STANDARDISED PRELIMINARY INFORMATION NOTE FOR MOTOR INSURANCE

1. PARTICULARS OF THE INSURER

Name of the contracting insurer and legal form:

REALE SEGUROS GENERALES, S.A.U.

Address of the entity's registered office:

C/ PRÍNCIPE DE VERGARA, 125, 28002 MADRID

Authorisation Code: registered with the General Directorate of Insurance and Pension Funds as authorised to operate in Spain: **C0613**

2. PRODUCT NAME

AUTO REALE

3. BASIC INFORMATION PRIOR TO SUBSCRIBING THE INSURANCE

The **basic information** prior to subscribing the insurance is as follows:

Particulars of the usual driver and/or occasional drivers and of the owner of the vehicle to be insured:

- Identification document
- Age and sex
- Driving licence issued
- Address
- Marital status and occupation

Particulars of the vehicle:

- Make, model and version of the vehicle
- Vehicle registration number
- Accessories
- Intended use

History of claims and incidents of the usual driver:

If your previous insurer participated in SINCO, the Historical Automobile Insurance File, the last five digits of the policy are sufficient. If it is not a SINCO insurer, a claim history document issued by the latter will be necessary.

The valuation of the risk and the determination of the insurance premium are based on the information provided to REALE SEGUROS in the questionnaire, in any other document or orally, so it must be truthful, since **any inaccuracy or omission could give rise to the loss of the right to benefits, in the event of gross negligence or serious misconduct, or to a reduction in the compensation paid in proportion** to the difference between the premium charged and that which would have been applied if the true extent of the risk had been known, by application of the Rule of Equity or the Proportional Rule.

The Premium is the financial contribution that the policyholder pays to REALE SEGUROS, subject to the information provided by the client.

Deductible. Fixed or proportional amount that the insured will bear in the event of a claim.

The Insurer must specify the types of deductibles that apply to the different coverages.

At Reale, we calculate our insurance rates based on the underwriting risk, reviewing prices each year in accordance with claims/incidents criteria (frequency and severity). Our rates are designed to suit the needs and characteristics of our clients. We also take steps to ensure that our pricing practices are fair, always following transparency and customer protection regulations.

4. NEED FOR UPDATE

Throughout the validity of the policy, the policyholder or the insured must notify REALE as soon as possible, as set out in Articles 11, 12, 13 and 34 of the Insurance Policy Act (LCS), of any circumstances that aggravate or reduce the risk and are of such a nature that had they been known to REALE at the time of issuing the policy would have led to the terms and conditions being different:

- Change of ownership or transfer of the insured vehicle or change in the vehicle itself.
- Any change in the characteristics or use of the insured vehicle.
- Change, inclusion or exclusion of the usual driver and occasional drivers.
- Change in the habitual address or the form or frequency of payment of the premium.

5. LEGAL DEFENCE AND EXTRAORDINARY RISKS INSURANCE

Legal defence

What is covered?

Legal defence by Barristers and Solicitors appointed by REALE, in criminal proceedings against it in the event of a ROAD TRAFFIC ACCIDENT with the INSURED VEHICLE caused by imprudence, incompetence or negligence.

Without prejudice to the foregoing, the INSURED has the option of appointing Barristers and Solicitors to represent him/her in a procedure, in those cases in which their participation is necessary for the proper defence of his/her interests.

The INSURED shall notify REALE in writing of the free appointment of Barristers and Solicitors.

Risks

It is the responsibility of the Insurance Compensation Consortium to pay the insured compensation for **extraordinary incidents**.

The Consortium assumes the damages caused to people and property in accordance with the terms established in its Regulations for extraordinary risk insurance.

6. NON-ENFORCEABLITY OF CERTAIN CLAUSES AGAINST THIRD PARTIES

The insurer may not rely on contractual clauses that exclude the occupant from insurance coverage on the basis that the latter knew or should have known that the driver of the vehicle was under the influence of alcohol or other toxic substance at the time of the accident. As set out in Article 6 of the Law on civil liability and insurance in the circulation of motor vehicles (LRCSCVM), the insurer may also not rely on the existence of deductibles vis-à-vis the injured party, nor, in the case of the policyholder, driver or injured party, on failure to use the European Accident Report.

7. INCIDENT

Procedure for reporting an incident.

The incident must be reported to REALE as soon as possible, within a MAXIMUM period of 7 DAYS from when it becomes known.

REALE must also be notified of any judicial, extra-judicial or administrative notification that comes into the possession of the insured or policyholder or of which he or she becomes aware and which is related to the incident.

All available information about the circumstances and consequences of the incident must be provided and all means at the disposal of the insured or policyholder must be used to mitigate its consequences.

Notification of the incident must be made:

- at REALE offices or through the Intermediary who arranged the insurance.
- by calling 900 455 900 to report any type of incident.
- by calling 900 365 900 from within Spain or (34) 91 393 90 30 from abroad to request the services provided through the travel assistance coverage.

Total Loss when, at the time of the loss, the cost of the repair is higher than the compensable value.

How is the amount of damage assessed?

1. The damage will be verified and its consequences assessed by mutual agreement through an appraisal of the damages within 3 working days of receipt of the incident report, provided that the nature of the damage allows it and the workshop where the repair is to be carried out has been indicated.
2. The assessment of the damage will be carried out according to the cost of its repair or replacement in the case of partial damage, which may not exceed its COMPENSATION LIMIT.
3. To receive compensation, the insured must present the corresponding invoices.
4. In the event of a total loss, the value of the remains, which will remain the property of the INSURED, will be deducted from the INSURED CAPITAL.

In policy versions that include all or some of the coverages for Theft, Fire, Damage and Total Loss, the new value of the vehicle is covered in the first 2 years, the market value plus 50% of the difference between the new value and the market value in the third year, the market value plus 30% in the fourth and fifth years, and the market value from the sixth year onwards. In all cases, always counted from the date of first registration.

NEW VALUE is the total retail price of the insured vehicle in new condition, including legal surcharges and taxes that make it suitable for circulation on public roads, according to the catalogues of the sellers or manufacturers. Only those accessories that are included in the vehicle as standard will be included in this price. When the vehicle is no longer manufactured or is not included in the aforementioned catalogues, the value corresponding to a vehicle with similar characteristics will be applied as a new value.

MARKET VALUE: Average actual sale value of the insured vehicle or a vehicle of similar characteristics obtained by professionals in the second-hand market immediately prior to the occurrence of the loss.

Power of Recourse for compulsory (third-party) insurance coverage, whereby the insurer, after paying the compensation, may seek recourse:

- **against the driver, the owner of the vehicle causing the accident and the insured,** if the damage caused was due to the wilful conduct of any of them or to driving under the influence of alcoholic beverages or toxic drugs, narcotics or psychotropic substances.
- **against the third party responsible** for the damage.
- **against the policyholder or insured,** for the reasons provided in the Insurance Policy Act and, in accordance with the provisions of the contract, in the event that the vehicle was being driven by someone who did not hold a driving licence.

The insurer's right to recover compensation expires after a period of one year, counted from the date on which payment was made to the injured party, as set out in Royal Legislative Decree 8/2004 of 29 October approving the revised text of the LRCSCVM (Article 10).

The European Accident Report

This is a "friendly" incident report (*declaración amistosa de siniestro*), which does not imply recognition of liability. However, it serves to correctly record all the details of the accident, speeds up the administrative procedures and allows the injured party to be compensated for material damage to his or her vehicle in a much more efficient manner.

8. POLICY ON THE USE OF CLAIMS RECORDS

Insurers that take account of claims records when determining their insurance premiums will provide a link to the website where, pursuant to the provisions of Article 2 of the LRCSCVM, they have published the general synopsis of the policies they apply in relation to the use of such records.

9. COMPLAINTS PROCEDURE

Procedure for making complaints or claims and applicable jurisdiction:

In accordance with Order ECO/734/2004, of 11 March on customer service departments and the ombudsman for clients of financial institutions, Reale Seguros Generales, S.A., has a Customer Service Department located at Calle Príncipe de Vergara 125, 28002 Madrid, the email address of which is serviciodeatencion.clientes@reale.es.

The purpose of this department is to deal with and resolve complaints and claims made by individuals or companies that use REALE's services, provided said complaints and claims refer to their legally recognised rights and interests resulting from policies, regulations on transparency and customer protection, or the good practices and customs of the insurance sector. Complaints and claims may be submitted in person at any REALE office that is open to the public. In addition, there is a toll-free telephone number: 900 211 021. Complaint and claim forms are available from all REALE offices. Complaint and claim forms are available from all REALE offices. In addition, complaints may be sent by post to the REALE Customer Care and Protection Service at the aforementioned address, using the same forms indicated above, or by email, in which case the requirements of Law 6/2020 of 11 November regulating certain aspects of electronic trust services must be complied with.

The Customer Care and Protection Service must resolve the Complaint or Claim within the time set out in the regulations. If you do not agree with the resolution reached by the Customer Care and Protection Service, your complaint may be escalated to the Customer Ombudsman, Cl. Julián Camarillo, 29, Ed. 2, 4ª pl. izqda. 28037 MADRID, Tel. 91 310 40 43, Fax 91 308 49 91, email reclamaciones@da-defensor.org or to the Complaints Service of the Directorate General of Insurance and Pension Funds located at Paseo de la Castellana 44, 28046 Madrid, www.dgsfp.mineco.es/reclamaciones/index.asp or you can initiate proceedings through the civil courts. Note that the Entity is not a member of any consumer arbitration board.

10. APPLICABLE LEGISLATION AND GENERAL DIRECTORATE OF INSURANCE AND PENSION FUNDS

- Law 50/1980 of 8 October on Insurance Contracts.
- Law 20/2015 of 14 July on the organisation, supervision and solvency of insurance and reinsurance institutions, as well as its implementing regulations.
- Law 6/2020 of 11 November regulating certain aspects of electronic trust services. In relation to distance marketing:
- Law 34/2002 of 11 July on services of the information society and electronic commerce.
- Royal Decree-Law 3/2020 of 4 February on Insurance Distribution.
- Royal Legislative Decree 8/2004 of 29 October approving the revised text of the LRCSCVM.
- Regulation 1507/2008 of 12 September on compulsory civil liability insurance for motor vehicles.
- Royal Legislative Decree 7/2004 of 29 October approving the revised text of the Legal Statute regulating the Insurance Compensation Consortium.

▪ Law 22/2007 of 11 July on the remote marketing of financial services for consumers.

As well as any other regulations that may be applicable during the validity of this policy, and the provisions of the General and Specific Conditions.

The DGSFP

The DGSFP is an administrative body attached to the Ministry of Economy, Trade and Enterprise, and is the control and supervision body for Spanish insurance entities.

11. TAX REGIME

Taxes. The insurance premium includes the Tax on Insurance Premiums (IPS) and the surcharges in favour of the Insurance Compensation Consortium.

12. INFORME SOBRE LA SITUACIÓN FINANCIERA Y DE SOLVENCIA

You can consult the Report on the financial and solvency situation of REALE on our website: https://www.reale.es/es/quienes-somos/la-compania/informacion-economica.

13. DATA PROTECTION

Below is the basic and essential information that you need to know about how Reale processes your data. We recommend you visit our website and read our complete Policy to learn in detail how we will process your data.
If you have any queries, please write to us at **dpo@reale.es** and we will try to answer all your questions.

CONTROLLER

REALE SEGUROS GENERALES, S.A. **(RSG)** or REALE VIDA Y PENSIONES, S.A. DE SEGUROS **(RV)**, depending on the product for which you have requested a price or which you have finally decided to purchase.

PURPOSE AND LAWFUL BASIS

The data you have provided will be used by **RSG** or **RV**, as appropriate, to:
(1) manage the draft insurance policy, application or pricing of the requested insurance, as well as to formalise and manage the insurance if you decide to purchase it. **Lawful basis: execution of the contract.**
(2) communicate the data to other insurers or reinsurers, as well as to the insurance broker that has brokered the policy. **Lawful basis: execution of the contract.**
(3) comply with our legal obligations as an insurer, mainly for the selection of the risk to be insured, or the prevention of money laundering for RV, among others. **Lawful basis: legal obligation.**
(4) prevent fraud, default and identity theft (including profiling); **Lawful basis: legitimate interest.**
(5) prepare statistical studies and develop new products and services after anonymising your data. **Lawful basis: legitimate interest.**
(6) carry out loyalty-based activities and opinion surveys. **Lawful basis: legitimate interest.**
Jointly between RSG and RV as **joint data controllers** to:

(7) centrally manage your data and provide you with a more immediate and complete service in all our branches. **Lawful basis: legitimate interest.**
(8) send you marketing messages for own products similar to those previously purchased by any means while you are a customer (includes the preparation of "basic" profiles). If your insurance has been brokered by a bancassurance Broker or

Operator, we will only process your data for this purpose if your Insurance Broker/Operator previously authorises us to carry out each action. **Lawful basis: legitimate interest.**
(9) Other purposes based on your consent (see the **You decide!** section of this clause).

RECIPIENTS

- **Other entities in the Reale Group** for the fulfilment of our legal obligations and the centralised management of the service.
- **Financial entities**, to manage collection and payments.
- **Entities and organisations, public or private**, involved in managing the insurance contract, insurers and reinsurers, involved in managing the policy as managers, as well as State security forces and bodies, regulators or government bodies.
- **The broker or insurance brokerage firm** that brokered your policy.
- **Common solvency databases** relating to compliance with and breach of monetary obligations.
- **Common databases for fraud prevention and detection**, as appropriate for the insurance subscribed.
- **The Insured Vehicles Information Database (FIVA).**

RIGHTS

You can exercise your rights of access, rectification, deletion, portability, limitation and, where appropriate, objection to the processing, as well as revoke your consent at any time, by contacting your Insurer or either of the joint controllers in relation to the processing carried out jointly, through the email address **protecciondedatos@reale.es.** You can also file a complaint with the Spanish Data Protection Agency (www.aepd.es) in cases where you consider that the processing does not comply with current regulations or you have not obtained satisfaction in the exercise of your rights.

ADDITIONAL INFORMATION

We recommend that you read the comprehensive, detailed information on the processing of your data at **www.reale.es/es/politica-de-privacidad**, by scanning the QR code or by contacting us on **900 101 480** so that we can send it to you by the means you prefer.

We will communicate with you by any means (including WhatsApp) when necessary for any of the purposes described above. If you do not wish to receive communications by a particular means, please contact us to register your preferences.

YOU DECIDE!

Only if you give us your consent will we use the data to:
1. Prepare "advanced" profiles for commercial or promotional purposes.
2. Send sales mailings for two years once the pre-contractual and/or contractual relationship has ended.
3. Send promotional and advertising information from Grupo Reale institutions and third-party companies, whether or not you are a customer.
You can decide whether you give us your consent, by going to https://consentimientos.reale.es/