

Insurance information note



In compliance with article 96 of Law 20/2015, of July 14, on Organization, Supervision and Solvency of Insurance and Reinsurance Companies, and articles 122 and 124 of its Regulations approved by Royal Decree 1060/2015, of November 20, we inform you, in relation to the accident insurance that you request, of the following aspects:

1. Insurance Entity (Company name, legal form, and tax address):

ASISTENCIA SANITARIA COLEGIAL SOCIEDAD ANÓNIMA DE SEGUROS, hereinafter the “INSURER”:

Registered office: Av. Josep Tarradellas, 123-127, Bajos, 08029 BARCELONA.

Telephone: 93 495 44 44.

2. Member State of the European Economic Area of Origin and Provision of Services:

SPAIN.

3. Control authority:

Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economía y Hacienda. Entity Registration Number C-416.

4. Applicable law:

The insurance contract is subject to the following applicable regulations:

- Law 20/2015, of July 14, on Organization, Supervision and Solvency of Insurance and Reinsurance Companies.
- Royal Decree 1060/2015, of November 20, on Organization, Supervision and Solvency of Insurance and Reinsurance Companies.
- Law 50/1980, of October 8, on Insurance Contracts.
- Directive (EU) 2016/97 of the European Parliament and of the Council, of January 20, 2016, on insurance distribution of and transposition regulations.
- Royal Decree Law 3/2020, of February 4, on urgent measures incorporating into Spanish law various directives of the European Union in the field of public procurement in certain sectors: private insurance, pension plans and funds, taxation, and tax litigation.
- Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and the free movement of these data.
- Organic Law 3/2018, of December 5, on Protection of Personal Data and Guarantee of Digital Rights.

5. Complaint instances in the event of discrepancies or litigation:

The INSURED AND/OR POLICYHOLDER may submit complaints or claims to the following instances:

5.1 Internal:

The INSURED AND/OR POLICYHOLDER may file complaints and claims to the INSURANCE Customer Service. To facilitate the participation and collaboration of customers, all regional delegations and offices have forms for the formalization of their complaints or claims in person. They can also do it by mail at Av. Josep Tarradellas, 123-127, Bajos, Barcelona 08029 or by email: atencionalclient@asc.cat.

Once the procedure has started, in accordance with applicable law, the INSURER will proceed to acknowledge receipt and resolve the claim within the legally established period, in accordance with the procedure detailed in the Customer Service Regulations. A copy can be consulted at the INSURER's offices and on its website: www.asc.es/es/servicio-cliente.

5.2 External:

Once the INSURER'S Customer Service channel has been exhausted, the INSURED AND/OR POLICYHOLDER can file a claim to Servicio de Reclamaciones de la Dirección General de Seguros y Fondos de Pensiones, located at Paseo de la Castellana 44, Madrid 28046, or you can submit your complaint or claim through the virtual office: www.dgsfp.mineco.es.

Specifically, the policy of transparency and protection of the INSURED can be found in:

- Law 44/2002, of November 22, on Reform Measures in the Financial System.
- Order ECC/2502/2012, of November 16, which regulates the procedure for submitting claims before the complaint service of Banco de España, la Comisión Nacional del Mercado de Valores y la Dirección General de Seguros y Fondos de Pensiones.
- Order ECO / 734/2004, of March 11, on Customer Service and Ombudsman Departments in financial institutions.

5.3 In any case, the INSURED AND/OR POLICYHOLDER may always go to court to resolve any conflict with the INSURER.

In accordance with article 24 of the Insurance Contract Law, “Any agreement shall be competent for the knowledge of the actions arising from the Insurance Contract and any agreement against it shall be void”.

6. Basic information on Data Protection:

Basic information

Responsible	ASISTENCIA SANITARIA COLEGIAL, SA DE SEGUROS.
Purpose	Manage your request for information in relation to the insurance we offer, as well as processing the insurance simulation and calculating the amount of the corresponding premium. Incorporation into the ASCSA file. Thus, in order to be able to offer you products and services in accordance with your interests, we could develop a "commercial profile," based on the information provided.
Legitimation	Execution of a contract (pre-contractual relationship at the request of the interested party) and consent of the interested party.
Recipients	The ASC Group and/or related entities listed in the additional information section, always for the same purpose. No international transfers are expected.
Rights	The interested party has the right to access, rectification, erasure, object, withdraw consent, restriction, portability, and not to be subject to automated individual decision making.
Additional information	You can consult additional and detailed information on Data Protection on the following website: www.asc.es/es/proteccion-de-datos .

7. Information on the financial and solvency situation of the Insurer:

The INSURED AND/OR POLICYHOLDER can access the Report on the financial and solvency situation of the INSURER through its website: www.asc.es/es/inf_solvencia.

8. Other specific accident insurance information:

8.1. Insured Guarantees

The services guaranteed in Asistencia Sanitaria, within the scope established in the General and Particular Conditions of the Policy, are as follows:

- **Death by accident:** The BENEFICIARY designated in the Policy, or otherwise, the rightful claimants will be paid the insured capital in the event of the INSURED death from a covered accident, in accordance with the content of the policy.
- **Permanent Disability by accident:** The INSURED will be paid in the event of anatomical or functional loss, total or partial, of a permanent and irreversible nature suffered by the INSURED as a direct consequence of an accident, in accordance with the content of the policy.
- **Temporary Disability by accident:** The INSURED will be paid in the event of suffering from physical condition, resulting from an accident, which makes the insured person unable to carry out his/her private or professional activities for a period of time, at the end of which the INSURED recovers the capacity for its exercise, in accordance with the content of the policy.
- **Healthcare and Hospitalisation by accident:** Health, surgical, pharmaceutical and hospitalisation care will be provided to the INSURED, necessary for the rehabilitation of the consequences of the accident, including the ambulance service, in accordance with the content of the policy.

Death and Permanent Disability are basic guarantees by accident, which must be contracted together. Temporary Disability, Health Care and Accident Hospitalisation are optional guarantees.

By paying an extra premium and specifying them in the Particular Conditions, coverage of risks arising from the practice of certain sports may be contracted, as well as the complementary risks of:

- Double capital by traffic accident.
- Double capital in the event of an occurrence abroad.
- Study grant divided into five years for children under the age of 21.

8.2. About the Policy

The duration of the policy is annual, unless expressly mentioned in the particular conditions, the contract expires on December 31 of each year.

Once the Policy is signed and the first or only receipt has been paid, it will begin and end on the date and time indicated in the Special Conditions.

As soon as the period indicated in the Particular Conditions of the policy expires, the contract shall be construed as being extended tacitly, for the period of one year, and so on each annuity.

In any case, the Policy will be extinguished at the end of the annuity within which the INSURED turns 70 years old.

The policy premium is unique and corresponds to the total duration of the Policy. The monthly payment corresponds to a fraction of the annual obligation if expressly set out in the Particular Conditions.

If, because of the POLICYHOLDER AND/OR INSURED, the first premium would not have been paid on expiry date, the INSURER has the right to terminate the contract or to demand payment of the amount agreed by executive means. In any case, if the amount of the policy has not been satisfied before any health service occurs, the insurer will be released from their obligation.

The payment of the premium will be made by direct debit to the bank account provided by the POLICYHOLDER.

The insurance premium includes the Insurance Premium Tax and the surcharges in favour of the Consorci de Compensació de Seguros.

The most common cause for premium determination in successive years is sinister behaviour and developments in CPI.

To make the insurance premium, the guarantees underwritten will always be considered. Other criteria may influence their determination, such as profession, prior state of health and age, that will be determined by the INSURER in each case.

The POLICYHOLDER may terminate the contract for the following reasons:

The POLICYHOLDER may object to the tacit extension of the policy by notifying the INSURER in writing within one month of the end of the policy term.

The POLICYHOLDER may unilaterally terminate the contract within thirty days of receipt of the policy, by informing the insurer, in writing or by any other media, without the need to indicate the reasons and without penalty.

8.3. Applicable tax regime

The tax regime applicable to the insurance contract shall be that concerning the applicable legislation in force at all times in relation to income tax, inheritance and donation tax and, if applicable, corporation tax.

The POLICYHOLDER states that, taking into account the information provided prior to the conclusion of the insurance contract, the INSURER has determined that this accident insurance product meets their requirements and needs by being aimed at people who wish to protect the health of the insured from accidents that may occur, through private healthcare and through the coverage of the specific product contracted by the POLICYHOLDER for the Insured.