

Regulations for Customer Protection of Tokio Marine Europe S.A., Sucursal en España.

June 2026

TOKIO MARINE EUROPE, S.A., SUCURSAL EN ESPAÑA CUSTOMER SERVICE DEPARTMENT REGULATIONS

PRELIMINARY ARTICLE

Through the approval of these Regulations, the activities of the Customer Service Department of **Tokio Marine Europe S.A., Sucursal en España**, (hereinafter referred to as “**TME Spanish Branch**”) are regulated, in accordance with the provisions required by Law 44/2002 of 22 November 2002 on Measures of Reform of the Financial System (hereinafter, “**Law 44/2002**”), as amended by Law 10/2025, of 26 December 2025, regulating customer services (hereinafter, “**Law 10/2025**”), and Order ECO/734/2004, dated 11 March 2004, on Customer Departments and Services and the Customer Ombudsman of financial institutions, insofar as it remains in force.

Law 10/2025 shall apply on a supplementary basis to any matters not covered by the applicable sector-specific regulations.

The purpose of this Regulation is to regulate the requirements, procedures and activity in general to be followed by TME Spanish Branch's Customer Service in order to ensure, at all times, compliance with the company's transparency and customer service regulations.

TITLE I.- GENERAL PROVISIONS

ARTICLE 1.- Purpose

The purpose of these Regulations is to define the organisational structure, functioning and activity of the Customer Service, and the internal procedures related to the processing and resolution of complaints submitted by TME Spanish Branch's customers in accordance with the provisions of Law 44/2002 and related regulations.

For the purposes of the insurance contract, the customers or users of the financial services shall be the policy-holders, insured, beneficiaries, injured third parties and successors of any of them.

ARTICLE 2.- Scope of action

These Regulations shall apply to all inquiries, incidents, complaints submitted, directly or by representation, by all natural or legal persons, whether Spanish or foreign, who are users of services provided by TME Spanish Branch.

For the purposes of these Regulations, and in accordance with the applicable legal definition, the following shall be considered:

- a) Complaint: any statement communicated by the customer to the Customer Service Department relating to the defective provision of services, or the breach or defective performance of the offer made, regardless of the internal classification assigned thereto as a complaint or any other analogous denomination.

Without prejudice to the generality of the foregoing, complaints shall also encompass communications in which the customer refers to specific acts or omissions by the TME Spanish Branch resulting in damage to the customer's interests or rights derived from

alleged non-compliance with contracts, with regulations on transparency and customer protection, or with good financial practices and usages.

Statements arising from incidents or inquiries not satisfactorily resolved by the office or department that provided the service shall likewise be treated as complaints. Similarly, inquiries whose resolution requires subsequent actions by the entity shall receive the same treatment as complaints, except as regards the issuance of a receipt and identification code.

For the purposes of these Regulations, complaints do not include insurance claims, requests for indemnity or compensation, or any matters relating to the handling or settlement of insured events, which fall outside the scope of the Customer Service Department and are governed by the applicable claims handling procedures.

- b) Inquiry: any request for information or clarification made by customers in relation to the services provided, the contracts entered into or a personalised commercial offer. When the inquiry can be addressed immediately, it shall be resolved in the same act; when its resolution requires subsequent checks, analysis or actions, it shall be treated as provided in these Regulations for complaints, with the exception indicated regarding the receipt and identification code.
- c) Incident: any procedure related to the execution of the contract or the application of a commercial offer, such as the notification of breakdowns, requests for termination of the service or additional benefits, registration for a new offer, modification of tariffs or price plans, and any other actions of a similar nature.

TITLE II.- CUSTOMER SERVICE DEPARTMENT

ARTICLE 3.- Appointment and eligibility of the Head and Deputy of the Customer Service Department.

The Head of the Customer Service Department shall be appointed by TME Spanish Branch's General Manager and shall be communicated to the Dirección General de Seguros y Fondos de Pensiones [Spanish General Directorate of Insurance and Pension Funds (hereinafter referred to as the "DGSFP")].

Moreover, the General Manager of TME Spanish Branch may appoint a Deputy in the event that the Head of the Customer Service Department, due to absence, impossibility, illness or sick leave, is temporary unable to perform his/her duties. In such cases, the Deputy shall assume and perform the functions of the Head of the Customer Service Department. The appointment of said Deputy shall be communicated to the DGSFP.

In both cases, the appointment shall fall on a member of Tokio Marine HCC's staff with commercial and professional honourability and with the knowledge and experience required for the development of his/her duties regarding the resolution of complaints submitted by customers.

Commercial and professional honourability concurs in individuals who have consistently shown respect for mercantile laws and other laws ruling economic activity and business, as well as commercial and financial best practices.

To the effects of these Regulations, individuals who have developed functions related to the lines of insurance business in which TME Spanish Branch is authorised to operate shall be deemed to have professional and commercial honourability, regardless those posts have been held in the said entity or in other insurance entities.

Under no circumstances shall it be possible to appoint members of the Board of Directors of TME or any other related Group company, in the terms of article 42 of the Spanish Code of Commerce,

to hold the post of Head or Deputy of the Customer Services Department.

ARTICLE 4.- Duration of the appointment as Head and Deputy of the Customer Service Department.

The duration of the post of Head and, if applicable, Deputy of the Customer Service Department shall be indefinite.

The appointment as Head and Deputy of the Customer Service Department shall be revoked in the following cases:

1. Termination or extinction of the labour relationship with Tokio Marine HCC whatever the cause.
2. Voluntary resignation from the appointment, duly accepted.
3. Incompatibility of the appointee or conflict of interest in the exercise of duties, as specified in the present Regulations or in applicable legislation.

ARTICLE 5.- Self-government and incompatibilities affecting the Head and Deputy of the Customer Service Department.

The Head and Deputy of the Customer Service Department shall make decisions autonomously, avoiding conflict of interest.

In this sense, all the company's departments and services shall provide TME Spanish Branch's Customer Service with all the information requested in the performance of their duties.

Likewise, TME Spanish Branch shall adopt the necessary measures to separate the Customer Service Department from the remaining commercial or operational services of the organization, so as to guarantee autonomy in decision-making and avoid conflicts of interest.

ARTICLE 6. Capacities of the Customer Service Department.

The Customer Service Department shall have the following capacities:

1. To handle and resolve the complaints, enquiries and incidents submitted by Policyholders, Insureds, Beneficiaries and/or harmed Third Parties, in accordance with the terms set out in Article 2 of these Regulations..
2. To make recommendations and suggestions based on experience, with the aim of achieving the targets.
3. To draw up the Annual Report explaining the development of work during the preceding year, with the contents required by applicable legislation.
4. To keep a register of complaints filed, containing the following minimum information: complaint number, complaint allowed and disallowed and reasons for the rejections, causes of the complaint and issues set forth in them, amounts involved and date on which the complaint was resolved.
5. To handle, through the Head and, if applicable, Deputy of the Customer Service Department, the possible requirements made by the Ombudsman service of the DGSFP to TME Spanish Branch in exercise of its duties and in the terms established by the Ombudsman service of the DGSFP.

6. To oversee the fulfilment of the client information obligations set forth in article 29, paragraph 5, of Law 44/2002.

Under no circumstances shall the Customer Service Department take advantage of the raising of complaints to offer goods, services or commercial offers, unless they are directly and clearly related to the resolution of the complaint and involve, in any case, an improvement in the conditions of service provision or price.

In any case, the following duties shall fall outside of the scope of the Customer Service Department's capacities:

1. Complaints already resolved, filed by the same customer in relation to the same facts or deeds.
2. Appeals filed as if they were new complaints, when their resolution is competence of the administrative, arbitration or judicial bodies.
3. Complaints filed in respect of facts or circumstances pending resolution or litigation by administrative, arbitration or judicial bodies or in those cases where the case has already been dealt with by said bodies.
4. Complaints that omit essential data for their processing, which cannot be corrected, including cases in which the reason for the complaint is not specified or does not refer to specific operations.
5. Complaints already simultaneously in progress in an administrative, arbitrage or judicial procedure.
6. Complaints submitted after the 5-year statute of limitations from the occurrence of the facts, pursuant to article 29 quarter, letter f) of Law 44/2002, without prejudice to the shorter submission period established in Article 11 of these Regulations.

ARTICLE 7. Organisation and resources of the Customer Service Department.

The Customer Service shall be free of charge, effective, universally accessible, inclusive, non-discriminatory and evaluable. To this end, it shall be designed and provided through means and supports in accordance with the principles of universal accessibility, equal treatment and non-discrimination, guaranteeing effective access for persons with disabilities and the elderly.

The Customer Service shall be provided during business hours.

The Customer Service Department shall be provided with the adequate human, material, technical and organisational resources needed for the accomplishment of its tasks and duties, including the linguistic rights of the customers. TME Spanish Branch shall take the actions needed to ensure that the staff of the Department has the necessary knowledge of transparency and customer protection regulations and of insurance products and services.

In particular, TME Spanish Branch shall adopt the necessary actions to ensure that the Customer Service function is carried out with the appropriate training and qualification, including training in co-official languages and universal accessibility, specific training in serving vulnerable consumers and, in particular, persons with disabilities or the elderly, and continuous training on the same and to adapt to technological variations and market needs.

Likewise, when the service is provided by electronic or telephone means, personalized attention by an operator shall be guaranteed, ensuring a fluid interaction and the availability of adequate

resources to provide specific personalized attention to vulnerable persons or those at risk of financial exclusion. In telephone service, the use of automated answering machines as the exclusive means of customer service is prohibited.

For the purposes of these Regulations, personalized provision shall be understood in the terms provided for in article 29.1 of Law 44/2002 and with the means established in Law 10/2025. Operators shall have hierarchical superiors who will manage possible complaints that the service received may generate.

In no case shall the customer service provided by telephone entail a cost for the customer higher than that of a standard telephone call. The communication will be effectively attended to by TME Spanish Branch and the service regime established in Law 10/2025 will be followed.

Telephone service, in any case, shall be in the nature of an information, assistance and inquiry and incident management channel, as well as support for customers in accessing the channels enabled for the formal submission of complaints. Likewise, it may be used to provide information on the processing status of previously registered files, following verification of the interlocutor's identity. In no case may complaints be submitted by telephone.

Likewise, all of TME Spanish Branch's departments and services shall be obliged to provide the Customer Service Department with all the information that the latter may request in connection with the development of its duties.

TME Spanish Branch shall put in place the measures necessary to guarantee that the data transmission procedures established for the Customer Services Department to transfer information to the other Departments of the company respond to the principles of celerity, security, efficiency and coordination.

TITLE III.- CUSTOMER SERVICE DEPARTMENT RELATIONS

ARTICLE 8.- Relations with the Ombudsman Service of the DGSFP.

The Head of the Customer Service Department or, when applicable, the Deputy, shall be in charge of attending to complaints made to TME Spanish Branch by the Ombudsman Service of the DGSFP in exercise of its duties.

ARTICLE 9.- Obligation of information to customers

TME Spanish Branch shall make available to its customers, in each and every one of its offices open to the public, as well as on its website, in a specific and easily identified section, the following information about the customer service:

1. The existence of the Customer Service, with an indication of its postal and electronic address.
2. The obligation to attend to and resolve complaints submitted by customers within a maximum period of one month from their submission.
3. The communication channels available with the Customer Service, as well as the mechanisms enabled to ensure the registration and evidence of the complaint submitted and its content.

Regarding telephone service, its number and conditions of use shall be expressly reported, clearly indicating that said channel does not constitute a valid means for the formal submission of complaints, without prejudice to its use for inquiries, incidents,

assistance on the channels of submission and follow-up of already registered files.

4. The mechanisms to facilitate the follow-up of the processing of complaints.
5. The means chosen to communicate the resolution, which will be made in writing, either on paper or by computer, electronic or telematic means.
6. These Regulations for the functioning of the Customer Service.
7. References to the applicable regulations on transparency and protection of financial services customers.
8. The hours of the Customer Service.

This information shall also be provided to the customer through the usual means of contracting and contractual documentation (including, where appropriate, the policy and invoices).

ARTICLE 10.- Inter-departmental relations.

In this sense, all the company's departments and services must provide TME Spanish Branch's Customer Service with all the information requested in the performance of their duties.

TITLE IV.- COMPLAINTS PROCESS

ARTICLE 11.- Place of submission and term to file complaints.

In order for complaints related to the insurance contract to be resolved, the Policyholder, the Insured and/or the harmed Third Party should submit them to:

1. The Customer Service Department, by means of a letter addressed to: TME Sucursal en España, Torre Diagonal Mar, Josep Pla 2, Piso 10º, 08019 Barcelona, Spain.
2. The following e-mail address: sac@tmhcc.com
3. At TME Spanish Branch's office.

The maximum term to submit a complaint shall be two (2) years since the moment customer gains knowledge of the facts causing the complaint.

The foregoing period shall be without prejudice to the absolute limitation period of five (5) years from the occurrence of the facts established as a cause for non-admission in Article 6(6) of these Regulations, pursuant to Article 29 *quater*, letter f), of Law 44/2002, which applies as an overriding maximum irrespective of when the customer gained knowledge of the facts.

Once the complaint is received by the Customer Service Department, which will always be in charge of the complaint in a first and single instance, this Department shall send written confirmation of receipt to the complainant. If the complaint were received by any office open to clients or any other department of the Company, it shall be sent to the Customer Service Department, and the complainant will be informed that this Department is in charge of the complaints in a first and unique instance.

Telephone service shall not constitute a valid means for the formal submission of complaints. However, it may be used for the formulation of inquiries and incidents, to receive assistance on the channels enabled for the submission of complaints and, where appropriate, to obtain information on the processing status of previously registered files.

ARTICLE 12.- Submission and contents of the complaints.

Complaints can be submitted personally or through an attested representative and shall be filed either in print or on electronic format, insofar as they can be read, printed and the documentation kept on file. The use of electronic support and transmission of data shall comply with the terms of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC and Law 6/2020 of 11 November regulating certain aspects of electronic trust services.

The document supporting each complaint shall contain:

- A. Name, surname and address of the individual concerned or of his representative (if applicable), National Identity Card number in the case of individuals and registration data in the case of legal entities.
- B. Reason for the complaint, clearly specifying those items in respect of which a resolution is sought.
- C. Office, department or service where the events took place.
- D. Confirmation by the complainant that he has no knowledge that the complaint is being processed through an administrative, arbitration or judicial procedure.
- E. Place, date and signature.
- F. All documents held by the complainant supporting the complaint shall be enclosed.
- G. Communication channel chosen and designated language of preference in communications.

The submission and process of complaints before the Customer Service Department is free of charge for the customer.

The Customer Service Department shall enable mechanisms that ensure the registration and evidence of the complaint and allow its follow-up, assigning a reference or identifier of the file and providing the complainant with information on the processing status.

ARTICLE 13.- Permissibility of complaints.

Once a complaint is received by the Customer Service Department, this body will send a written confirmation specifying the time and date of submission to calculate the term for resolution, of the content and then a dossier will be opened in this respect. Said written confirmation will be delivered by the same channel through which the complaint has been submitted or that chosen by the complainant among those legally possible and will include the assignment of an identification code that will allow the follow-up of its processing status.

If the Customer Service Department finds in the complaint any repairable error, the complainant shall be informed so that within 10 calendar days the error may be corrected. The complainant shall likewise be informed that if the error is not corrected, the complaint will be filed and the process finalised.

The time period during which the complainant corrects the errors described in the above paragraph shall not be included for the computation of the complaint resolution term.

Complaints shall only be rejected in those cases described in article 6 of the present Regulations, in which the issue is not of the Client Service Department's competence and/or in those cases in which the two-year term set forth in article 11 for the submission of complaints has expired.

In those cases where the complaint is not accepted, the complainant shall be informed of the reasons for the rejection, after which he will have 10 calendar days to file allegations. Once the complainant has filed allegations, if the causes for rejection of the complaint continue to exist, he/she shall be informed of the final decision. Said term shall interrupt the computation of the term for the resolution of the complaint.

ARTICLE 14.- Process.

During the complaint process, the Customer Service Department will request from both the complainant and the different TME Spanish Branch departments and services, all the pertinent information, clarifications, reports and proof elements deemed necessary to issue a resolution. All such information shall be submitted to the Customer Service Department by the affected departments within 15 calendar days of its being requested.

The Customer Service Department shall resolve on a complaint and issue its decision within a maximum term of **ONE MONTH** from its submission.

ARTICLE 15.- Acceptance and abandonment of the complaint.

If TME Spanish Branch rectifies its position in favour of the complainant, it shall be necessary to inform the relevant department and support the position before said department with documents. The complaint shall then be filed, and no further process shall be carried out.

The complainant may abandon his/her complaint at any moment, at which time the process will be automatically finalised, and the complaint shall be filed, no further actions being taken.

ARTICLE 16.- Finalisation and Notification.

The processing of the complaint must finalise within a maximum period of one month counted from the date on which it was submitted to the Customer Service Department. However, in cases in which, for reasons not attributable to TME Spanish Branch, it is not possible to resolve the complaint within that period, the interested party shall be informed, before it expires, of the measures adopted for its resolution.

Any decision taken by the Customer Service Department must be reasoned, answering all the issues set forth, and shall contain clear conclusions in respect of the complaint raised. Such resolution shall always be in accordance with the contractual clauses and applicable transparency and customer protection regulations as well as the best financial practices.

If a decision were not in line with those issued in respect of precedent dossiers, it will be necessary to justify the differences.

Such decision shall be notified to the complainant within 10 calendar days as of its date of adoption. The notification shall be carried out in the form and in the language that the interested party has expressly designated, provided that the chosen means allows for proof of receipt by the recipient and that the designated language is official or co-official in the territorial area in which the service is provided. In the absence of express designation, the decision shall be notified by the same means and in the same language in which the complaint was submitted.

If the notification were made by electronic communication links, it must always be possible to read, print and preserve the dossier according to the requirements of Regulation (EU) No.

910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, and Law 6/2020 of 11 November regulating certain aspects of electronic trust services.

Customer Service Department resolutions issued in favour of the complainant shall be binding for TME Spanish Branch. The fact that these resolutions are binding for the Company shall not be an obstacle for the judicial tutelage, administrative protection or for other conflict solution mechanisms.

If the resolution were favourable for the complainant and TME Spanish Branch were obliged to make a payment, such payment shall be made within 20 calendar days as of the date on which the complainant is informed of the resolution.

In the event that the decision is contrary to the complainant's interests or rights, the possibility is open to the customer to go to the complaint's services of the General Directorate of Insurance and Pension Funds, as well as the way to do so, shall be expressly communicated.

TITLE V.- ANNUAL REPORT

ARTICLE 17.- Annual Report.

During the first quarter of each calendar year, the Customer Service Department shall submit to TME Spanish Branch's General Manager an explanatory report of the development of its duties during the previous business year, containing the necessary information required by the applicable legislation at each moment.

In accordance with the terms of article 17 of Order Eco/734/2004, dated 11 March, insofar as it remains in force, the minimum contents of this report shall be:

- A. Statistical summary of complaints processed, with information on their number, allowance, reasons for rejection, reasons for the complaints and requests made in them, and amounts involved.
- B. Summary of the resolutions issued, indicating the ones resolved in favour of and against the complainant.
- C. General criteria contained in the resolutions.
- D. Recommendations and suggestions derived from the Department's experience in order to better achieve the aims behind its acts.

Statistical information on the complaints shall be incorporated into the consolidated annual statistical report submitted to the CAA, which covers TME's complaints across all branches on a consolidated basis.

TITLE VI.- FINAL PROVISIONS

These Regulations shall be in force from their date of approval by the Branch General Manager.