

CASER SALUD DENTAL
Dental Healthcare Policy
General Conditions

DOCUMENTACIÓN NO CONTRACTUAL

CAJA DE SEGUROS REUNIDOS
Compañía de Seguros y Reaseguros, S.A.

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Pursuant to Article 3 of the Insurance Contracts Act 50/1980 of 8 October, the clauses limiting the rights of the insured parties in the general conditions of the policy are highlighted in bold print.

This contract is subject to the Insurance Contracts Act 50/1980 of 8 October, and to Act 20/2015, of 14 July, on the Classification, Supervision, and Solvency of Insurers and Reinsurers and its enabling regulations.

The company's insurance activities are supervised by the Spanish Ministry for the Economy and Competitiveness, through its Directorate-General of Insurance and Pension Funds.

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GENERAL CONDITIONS

PREAMBLE

This insurance contract is regulated by the provisions of the Insurance Contracts Act 50/1980 of 8 October, (published in the Official Gazette of 17 October, 1980), by Act 20/2015, of 14 July, on the Classification, Supervision, and Solvency of Insurers and Reinsurers and its enabling regulations, (Royal Decree 1060/2015 of 20 November), and by the general, specific, and special conditions of this contract. The control of insurance activities in Spanish territory corresponds to the Spanish Ministry of the Treasury, through its Department of Insurance and Pension Funds.

The Policyholder, upon signing the application, the Specific Conditions or, as appropriate, the Insurance Certificate, specifically accepts the clauses limiting the Insured Party's rights, which are highlighted in "bold print".

ARTICLE 1 - DEFINITIONS

For the purposes of this contract:

1. INSURED PARTY: shall mean the individual or entity holding the interest covered by the insurance and which, in absence of the Policyholder, assumes the obligations derived from the contract. Unless it is expressly stated otherwise in the Specific Conditions, the Policyholder and the Insured Party shall be one and the same.

2. INSURER: shall mean the incorporated entity that assumes the contractually agreed risk and which, in this policy, is CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A., hereinafter, the Insurer.

3. SPECIAL CONDITIONS: shall mean the complementary document, integrated in the policy's General Conditions, in which the additional subscribed services available to the Insured Party are set out.

4. SPECIFIC CONDITIONS: shall mean the document forming an integral part of the policy in which the specific and particular aspects of the insured risk are set out.

5. HOSPITALISATION or HOSPITAL ADMISSION: shall mean the situation in which a person is registered in a hospital as a patient and spends the night there and, therefore, stays for more than 24 hours.

6. LIST OF PRACTITIONERS, MEDICAL PANEL: list of healthcare professionals and establishments contracted by CASER, which are specifically included on the practitioners' panels distributed by the Insurer and current at the time of subscription.

These catalogues include the sub-specialities provided in each facility, as well as their addresses and contact data together with information of interest.

7. POLICY: shall mean the document or documents that contain the clauses and agreements regulating the insurance contract. The following form an integral and inseparable part of the policy: the Insurance Application, the General Conditions, the Specific Conditions that individualise the risks and the Special Conditions, if any, as well as the supplements or appendices that include, as appropriate, the modifications agreed during the term of the contract.

8. SPECIAL PRICES: shall mean the maximum amount established for the dentistry services that the Insured Party has to pay to the healthcare practitioner or medical centre for the use thereof. This amount will vary depending on the different dentistry services and the amount of services applicable during the calendar year, as set out in the attachment to these contract conditions, which may be updated annually. They may be viewed at any time at casersalud.es.

9. PREMIUM: shall mean the price of the insurance. The premium payment slip will include, furthermore, the surcharges, taxes and legally applicable levies. The insurance premium is annual, even when the Insurer allows payment in instalments.

10. POLICYHOLDER: shall mean the individual or entity that, together with the Insurer, signs this contract and is liable for the obligations derived therein, with exception to those that, due to their nature, have to be fulfilled by the Insured Party.

For the specific description of the dentistry services associated to this contract see the attached APPENDIX I: Glossary of Dentistry Services Terms.

ARTICLE 2 - PURPOSE OF THE INSURANCE

Within the limits and conditions stipulated in the policy and subject to payment of the premium and excesses that correspond in each case, the Insurer undertakes to provide the Insured Party, within national territory and in out-patient modality, the medical dental healthcare included in the policy's cover description.

The healthcare will be provided exclusively by the dental practitioners included on the corresponding practitioners' panel current for the year in progress.

In any case the Insurer will take charge of the necessary emergency assistance, as the case may be, pursuant to that established in the policy conditions and in application of that stipulated in Section 103 of the Insurance Contract Act.

No optional compensation in cash may be given under this insurance in substitution of the services covered by this policy.

ARTICLE 3 - COVER DESCRIPTION

This section specifies both the dentistry services subscribed in the policy that are provided at no cost to the Insured Party and the services provided at maximum special prices applied to and payable by the Insured Party, as well as the supplementary dental cover.

The aforementioned special prices and services provided free of charge, which are attached to this contract documentation, may be updated annually. Their validity may be viewed at casersalud.es.

The benefits provided are organised based on the service type and the target public, adults or children, given that Insured Parties under the age of 15 have a Children's Dental Plan that is made up of the dental services most suitable for children and offers special advantages.

3.1. CHILDREN'S DENTAL PLAN (UNDER THE AGE OF 15)

Caser Dental Health Insured Parties under the age of 15 years old may access the services corresponding to adults and, furthermore, they will also have access to a list of services, free of charge, designed for child-related dental prevention and treatment, which can be found in the document attached to these conditions or at casersalud.es, at any time.

3.2. FOR ALL INSURED PARTIES:

Caser Dental Health Insured Parties will have access to a set of dentistry treatments comprising both services that are **free of charge** for Insured Parties and services established with the prevailing **special maximum prices**.

The list of services established with **special maximum prices** for this year are valid at the time of subscription and may be updated annually. Therefore, Insured Parties should check the prices current at any time at casersalud.es.

ARTICLE 4 - EXCLUDED RISKS

- 1. Physical damages resulting from wars, mutinies, revolutions and terrorism; those caused by officially declared epidemics; those related direct or indirectly to radiation or nuclear reaction and those originating from cataclysms (earthquakes, floods and other seismic or meteorological phenomena).**
- 2. Healthcare derived from chronic alcoholism or drug addiction of any kind.**
- 3. Healthcare for injuries produced by inebriation, fighting (except when in legitimate defence), self-injury or suicide attempts.**
- 4. Any other dental care not specifically included in the policy's Conditions, which describe the cover and the services provided.**

ARTICLE 5 - HOW THE SERVICES ARE PROVIDED

All the services covered by the policy are freely accessible.

Upon requesting the service, the Insured Party must present the identification document supplied by the Insurer for said purpose.

The Insurer declines any liability for fees of practitioners not included in its list of practitioners, or for any amount of healthcare that the former may prescribe.

For the purposes of this insurance, the claim will be deemed notified when the Insured Party requests provision of the services covered by the policy.

All the treatments and procedures covered by the insurance will be carried out exclusively in out-patient modality and, therefore, hospitalisation and general anaesthesia are excluded.

In the event that an alternative procedure exists for the same process, the decision and choice of treatment will be taken by the Insured Party.

5.1. SERVICE STRUCTURE AND MECHANISM

The Insurer places at the disposal of its Insured Parties a wide range of dental practitioners, with the most advanced diagnostic and treatment resources and with national scope, in two modalities:

- **Healthcare cover:** Free of charge for the services to which the Insured Party has access.
- **Services with special prices:** Services payable by the Insured Party at special rates. These services are listed with the **maximum price** available to Insured Parties so that they may be known prior to requesting a quote for the service. The prevailing maximum prices may be viewed at casersalud.es at any time.

5.2. ACCESS TO SERVICES

- **Choice of practitioner:** Practitioners may be chosen and accessed freely and Insured Parties may access practitioners in their locality or in any other that is included on the Panel of Dental Practitioners.
- **Request for Dentascan services and maxillofacial examination:** Should Dentascan or maxillofacial examination services be required, the **Insured Party should contact Caser on 902 432 250** for information on the facility most suitable for the condition in question and nearest to their home.
- **Access to provision of the service:** To make use of the dental services and for application of the special prices (as appropriate) it is essential to present the Health Card that identifies you as a **Caser Dental Health Insured Party**.
- **Diagnosis and quote:** The healthcare professional, after making the corresponding diagnosis, will draw up a quote respecting the prevailing maximum recommended prices (in the case of services with associated costs), which must be accepted by the Insured Party prior to commencing the treatment.
- **Treatment:** To commence the treatment it will be essential that the quote for treatments with associated costs has been accepted by the beneficiary.
- **Treatment payment:** In the case of treatments with associated costs, the Insured Party will pay the amounts corresponding to the services provided with special maximum prices directly to the practitioner or facility. Any treatment provided to the Insured Party free of charge will be invoiced by the practitioner directly to the Insurer.

ARTICLE 6 - LOSS OF RIGHTS, RESCISSION AND INDISPUTABLE NATURE

1. The Insured Party will lose the right to the guaranteed service: in the case of aggravation of the risk, if the Policyholder or the Insured Party does not notify the Insurer and has acted in bad faith (Section 12 of the Act).
2. The Policyholder may rescind the contract when the list of practitioners is modified by 50% of the specialists that comprise it. This rule will not be applicable in the case of temporary substitutions for justified reasons.
3. If a medical examination was carried out or all the rights were recognised, the policy may not be disputed based on the state of health of the Insured Party or Parties and the Insurer may not refuse to provide its services arguing the existence of prior illnesses, unless any express exception was included in the policy's Specific Conditions as a result of the aforementioned examination.

If no medical examination was carried out or all the rights were not recognised, the policy will be indisputable once one year has elapsed from perfection of the contract, unless there was wilful misconduct on the part of the Policyholder.

ARTICLE 7 - INSURANCE TERM

The insurance is taken out for the period established in the Specific Conditions and the policy term will be as set out therein. Upon maturity, and pursuant to Section 22 of the Insurance Contract Act, it will be tacitly renewed for annual periods.

Notwithstanding the above, either of the parties may decide not to renew the contract, in which case they should notify the other party in writing of their decision. In this case the notification from the insured party must be sent to the Insurer at least one month before the end of the insurance period underway. Notification from the Policyholder must be made to the Insurer.

The cover taken out will not come into effect until the first premium payment has been made.

ARTICLE 8 - PREMIUM PAYMENTS

Pursuant to Section 14 of the Act, the Policyholder is liable for payment of the premiums.

1. The first premium or instalment thereof will be payable, pursuant to Section 15 of the aforementioned Act, upon signing the contract; if it is not paid due to causes attributable to the Policyholder, the Insurer will be entitled to rescind the contract or demand payment of the premium due via enforcement proceedings based on the policy. In any case and unless otherwise agreed, if the premium is not paid before a claimable event occurs, the Insurer will be released from any obligation therein.

The Policyholder will forfeit any agreed right to payment of the premium by instalments in the event of the failure to pay any invoice and from that moment the full premium amount agreed for the insurance period will be callable.

2. In the event of non-payment of the second or successive premiums or instalments thereof, the cover will be suspended a month after the day the premium amount becomes due, and if the Insurer does not demand payment within the six months following said due date, the contract will be deemed terminated. If the contract had not been resolved or terminated pursuant to the aforementioned conditions, the cover will become effective again at twenty-four hundred hours on the day on which the Policyholder pays the premium. In any case, while the contract is suspended the Insurer may only demand payment of the premium for the period current at the time.
3. The Insurer will only be bound by virtue of the payment slips issued by its agents.

Payment of premium amounts made by the Policyholder to the broker will not be deemed as made to the Insurer, unless the broker delivers to the Policyholder and in exchange, the premium receipt issued by the Insurer.

4. The Specific Conditions will establish the bank account designated by the Policyholder for payment of the premium payment slips, applying the following rules:

The premium will be deemed as paid at its due date unless, having attempted collection within a period of thirty calendar days, there were insufficient funds in the Policyholders account.

ARTICLE 9 - SPECIAL PRICES

The **maximum special prices** available to the Insured Party are established solely for the year in progress and, therefore, they may be updated based on the negotiations with the suppliers for the successive annual periods if it is deemed necessary.

These prices will be paid directly to the practitioner by the Insured Party.

ARTICLE 10 - OTHER OBLIGATIONS, DUTIES AND POWERS OF THE POLICYHOLDER OR INSURED PARTIES

1. The Policyholder and, as appropriate, the Insured Parties have the following obligations:
 - a) To notify the Insurer, as soon as possible, any change of address.
 - b) To notify the Insurer, as soon as possible, of the incorporation or withdrawal of Insured Parties during the term of the policy. These will come into effect on the first day of the

month following that of the date of notification made by the Policyholder, adapting the amount of the premium to the new situation.

- c) To reduce the consequences of the claimable event, employing the methods at their disposal for rapid recovery. Breach of this duty, with clear intention of causing damage to or deceiving the Insurer, will release the latter from any obligation regarding the benefits arising from the claimable event.
- d) To grant and facilitate the subrogation by the Insurer established under Section 82 of the Act.

2. The Policyholder may demand, within a period of one month following delivery of the policy, that the Insurer corrects any discrepancies between the policy and the insurance proposal or the agreed clauses, pursuant to that established under Section 8 of the Act.

ARTICLE 11 - OTHER OBLIGATIONS OF THE INSURER

Apart from providing the contracted healthcare, the Insurer will give the Policyholder the insurance policy or, as appropriate, the provisional cover document or that which corresponds pursuant to Section 5 of the Act.

Likewise, it will give the Policyholder the Insured Party or Parties' identification documents that give them access to the services.

At the time of subscribing the policy, the Insurer will also provide a copy of the Dental Practitioners' Panel, specifying the permanent emergency centre or centres and the addresses of the practitioners, clinics and other healthcare establishments.

The Insurer may update the list of practitioners annually, adding or removing practitioners, professionals, hospitals and other establishments listed therein. The Policyholder and/or Insured Parties will be obliged to use the services of the healthcare providers registered at the date of requesting the healthcare. For these purposes they may request an updated list of practitioners or view it at casersalud.es

ARTICLE 12 - ANNUAL UPDATING OF THE POLICY'S FINANCIAL TERMS

The Insurer may update the premium amount annually and review the maximum special prices. Premium updating will be based on the technical-actuarial calculations required to determine the repercussion of the increase in the cost or frequency of the healthcare services covered by the insurance, the incorporation in the cover of technological innovations that appear or are used after contract perfection, or other events of similar characteristics.

The Policyholder, upon receipt of the notification of these updated premiums may choose between renewing the insurance contract, which means acceptance of the new financial terms, or its rescission at the end of annual term in progress, by way of the corresponding written notice addressed to the Insurer.

ARTICLE 13 - NOTIFICATIONS

- 1. Notifications to the Insurer will be carried out at the address stated in the policy.
- 2. Notifications and premium payments carried out at the branches and offices of the Insurer or to the broker in the contract will have the same effect as if they had been made directly to the Insurer.

ARTICLE 14 - PRESCRIPTION

The actions derived from this contract prescribe in **five years** counted from the date on which they can be exercised.

ARTICLE 15 - JURISDICTION

This contract is subject to Spanish jurisdiction and, within this, the judge competent to hear actions derived from said contract will be that corresponding to the address of the Insured Party in Spain.

This insurance contract includes in an inseparable manner the General Conditions, the Specific Conditions, the Special Conditions and the Appendices that set out the modifications referring to all the aforementioned agreed by the parties.

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APPENDIX I: GLOSSARY OF DENTISTRY SERVICES TERMS

ALVEOLOPLASTY: Technique used to fill a tooth alveolus with hydroxylapatite following tooth extraction.

APEX FORMATION: Procedure used to encourage root formation in children's teeth.

APICOECTOMY: surgical procedure in which the tip of the tooth's root is removed via the bone and gum.

BRACKETS: orthodontic device or appliance that is attached to a tooth in order to fasten an arch wire. There are several types of brackets: metal, sapphire, ceramic, and plastic.

CAST CORE: system which permits the restoration of a dental crown. This is done by placing it on an osseointegrated implant, or the natural root of a tooth that has had root canal treatment, and subsequently placing an artificial crown on top. In post and core systems the post is placed on the implant or root while the core provides a base for the crown.

CAT SCAN Computerised Axial Tomography (CAT), which is a radiological diagnostic test that uses x-rays and computerised image processing. The computer reconstructs the x-rayed planes. When the images are processed they can be viewed as three-dimensional slices on a television screen or in a radiograph. This technique achieves very precise images of the inside of the body and its different organs, enabling more precise diagnoses.

CORE OR ANGLE RECONSTRUCTION WITH PINS OR POSTS: Reconstruction of an extremely deteriorated tooth, using posts or pins to reinforce the repair.

CROWN: artificial tooth cover made of metal, porcelain or porcelain fused to metal. Crowns are placed over teeth that have been weakened by caries, or badly damaged and restored with dental pins or posts.

CYST: Closed sac, with epithelial cover that usually contains a liquid. The origin may be infectious or residual. Almost all are benign and a pathological anatomy study should always be carried out.

DENTAL IMPLANTS: Small dental devices that are inserted in the upper and lower maxillas to help with the reconstruction of an oral cavity that has few or no teeth, and can be restored.

DENTASCAN: Computer program for CT scans that provide high resolution images of the upper and mandible and jaw and which, with axial plane slices, produces panoramic and transversal reconstructions.

ENDODONTIC RE-TREATMENT: Procedure in which root canal treatment is repeated on a tooth when the initial endodontic treatment has not had the expected result.

ENDODONTIC TREATMENT (ROOT CANAL): removal of nerve, whether alive or dead, from a tooth. The tooth can have one or several roots and depending on the number, the treatment will be single-root, dual-root or multi-root.

EPULIS: Small, red-violet benign tumour that develops at alveolus edge level of the gums at the expense of the tooth and the soft tissue.

FENESTRATION OF CANINE TEETH: Removal of bone and mucous around an impacted tooth for the purpose of releasing and accessing the tooth crown, allowing the orthodontist to fit a bracket and take this tooth to the dental arch.

FISSURE SEALING: Thin plastic film that is painted on the chewing surface of the back teeth (molars and premolars), to prevent tooth decay.

FLUORIDATION: Procedure used to deliver fluoride to the body to prevent tooth decay.

FRAENULUM: Mucous membrane fold that connects alveolus mucous with the upper lip or the tongue. (Can be labial or lingual).

GINGIVECTOMY: Surgical procedure to remove damaged gingival tissue (gums). Currently, it is used in treatment of: drug-induced hyperplasia (growth) of the gums, gum fibrosis, supra-osseous pockets in difficult places. It is also used to improve access in restorative techniques that invade the sub-gingival area.

INTRAORAL RADIOGRAPHY: Exploratory technique consisting in the placement of different sized radiography plaques inside the mouth, which are imaged from the outside by an x-ray machine.

MAXILLARY SINUS LIFT: Surgical technique applied to increase the bone in the upper arch in order to achieve an appropriate osseous base in which to place bone-integrated implants, in cases where the thickness of the bone does not allow it.

MOUTH GUARD: appliance to immobilise teeth made of plastic or acrylic resin that is used in orthodontics as a stabiliser, as a means of inserting whitening substances into the mouth, and in periodontal treatments, as well as in temporomandibular joint pathology to relieve the symptoms of this joint and the effect on the teeth's chewing surfaces due to excessive jaw clenching or friction between the upper and lower teeth (bruxism).

OBTURATION: Filling.

ORTHODONTICS: Speciality within dentistry that includes all the techniques designed to improve positional defects in the patient's teeth, to achieve improved mechanical operation and satisfactory mouth aesthetics.

ORTHOPANTOMOGRAPHY: Panoramic dental radiography. Radiography of the maxillas that shows the osseous dental structures, as well as allowing certain presumptive diagnoses.

PERIODONTAL DIAGRAM: Measurement of tooth mobility.

PERIODONTAL FLAP SURGERY: Surgical technique applied to treat periodontal disease, designed to eliminate pockets, regenerate and gain insertion.

PERIODONTAL TREATMENTS: Branch of dentistry that deals with the diagnosis, prevention and treatment of periodontal (tissue surrounding the teeth, i.e. the gums and bone) diseases. Infection in these tissues due to lack of care destroys them, and the teeth become loose (periodontitis or pyorrhoea).

PREVENTIVE DENTISTRY: Subdiscipline of dentistry concerned with the prevention of disorders of the oral cavity, as well as the preservation of healthy teeth and gums.

PROSTHESIS: Replacement of a part of the body with an artificial element to restore the lost function.

PULPECTOMY: Partial removal of the nerve by removal the dental pulp, followed by tooth filling.

REPAIRS: Repairs to a damaged dental apparatus, which may be simple or require soldering.

RESIN: Filling material that matches the tooth colour, made from resin reinforced with silica or porcelain particles. It is used in dentistry as one of the several alternatives to dental amalgams.

ROOT SCALE AND POLISH: Treatment to remove and eliminate dental calculus or plaque from the tooth roots with selective instruments for each tooth.

SKELETAL: Partial removable prosthesis with a metal structure. A skeletal comprises retainers, a base of resin, large and small connectors and the teeth. The number of teeth determines the size of the skeletal.

SPACE MAINTAINERS: Fixed or removable devices designed to preserve the space left by one or several teeth until the permanent teeth come through.

TARTAR REMOVAL: Removal of bacterial plaque and tartar and dental calculus.

TELERADIOGRAPHY: Radiograph of the patient's cranium and mandible profile with the source of radiation distant from the patient and in which the rays of the beams are parallel. It is carried out with the photographic plaque outside the mouth and the x-ray equipment located at more than two metres from the patient's head, in order to maintain, as far as possible, its real dimensions.

TEMPOROMANDIBULAR JOINT (TMJ) PATHOLOGY: Painful or faulty TMJ movement. The TMJ is the joint that makes it possible to open and close the mouth and it is where the mandible joins the cranium's temporal bone, in front of the ear, on each side of the head.

VENEERS: Resin or porcelain facing attached to the front of a tooth or crown to give it a natural appearance.

VESTIBULOPLASTY: Surgical procedure designed to correct the height of the mouth vestibules (space between the lips and the gums).

WHITENING: Technique used to whiten extremely discoloured teeth.

WISDOM: TOOTH Definitive third molar.

INSURED PARTIES OMBUDSMAN SERVICE

1. CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A. (CASER) places at its customers' disposal an Insured Parties Ombudsman Service (Complaints and Claims) at Avenida de Burgos 109, 28050 Madrid and at the electronic mail address: defensa-asegurado@caser.es.

2. This Service will deal with and resolve, pursuant to prevailing regulations and within a maximum period of two months as from their filing, any complaints and claims submitted directly or via a duly accredited representative, by any individuals or incorporated entities that are CASER insurance users and participants in or beneficiaries of CASER employment pensions plans and CASER associates, when these refer to their legally recognised interests and rights related to their insurance transactions and pension plans, whether derived from the policies themselves, the regulations on transparency and customer protection or best practices and customs, and in particular, the principle of equity.

Complaints and claims will be submitted in writing to any office of the entity or the central office of CASER GESTIÓN TÉCNICA, A.I.E. (Avenida de Burgos, No. 109, 28050, Madrid), by post or by computerised, electronic or online means, provided these enable their reading, printing and conservation and meet the legal requirements and characteristics established in the Regulations.

3. Once a decision has been issued and the claims procedure with the Insured Parties Ombudsman Service has been exhausted, should claimants still disagree with the decisions announced or if two months elapse following receipt without said Service issuing a decision in the matter, claimants may address their claim to the Servicio de Reclamaciones de la Dirección General de Seguros Fondos de Pensiones [Pension Plan Insurance Department's Claims Office], Paseo de la Castellana, 44, 28046 Madrid; however, the decisions of this body are not binding. Likewise, they may submit them to the competent courts and tribunals.

4. Both at CASER offices and on its web page www.caser.es, our customers and users, as well as injured parties, will find a claims form, the CASER Insured Parties Ombudsman Service Regulations, which govern the activities and operation of this Service, and the characteristics and requirements for submitting and resolving complaints and claims.

5. All decisions will take into account the obligations and rights established in the general, specific, and special conditions of the contracts, as well as the legislation that regulates the insurance sector, and the regulations on transparency and customer protection in the financial services sector (Insurance Contracts Act; Act 20/2015, of 14 July, on the Classification, Supervision, and Solvency of Insurers and Reinsurers and its enabling regulations; the Financial System Reform Act; the Collective Investment Institutions Act; Royal Decree 303/2004, of 20 February; Order 734/2004, of 11 March, by the Ministry of the Economy; the Consumer Protection Act; and the General Contract Terms and Conditions Act).