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08 de junio de 2017

**Atn.: Sr. Germán Ureña**

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**Ref.: BANSABADELL SEGUROS GENERALES - CONTRATOS 2017  
CP PROTECCIÓN DE PAGOS**

Muy señor nuestro,

Tenemos el gusto de adjuntarles a la presente la documentación contractual correspondiente al programa de referencia, debidamente firmada por la Cedente, con el ruego que si la misma merece su conformidad se sirvan devolvernos una copia debidamente firmada y sellada.

Sin otro particular aprovechamos la ocasión para saludarles muy atentamente.

Carla Palà Riera  
GUY CARPENTER & CIA, S.A.

# **Payment Protection Insurance Quota Share Reinsurance Agreement 2017**

(hereinafter referred to as this Agreement)

between

**BanSabadell Seguros Generales S.A.,  
Sant Cugat del Vallès, Spain**

(hereinafter referred to as the Reinsured)

and

**CNP Caution, Sucursal en España,  
Madrid, Spain**

(hereinafter referred to as the Reinsurer)

Each a Party and when taken together, the Parties.

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### **Article 1 - Interest and Liabilities**

It is mutually agreed by and between the Reinsured on the one part and the Reinsurer on the other part that the Reinsurer's share in the Interests and Liabilities of this Agreement as set forth in the Schedule(s) attached hereto shall be for:

**100%** of Schedule

The share of the Reinsurer in the Interests and Liabilities of this Agreement in respect of said Schedule(s) shall be separate and apart from the shares of any other reinsurer, if any, to said Schedule(s). The Interests and Liabilities of the Reinsurer shall not be joint with those of such other reinsurer and in no event shall the Reinsurer participate in the Interests and Liabilities of such other reinsurer.

### **Article 2 - Construction**

**Headings.** The headings preceding the text of the Articles, paragraphs and sub-paragraphs of this Agreement are intended and inserted solely for the convenience of reference and will not affect the meaning, interpretation, construction or effect of this Agreement.

**Drafting.** The Articles in this Agreement have been negotiated by sophisticated Parties each of which has reviewed this Agreement independently and in advance of this Agreement and is fully knowledgeable about its terms and conditions. The Parties therefore agree, that this Agreement shall be construed without regards to the authorship of the language and without any presumption or rule of construction in favour of either of them.

### **Article 3 - Period of Agreement**

Subject to the Special Termination Article and Commutation Article, this is a continuous Agreement, which comes into force 1<sup>st</sup> January 2017, 00:00 hours local standard time, at the location of the risk, and applies to each Underwriting Year for incoming treaties that are internal reinsurance agreements between the Reinsured and/or its branches or subsidiaries and any other current or former associated or affiliated or subsidiary companies or entities commencing on or after that date. Either Party may terminate this Agreement as of the 31<sup>st</sup> December in any calendar year by giving to the other Party at least 90 days prior written notice of cancellation, addressed by registered letter, telefax or confirmed electronic mail to the registered office of the Party in accordance with the Notice Article.

The term "**Underwriting Year**" as used in this Agreement shall mean each period of twelve (12) months commencing at the date specified as the commencement date of this Agreement and shall include all business the commencement or renewal date of which occurs during such period.

Each Underwriting Year shall remain open until all transactions relating thereto have been settled, unless the Reinsured closes an Underwriting Year on a clean cut/commutation basis under the terms and conditions described elsewhere under this Agreement at which time all liability of the Reinsurers in respect of such Underwriting Year shall cease.

#### **Article 4 - Limit and retention**

The Reinsurer agrees to accept its Quota Share proportion and the Reinsured agrees to retain its Quota Share portion and agrees to the limit of cover as defined in the Schedule(s) as any one policy up to the maximum Original Policy limits for each loss as stated in the Schedule(s). For the avoidance of doubt, defence or other costs which are required by the ceded Original Policy or other agreement or law to be covered in addition to Original Policy limits are separately covered hereunder in the same Quota Share proportion. Such cover is on an unlimited basis unless otherwise provided for by law.

The gross net maximum Original Policy limits as stated in the Schedule(s), are after any inuring reinsurances.

For the avoidance of doubt, where the Original Policy limit is accepted by the Reinsured on an "any one loss" or an "any one claim" basis or with reinstatement(s), the Reinsurer agrees to accept its Quota Share proportion of such ceded Original Policy on exactly the same basis.

#### **Article 5 - Business Covered**

In consideration of the premium to be paid by the Reinsured to the Reinsurer and subject to the terms, conditions, exclusions and limitations set forth herein, the Reinsurer agrees to indemnify the Reinsured in respect of the Reinsured's policies, slips, cover notes, certificates, agreements and binders or any other evidence of insurance and reinsurance (hereinafter referred to as Original Policy or Original Policies), written by the Reinsured directly or accepted as reinsurance from those companies participated by the Reinsured and listed in the Schedule, and classified by the Reinsured as falling under the item "**Business Covered**" of the Schedule.

#### **Article 6 - Territory**

The territorial scope of this Agreement is worldwide for business written in Spain.

**Article 7 - Follow the Fortunes**

The Reinsurer shall, subject to the terms and conditions of this Agreement, follow the underwriting fortunes of the Reinsured in respect of the business which the Reinsured has accepted under Business Covered Article.

**Article 8 - Exclusions**

It is understood and agreed that the exclusions applicable to this Agreement will be those included in the Original Policies and attached in Appendix I hereto.

**Article 9 - Net Loss**

"Net Loss" as used in this Agreement shall mean the actual loss paid by the Reinsured or which the Reinsured becomes liable to pay, such loss to include Loss Adjustment Expense and Extra Contractual Obligations and Excess of Original Policy Limit Loss, but salvages and all recoveries, including recoveries under all reinsurances that inure to the benefit of this Agreement (whether recovered or not) shall be first deducted from such loss to arrive at the amount of liability attaching hereunder.

All salvages, recoveries or payments recovered or received subsequent to loss settlement hereunder shall be applied as if recovered or received prior to the aforesaid settlement, and all necessary adjustments shall be made by the Parties hereto.

The Reinsured shall be deemed to be "liable to pay" a loss when a judgment has been rendered that the Reinsured does not plan to appeal, and/or the Reinsured has obtained a release, and/or the Reinsured has accepted a proof of loss.

Recoveries made by the Reinsured from underlying reinsurance that does not inure to the benefit of this Agreement, if any, shall be disregarded for the purpose of this Agreement and shall not be taken into account when computing the Reinsured's Net Loss hereunder.

Recoveries through any pool or similar arrangement organized by the authorities (governmental, federal or local) in any state or territory covered under this Agreement inure to the benefit hereon, in as far as applicable.

Nothing in this Article shall be construed to mean that losses are not recoverable hereunder until the Reinsured's Net Loss has been ascertained.

### **Article 10 - Loss Adjustment Expenses**

"**Loss Adjustment Expenses**" shall mean expenditures by the Reinsured that are not part of the amounts paid as indemnity under the Original Policy (including as to costs, if in addition to the Original Policy limits) and which are made in connection with the Reinsured's Original Policies as disposition of a claim, loss or legal proceedings, including but not limited as to adjustment (including by any delegated claims handling/servicing agency or (sub-) contractor), investigation, negotiation, cost of bonds, court costs, Prejudgment Interest or Delayed Damages, and interest on any judgment or award and legal expenses of litigation and the Reinsured's own defence costs and legal expenses incurred in connection with legal actions, including but not limited to declaratory judgment actions, brought to determine the Reinsured's defence and/or indemnification obligations under any disputed Original Policy, whether coverage is found to exist or not for such obligations. Any declaratory judgment action expenses shall be deemed to have been fully incurred on the same date as the original loss (if any) giving rise to the declaratory judgment action and the liability of the Reinsurer for such expenses shall not exceed an amount equal to the Original Policy limit. If no loss, then the date of loss shall be on the effective date of the Original Policy or latest renewal thereof.

Loss Adjustment Expenses shall include expenses of the Reinsured's field employees, according to the time occupied in adjusting such loss. Loss Adjustment Expense shall not include the Reinsured's office expenses and payments to any salaried employee of the Reinsured.

"**Prejudgment interest or delayed damages**" shall mean interest or damages added to a settlement, verdict, award, or judgment based on the amount of time prior to the settlement, verdict, award, or judgment whether or not made part of the settlement, verdict, award, or judgment.

### **Article 11 - Reinsurance Premium**

The Reinsured shall in respect of each cession made under this Agreement pay to the Reinsurer a proportionate share of the reinsurance premium, as defined in the Schedule.

### **Article 12 - Premium Portfolio Entry**

In the event a Premium Portfolio Entry is applied according what is stated in the Schedule. The Reinsurer shall, for its share, assume the unexpired liability on all risks existing at the commencement of this Agreement and falling hereunder. In consideration thereof the Reinsured shall credit the Reinsurer with its proportionate premium share.



### **Article 13 - Loss Portfolio Entry**

In the event a Loss Portfolio Entry is applied according what is stated in the Schedule. The Reinsurer shall, for its share, assume all unsettled claims having occurred prior to the commencement of this Agreement, in respect of risks covered under the preceding reinsurance contract, and accounted during the period of this Agreement. In consideration thereof the Reinsured shall credit the Reinsurer with its proportionate share of the loss reserves.

### **Article 14 - Premium Portfolio Withdrawal**

In the event a Premium Portfolio Withdrawal is applied according what is stated in the Schedule. The liability of the Reinsurer for all insurances ceded to this Agreement shall expire at the termination thereof. In this event the Reinsurer shall be relieved of the unexpired liability for all such insurances, and the Reinsured shall debit the Reinsurer with its proportionate premium share.

### **Article 15 - Loss Portfolio Withdrawal**

In the event a Loss Portfolio Withdrawal is applied according what is stated in the Schedule. The Reinsurer shall also be relieved of any further liability in respect of all unsettled claims as at the date of termination and the Reinsured shall debit the Reinsurer with its proportionate share of the loss reserves.

### **Article 16 - Currency**

All transactions under the terms of this Agreement are to be conducted in EURO (hereinafter referred to as the "**Agreement Currency**"). Other currencies will be converted into the Agreement Currency at the rates of exchange as used in the Reinsured's book.

"Euro" as used in this Agreement shall mean the lawful currency of the Euro zone.

### **Article 17 - Loss Settlement Clause**

The Reinsured shall adjust all claims and every such adjustment including ex-gratia payments agreed by the Reinsurer and all costs and expenses, including all legal costs and litigation expenses, if any, shall be binding on the Reinsurer. Costs and expenses arising in connection with claims according to the Loss Adjustment Expenses Article shall be shared proportionally. The Reinsured shall debit the Reinsurer with its proportionate share of each gross loss and the Reinsurer shall be entitled to its proportionate share of any salvages or recoveries.

When so requested, the Reinsured will afford the Reinsurer an opportunity to be associated with the Reinsured, at the expense of the Reinsurer in the defense of any claim, suit or proceeding involving this Agreement and the Reinsured and the Reinsurer shall cooperate in every respect in the defense of such claim, suit or proceeding.

#### **Article 18 - Right of Offset**

The Reinsured and the Reinsurer may offset any balance or amount due from one Party to the other under this Agreement or any other agreement heretofore or hereafter entered into between the Reinsured and the Reinsurer, whether acting as assuming reinsurer or ceding reinsured. The Party asserting the Right of Offset may exercise such right any time whether the balances due are on account of premiums or losses or otherwise.

In the event of insolvency of any Party hereto any offset permitted under this Article shall be in accordance with and to the extent permitted under the provisions of the Insolvency Article of this Agreement.

Any Party exercising their Right of Offset under this Article shall provide to the other Party written notice of its decision to do so, along with specifics of the balances and agreements affected.

#### **Article 19 - Errors and Omissions**

Any inadvertent error, omission or delay in complying with the terms and conditions of this Agreement shall not be held to relieve either Party hereto from any liability that would attach to it hereunder if such error, omission or delay had not been made, provided such error or omission or delay is rectified immediately upon discovery.

Notwithstanding the foregoing, other than the term of this Agreement, any express time period in this Agreement shall be tolled for any force majeure preventing the applicable action within such period.

#### **Article 20 - Inspection of records**

Subject to the signing of an appropriate confidentiality agreement no more restrictive than the Confidentiality Article in this Agreement, the Reinsurer or representatives duly authorized by it may at any time during normal office hours of the Reinsured and at a place to be mutually agreed between the Parties, inspect and at their own expense take copies of such of the Reinsured's records and documents which relate to business covered under this Agreement. However, the right of inspection shall only be exercisable by the Reinsurer where there is no amount overdue from the Reinsurer to the Reinsured in respect of undisputed amounts. It is agreed that the Reinsurer's right of inspection shall survive the

termination of this Agreement and continue as long as either party has any rights or obligations under this Agreement.

If any of the Records are subject to attorney-client privilege, work product privilege or a similar legal concept that the Reinsured cannot disclose without waiving these privileges, then the Reinsurer(s) and the Reinsured will work together in good faith to develop and implement a method or process to provide the Reinsurer(s) with information needed to evaluate the claim and protect these privileges and comply with the law, and such Reinsurer(s) and the Reinsured agree to abide by the agreed reasonable method or process.

## **Article 21 - Special Termination**

### Cut-off Termination Upon the Occurrence of a Termination Event

Should any event that would be a Termination Event, as set forth below, occur during the term of this Agreement, the Reinsured, at its sole discretion, may reduce or terminate the Reinsurer's participation percentage on a cut-off basis, as at the date of the Termination Event, after giving written notice by certified mail, or by a nationally or internationally recognized delivery service of its choosing, providing the Reinsured with a receipt for delivery.

In the event of cut-off termination under this Article, existing loss reserves at the date of termination will be kept until final settlement of losses and/or claims unless a mutual agreement in respect of a commutation of the loss reserves is reached.

The Reinsurer must notify the Reinsured in writing by certified mail, or by nationally or internationally recognized delivery service within five (5) business days of the Reinsurer's knowledge of the occurrence of a Termination Event hereunder.

The Reinsured must exercise its rights under this Article within ten (10) calendar days after receipt of each Termination Event notice from the Reinsurer.

Failure or delay of the Reinsurer to provide such Termination Event notice, or failure of the Reinsured to receive such Termination Event notice shall not constitute a waiver of the Reinsured's rights or remedies contained herein or under law or equity, nor shall estop the Reinsured from asserting its cut-off rights hereunder at any time in the future.

Election of cut-off termination by the Reinsured under this Article or as otherwise permitted in this Agreement, shall not constitute a waiver of the Reinsured's rights or remedies contained herein or under law or equity, nor estop the Reinsured from asserting its cut-off rights at an earlier Termination Event

date, should the Reinsurer not have provided the notice to the Reinsured required under this Article upon the occurrence of such earlier Termination Event.

Should the Reinsured have exercised its right of cut-off termination under this Article and the Reinsurer have ceased to have any Termination Event within the same financial reporting quarter of the Reinsured as the right is executed by the Reinsured, the Reinsured at its discretion may upon agreement of the Reinsurer revoke its election of cut-off termination, without prejudice to reinstitute.

Upon delivery of the Reinsured's notice exercising its cut-off termination rights under this Article, the Reinsurer shall immediately return the premium pro rata that was unearned on and after the Termination Event date elected by the Reinsured.

Upon receipt of all such unearned premium as set forth in this Article, the Reinsurer will not be liable for losses with a date of loss after such Termination Event date elected by the Reinsured, but shall remain liable for losses with a loss date on or prior to the Termination Event date elected by the Reinsured until the claim is finally settled and / or closed.

Should the Reinsured be required, for any reason, to return to the Reinsurer, or its statutory or legal successor any portion of such returned unearned premium, the Reinsurer and its statutory or legal successor will remain liable for the Reinsurer's share of losses with a date of loss on or after the Termination Event date elected by the Reinsured, in the same ratio that the portion of the unearned premium returned by the Reinsured to the Reinsurer and/or its statutory or legal successor bears to the total unearned premium returned by the Reinsurer to the Reinsured after such Termination Event.

#### Termination Event Definition

For the purpose of this Agreement the term "**Termination Event**" shall mean the day any of the following first occurs:

1. Any state insurance department or other governmental or regulatory authority or court of competent jurisdiction orders the Reinsurer to cease or suspend writing business; or
2. Any two of the Reinsurer's A.M. Best's, Moody's or Standard & Poor's ratings have been assigned or downgraded respectively below A- or A3; provided the Reinsurer would have both ratings at the time of the assignment or downgrade; or
3. The Reinsurer's A.M. Best's, Moody's or Standard & Poor's rating have been assigned or downgraded respectively below A- or A3; provided the Reinsurer at any time only has either an A.M. Best's, Moody's or Standard & Poor's rating (in respect of syndicates at Lloyd's of London, the A.M. Best's rating shall mean the rating of Lloyd's as a whole and, in respect of any individual

- syndicate, a Termination Event shall occur when there is an assignment or reduction of the individual syndicate's Lloyd's of London Performance Rating below B as published by Moody's); or
4. A change in ownership or control of the Reinsurer or its affiliates whether by merger or otherwise (except with respect to individual syndicates at Lloyd's of London) from the entity or person ultimately controlling the Reinsurer and its affiliates as of the inception of this Agreement if following such change in ownership or control the Reinsurer's financial strength rating is below item 2, of this Termination Event definition; or
  5. The Reinsurer's surplus as respects policyholders, as calculated on a statutorily filed basis, has been reduced by twenty-five per cent (25%) since the inception of the Agreement; or
  6. The Reinsurer becomes insolvent or placed into liquidation or receivership (whether voluntary or involuntary), or there is instituted against the Reinsurer proceedings for the appointment of a receiver, liquidator, conservator, or trustee in bankruptcy, or other agent known by whatever name, to take possession of its assets or control of its operations; or
  7. The Reinsurer ceases assuming new and renewal property and/or casualty treaty reinsurance business; or
  8. The Reinsurer has reinsured its entire liability under this Agreement without the Reinsured's prior written consent except that this provision shall not apply to any inter- company reinsurance or inter- company pooling arrangements entered into by the Reinsurer with its affiliates.

As used in this Article, "**A.M. Best's**" refer to the A.M. Best Company, Inc., "**Standard & Poor's**" refers to Standard & Poor's Insurance Rating (a division of the McGraw-Hill Companies), and "**Moody's**" refer to Moody's Investor Service (a subsidiary of Moody's Corporation), or each of their successors.

## **Article 22 - Insolvency**

Where an Insolvency Event occurs in relation to the Reinsured the following terms shall apply (and, in the event of any inconsistency between these terms and any other terms of this Agreement, these terms shall prevail):

- (1) Notwithstanding any requirement in this Agreement that the Reinsured shall actually make payment in discharge of its liability to its original policyholder before becoming entitled to payment from the Reinsurer:
  - (a) the Reinsurer shall be liable to pay the Reinsured even though the Reinsured is unable actually to pay, or discharge its liability to, its original policyholder; but
  - (b) subject to the Commutation Article, nothing in this Article shall operate to accelerate the date for payment by the Reinsurer of any sum which may be payable to the Reinsured, which sum shall only become payable as and when the Reinsured would have discharged,

by actual payment, its liability for its current net loss but for it being the subject of an Insolvency Event.

- (2) The existence, quantum, valuation and date for payment of any sum which the Reinsurer is liable to pay the Reinsured under this Agreement shall be those and only those for which the Reinsurer would be liable to the Reinsured if the liability of the Reinsured to its original policyholders had been determined without reference to any term in any composition or scheme of arrangement or any similar such arrangement, entered into between the Reinsured and all or any part of its original policyholders.
- (3) The Reinsurer shall be entitled (but not obliged), if and to the extent permitted under the applicable law, to set-off, against any sum which it may be liable to pay the Reinsured, any sum for which the Reinsured is liable to pay the Reinsurer.

An "**Insolvency Event**" shall occur if:

- (A) if the Reinsured goes into compulsory or voluntary liquidation or a winding up petition is presented in respect of the Reinsured or a provisional liquidator is appointed over it or if the Reinsured goes into administration, administrative receivership or receivership or if the Reinsured has a scheme of arrangement proposed in relation to all or any parts of its affairs or becomes subject to any other applicable insolvency process
- (B) the Reinsured is unable to pay its debts as and when they fall due within the meaning of the applicable insolvency provisions.

### **Article 23 - Governing Law**

This Agreement is governed by and is construed according to the law of Spain without reference to its rules concerning conflicts of law.

In case the Arbitration Article or arbitration procedures under the Commutation Article are declared void, the Courts of Barcelona, Spain, shall have exclusive jurisdiction over this Agreement.

### **Article 24 - Change in Law**

In the event of any change in the law, whether arising from legislation, decisions of the courts or otherwise, at any time after the Reinsurer entered into this Agreement by which the Reinsurer's liability hereunder is materially increased or extended, the Parties hereto agree to take up for immediate discussion at the request of either Party a suitable revision in the terms of this Agreement. Failing

agreement on such revision within 30 days after such a request, it is agreed that the Reinsurer's liability hereunder, whensoever arising, shall be determined as if the said change in law had not taken place.

Where during the Term hereof there is a change in the Lex Monetae of any Euro-zone country, which materially affects this Agreement, the Parties hereto agree that this may change the economic value of the limits, sub-limits and deductibles hereof. If that is the case, the Parties agree to take up for immediate discussion at the request of either Party a suitable revision to said limits, sub-limits and deductibles, taking into account any premium impacts of the change in Lex Monetae. In the event that both parties fail to reach agreement on the revised terms to be applied as per the preceding paragraph within 60 days from the date that one Party has requested such change, each Party may initiate arbitration proceedings in line with Arbitration Article to resolve the dispute. The arbitrators shall investigate the nature and effect of any such material change and then decide on the appropriate adjustment to the limits, sub-limits and deductibles, taking into account any premium impacts. For the avoidance of doubt, any such adjustment may not increase the liability of the Reinsurer that the Reinsurer had as of the inception of the Agreement.

#### **Article 25 - Arbitration**

All disputes arising out of this Agreement, (except as otherwise provided in the Commutation Article of this Agreement), or concerning its interpretation or validity whether arising before or after its expiry or termination, shall be resolved by arbitration in accordance with the **Spanish Rules of International Arbitration as promulgated by the Barcelona Chamber of Commerce** in force on the date notice of arbitration is submitted, but only to the extent that they do not conflict with the terms of this Article.

The Court of Arbitration which shall consist of **two Arbitrators** who shall be active or retired officials of companies or underwriters carrying on a similar type of insurance or reinsurance business to that covered hereunder; one to be appointed by each Party, and an **Umpire** who shall be appointed by the Arbitrators immediately after they themselves shall have been appointed.

If either of the appointed Arbitrators for any reason whatsoever fails to act, the Party by whom he was appointed shall by writing appoint an Arbitrator in his place and if either Party fails to appoint an Arbitrator within one month after being requested by the other Party in writing to do so, or in the event of the Arbitrators failing to agree as to the appointment of the Umpire within one month after their own appointment such Arbitrator or Umpire as the case may be shall be appointed in writing in accordance with the Swiss Rules of International Arbitration at the written request of either Party.

The Arbitrators or Umpire as the case may be shall determine any reference in accordance with current reinsurance market practice pertaining during the term of this Agreement and in making their award

shall at the same time decide as to the payment of the cost of the arbitration. The arbitration award shall be in writing.

The Court of Arbitration shall take place in the city of Barcelona, Spain and the law applicable to both the aforesaid Agreement and this arbitration agreement shall be the law of that country.

The arbitral proceedings shall be conducted in English.

This arbitration agreement shall be construed as a separate and independent contract between the Parties hereto and arbitration hereunder shall be a condition precedent to the commencement of any action at law.

This Article shall survive the termination of this Agreement.

#### **Article 26 - Entire Agreement**

This Agreement and the Interests and Liabilities agreement(s) made part hereof, including any duly executed written addendum or addenda thereto, and Appendices, Schedule(s) or other attachments made part thereof or expressly incorporated by reference, shall constitute the entire agreement between the Parties and shall supersede all contemporaneous or prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof except that:

The majority of the Court of Arbitration under the Arbitration Article hereof, at its discretion, may consider supplemental written evidence related to but not in conflict with the terms and conditions of this Agreement and that are relevant to the issue or issues before the Court of Arbitration.

#### **Article 27 - Amendments**

This Agreement may be altered or amended in any of its terms and conditions by written mutual consent of the Reinsured and the Reinsurer by addendum or addenda hereto. Such addendum or addenda, identifying this Agreement, upon execution by the Reinsured and the Reinsurer, shall then constitute a part of this Agreement.

#### **Article 28 - Enforceability**

If any provision of this Agreement shall be rendered illegal or unenforceable by the laws, regulations or public policy of any jurisdiction, such provision shall be considered void in such jurisdiction, but this shall not affect the validity or enforceability of any other provision of this Agreement or the enforceability of such provision in any other jurisdiction.



However, in no event shall the operation of this Article increase the liability of the Reinsurer beyond the scope or limit of liability originally agreed upon by the Reinsured and the Reinsurer as set out in this Agreement.

### **Article 29 - No Third Party Rights**

This Agreement is solely between the Reinsured and the Reinsurer. Nothing in this Agreement shall in any manner create any obligations or establish any rights of action against the Reinsurer in favour of any third parties, or persons not party to this Agreement, including but not limited to insureds and reinsureds of the Reinsured or claimants against an insured or reinsured of the Reinsured; provided, however, that in the event of insolvency of the Reinsured, such third parties or persons not party to this Agreement shall not be deemed to include the liquidator, rehabilitator, receiver, conservator, or any other statutory successor of the Reinsured, or any other person expressly afforded third party rights pursuant the provisions of the Insolvency Article of this Agreement.

### **Article 30 - Mode of Execution**

1. This Agreement may be executed by:
  - a. An original written ink signature of paper documents.
  - b. An exchange of facsimile or electronic (PDF) copies showing the original written ink signature of paper documents; subject to the Parties exchanging hard copy duly executed originals of this Agreement promptly thereafter.
  - c. Electronic signature technology employing computer software including cloud applications and a digital signature in such a manner that the signature is unique to the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;  
The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this Agreement.
2. This Agreement (including the Interests and Liabilities Agreement(s) that may be a part hereof) may be executed on one or more counterparts, each of which, when duly executed, shall be deemed an original.

### **Article 31 - Non Waiver of Rights**

The failure of the Reinsured or the Reinsurer to insist upon compliance with this Agreement or to exercise any right or remedy hereunder shall not constitute a waiver of any rights or remedy contained

herein nor estop either Party from thereafter demanding full and complete compliance nor prevent either Party from exercising such rights or remedy in the future.

### **Article 32 - Data Protection**

The Parties agree and understand that the Reinsurer acts as the data controller for Personal Data shared by the Reinsured under this Agreement. The term "**Personal Data**" for the purpose of this Agreement shall mean all data related to an identified or identifiable natural or legal person.

Each of the Parties agree to comply with all obligations, especially but not limited to information security that apply to them under applicable data protection laws in connection with the formation and execution of this Agreement.

The Reinsurer commits to process Personal Data only for the purposes related to the formation and execution of this Agreement.

In case the Reinsurer is domiciled outside of Switzerland and/or the European Economic Area (EEA) in a country that is not recognized by the Swiss Federal Data Protection and Information Commissioner (FDPIC) as ensuring an adequate level of protection by reason of its domestic law or of the international commitments it has entered into, the Reinsurer agrees to enter into a separate data transfer agreement with the Reinsured.

#### **Spanish Data Protection Clause (Cláusula de Protección de Datos)**

1. El Reasegurador se obliga a cumplir con la normativa contenida en la LO 15/1999, de 13 de diciembre, de Protección de Datos de Carácter Personal y en sus normas de desarrollo, obligándose en particular frente al Reasegurado a:
  - a. Considerar el presente Contrato y todas las operaciones relativas al mismo como estrictamente confidenciales por tiempo indefinido.
  - b. Tratar los datos personales de los asegurados, incluidos los datos de salud que le sean cedidos por el Reasegurado en virtud del consentimiento expreso prestado por los titulares de los mismos en las respectivas pólizas de seguros, con absoluta reserva y confidencialidad, sin que puedan ser utilizados ni incorporados bajo ningún concepto a otros sistemas de tratamiento de información distintos de los utilizados para el cumplimiento de los fines propios del Contrato de reaseguro.
  - c. Adoptar las medidas de seguridad contenidas en el Real Decreto 1720/2007 de 21 de diciembre, por el que se aprueba el Reglamento de Desarrollo de la Ley Orgánica de Protección de Datos,

o en cualquier otra norma que la modifique o sustituya, en relación con los datos cedidos por el Reasegurado.

2. La cesión de los datos personales de los asegurados, al ser necesarios para el cumplimiento de este Contrato, se produce al amparo del artículo 11.2.a de la Ley Orgánica de Protección de Datos personales con sujeción a las condiciones ya reseñadas, y legislación relacionada.
3. De esta cláusula de Protección de Datos quedan exceptuados los denominados datos disociados. Por datos disociados se entienden aquellos elaborados a partir de otros de diferente proveniencia con el fin de obtener conclusiones y datos de carácter general relativos al sector, a un ramo, clase de negocio o riesgos de determinada naturaleza.
4. En el supuesto de que por parte de la Compañía se alegara una presunta responsabilidad por daños y perjuicios por parte del Reasegurador, como consecuencia de una pretendida infracción del deber de confidencialidad, dicha responsabilidad y la realidad de los daños y perjuicios sufridos por la Compañía, así como la relación de causa-efecto entre el incumplimiento y los daños y perjuicios irrogados deberá quedar demostrada por sentencia judicial firme o acta de infracción levantada por el correspondiente organismo administrativo, salvo acuerdo entre las Partes sobre el particular.
5. La Compañía responderá, en todo caso, de los posibles daños y perjuicios que puedan derivarse del contenido, naturaleza y forma de suministro de los datos e informaciones aportados para la realización de los servicios prevenidos contractualmente y, en general, de todas aquellas responsabilidades no imputables a la gestión y tratamiento de tales datos por parte del Reasegurador.

### **Article 33 - Confidentiality**

- A) All terms and conditions of this Agreement and any materials provided from or by representatives of the Reinsured during the placement, or renewal of this Agreement, or provided by the Reinsured during the course of any claims or underwriting inspection for the purpose of this Agreement or in claim reports pursuant to the Notification of Claims Article, if any, including Personal Data and documents and information subject to a third-party non-disclosure agreement with the Reinsured (collectively referred to as "**Confidential Information**"), shall be kept confidential by the Reinsurer as against third parties, unless the disclosure is pursuant to paragraph D. of this Article or on a need to know and confidential basis consistent with this Article to:
1. Reinsurer's retrocessionaires, in connection with the placement or coverage of Reinsurer's share under this Agreement;
  2. Reinsurer's external financial auditors, when required by them during the course of performing an audit of Reinsurer's records in the normal course of business;

3. Reinsurer's outside legal counsel in connection with this Agreement;
  4. Reinsurer's actuarial consultant in connection with this Agreement;
  5. Reinsurer's third party service providers who shall be subject to a confidentiality agreement equivalent with the terms of this Article and entered into between the Reinsurer and such third party service provider.
  6. any arbitrator, mediator, or umpire in any dispute resolution proceeding between the Reinsured and the Reinsurer pursuant to the terms of this Agreement;
  7. any intermediary under this Agreement, if any, or between the Reinsurer and its retrocessionaire in connection with the placement or coverage of the Reinsurer's share under this Agreement;
  8. the Reinsurer's parent company or affiliates;
  9. Rating Agencies, and insurance regulatory authorities when performing an authorized, regularly scheduled examination of the Reinsurer's records in the normal course of business;
  10. any other third party if agreed by the Reinsured prior to the disclosure;
  11. Governmental authorities regulating the Reinsurer, other than as provided in item 9 of this paragraph, in which case the Reinsurer shall endeavour to notify the Reinsured and to use reasonable efforts to preserve such confidentiality and to limit disclosure to what is reasonably necessary to avert violation of law by the Reinsurer.
- B) Disclosing Confidential Information covered by this Article beyond the exceptions set forth in paragraph A is expressly forbidden. Any use or disclosure of the Confidential Information must be related to the Reinsurer's underwriting, auditing, claim handling, pricing, accounting, placement, administration or evaluation of its obligations under this Agreement, exposure management making use of this Agreement, the enforcement of the Reinsurer's rights under this Agreement, or internal operational use. However, under no circumstances, shall Confidential Information be used to compete with Zurich Insurance Company Ltd, its members, subsidiaries, or affiliates, nor for reasons beyond those permitted in C. The provisions of this Article shall extend to the officers, directors, shareholders and employees of the Reinsurer and any other person excepted under 1 through 11 of paragraph A, and to their successors and assigns. Officers, directors, individual shareholders and employees shall have no personal liability under this Article, such liability being agreed to be borne by the Reinsurer for which they serve, except when those individuals are acting outside the scope of their employment or authority.
- C) The Reinsurer agrees that should a third party, other than those described in paragraphs A and B of this Article demand or undertake to claim entitlement to Confidential Information, the Reinsurer shall, upon receipt of demand or claim, promptly notify in writing the General Counsel for Reinsurance of the Reinsured of such demand or claim prior to the disclosure of the Confidential

Information and shall use its reasonable efforts to assist the Reinsured in maintaining the confidentiality provided hereunder and to reasonably cooperate should the Reinsured elect to resist. If the Reinsured objects to the release of the Confidential Information, the Reinsurer shall permit counsel, chosen by the Reinsured and the Reinsurer to represent the Reinsurer, at the Reinsured's expense, in order to resist the release of the Confidential Information. If the Reinsured does not object to the release of the Confidential Information, the Reinsurer may without breach of this Article, disclose such Confidential Information as necessary to comply with such demand or claim. The Reinsurer is not prohibited from retaining its own counsel, at its own expense, or entering into a joint defence agreement with the Reinsured on a shared expense basis, to protect information that was prepared by the Reinsurer which it believes is confidential.

- D) The following Confidential Information shall not be subject to this Article if the Reinsurer can, upon the Reinsured's written request, show the following:
- i. Confidential Information that is or becomes publicly available or in the public domain, unless due to any unauthorized act or omission on the part of the Reinsurer or by other persons permitted to receive such information under this Article, in violation of this Agreement;
  - ii. Confidential Information in the possession of the Reinsurer or any other persons permitted to receive such information under this Article, that prior to disclosure by the Reinsured, was not known by the Reinsurer to have been provided on a confidential basis;
  - iii. Confidential Information completely destroyed by and pursuant to the record retention policy of the Reinsurer or other persons permitted to receive such information under this Article, and for which no copies are retained in any medium. The Reinsured takes no responsibility and has no liability for such destruction in violation of law; or
  - iv. Confidential Information that was independently created or derived by the Reinsurer without reference to or reliance upon Confidential Information.

#### **Article 34 - Commutation**

This Article shall not apply to reinsurers that at inception of this Agreement had an A.M. Best's rating of no less than A+ or a Standard & Poor's rating of no less than AA-.

The Reinsured at its sole option may, upon written notice to the Reinsurer or its statutory or legal successor commute the Reinsurer's entire liability under this Agreement upon the occurrence of a Termination Event as defined in the Special Termination Article of this Agreement, during or after the period of this Agreement.

The Reinsured shall advise the Reinsurer of the valuation date as of which known and unknown, reported and unreported liability of the Reinsurer is to be calculated, which date shall be on or after the

Termination Event and not be more than three (3) months after the date of the Reinsured's notice of commutation. Such date shall be considered the "**Valuation Date**" of the commutation.

For all known or unknown, reported or unreported liability (including Incurred But Not Reported, if any) under this Agreement for which the Reinsured has not received returned unearned premiums and/or indemnity from that Reinsurer, the Reinsured and the Reinsurer, or their respective representatives shall by mutual agreement, determine and capitalise such liability. Payment by the Reinsurer to the Reinsured of its capitalised liability so agreed shall constitute a complete and final release of the Reinsurer of all claims, known and unknown, reported and unreported, subject to the Reinsured being given a complete and final release from the Reinsurer from all liability of it to the Reinsurer, and/or its statutory and legal successor, if any, under this Agreement.

Notwithstanding the Arbitration Article of this Agreement, in the event that the Reinsured and the Reinsurer have not agreed on the Reinsurer's capitalised liability under this Agreement within three (3) months from the Reinsured's notice of commutation, unless otherwise mutually agreed by the Reinsurer and the Reinsured, the Reinsured and the Reinsurer shall each choose a Qualified Person within thirty (30) calendar days thereafter. The two (2) Qualified Persons so chosen by the Parties shall within thirty (30) calendar days of the last being chosen, select the third Qualified Person. Failing the appointment of the third Qualified Person within such thirty (30) calendar days, the third Qualified Person shall be chosen by the President of the Institute of Actuaries (London). Both Parties shall submit their issues to the panel of three (3) Qualified Persons within thirty (30) days after such panel has been determined.

The panel so chosen shall base its decision on generally accepted actuarial standards consistently applied and fairly stated, in accordance with the provisions of the Original Policies. All correspondence between the Parties and the panel shall be by certified mail, return receipt requested. The panel shall make its decision by majority vote. The panel's decision shall be in writing and shall be rendered within sixty (60) calendar days following the appointment of the last panel member. The determination of the panel shall be final and binding upon the Parties who covenant to carry out the same, without any further right to arbitrate, litigate, or any other civil or administrative appeal.

For the purpose of this Article, a Qualified Person shall mean an individual who is qualified under paragraphs a. or b. immediately below. Any Qualified Person not able to serve shall be replaced in the same manner that he or she was chosen by another Qualified Person. The fees and expenses of the panel so chosen shall be borne by the Parties equally, but failing payment by either Party, the Party not defaulting on such payments may advance the cost and be reimbursed by adjustment of the commutation to recoup such advance.

A "**Qualified Person**" shall be:

- a. a member in good standing of the Institute of Actuaries (London), or

- b. a Fellow by examination of the Institute of Actuaries and familiar with current valuation guidelines and the current valuation procedures in the Financial Services Administration (UK), including those involving cash flow projections of assets and liabilities.

This Article shall survive the expiration or termination of this Agreement.

### **Article 35 - Notice to the Reinsured**

All notices or other communications given or made hereunder shall be validly given or made if in writing and delivered directly or through any other party under this Agreement, if any, by facsimile transmission or in person or registered or certified mail, return receipt requested, postage prepaid, or sent by reputable overnight courier to, the following address (and shall be deemed effective at the time of receipt, provided such effective time is not inconsistent with any effective period set forth in this Agreement):

BanSabadell Seguros Generales, Sociedad Anónima de Seguros y Reaseguros  
Polígono Can Sant Joan, Sena 12  
08174 Sant Cugat del Vallès (Barcelona)  
Spain  
Attn: Enrique Zavala, Business Leader GI BSSG

### **Article 36 - Intermediary**

It is hereby agreed and understood that Guy Carpenter & Cía., S.A., with register N° RJ0008 at Dirección General de Seguros, is the reinsurance broker for this Agreement.

All communications referring to this treaty (including accounts, claims, premiums and balances) should be channelled through:

GUY CARPENTER & CÍA., S.A.  
Avda. Diagonal, 545  
08029 Barcelona  
Spain

### **Article 37 - Cash Call Clause**

The Reinsured may request immediate payment by the Reinsurer of its proportionate share of any settlement made by the Reinsured if any loss to this Agreement exceeds EUR 100.000 or the equivalent in any other currency. Amounts falling to the share of the Reinsurer shall be immediately due and

payable within 10 working days to the Reinsured by the Reinsurer upon reasonable evidence of the loss and the amount paid.

For avoidance of the doubt, the rights of the Parties under Article - Right of Offset- can be exercised in relation to cash calls.

### **Article 38 - Late Payment**

Any late payment by either Party, i.e. payment after the due date as stipulated in the Accounts Article – Settlement of Balances, shall accrue interest in accordance with the LIBOR Rate calculated from the first day after the respective due date of the payment until the payment date ("**LIBOR Calculation Period**"). "**LIBOR Rate**" shall mean the rate for deposits in the relevant currency for the relevant LIBOR Calculation Period which appears on Reuters Page LIBOR 01 as of 11:00 am, London time, on the payment date, provided that LIBOR for any relevant LIBOR Calculation Period that does not appear on Reuters Page LIBOR 01 will be determined by using the closest, measured by days, published period which shall be the longer of the two (2) periods in the event the LIBOR Calculation Period falls exactly between the two (2) published periods.

### **Article 39 - Accounts**

Quarterly accounts with a detail of premiums, cancellations, losses and any other relevant aspect related to the cessions made in the period is to be provided within the period of time stated in the Schedule.

The Debtor shall pay any quarterly balance due as stated in the Schedule.

Upon confirmation of the account the balance on either side shall be payable. If the Reinsurer raises objections to the account, the Party owing the disputed sum shall nonetheless be obliged to settle any amounts not in dispute. Any outstanding balance is to be paid immediately following the settlement of any disputes.

### **Article 40 - Special Acceptance**

Subject to written agreement from the Reinsurer, exposures otherwise excluded hereunder may be ceded to this Agreement by Special Acceptance of the Reinsurer. The Reinsured shall submit such requests for Special Acceptance to the Reinsurer, who will limit its review to the otherwise excluded exposure only and shall advise of its acceptance or rejection of coverage in writing within 6 working days.



**Schedule**

Reinsured	BanSabadell Seguros Generales, Sociedad Anónima de Seguros y Reaseguros Polígono Can Sant Joan, Sena 12 - 08174 Sant Cugat del Vallès																									
Period	From 01/01/2017 unlimited, with 3 months advise with 90 days, from one part to the other  1 <sup>st</sup> January 2017, 00:00 hours Local Standard Time, at the location of the risk																									
Type of contract	Quota Share																									
Business covered	Payment Protection Insurance covering personal loans and mortgages monthly quotes in case the insured is unemployed or temporary disable. Insurance policies covered by this agreement are written whether directly by the Reinsured.																									
Detail of limits, coverages, conditions and exclusions	Limits, coverages and exclusions are referred to the definitions included in the Original policies conditions included in Appendix 1.  Any modification of the contractual documentation related to business covered will be immediately included under the coverage of this Agreement, once the changes are informed to the Reinsurer.																									
Reinsurance mode	Reinsurance based on "Reinsurance premium"																									
% of cession	25%																									
Reinsurer share	100% of cession.																									
Reinsurance premium	Including expenses and brokerage <table border="1" style="margin-left: 20px;"> <tr> <td><b>Mortgages</b></td> <td>0,3950%</td> </tr> <tr> <td><b>Personal Loans</b></td> <td></td> </tr> <tr> <td>- From 6 to 12 months</td> <td>0,4467%</td> </tr> <tr> <td>- From 13 to 24 months</td> <td>0,5475%</td> </tr> <tr> <td>- From 25 to 36 months</td> <td>0,6369%</td> </tr> <tr> <td>- From 37 to 48 months</td> <td>0,6676%</td> </tr> <tr> <td>- From 49 to 60 months</td> <td>0,6945%</td> </tr> <tr> <td>- From 61 to 72 months</td> <td>0,7469%</td> </tr> <tr> <td>- From 73 to 84 months</td> <td>0,7631%</td> </tr> <tr> <td>- From 85 to 96 months</td> <td>0,7786%</td> </tr> <tr> <td>- From 97 to 108 months</td> <td>0,8211%</td> </tr> <tr> <td>- From 109 to 120 months</td> <td>0,8363%</td> </tr> </table>		<b>Mortgages</b>	0,3950%	<b>Personal Loans</b>		- From 6 to 12 months	0,4467%	- From 13 to 24 months	0,5475%	- From 25 to 36 months	0,6369%	- From 37 to 48 months	0,6676%	- From 49 to 60 months	0,6945%	- From 61 to 72 months	0,7469%	- From 73 to 84 months	0,7631%	- From 85 to 96 months	0,7786%	- From 97 to 108 months	0,8211%	- From 109 to 120 months	0,8363%
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- From 85 to 96 months	0,7786%																									
- From 97 to 108 months	0,8211%																									
- From 109 to 120 months	0,8363%																									


Tariff renewal conditions	Rates will be maintained in next renewals in case Reinsurer's loss ratio is lower than 95%
Profit Share	<p>The Reinsurer will pay to the Reinsured a profit share of 90% calculated according to the following account:</p> <p>Income:</p> <ul style="list-style-type: none"> <li>- Premiums net of cancellations and / or rebates corresponding to the Agreement period.</li> <li>- Unearned Premium Reserves at the end of the prior year</li> <li>- Losses Reserves at the end of the prior year, including reserves for non settled losses and IBNR.</li> </ul> <p>Expenses:</p> <ul style="list-style-type: none"> <li>- Losses payed during the accounting year</li> <li>- Losses Reserves at the end of the year, including reserves for non settled losses and IBNR.</li> <li>- Reinsurer's general expenses</li> <li>- Unearned Premium Reserves at the end of the year</li> <li>- Losses from prior years will be considered, with a maximum of 3 years.</li> </ul> <p>In case the difference between income and expenses is positive, the Reinsurer will pay the Reinsured the agreed 90%.</p> <p>Reinsurer's general expenses will be 7.5% of ceded premium net of cancellations. These expenses include intermediary's brokerage.</p> <p>For the purposes of profit share, the reserves of paid and outstanding claims, for the account that the reinsurer will prepare annually with the reinsured and for the other accounts that the reinsured makes with its associated companies, will follow the calculation and information criteria that Reinsurer and Reinsured will establish according to their own methodology and experience.</p>
Accounts	Quarterly
Accounting basis	Underwriting year basis
Portfolio Entry	<p>Premium: None</p> <p>Losses: None</p>
Portfolio withdrawal in case of Special Termination	<p>Premium: to be decided by the Reinsured</p> <ul style="list-style-type: none"> <li>- policy expiration dates</li> <li>- Unearned Premium – prorrata temporis</li> </ul>

	<p>Losses: to be decided by the Reinsured</p> <ul style="list-style-type: none"> <li>- until settlement of all losses</li> <li>- 100% (Case Reserves and IBNR's) of non settled claims at the cancellation of this Agreement.</li> </ul>
Premium deposit	<p>The reinsured will constitute as deposit on a quarterly basis, the change in unearned premiums of each quarter (31st March, 30th June, 31st October and 31st December) and all quarterly unearned premium will be the same as unearned premiums at 31st December of the current year, and will be paid back to the reinsurer in the following year with the same periodicity and the interest rate stated in the article 23.</p>
Interests on premiums deposits	<p>One year Euribor at 1<sup>st</sup> of January. This index will be reviewed on an annual basis</p>
Arbitration	<p>For any dispute below 500.000 €, the Court of Arbitration will take place in Barcelona. The proceedings will follow the Spanish arbitration law considering Spanish market reinsurance practices. If both parties fail to agree in the nomination of an Umpire, he or she will be elected by the president of the Barcelona Chamber of Commerce.</p>

This Agreement is made up in duplicate and signed by the contracting Parties

In Sant Cugat del Vallès, Spain

For the Reinsured by:

Signed: 	Signed: .....
Name: <u>Enrique Zuñiga</u>	Name: .....
Title: <u>Business Leader GI</u>	Title: .....
Date: <u>25/5/17</u>	Date: .....

and

In Barcelona, Spain

For the Reinsurer by:

Signed: 	Signed: .....
Name: <u>SANTIAGO DOMINGUEZ</u>	Name: .....
Title: <u>Representante del</u>	Title: .....
Date: <u>03-07-2017</u>	Date: .....

**Appendix I - Original policies – General Conditions**

- General Conditions BanSabadell

**Appendix II - Quarterly Information**

SINIESTROS	
LITERAL	EXPLICACIÓN
Movimiento	Fecha del último movimiento
Producto	código interno del producto
N° Póliza	N° de póliza
Garantía Siniestrada	garantía siniestrada
n° Siniestro	n° de siniestro
Estado Siniestro	estado del siniestro
Fecha Declaración	fecha de declaración del siniestro
Fecha Ocurrencia	fecha de ocurrencia del siniestro
Pago Total Acumulado	pagos totales ya realizados
Fecha Terminación	
Fecha rehabilitación	
Reservas Balance	
POLIZAS	
LITERALES	EXPLICACIÓN
CÓDIGO PRODUCTO	código interno del producto
N° POLIZA	n° póliza
TIPO PRODUCTO	Hipotecario, Personal, Recibos, Tarjetas
PERIODICIDAD DE LA PRIMA	Única, Anual, Semestral, Trimestral, Mensual
FINANCIADO O NO FINANCIADO	si / no
FECHA EFECTO	fecha efecto póliza
FECHA VENCIMIENTO	fecha vencimiento póliza
FECHA DE ANULACIÓN	fecha anulación póliza
Estado Póliza	
Tomador	
Nombre Asegurado 1	
Identificación Asegurado 1	
Nombre Asegurado 2	
Identificación Asegurado 2	
Tipo Préstamo	

**Appendix III - Policies with special conditions**

Policies with annual renewal terms and with inception year 2008 are covered under this treaty.

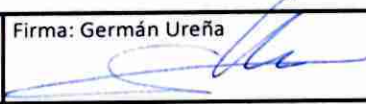
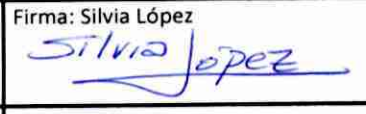
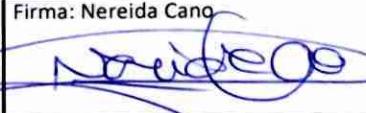

<b>Fecha<sup>(1)</sup>:</b>	12/06/2017						
<b>Sociedad:</b> (denominación social de la sociedad que suscribirá el documento)	CNP Caution						
<b>Tipo de documento:</b> (identificar si el documento es un contrato, u otro)	Contrato /Anexos <input checked="" type="checkbox"/>	Presupuesto/ Proyecto <input type="checkbox"/>	Doc. Consejo <input type="checkbox"/>	Doc. Hacienda <input type="checkbox"/>	Doc. DGSFP <input type="checkbox"/>	Doc. Planes/EPSV <input type="checkbox"/>	Otro: (especificar) A
<b>Solicitado por:</b> (Responsable del área que ha cursado la petición)	Germán Ureña						

<b>Contenido/ Objetivo:</b> (Explicación del contenido y características del documento sometido a firma)	Firma Contrato Reaseguro BanSabadell para el año 2017
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**Rellenar en caso de contrato, presupuestos, proyectos, u obligaciones de pago**

<b>Denominación del Documento:</b>	Contrato Reaseguro BanSabadell 2017		
<b>Apoderado/s:</b>	Santiago Domínguez		
<b>Contraparte:</b> (denominación del proveedor, o interviniente)	BanSabadell		
<b>Fecha de inicio<sup>(2)</sup>:</b> 01/01/2017	<b>Fecha de finalización<sup>(3)</sup>:</b> 31/12/2017		
<b>Budget-Partida presupuestaria<sup>(4)</sup>:</b> (Incluir información sobre la partida si el contrato o servicio cuenta con un presupuesto específico)		<b>Código PEP<sup>(4)</sup>:</b>	
<b>Importe Económico del Documento<sup>(4)</sup>:</b> (se indicará el importe total del contrato)		<b>Periodicidad del pago<sup>(4)</sup>:</b>	

**- OBLIGATORIO<sup>(5)</sup> -**

<b>Responsable del Proyecto / Negociación<sup>(5)</sup></b> (persona que ha solicitado y negociado el documento)	Fecha: 12/06/17	Firma: Germán Ureña 
<b>Director del Departamento<sup>(6)</sup> y/o Validación del Director de Cuenta<sup>(6)</sup>:</b> (si procede)	Fecha: 12/06/2017	Firma: Silvia López 
<b>Verificación de Control de Gestión<sup>(4)</sup>:</b> (si procede. Siempre si hay importe económico)	Fecha:	Firma:
<b>Revisión Área Legal<sup>(8)</sup></b> (persona del equipo legal que ha revisado el contrato y si cumple con todos los requerimientos solicitados, excepto en el caso de CCN)	Fecha: 30/06/2017	Firma: Nereida Cano 
<b>Director General ó Country Manager:</b> (si procede)	Fecha:	Firma: Santiago Domínguez  03-07-2017





**- OBLIGATORIO -**

<p><b>Resumen del contenido del contrato por el Project Manager o responsable de la negociación del documento<sup>(9)</sup>:</b></p> <ul style="list-style-type: none"> <li>• Principales acuerdos discutidos y aprobados</li> <li>• Entregables del proveedor</li> <li>• Descripción del servicio</li> <li>• Cualquier información relevante en términos económicos o de prestación.</li> </ul>	<p>Sustituye al antiguo contrato con Zurich para la nueva producción desde 2017</p> <ul style="list-style-type: none"> <li>· Esquema anterior: BanSabadell=&gt; 70% Zurich =&gt; 95% CNP Caution</li> <li>· Nuevo Esquema: BanSabadell=&gt; 25% CNP Caution</li> </ul> <p>Prima Cedida Esperada: Menos de 3.000.000€</p> <p><i>- Sede de arbitraje -&gt; Barcelona</i></p>
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<b>Datos a facilitar, imprescindibles, en el caso de proveedores de IT y Desarrollo:</b>	
Definición del perímetro funcional y servicio que se llevará a cabo	
Causas determinación del contrato ( incumplimiento de SLA, incumplimiento de clausulas requeridas, ...)	
KPIs y penalizaciones asociadas a la facturación	
Documentación y entregables. Plazos y condiciones.	
Periodos de garantía del software	

- (1) Indicar la fecha en que se inicia el proceso de revisión y autorización del documento.
- (2) Indicar la fecha de entrada en vigor del contrato, anexo, Change Control Note, etc.
- (3) Indicar la fecha de finalización del contrato, anexo, Change Control Note, etc. si existe. En caso de no existir indicarlo.
- (4) Datos a rellenar por **Contabilidad & Control de Gestión** imprescindibles para la verificación económica del documento. **Es exigible en cualquier documento que implique obligaciones de pago o cobro para la Compañía.**
- (5) La hoja de control siempre deberá ser firmada por la persona que ha negociado y decidió la contratación o elaboración del documento en cuestión.
- (6) Si no se corresponde con un Director la hoja de control deberá ser validada por el Director del Departamento del que dependa la partida presupuestaria afectada.
- (7) La validación del **Director de Cuenta** será imprescindible y obligatoria en las Change Control Notes.
- (8) **Siempre** deberá disponer de la revisión de **Asesoría Jurídica**, con la excepción de las Change Control Notes si bien **Asesoría Jurídica** conservará copia de todas las Change Control Notes.
- (9) En el caso de contratos deberá contener un resumen del mismo realizado por la persona que lo ha negociado.

