

TRANSPARENCY POLICY IN THE ACTIVITY OF INSURANCE MEDIATION FOR THE OFFER OR COMPARISON OF PRODUCTS THROUGH WEBSITES OR OTHER DISTANCE COMMUNICATION TECHNIQUES

1. INTRODUCTION

In accordance with the provisions of articles 134.3 of Royal Decree-Law 3/2020, of February 4, on urgent measures by which various European Union directives are incorporated into the Spanish legal system in the field of public procurement in certain sectors; private insurance; pension plans and funds; of the tax field and tax litigation ("BOE" no. 31, of February 5, 2020), the purpose of this document is to reflect the internal policy of the Brokerage that guarantees the transparency of the insurance mediation activity for the offer or comparison of products through websites or other distance communication techniques, in relation to the criteria used for the selection and comparison of the products of the insurance entities; the insurance entities on which products are offered and the contractual relationship they maintain with our brokerage; whether or not this relationship with the insurance companies is remunerated and the nature of the remuneration; whether or not the insurance price listed at the end of the process is guaranteed; and how often we update this information.

2. GENERAL WARNINGS

The information collected on this website does not constitute a contractual commitment or recommendation, the perfection of the insurance relationship being deferred to the subscription of the policy with the insurance company and the payment of the premium that the client wishes to contract.

The insurance conditions will be those established in the insurance contract. In accordance with the provisions of article 8 of Law 50/1980, of October 8, on Insurance Contracts ("BOE" no. 250, of October 17, 1980), it is noted that if the content of the policy differs of the insurance proposal or the agreed clauses, the policyholder may claim the insurance company within a month from the delivery of the policy to rectify the existing discrepancy. After said period without making the claim, the provisions of the policy will apply.

3. PRINCIPLES OF THE TRANSPARENCY POLICY

In the exercise of the mediation activity, the Brokerage submits to compliance with the following principles of transparency:

- a) Criteria used for the selection and comparison of the products of the insurance companies.**

Our advice is provided based on the analysis of a sufficient number of insurance contracts

offered in the market for the risks covered, so that we formulate a recommendation, following professional criteria, regarding the insurance contract that would be appropriate for the customer needs. Said analysis is not limited exclusively to the product, being also extensible to the quality of the service and benefits that the insurance company, chosen or , on the contrary, discarded, at the time of the contract is qualified to grant.

On most occasions, our prior analysis results in a specific recommendation to the potential client, and our website does not allow the comparison of different products so that the client can choose between them.

b) Insurance entities on which products are offered and the contractual relationship with the mediator.

We offer clients insurance products from **WHITE HORSE INSURANCE IRELAND DAC** , whose data is expressly collected in the terms of the insurance policy.

Regarding the contractual relationship with the insurance company, it is based on a commercial contract, without affecting our professional independence.

c) Whether or not the relationship with insurance companies is remunerated and the nature of the remuneration.

Our activity in the distribution of insurance is professional and, therefore, remunerated on a commission basis, in accordance with the provisions of article 156.3 of Royal Decree-Law 3/2020, of February 4.

Said remuneration is made by the insurance company to the brokerage, so it does not constitute an additional cost to the payment of the amount of the premium to be paid by the client to the insurance company.

d) Whether or not the insurance price listed at the end of the process is guaranteed.

The computer processes used by the brokerage in the selection and consultation of the insurance companies and in the comparative exercise of the most suitable product for the needs required by the client, allow obtaining sufficient information on the final characteristics of the same that allow transferring to the client, in each case, accurate knowledge of whether the price offered is guaranteed or if, on the contrary, it constitutes an approximate price subject to a better knowledge of the singularities of the risk that is intended to be insured.

e) Frequency with which distributor information is updated.

The continuous analysis of the insurance entities that operate in the Spanish insurance market and of the products that are incorporated into the distribution activity requires that our information be constantly reviewed, which correlatively allows us to keep the information that we provide through from our website.

4. OWNERSHIP AND CONDITIONS OF USE OF THE WEBSITE

The website <https://www.fit2trip.es/>, owned by FIT2TRIP SPAIN, SL, CIF B88600457, registered with address in Madrid, Calle Irún 7, Esc., email info@fit2trip.com, registered in the Registry Mercantile of Madrid, volume 40369, book 0, page 14, page number M-717071

Fit2Trip Spain , SL acts on this website as an external collaborator of INTERMUNDIAL. It is a Spanish company, domiciled in Madrid, C/ Irún, 7, Postal Code 28008, with CIF B81577231, email info@intermundial.es, which holds the status of insurance broker, and is registered in the Administrative Registry of insurance and reinsurance distributors of the Spanish supervisory authority, General Directorate of Insurance and Pension Funds, with registration number J-1541, and registered in the Mercantile Registry of Madrid, volume 11482, book 0, page 149, sheet number M-180.298; It also has civil liability insurance and financial capacity according to current legislation.

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QUARTER. - INTERMUNDIAL is not responsible for direct or indirect damages or losses derived from the use of this website, including damage to computer systems and the introduction of viruses. The company does not assume any responsibility derived from the connection, the contents or the services available on the linked sites to which reference is made on the web page.

FIFTH. - INTERMUNDIAL reserves the right to make changes and updates to the information contained on its website or in its configuration or presentation at any time and without prior notice.

SIXTH. - To use some of the services offered on the website, users must provide the company with certain personal data, therefore it undertakes to respect the confidentiality of said data in application of the provisions of Organic Law 3/2018, of December 5, on Data Protection and Guarantee of Digital Rights, as well as the European Regulation 2016/679 on data protection, and to comply with Law 34/2002 of July 11, on Services of the Information Society and of Electronic Commerce regarding the sending of commercial communications. For more information, you can go to the Privacy Policy, on the website, <https://www.fit2trip.es/media/1198/fit-2-trip-politica-de-privacidad.pdf>.

SEVENTH.- The user is aware and voluntarily accepts that both access to the web page and the use of any content contained therein takes place, in any case, under his sole and exclusive responsibility, and he undertakes to use it in a fully compliant manner. with the laws, the uses of traffic and these conditions, for which reason it will respond to INTERMUNDIAL or to third parties, for any damages that may be caused as a result of breaching said obligations.

5. POLICY REVIEW

This Policy will be subject to annual review, and modification, where appropriate, whenever the possibility of any improvement is appreciated.

In this sense, the Head of the Legal & Compliance Area will propose to the company's Management the aspects that are susceptible to improvement or necessary to current regulations.

Updated: July 2023

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