OPERATING REGULATION OF THE CUSTOMER SERVICE DEPT. OF LLOYD'S INSURANCE COMPANY SA/NV

I. Purpose and remit of the Customer Service Department

Article 1: This Operating Regulation of the Customer Service Department govern the activities of the Customer Service Department in Spain of LLOYD'S INSURANCE COMPANY SA/NV, in accordance with Law 44/2002 of 22 November on Measures to Reform the Financial System, as amended by Law 10/2025 of 26 December regulating customer service departments, and ORDER ECO/734/2004 of 11 March on customer service departments and services and customer ombudsmen of financial institutions, insofar as it remains in force.

Article 2: The purpose of the Customer Service Department in Spain of Lloyd's Insurance Company SA/NV is to handle and resolve complaints submitted by its customers in relation to the conduct of the company itself through Spanish underwriting agencies ("coverholders") that have been authorised by it to operate and write risks on its behalf pursuant to the relevant delegation agreement or CAA ("Coverholder Appointment Agreement"), duly notified to the Directorate-General for Insurance and Pension Funds (DGSFP).

For the purposes of this Regulation, a complaint shall mean any statement concerning defective provision of the service or failure to comply or defective compliance with the offer made, irrespective of its internal classification, including complaints arising from incidents or enquiries that have not been satisfactorily resolved by the underwriting agency through which the insurance contract was entered into or by the entity designated in the policy to handle enquiries and incidents.

Article 3: All persons who qualify as consumers or users of financial services shall be entitled to submit complaints, provided that they relate to their legally recognised interests and rights, whether arising from contracts, customer transparency and protection rules, or good financial practices and customs, in particular the principle of fairness.

A consumer is any natural person acting for purposes outside their trade, business, craft or profession, as well as any legal person or entity without legal personality acting on a non-profit basis in an area unrelated to a commercial or business activity.

For the purposes of an insurance contract, policyholders, insured, beneficiaries, prejudiced third parties and their successors shall be regarded as consumers.

Likewise, associations and organisations representing the legitimate collective interests of users of financial services may submit complaints, provided that such interests are affected, that they are legally empowered to defend and protect them, and that they meet the requirements established in Royal Legislative Decree 1/2007 of 16 November approving the consolidated text of the General Law for the Protection of Consumers and Users and other supplementary laws or, where applicable, in regional legislation on consumer protection.

Article 4: The time limit for submitting complaints shall be whichever of the following is longer:

- TWO (2) YEARS from the date on which the complainant became aware of the facts giving rise to the complaint.
- The limitation period applicable to the actions or rights which, in accordance with the contracts or the applicable legislation, may be exercised by the person submitting the complaint or by the person on whose behalf it is submitted; in any event, no complaint may be submitted once FIVE (5) YEARS have elapsed since the occurrence of the relevant facts without a complaint having been submitted.

Article 5: The Customer Service Department shall have a period of one (1) month from the date on which the complaint is submitted to it to issue its decision.

Article 6: All departments and services of the entity, as well as the specific Spanish underwriting agency involved in the complaint, shall be required to provide the Customer Service Department with any information it requests in connection with the performance of its duties.

II. Head of the Customer Service Department

Article 7: The Head of the Customer Service Department must be a person of commercial and professional good repute and must have the knowledge and experience appropriate to the performance of their duties.

Article 8: The Customer Service Department shall be separated from the commercial and operational services of Lloyd's Insurance Company SA/NV, thereby avoiding any possibility of a conflict of interest.

For this purpose, the Department shall take its decisions independently, and under no circumstances shall the submission of complaints be used as an opportunity to offer goods, services or commercial offers, unless they are directly and clearly related to resolving the complaint and involve an improvement in the conditions under which the service is provided or in the price. The Department shall be provided with adequate human, material, technical and organisational resources to perform its duties, and its staff shall receive training and have the qualifications provided for by the applicable rules.

Article 9: The Head of the Customer Service Department shall be appointed by the Board of Directors of LLOYD'S INSURANCE COMPANY SA/NV.

Article 10: The term of office of the Head of the Customer Service Department shall be TWO (2) YEARS and shall be tacitly renewed for successive periods of the same duration.

Article 11: The following shall constitute grounds for incompatibility with, and ineligibility for, the position of Head of the Customer Service Department:

- Being disqualified from engaging in commercial activity under the provisions of the Commercial Code.

- Simultaneously holding a position with other financial institutions outside the group.
- Simultaneously holding the position of Customer Ombudsman for any financial institution.

Article 12: The Head of the Customer Service Department shall be removed from office by the Board of Directors of LLOYD'S INSURANCE COMPANY SA/NV.

The following shall constitute grounds for removal of the Head of the Customer Service Department:

- Becoming subject to any ground of incompatibility or ineligibility.
- Retirement.
- Permanent total incapacity for their usual profession.

III. Procedure for the submission, handling and resolution of complaints and claims

Article 13: Complaints may be submitted to the underwriting agency concerned or to the Customer Service Department at the office of Lloyd's Insurance Company SA/NV, Spanish Branch, at the email address made available by the entity for this purpose: lloydseurope.madrid@lloyds.com.

Article 14: Complaints may be submitted in person or through a representative, on paper or by computerised, electronic or telematic means, provided that such means allow the documents to be read, printed and stored. Complaints cannot be submitted by telephone. The use of computerised, electronic or telematic means must comply with the requirements established in Law 6/2020 of 11 November regulating certain aspects of electronic trust services.

Article 15: The procedure shall be initiated by submitting a document containing the following information:

- The name, surname(s) and address of the interested party and, where applicable, of the duly authorised person representing them; the national identity document number for natural individuals and the relevant public registry details for legal entities.
- The reasons for the complaint, clearly identifying the issues requiring a decision.
- Identification of the underwriting agency involved or at which the facts giving rise to the complaint occurred.
- A copy of the policy or, at least, its identifying details.
- A statement that the complainant is not aware that the matter which is the subject of the complaint is being dealt with through administrative, arbitration or judicial proceedings.
- Place, date and signature.

The complainant shall submit, together with the above document, any documentary evidence in their possession on which the complaint or claim is based.

Article 16: Upon receipt, the complaint shall be forwarded to the Customer Service Department, which shall open a case file. Written acknowledgement of receipt shall be

provided, and a record shall be kept of the content, time and date of submission for the purpose of calculating the time limit for resolution. Each complaint shall be assigned with an identification reference, which shall be communicated to the complainant and shall enable them to track its handling.

Where the identity of the complainant has not been sufficiently established, or the facts forming the subject matter of the complaint cannot be clearly determined, the complainant shall be required to complete the documentation submitted within ten (10) calendar days, with notice that, if he/she fails to do so, the complaint shall be closed without further action. The time taken by the complainant to remedy these deficiencies shall not be included in the calculation of the one (1) month available to the Customer Service Department to issue a decision on the complaint.

Article 17: The Customer Service Department may refuse to admit complaints for consideration only in the following cases:

- Where information essential to processing the complaint is missing and the omission cannot be remedied.
- Where an attempt is made to process as a complaint appeals or actions of a different nature which fall within the remit of administrative, arbitration or judicial bodies, or where the matter is pending resolution or litigation or has already been resolved by such bodies.
- Where the facts, grounds and requests setting out the matters that are the subject of the complaint do not relate to specific transactions.
- Where complaints repeat earlier complaints that have already been resolved and were submitted by the same complainant in relation to the same facts.
- Where the TWO (2) YEAR period for submitting complaints established in Article 4 of these Rules has elapsed.
- Where the limitation period applicable to the actions or rights which, in accordance with the contracts or applicable legislation, may be exercised by the person submitting the complaint, or by the person on whose behalf it is submitted, has elapsed and, in any event, where FIVE (5) YEARS have elapsed since the occurrence of the facts without a complaint having been submitted.
- Where the Customer Service Department becomes aware that a complaint and an administrative, arbitration or judicial proceeding concerning the same subject matter are being processed simultaneously, the Department shall refrain from processing the complaint.

Where a complaint is considered inadmissible on any of the grounds indicated above, the interested party shall be informed by means of a reasoned decision and shall be given ten (10) calendar days in which to submit their representations.

Where the interested party has responded and the grounds for inadmissibility remain, the final decision adopted shall be communicated to them. That ten (10) day period shall interrupt the calculation of the maximum period for resolution.

Article 18: While handling case files, the Customer Service Department may request from the complainant, the various departments and services of the entity, and the underwriting

agency involved any data, clarifications, reports or evidence it considers relevant for the purposes of reaching its decision.

Article 19: If, considering the complaint, the Customer Service Department decides to rectify the situation to the complainant's satisfaction, it shall inform the competent body and provide documentary evidence of the rectification, unless the interested party has expressly withdrawn the complaint. In such cases, the complaint shall be closed without further action. Interested parties may withdraw their complaints at any time. Withdrawal shall bring the procedure to an immediate end insofar as the relationship with the interested party is concerned.

Article 20: The case file shall be concluded within the period indicated in Article 5. If it is not possible to resolve the complaint within that period for reasons not attributable to the entity, the interested party shall be informed, within that same period, of the measures adopted with a view to resolving it.

The decision shall always state the reasons for which it is based and shall contain clear conclusions on the request made in each complaint, addressing all matters raised and being based on the contractual clauses, the applicable customer transparency and protection rules, and good financial practices and customs.

If the decision is contrary to the customer's interests, it shall expressly inform the customer of the possibility of referring the matter to the Complaints Service of the DGSFP and explain how to do so. Where the decision departs from the criteria applied in previous similar cases, the reasons justifying that departure shall be provided.

The decision shall be notified to the complainant within ten (10) calendar days from its date, in writing or on any other durable medium, through the channel expressly indicated in the initial communication or, failing that, through the channel used to submit the complaint.