

**ESSENTIAL PAYMENT PROTECTION INSURANCE** (Policy 90611)

# **Particular Terms & Conditions**

Insurance for the electricity/natural gas supply point specified in this Contract. It consists of the Customer holding the supply contract taking out the Collective Policy of which IBERDROLA CLI-ENTES, S.A.U. is the Promoter, in order to become the Policy holder/Insured Party for the risk.

Covers depending on the age of the Policy holder/Insured party:

• Under 67 years of age:

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19, hoja I

tomo 5448, folio

en el Registro Mercantil de Bizkaia,

domicilio social: Plaza Euskadi 5, 48009 Bilbao;

l, 28033 Madrid;

Redondo

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**BERDROLA CLIENTES, S.A.U.** 

- Death due to any reason for an amount of €600.
- Absolute and Permanent Disability for an amount of €600.
- Temporary Disability or Hospitalisation for any reason, depending on their employment situation. In the case of Temporary Disability for an amount of €250 after 30 continuous days in this situation and an additional €250 if this reaches 210 continuous days. In the case of Hospitalisation, a single payment for an amount of €250 after 3 consecutive days in such a situation.
- From 67 years old to 98 years old (both inclusive):
  - Death due to accident for an amount of €600
  - Hospitalisation due to accident for an amount of €250 after 3 consecutive days in such a situation.

Broker for the contracted Payment Protection Insurance: Iberdrola Servicios Energéticos, S.A.U. A-85957520 (Tomás Redondo, 1. 28033 Madrid). Exclusive agent of MetLife Europe Limited, Spanish Branch, reg. number E0208A85957520.

Monthly premium: €0.95/month (including taxes)

#### **Specific Conditions**

#### **1.- BACKGROUND INFORMATION**

## **INFORMATION ABOUT THE IN-**SURANCE COMPANY

This Payment Protection Insurance is underwritten by METLIFE EUROPE d.a.c. Branch in Spain (hereinafter, MetLife), entity with registered address in Madrid, Avenida de los Toreros, No. 3 (CP 28028), with Corporate Tax Id (CIF) No. W-0072536-F, which is authorised by the Directorate-General for Insurance, administrative code E-0208. In accordance with current insurance legislation, the Spanish regulations governing the liquidation of insurance companies shall not apply to this Entity.

METLIFE EUROPE d.a.c. Branch in Spain is a Spanish branch of METLIFE EUROPE d.a.c, an entity legally incorporated and established in Ireland, with registered office at "20 On Hatch", Lower Hatch Street, Dublin 2 (Ireland), with its national tax identification number IE-6435123T, is registered in the Companies Register of Ireland under number 415123. The controlling authority of METLIFE EUROPE d.a.c. is the Central Bank of Ireland (Central Bank of Ireland, North Wall Quay, Spencer Dock, PO Box 11517, Dublin 1, Ireland).

You can view MetLife's solvency and financial condition report on the MetLife website (www.metlife.es).

# **INFORMATION ABOUT THE BROKER**

The exclusive METLIFE agent shall be MetLife Iberdrola Servicios Energéti**cos S.A.U.** (hereinafter the BROKER) with Tax ID Number: A-85957520, with headquarters in Madrid, C/ Tomás Redondo, n° 1 CP 28033 and registered in the registries of the General Directorate of Insurance and Pension Funds (www.dgsfp.mineco.es) under number E0208A85957520.

The Broker's advice is intended to help in the purchase of a MetLife insurance product or assist in managing a claim on an insurance product purchased through the Broker. The Broker is not obliged to make an objective analysis of other insurance products offered in the market and is able to recommend the one it understands to be best suited to clients, depending on their circumstances.

### **COMPLAINT PROCEDURES**

In accordance with applicable requlations, any disputes that may arise between the Parties may be resolved through MetLife's Customer Service Department, whose Regulations are available at the offices of the Insurer or on the website www.metlife.es.

The data subject may notify the Customer Service Department of their disagreement with MetLife's criteria by written communication, either by post to MetLife's address or by e-mail (servicioclientes.spain@metlife.es).

In the event of conflict or disagreement, provided that proof is provided that two months have elapsed since the claim was submitted without resolution by MetLife's Customer Services, or in the event of disagreement over the claim, administrative claims proceedings may be filed with the Claims Service of the General Directorate of Insurance and Pension Funds (Paseo de la Castellana, No. 44, CP 28046 -Madrid-; email: reclamaciones.seguros@mineco.es, Virtual Office: oficinavirtual.dgsfp@mineco. es). This procedure may be initiated by the Promoter, the Policy holder/Insured, the Beneficiary, the injured third party or any person having any right related to the Insurance Contract.

In general, disputes will be resolved by the competent Courts and Tribunals of the domicile of the Insured Party.

# PERSONAL DATA PROTECTION

MetLife Europe d.a.c. Branch in Spain (hereinafter, MetLife), in its capacity as Data Controller, informs the data subject that their data have been provided by the Promoter, and will be processed for the purpose of assessing the risk of the Insurance application and, in the event of contracting, for its own management, all of which is legitimised in the execution of the Insurance Contract. Said data are necessary for the purposes described and will be processed for the duration of the contracted service; once it has been completed, your data will be cancelled and will be kept blocked for ten years, remaining only at the disposal of Judges and Courts, in accordance with the regulations in force. In case you need to contact us, you may contact our Data Protection Officer, either by e-mail (datospersonales@metlife.es) as well as by post (Avda. de los Toreros, nº 3 CP 28028 - Madrid),

We inform you that the data provided may be disclosed, in whole or in part, to partners in the insurance sector for statistical and anti-fraud purposes, as well



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as to persons or entities for reasons of risk analysis, claims investigation, coinsurance or reinsurance.

We also inform you that you may exercise your rights in this matter, including the right to withdraw your consent at any time, by sending a letter to MetLife, as indicated above, enclosing a copy of your identity document; in the event that you consider that MetLife has violated your rights, you may contact the Spanish Data Protection Agency.

You can access full information about how MetLife treats your data by requesting a copy of our Promoter Privacy Policy via our website (www.metlife. es/politica-privacidad), or by requesting a copy by calling 900 201 040 between the hours of 9am and 7pm Monday to Friday, which will be sent to the address you provide.

# **LEGISLATION APPLICABLE TO** THE INSURANCE CONTRACT

This Insurance is governed by Law 50/1980, of 8 October, on Insurance Contracts, by Law 20/2015, of 14 July. on the ordination, supervision and solvency of insurance and reinsurance undertakings, by Royal Decree 1060/2015 on the organisation, supervision and solvency of insurers and reinsurers, as well as by what is agreed in the General, Special and Particular Conditions of the contract and by the rules that may substitute or amend the regulations in force in the future.

Likewise, in the case of marketing by electronic or telephonic means, Law 22/2007, of 11 July, on distance marketing of financial services for consumers, may be applicable.

# **RIGHT TO WITHDRAW**

The Policy holder/Insured Party may exercise their right of withdrawal from this Insurance Contract within 30 calendar days from the time of receipt of this contractual documentation. Cancellation must be exercised by calling 900 225 235.

## 2.- EXTRACT OF INSURANCE CONDITIONS

The purpose of this Extract of the Conditions of the Essential Payment Protection Insurance is to provide information on the Insurance to the Promoter's Client who has taken out Policy no. 90611 as the holder of the Iberdrola Supply Contract (hereinafter referred to as the "Insured Party"), in order to

benefit from the cover whose conditions and scope are described below.

The aforementioned Policy is in the possession of the Promoter and MetLife and is fully available to the Insured Party and can be consulted on the IBER-DROLA website (www.iberdrola.es).

### **PROMOTOR DEL SEGURO**

The Promoter of the Insurance Policy shall be IBERDROLA CLIENTES, S.A.U. (hereinafter referred to as "IBERDROLA" or "Promoter"), an entity with Corporate Tax Id (CIF) Number A-95758389, with registered office in Bilbao (Bizkaia), Plaza Euskadi, n° 5, CP 48009 and registered office in Madrid, CL Tomás Redondo, nº 1 (CP 28033).

As Promoter and always acting for the benefit of the Insured Parties, IBER-DROLA may promote the modification of the conditions of the Policies or the substitution of the Insurers, duly notifying the Insured Party.

#### **BENEFICIARY OF THE POLICY**

### The Promoter shall be the irrevocable beneficiary for all coverages.

The amount of the compensation shall be used by the Promoter to create a credit in the Energy Supply Contract of which the Policy holder/ Insured Party was the holder and to which the insurance is subjec. For coverages due to Death, in the event of the absence- of other members of the Insured Party's family living in the Policy holder's/Insured Party's home, the aforementioned benefit may be used, but always by one of the legal heirs and on the aforementioned supply or another IBERDROLA supply.

#### PREMIUM AND PREMIUM PAYMENT

The Policyholder/Insured Party agrees to take responsibility for making premium payments, the amounts of which are established in the Particular Conditions of the Contract.

The insurance is established through the payment of individual monthly, bi-monthly, or tri-monthly premiums for each of the Insured Parties based on the appropriate rates. The premium will be included in the electricity and/ or gas invoice.

### **CONTRACT DURATION**

The coverages granted by this Policy will come into force, provided that the Policy holder/Insured Party meets the Conditions for Cover, on the same day on which the actual supply of energy subscribed with IBERDROLA to which the Insurance is subject takes place, except in the event of taking out the Insur-

ance on a date subsequent to the supply of energy, in which case they shall come into force at the time of taking out the Insurance.

The coverages shall remain in force provided that the group Policy is in force (in the event of cancellation, the cover is cancelled against each Policy holder/Insured Party on the same date as the end of the period of cover corresponding to the last premium  $\neg$  paid), no compensation has been paid for any of the coverages for Death or Absolute and Permanent Disability, the supply contract has not been can-

Party has not exceeded the maximum age limit established. The Policy holder/Insured Party is authorised to revoke their cover at their convenience, subject to at least 30 days' notice, by calling the following

celled and the Policy holder/Insured

### **CONDITIONS FOR TERMINA-TION OF THE CONTRACT**

telephone number 900 225 235.

Cover for the Collective Policy shall be terminated by:

- Termination at the will of the Policy holder/Insured Party, by notifying the Promoter or MetLife, with at least 30 days' notice.
- Termination at the will of MetLife, giving the Policy holder/Insured Party at least 60 days' notice.
- Cancellation of the energy supply contract with IBERDROLA.
- Payment of compensation due to Death or Total and Permanent Disability.
- On reaching the maximum age limit.

## **REPORTING OF CLAIMS**

In the event of a claim by the Policy holder/Insured Party, MetLife must be notified as soon as possible, either by e-mail or by post (siniestros-sp@ metlife.es), via the free phone number 900 201 040 (from 9.00 a.m. to 7.00 p.m.), or by fax (+34 91 725 32 93).

# **DOCUMENTATION IN THE EVENT OF A CLAIM**

Certificate

In order to process the claim, the Beneficiary or legal heirs of the Insured Party must submit to MetLife the claim declaration form accompanied, depending on the coverage in question, by the following documentation, without prejudice to requesting other documents not listed, if necessary:

a) **Death**: Original of the Literal Death



- b) Absolute and Permanent Disability: Original -or certified photocopy- of the Social Security Proposal and Resolution declaring the disability.
- c) **Temporary Disability**: (i) sick leave report specifying the cause of the Disability, continuity and discharge, either from the Social Security or from the substitute system to which the Insured Party is assigned, issued by the doctor belonging to these bodies who carries out the follow-up, expressly indicating in this the corresponding diagnosis, (ii) Updated Work Life Report.
- d) Hospitalisation: (i) Hospital discharge report stating the reason for admission, treatments followed, tests carried out, their results and date of admission and discharge (ii) in the case of an accident, first aid report and/or complete legal proceedings, (iii) emergency report, (iv) updated work life report.

# **TAX REGIME**

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Compensation derived from any of the Insurance coverages shall be taxed in accordance with the legislation in force at any given time.

## **CURRENCY**

All monetary amounts, premiums and benefits shall be calculated and paid in the national currency of Spain at the time of payment.

## **INTERNATIONAL SANCTIONS**

Without prejudice to the provisions of the Insurance, MetLife cannot guarantee the payment of the Sums Insured: 1. if the Promoter, Policy holder/Insured Party or Beneficiary is resident in a sanctioned country, 2.- if the Promoter, Policy holder/ Insured Party or Beneficiary is listed on the United States Office of Foreign Assets Control (OFAC) lists. the Specially Designated Nationals (SDN) list, the OFAC Sectoral Sanctions Identifications list or any international or local sanctions list. or 3.- or if payment is claimed in connection with services received in any sanctioned country.

In no event shall MetLife be liable to pay any claim or guarantee any coverage or benefit if it could be exposed to any sanction, prohibition or restriction of United Nations resolutions or economic or trade

### sanctions, laws or regulations of the European Union, the United States of America or any other applicable legislation.

**LIMITATION PERIOD**: Actions arising out of the Insurance shall expire within five years.

**JURISDICTION**: The Insurance is subject to Spanish jurisdiction and within this jurisdiction, the competent judge for the knowledge of the actions arising from it, shall be that of the domicile of the Policy holder/Insured Party.

### INDEMNITY CLAUSE BY THE INSUR-ANCE COMPENSATION CONSOR-TIUM FOR LOSSES DERIVED FROM EXTRAORDINARY EVENTS IN PER-SONAL INSURANCE.

Consult https://www.metlife.es/informacion-compensacion-consorcio-seguros/.

# **EXTRACT OF SPECIAL CONDITIONS**

#### **CONDITIONS FOR COVER**

Those natural persons who meet or fulfil the following requirements are insurable:

- To be the holder of the effective energy supply contract issued by IBERDROLA.
- 2) Be over 18 years of age and under 67 years of age.
- Not be a disabled person or in the process of applying for disability status with the competent official bodies.
- 4) Be a resident in Spain.

#### **COVERAGES**

- A) Death due to any cause or accident, depending on the age of the Policy holder/Insured Party at the time of taking out the policy.
- B) Absolute and Permanent Disability.
- C) Temporary Disability.
- D) Hospitalisation due to any cause or accident, depending on the age of the Policy holder/Insured Party at the time of taking out the policy.

The Policy holder/Insured Party who takes out this Policy shall enjoy the cover for Death due to any cause and Absolute and Permanent Disability until the day they reach the age of 67, and additionally a cover - among those of Temporary Disability or Hospitalisation - that is in line with their professional situation and age at the time of the incident. Once the Policy holder/Insured Party has reached the age of 67 and until the day they reach the age of 99,

#### the Insured Party will be covered for Death due to accident and Hospitalisation due to accident.

For the purposes of the Insurance, the following is understood as:

- Accident: that deriving from a violent, sudden, external cause and beyond the control of the Policy holder/ Insured Party.
- Absolute and Permanent Disability: the irreversible physical situation caused by accident or illness originating independently of the will of the Policy holder/Insured Party and determining the total incapacity of the latter to carry out any work, occupation or remunerated activity.
- **Temporary Disability**: the reversible physical situation caused by accident or illness originating independently of the will of the Policy holder/Insured Party and determining the total incapacity of the latter to carry out their usual profession, occupation or remunerated activity; such a situation of disability must begin before the Policy holder/Insured Party reaches the age of 67.

#### **SUMS INSURED**

- A) With regard to cover for death: the compensation shall comprise a single payment of €600.
- B) With regard to the cover for Absolute and Permanent Disability, the compensation shall comprise a lump sum payment of €600.
- C) With regard to the Temporary Disability cover, the compensation shall comprise a payment of €250 once a period of 30 consecutive days of proven Disability has been reached; in the event that this situation of disability is prolonged up to 210 consecutive days, compensation shall be paid with an additional payment of the same amount. Up to a maximum of two compensations shall be paid.
- D) With regard to the Hospitalisation cover, the compensation shall comprise a single payment of €250 once a period of 3 continuous days in hospital has been reached.

Irrespective of the number of insured supply- contracts, a maximum compensation limit per-Insured Party is established of ten times the maximum compensation amount established in the Particular Conditions.



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Under no circumstances shall the Policy holder/Insured Party be entitled to receive compensation for two coverages at the same time.

The coverages for Death - due to illness or accident - and Absolute and Permanent Disability are compensated only once. The coverages for Temporary Disability and Hospitalisation are mutually exclusive, in such a way that:

- A) Those persons who ¬on the date of the ¬claim are actively working as self-employed, civil servants or employees will be covered for Temporary Disability.
- B) Those persons who are not actively working on the date of the claim shall be covered for Hospitalisation.

With respect to the coverage of Temporary Disability and Hospitalisation, in order for the right to receive compensation to be reinitiated once the payments established as Compensation have been exceeded:

- In the case of Temporary Disability, the Policy holder/Insured Party must be working for 6 months.
- In the event of Hospitalisation: the Policy holder/Insured Party must have been working for at least 6 months from the date of the previous claim.

The date of the claim is understood as:

- For coverage due to Death: the date of death of the Policy holder/ Insured Party.
- For Absolute and Permanent Disability coverage: the date of the financial effects recognised by the competent Official Body for the Policy holder/Insured Party's situation of Absolute and Permanent Disability.
- For the Temporary Disability coverage: the first day of the Policy holder/Insured Party's disability.
- For Hospitalisation cover: the first day of hospitalisation.

#### **EXCLUSIONS**

• Death: suicide occurring within the first year of the validity of the inclusion in the Insured Group, as well as the risks covered by the Insurance Compensation Consortium.

- Absolute and Permanent Disability: attempted suicide, whether or not the Policy holder/Insured Party is of sound mind, as well as the risks covered by the Insurance Compensation Consortium.
- **Temporary Disability: attempted** suicide, whether or not the Policy holder/Insured Party is of sound mind, any accident or illness suffered by the Policy holder/Insured Party due to the effects of any drug not prescribed or supplied by a Doctor, or alcohol (provided that a blood alcohol level higher than that legally permitted in terms of traffic and circulation of motor vehicles is detected), infringements, imprudence or serious negligence committed by the Policy holder/ Insured Party, secondary complications of pregnancy, childbirth of any kind, interruption of pregnancy - and the consequences thereof - as well as maternity and paternity leave periods, as well as the risks covered by the Insurance **Compensation Consortium.**
- Hospitalisation: hospitalisation not required for a medical or surgical reason, hospitalisation resulting from back pain (except in the case of medical evidence or pathological damage), any accident or illness suffered by the Policy holder/Insured Party due to the effect of any drug, which has not been prescribed or supplied by a Doctor, or alcohol (provided that a blood alcohol level higher than that legally permitted in terms of traffic and circulation of motor vehicles is detected), as well as the risks covered by the Insurance **Compensation Consortium.**