

**CUSTOMER PROTECTION RULES
CIGNA LIFE INSURANCE COMPANY OF EUROPE, S.A. / N.V.,
Spanish Branch**

Introductory Article

These Customer Protection Rules have been approved by the General Management of CIGNA Life Insurance Company of Europe, S.A. /N.V. Spanish Branch (hereinafter, "CIGNA") and are intended to regulate the activities carried out by CIGNA's Incidents Service and CIGNA's Consumer Ombudsman, and the interactions between both Services.

Section I.- INCIDENTS SERVICE

1. Purpose, Scope of Application, and Name

CIGNA's customer care service will be called the "Incidents Service". The Incidents Service will handle claims and complaints arising from (a) insurance contracts, and (b) mediation actions by insurance agents or CIGNA's insurance bank operators, submitted to the Service for resolution within the framework of these Rules.

2. Chief of the Incidents Service

2.1.- Appointment

The Chief of the Incidents Service will be appointed and removed by resolution of the General Management in Spain.

2.2.- Term

The Chief of the Incidents Service is appointed for one year. However, appointments may be automatically extended for further 1-year periods.

2.3.- Ineligibility, Disqualifying Circumstances, and Removal

The Chief of the Incidents Service may not carry out functions at the sales, marketing, subscription or accidents processing departments, while his or her appointment as Chief of the Incidents Service is in force. Persons disqualified from conducting trade, as established in Article 13 of Spain's Code of Commerce, may not be appointed Chief of the Incidents Service.

The Chief of the Incidents Service may be removed if:

1. He or she requests that his or her employment relationship with CIGNA ceases or terminates;
2. He or she resigns and his or her resignation is duly accepted;
3. Any of the ineligibility or disqualifying circumstances described above apply to him or her; or
4. A conflict of interests arises during a decision-making process.

3. Submitting Claims or Complaints

A claim or complaint form may be submitted in person or through a duly appointed agent at any of CIGNA's offices. Claims or complaints may also be submitted online, electronically or by using any other digital transmission methods. In such case, the provisions of Spanish Act No. 59/2003, of December 19, on e-signature will apply.

Claims or complaints must be submitted to the following address:

**SERVICIO DE INCIDENCIAS DE CIGNA
(CIGNA's Incidents Service)**

c/ Parque Empresarial La Finca
Paseo del Club Deportivo, 1
Edificio 14 - Planta Baja
28223 Pozuelo de Alarcón (Madrid)
email: servicio.incidencias@cigna.com

Claim and complaint forms will be available at all CIGNA offices. Notwithstanding the foregoing, CIGNA will only process claims and complaints that meet the following requirements:

- Claimant's personal details. If the claim or complaint is submitted through an agent, proof of the agent's representation powers must be submitted using any means admitted by Law;
- Causes for the claim or complaint. Copies of supporting documents, if any, may be provided;
- Details of the office, department, or associate having given rise to the claim or complaint;
- Form of relief sought by the consumer;
- Statement by the consumer that, to the best of his or her knowledge, the claim or complaint is not under administrative, arbitration or court proceeding;
- Place, date, and signature.

The Incidents Service will always acknowledge receipt of claims and complaints submitted to it.

Claim or complaint forms may also be submitted to the Consumer Ombudsman at the following address:

DA DEFENSOR
C/ Velázquez, 80, 1º Dcha
28001 MADRID

Teléfono: 91 310 40 43 - Fax: 91 308 49 91
email: info@da-defensor.org

4. Who Can Submit a Claim or Complaint

Policy holders, insured parties, beneficiaries, affected third parties and successors-in-title of any of the foregoing may submit a claim or complaint in relation to insurance policies provided by CIGNA, including through the mediation of CIGNA insurance agents or insurance bank operators.

5. What Events Can Be Reported to the Incidents Service

The Incidents Service will handle **claims** submitted to it by individuals or corporations eligible to do so, as established in the previous Article.

CIGNA will forward complaints submitted by individuals or corporations eligible to do so as established in Article 4 above to the CONSUMER OMBUDSMAN for review, pursuant to the terms and conditions set forth in Section II, paragraphs 11 et seq of these Rules.

The Incidents Service will forward complaints to the Consumer Ombudsman for processing, pursuant to the provisions of Article 15 of these Rules.

For the purposes of this section and insofar as the Incidents Service is concerned, a complaint means a complaint about the operation of the financial services provided to CIGNA members and filed for delays, negligence, or other type of behavior observed in the operation of the institution.

Claims or complaints will not be processed if:

- Remedies or other actions falling within the scope of competence of administrative, arbitration, or judicial bodies are submitted as claims or complaints, or if resolution or court action is pending in relation to the claim or complaint, or if the claim or complaint has already been sorted out by any of these bodies;
- The facts and causes on which the claim or complaint is based and the relief being sought do not refer to specific operations or do not meet the requirements foreseen in section 2, Article 2, of Spanish Order No. ECO/734/2004, of March 11, on customer care departments and services of financial institutions;
- Claims or complaints insist on past claims or complaints that were already resolved and were submitted by the same customer for the same facts.

6. Processing of Claims and Complaints

After receiving the claim, the Incidents Service will determine whether or not the claim fulfills the processing requirements set out in section 3 (Submitting Claims or Complaints) above.

If the personal details of the consumer are insufficient or the facts giving rise to the claim are not clearly explained, the consumer will be asked in writing, before the claim is processed, to remedy any deficiencies observed within 10 calendar days. The consumer will also be informed that if he or she fails to do so, the claim or complaint will be closed without further processing.

The time it takes the consumer to remedy any such deficiencies will be additional to the 2-month period established for producing the claim or complaint report.

The Incidents Service will always acknowledge receipt in writing of claims and complaints submitted to it, whether or not they fulfill the submission requirements.

7. Internal Processing

The Incidents Service may collect from both the consumer and the various departments and services of the affected institution, all such details, explanations, reports, or supporting elements as may be deemed relevant, while the claim or complaint is being processed, for the purposes of resolving the claim or complaint.

8. Resolution and Notification

Processing of the claim or complaint will be completed within no more than two months from the date on which the claim or complaint is submitted to the Incidents Service. This deadline does not take account of the days on which the processing remains on hold, while the consumer remedies any deficiencies observed, as established in Article 6 above.

A reasoned resolution, clearly indicating the decision on the relief sought, will be reached on the basis of contractual clauses, insurance laws, regulations on private insurance mediation, and good practices and uses within the insurance industry.

Notice of the decision will be sent to the interested parties within ten calendar days from the date of the decision. Notice will be sent using the consumer's chosen method: in writing (by certified mail with acknowledgement of receipt), online, electronically or by using any other digital transmission methods enabling the recipient to read, print, and save the relevant documents fulfilling the requirements established in

Spanish Act No. 59/2003, of December 19, on e-signature. If the consumer does not express his or her choice of transmission method, notice of the decision will be sent in the same way that the claim or complaint was submitted.

If CIGNA Life Insurance Company of Europe, S.A. /N.V. Spanish Branch receives a claim and decides to settle the matter with the consumer to the consumer's satisfaction, CIGNA will inform the competent body and provide relevant documentary evidence of the settlement, unless the interested party expressly decides to withdraw the claim or complaint. In that case, the claim or complaint will be closed without further processing.

Consumers may withdraw a claim or complaint at any time. If this occurs, the claim or complaint will be immediately closed with regards to consumer relief. However, the Chief of the Incidents Service may decide to continue investigating the claim or complaint in order to promote compliance with transparency and customer protection regulations, and good financial practices and uses.

If the established term elapses or if the claim or complaint were rejected, consumers may still submit their claims or complaints to the Complaints Office of Spain's Agency for Insurance and Pension Fund Matters (*Dirección General de Seguros y Fondos de Pensiones*).

9. Interaction with the Complaints Office of Spain's Agency for Insurance and Pension Fund Matters

CIGNA will reply, through a designated official, to all such requests as the Complaints Office of Spain's Agency for Insurance and Pension Fund Matters may require from it while performing its functions, within the deadlines the Office may determine. The Chief of the Incidents Service or a person of CIGNA's choice may act as the designated official for such purposes.

10. Annual Report

The Chief of the Incidents Service will submit a detailed report to CIGNA's General Management containing the items described in Spanish Order No. ECO/734/2004 on customer care departments and services and the consumer ombudsman of financial institutions.

Section II.- CONSUMER OMBUDSMAN

11. Purpose and Scope of Application

The Ombudsman acts independently from CIGNA, as it is not part of its organization, and in full autonomy with regards to the criteria and guidelines applied while exercising its role.

The Ombudsman:

- Handles and resolves **complaints** arising from (a) insurance contracts, and (b) mediation actions by insurance agents or CIGNA's insurance bank operators, submitted to it for resolution within the framework of these Rules.
- Promotes compliance with transparency and customer protection regulations, and good financial practices and uses.

12. Ombudsman

12.1. Appointment and Term

The Ombudsman will be appointed by CIGNA's General Management on the basis of the applicable legal requirements. The Ombudsman is appointed for one year, as agreed between CIGNA and the Ombudsman, but his or her appointment may be extended automatically for successive 1-year periods.

CIGNA has designated D.A. Defensor Convenio Profesional, S.L. as its Consumer Ombudsman. The company D.A. Defensor Convenio Profesional, S.L. meets all the legal requirements established for performing this function and its details are:

DA DEFENSOR

C/ Velázquez, 80, 1º Dcha

28001 MADRID

Teléfono: 91 310 40 43 - Fax: 91 308 49 91

email: info@da-defensor.org

12.2. Ineligibility, Disqualifying Circumstances, and Removal

The Ombudsman will not be able to act as such and will be removed if it fails to meet the requirements established by law, including having good commercial and professional repute and appropriate knowledge and experience in its field of expertise, as defined in Spanish Order No. ECO/734/2004, of March 11.

The Ombudsman may be removed if:

1. It requests that its employment relationship with CIGNA ceases or terminates;
2. It resigns and its resignation is duly accepted;
3. Any of the ineligibility or disqualifying circumstances described above apply to it; or
4. A conflict of interests arises during a decision-making process.

13. Submitting Claims or Complaints

A claim or complaint form may be submitted in person or through a duly appointed agent. In the latter case, proof of representation signed by the interested party must be provided. Claims or complaints may be submitted directly to the Ombudsman or any of CIGNA's offices. Claims or complaints may also be submitted online, electronically or by using any other digital transmission methods. In such case, the provisions of Spanish Act No. 59/2003, of December 19, on e-signature will apply.

Claim and complaint forms must meet the following requirements:

- Claimant's personal details. If the claim or complaint is submitted through an agent, proof of the agent's representation powers must be submitted using any means admitted by Law;
- Causes for the claim or complaint. Copies of supporting documents, if any, may be provided;
- Details of the office, department, or associate having given rise to the claim or complaint;
- Form of relief sought by the consumer;

- Statement by the consumer that, to the best of his or her knowledge, the claim or complaint is not under administrative, arbitration or court proceeding;
- Place, date, and signature.

The Ombudsman will always acknowledge receipt of claims and complaints submitted to it.

Claim or complaint forms may also be submitted to the Incidents Service at the following address:

**SERVICIO DE INCIDENCIAS DE CIGNA
(CIGNA's Incidents Service)**

c/ Parque Empresarial La Finca
Paseo del Club Deportivo, 1
Edificio 14 - Planta Baja
28223 Pozuelo de Alarcón (Madrid)
email: servicio.incidencias@cigna.com

14. Who Can Submit a Claim or Complaint

Policy holders, insured parties, beneficiaries, affected third parties and successors-in-title of any of the foregoing may submit a claim or complaint in relation to insurance policies provided by CIGNA, including through the mediation of CIGNA insurance agents or insurance bank operators.

15. What Events Can Be Reported to the Ombudsman

The Ombudsman will deal with complaints falling within its scope of competence, as described in Article 11, submitted by any of the persons mentioned in the previous Article, provided that the Incidents Service has not previously taken action in relation to the complaint. Issues that do not fall within the scope of competence of the Ombudsman will be referred to the Incidents Service.

For the purposes of determining the scope of action of the Ombudsman, ***complaint*** means any complaint submitted by a financial services consumer, stating that specific actions or omissions by CIGNA have damaged his or her interests or rights as a result of a breach of contract,

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transparency or customer protection regulations, or good financial practices and uses, and asking to have his or her interests or rights restored.

Complaints will not be processed if:

- Remedies or other actions falling within the scope of competence of administrative, arbitration, or judicial bodies are submitted as claims or complaints, or if resolution or court action is pending in relation to the claim or complaint, or if the claim or complaint has already been sorted out by any of these bodies;
- The facts and causes on which the claim or complaint is based and the relief being sought do not refer to specific operations or do not meet the requirements foreseen in section 2, Article 2, of Spanish Order No. ECO/734/2004, of March 11, on customer care departments and services of financial institutions;
- Claims or complaints insist on past claims or complaints that were already resolved and were submitted by the same customer for the same facts.

16. Processing of Claims and Complaints

After receiving the claim, the Ombudsman will determine whether or not the claim fulfills the processing requirements set out in section 3 (Submitting Claims or Complaints) above.

If the personal details of the consumer are insufficient or the facts giving rise to the complaint are not clearly explained, the consumer will be asked in writing, before the claim is processed, to remedy any deficiencies observed within 10 calendar days. The consumer will also be informed that if he or she fails to do so, the complaint will be closed without further processing.

If the complaint is rejected, the consumer will be informed of the reasons leading to the rejection of the complaint and he or she will be given no more than ten calendar days to reply. If the complaint remains ineligible for processing after the consumer's reply has been received, the consumer will be informed of the final decision taken.

The time it takes the consumer to remedy any such deficiencies will be additional to the 2-month period established for producing the complaint report.

The Ombudsman will always acknowledge receipt in writing of any complaints submitted to it, whether or not they fulfill the submission requirements.

17. Processing

If a complaint had been submitted by the consumer to CIGNA and the Incidents Services had rejected the relief sought by the consumer, the complaint will be forwarded to the Ombudsman within ten calendar days, along with the consumer's observations and the documentation deemed most convenient.

Without prejudice to the Incidents Service having acknowledged receipt of the complaint, the Ombudsman will keep the consumer updated on the processing of the complaint, indicating the date on which it was originally submitted for the purposes of calculating the 2-month term set for resolution.

The Ombudsman may collect from both the consumer and the affected Institution, all such details, explanations, reports, or supporting elements as may be deemed relevant, while the complaint is being processed, for the purposes of resolving the complaint. In the case of the Institution, a reply must be submitted within no more than ten days as of the date relief is sought.

For operational purposes, appropriate steps have been taken to ensure that the information is transmitted in a speedy, safe, efficient, and coordinated manner.

18. Resolution and Notification

Processing of the complaint will be completed within no more than two months from the date on which the complaint is submitted. This deadline does not take account of the days on which the processing remains on hold, while the consumer remedies any deficiencies observed in the claim or complaint submitted.

A reasoned resolution, clearly indicating the decision on the relief sought, will be reached on the basis of the contractual clauses, the legislation applicable to the insurance contract, the regulations on private insurance mediation, and the good practices and uses applicable within the industry.

Notice of the decision will be sent to the interested parties within ten calendar days from the date of the decision.

If the established term elapses or if the complaint were rejected, the consumer may still submit his or her complaint to the Complaints Office of Spain's Agency for Insurance and Pension Fund Matters (*Dirección General de Seguros y Fondos de Pensiones*).

If CIGNA receives a complaint and decides to settle the matter with the consumer to the consumer's satisfaction, CIGNA will inform the Ombudsman and provide relevant documentary evidence of the settlement, unless the interested party expressly decides to withdraw the complaint. In that case, the complaint will be closed.

Consumers may withdraw a claim or complaint at any time. If this occurs, the claim or complaint will be immediately closed with regards to consumer relief. However, the Ombudsman may decide to continue investigating the claim or complaint in order to promote compliance with transparency and customer protection regulations, and good financial practices and uses.

19. Annual Report

The Ombudsman will submit a detailed report to CIGNA's General Management containing the items described in Spanish Order No. ECO/734/2004.