CASER SALUD DENTAL

Healthcare Policy Oral health

General Conditions

CAJA DE SEGUROS REUNIDOS Compañía de Seguros y Reaseguros, S.A.

Company address: Avenida de Burgos, 109 - 28050 Madrid

caser.es

Registered in the Madrid Trade Registry Volume 2245 general, Folio 179, Section 8, Page M-39662, Entry A 435 Tax ID (CIF): A 28013050

| In accordance with the provisions of Article 3 of Law 50/80, of 8 October, on Insurance Contracts, the clauses limiting the rights of the Insured parties contained in the General Conditions of the contract are highlighted in bold print. |
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| This contract is subject to Law 50/1980, of 8 October, on Insurance Contracts, Law 20/2015, of 14 July, on the Regulation, Supervision and Solvency of Insurance and Reinsurance Companies, and its implementing regulations. |
| The authority responsible for controlling the activity is the Directorate-General for Insurance and Pension Funds. |
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GENERAL CONDITIONS

PRELIMINARY ARTICLE

This Insurance Contract is governed by the provisions of Law 50/1980, of 8 October 1980, on Insurance Contracts (Official Gazette of 17 October 1980), by Law 20/2015, of 14 July, on the Regulation, Supervision and Solvency of Insurance and Reinsurance Companies, and its implementing Regulations (Royal Decree no.: 1060/2015 of 20 November) and by the provisions of the General, Specific and Special Conditions of this contract. The authority responsible for the control of insurance activity in Spain is the Ministry of Economy and Competitiveness through the Directorate General of Insurance and Pension Funds.

The Policyholder, by signing the application, the Particular Conditions or, if applicable, the Insurance Certificate, specifically accepts the clauses limiting the rights of the Insured, which are highlighted in bold letters.

ARTICLE 1 - DEFINITIONS

For the purposes of this contract, the following definitions apply:

THE INSURED PERSON: The natural or legal person who is covered by the insurance policy and who, in the absence of the Policyholder, assumes the obligations arising from the contract. Unless expressly stated in the Particular Conditions, the Policyholder and the Insured person are the same person.

THE INSURER: The legal entity that assumes the contractually agreed risk in this policy is CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A., hereinafter referred to as The Insurer.

BENEFICIARY: is the person who receives the corresponding benefit in the cases foreseen in the contract. Usually has a common bond of personal, family or financial interest with the Policyholder.

SPECIAL CONDITIONS: complementary document integrated in the General Conditions of the contract in which the additional contracted services available to the Insured person are included.

PARTICULAR CONDITIONS: document forming part of the contract in which the aspects of the risk to be insured are specified and particularised.

MEDICAL DIRECTORY: is the complete list of professionals and health centres owned or hired by the Insurer in each province, with their address, telephone number and opening hours. In addition to the professionals and health centres in the province, each provincial Medical Directory lists the information services and telephone numbers for the Insured person throughout Spain. It may be updated and consulted at any time on the website **caser.es** and/or in the Client Area or on the Caser Salud App. Assistance in means not arranged by the Insurer is not covered by this contract.

CONTRACT: document or documents containing the clauses and agreements regulating the relationship between the Policyholder and the Insurer. The following form an integral and inseparable part of the contract: the

Insurance Application, the Health Questionnaire, the General Conditions, the Particular Conditions that individualise the risk and the Special Conditions, if any, as well as the Supplements or Appendices that include, where applicable, the modifications agreed during the term of the contract.

SPECIAL PRICES/EXCESSES: maximum amount established for dental services that the Insured person must pay to the health professional or medical centre for using them. This amount is different depending on the different dental services and its amount, in force during the calendar year. They may be updated annually and consulted at any time on the web **caser.es** and/or in the Client Area or on the Caser Salud App.

PREMIUM: insurance price. The premium receipt shall also include the legally applicable surcharges, taxes and fees. The insurance premium is annual, even if payment is paid in instalments.

THE INSURANCE POLICYHOLDER: The individual or legal entity that, together with The Insurer, carries out this contract and to whom the obligations deriving from it correspond, except for those that due to their nature must be fulfilled by the Insured person.

See specific descriptions of the dental services associated with this contract in APPENDIX I: Glossary of Terms Dental Services enclosed.

ARTICLE 2 - PURPOSE OF THE INSURANCE

Within the limits and conditions stipulated in the contract and on payment of the premium that corresponds in each case, the Insurer agrees to provide the Insured person, on an outpatient basis, with the dental care detailed in the guarantees covered, either free of charge or with the maximum amounts (stipulated excesses).

The assistance will be provided exclusively by the doctors who appear in the dental medical directory and who are in force in the current year.

In any event, the Insurer shall assume the necessary urgent assistance, where appropriate, in accordance with the provisions of the terms and conditions of the contract and in application of the provisions of Article 103 of the Insurance Contract Act.

No optional cash compensation may be granted under this insurance in lieu of the benefits covered by the contract.

ARTICLE 3° - DESCRIPTION OF COVERAGE

This cover provides the Insured person with access to a range of stomatological procedures, both free of charge and services established at their own expense with maximum amounts (excesses).

The list of free stomatological procedures, such as those established with maximum amounts (excesses), can be consulted in an updated way on our website caser.es and/or in the Client Area or on the Caser Salud App.

Likewise, these may be updated annually based on the price changes of the suppliers and/or if deemed necessary.

The benefits are organised according to the type of services and the target audience, adults or children, as policyholders under 15 years of age have a Children's Dental Plan with dental services for children and with special advantages.

3.1. CHILDREN'S DENTAL PLAN (UNDER 15 YEARS OLD)

Policyholders under 15 years of age will be able to access the services corresponding to adults and will also have access to a list of benefits, free of charge for them, aimed at the prevention and treatment of dental procedures typical of childhood, which can be consulted at any time and updated on our websitecaser.es and/or in the Client Area or on the Caser Salud App.

ARTICLE 4 - EXCLUDED RISKS

- 1) Physical damage resulting from war, riots, revolutions and terrorism, those caused by officially declared epidemics, those directly or indirectly related to radiation or nuclear reaction and those resulting from natural catastrophes (earthquakes, floods and other seismic or meteorological phenomena).
- 2) Assistance derived from the consumption of alcohol, drugs of any kind, fights (except in the case of legitimate self-defence), injuries, self-harm or suicide attempts.
- 3) Any other dental services not expressly included in the Conditions of the Contract describing the coverage and services provided.

ARTICLE 5 - METHOD OF PROVIDING SERVICES

All services covered by the contract are freely available.

When requesting the provision of care, the Insured person must present the individual Caser Salud card which the Insurer will give them for this purpose. When the professional or centre providing the service deems it appropriate, they may also require the National Identity Card from the persons obliged to have it.

The Insurer shall not be liable for the fees of doctors who are not on its list of doctors, nor for the cost of any health care services that they may prescribe.

For the purposes of this insurance, the claim is deemed to have been reported when the Insured person requests the benefits covered by this contract.

All treatments and actions covered by the insurance will be carried out exclusively on an outpatient basis, therefore excluding hospitalisation and general anaesthesia.

If there are alternative treatments for the same process, the decision and choice of treatment shall be made by the Insured person.

5.1. SERVICE STRUCTURE AND OPERATION

The Insurer offers its policyholders a wide range of stomatology professionals, equipped with the most advanced diagnostic and treatment resources, with national coverage for the provision of the service, in accordance with two modalities:

- <u>Care quarantee</u>: list of free benefits to which the Insured person has access.
- <u>Services with maximum amounts (excesses)</u>: services to be paid for by the Insured person that can be obtained at special prices. These services are identified with **maximum prices (excesses)** available to the Insured person so that they can be known before requesting quotes.

5.2. ACCESS TO SERVICES

- **Choice of professional**: the selection and access to the professional is free, within those included in the dental medical directory.
- Request for a 3D radiological study (CBCT): in the event of needing a 3D radiological study (CBCT) the
 Insured person should contact Caser on 91 055 16 61 so that the most appropriate centre for the
 pathology presented can be provided.
- Maxillofacial Consultations: if you need a consultation you should contact Caser on 91 055 16 61 to
 arrange the appointment digitally through the Caser Medical Centre of Telemedicine or provide the
 most appropriate medical centre.
- Access to the provision of the service: to use the dental services and the application of the special prices (if applicable) it is essential to present the Caser Salud Health Card which identifies you as an Insured person.
- **Diagnosis and quotation:** Once the appropriate diagnosis has been made, the health professional will prepare a quotation in accordance with the maximum recommended prices in force (in the case of services with associated costs), which must be accepted by the Insured person before starting the treatment.
- **Treatment:** acceptance of the quote by the Insured person is essential in order to start treatment.
- **Payment for treatments:** in the case of treatments with an associated cost, the Insured person will pay the amount corresponding to the services provided directly to the Professional or Centre.

ARTICLE 6 - FORFEITURE OF RIGHTS, TERMINATION AND INDISPUTABILITY OF THE CONTRACT

- 1. The Insured person loses the right to the quaranteed benefit:
 - a) In the event of an aggravation of the risk if the Policyholder or the Insured person fails to notify the Insurer and has acted in bad faith (Article 12 of the Law).
- 2. The Policyholder may terminate the contract when the list of medical professionals corresponding to their province changes by more than 50% in the last 12 months from the start of the contract and must notify the Insurer of this decision by any reliable means. This rule shall not apply in the case of temporary replacements for justified reasons, or in the case of doctors of special surgical techniques, as well as dentists, analysts and radiologists.
- 3. If no medical examination has been carried out and no full rights have been recognised, the contract will be indisputable one year after the conclusion of the contract, unless the Policyholder has acted fraudulently.

ARTICLE 7 - DURATION OF SERVICE

The insurance is renewable annually and will last for the period stipulated in the Particular Conditions. On its expiry date, and in accordance with Article 22 of the Insurance Contract Law, it shall be tacitly extended for annual periods.

However, either party may object to the extension by giving written notice to the other party not less than one month before the date of the end of the current insurance period in the case of the Policyholder, and two months before the end of the current insurance period in the case of the Insurer. The Insurer must be notified by the Policyholder.

In respect of each Insured person, the insurance is terminated:

- 1. By death.
- 2. If the contract includes family members who live with the Policyholder, when they cease to live habitually in the latter's home, which must be notified to the Insurer. If these persons take out a new insurance policy with the Insurer within one month of the aforementioned notification, the Insurer shall maintain all the rights they have acquired, provided that they take out the same coverage.

Minors may only be included in the insurance policy in the event that the person or persons who have parental authority or quardianship over them is the Policyholder, unless otherwise agreed.

The cover taken out shall not take effect until the first premium has been paid.

ARTICLE 8° - PAYMENT OF PREMIUMS

The Policyholder, in accordance with Article 14 of the Law, is obliged to pay the premium.

- 1. The first premium or part thereof shall be due in accordance with Article 15 of the Law once the contract has been signed; if it has not been paid due to the fault of the Policyholder, the Insurer has the right to terminate the contract or to demand payment of the premium due through enforcement proceedings on the basis of the contract. In any event, if the premium has not been paid before the claim occurs, the Insurer shall be released from its obligation, unless otherwise agreed.
 - The Policyholder will lose the right to the agreed premium instalment in the event of non-payment of any receipt, and the total premium agreed for the insurance period will be due from that moment.
- 2. In the event of non-payment of the second or successive premiums or fractions thereof, cover shall be suspended one month after the due date of the receipt, and if the Insurer does not claim payment within six months of the due date, the contract shall be deemed to be terminated. If the contract has not been cancelled or terminated in accordance with the above conditions, the cover shall take effect again 24 hours after the day on which the Policyholder pays the premium. In any case, when the contract is suspended, the Insurer may only demand payment of the premium for the current period.
- 3. The Insurer shall only be bound by the receipts issued by its agents.
 - Payment of the premium by the Policyholder to the Broker shall not be deemed to have been made to the Insurer unless in return the Broker gives the Policyholder the premium receipt issued by the Insurer.
- 4. The Particular Conditions shall establish the bank account designated by the Policyholder for the payment of premium receipts, applying the following rule:
 - The premium shall be deemed to have been paid on its due date, unless, on an attempt to collect it within thirty calendar days, there are insufficient funds in the Policyholder's account.

ARTICLE 9° - SPECIAL PRICES/EXCESSES

The **maximum special prices (excesses)** available to the Insured person are established only for the year in force and may therefore be updated by virtue of negotiation with the suppliers for successive annuities if deemed necessary.

These prices are paid directly to the doctor by the Insured person.

ARTICLE 10 - OTHER OBLIGATIONS, DUTIES AND POWERS OF THE POLICYHOLDER OR INSURED PERSON

- 1. The Policyholder and, where applicable, the Insured person have the following obligations:
- a) Notify the Insurer as soon as possible of the change of address.

- b) To notify the Insurer, as soon as possible, of any additions and removals of Insured parties that occur during the term of the contract, with effect from the first day of the month following the date of notification by the Policyholder, and the premium shall be adapted to the new situation.
- c) To mitigate the consequences of the claim, using the means at its disposal for the prompt recovery. Failure to comply with this duty, with the manifest intention of harming or deceiving the Insurer, shall release the Insurer from any benefit deriving from the claim.
- d) To grant and facilitate the subrogation in favour of the Insurer established in Article 82 of the Law.
- F) Minors may only be included in the insurance policy in the event that the person or persons who have parental authority or quardianship over them is or are the Policyholder, unless otherwise agreed.
- 2. The Policyholder may request the Insurer, within one month of delivery of the contract, to rectify any discrepancies between the contract and the insurance proposal or the agreed clauses, in accordance with Article 8 of the Law.

ARTICLE 11 - OTHER OBLIGATIONS OF THE INSURER

In addition to providing the assistance taken out, the Insurer shall provide the Policyholder with the contract or, where appropriate, the provisional cover document or the appropriate document in accordance with the provisions of Article 5 of the Law.

It will also provide the Policyholder with the Caser Salud Health Card for the Insured person or Insured parties which will allow them access to the benefits.

The list of doctors may be updated annually by the Insurer by the registration or deregistration of the doctors, professionals, hospitals and other establishments that make up the list. It shall be the obligation of the Policyholder and/or Insured person to use the services of the care providers who are registered on the date of the request for assistance. You can always consult it in an updated way on our websitecaser.es and/or in the Client Area or on the Caser Salud App.

ARTICLE 12 - ANNUAL UPDATING OF THE ECONOMIC CONDITIONS OF THE CONTRACT

The Insurer may annually update the amount of the premium and revise the maximum special prices. This updating of the premium shall be based on the technical-actuarial calculations necessary to determine the impact of changes in the cost or frequency of the health services covered by the insurance, the incorporation into the guaranteed cover of technological innovations that appear or are used after the contract was concluded, or other events with similar consequences.

The Policyholder, on receiving notification of these premium updates, may choose between extending the Insurance Contract, which implies acceptance of the new financial conditions, or cancelling it at the end of the current year by means of a corresponding letter addressed to the Insurer.

ARTICLE 13 - COMMUNICATIONS

- 1. Notifications to the Insurer shall be made to the address, email or telephone number indicated in the contract.
- 2. Notifications and payment of premiums made to the Insurer's delegations, branches or offices or to the broker of the contract shall have the same effect as if they had been made directly to the Insurer.

ARTICLE 14 - PRESCRIPTION

The actions arising from this contract shall expire in the term of **five years** from the date on which they can be exercised.

ARTICLE 15 - JURISDICTION

This contract is subject to Spanish legal jurisdiction and, within this jurisdiction, the competent judge for hearing any actions arising from it shall be that of the Insured person's residence in Spain.

This Insurance Contract comprises inseparably the General Conditions, the Particular Conditions, the Special Conditions and the Appendices that include the modifications agreed by the parties.

APPENDIX I: GLOSSARY OF TERMS - DENTAL SERVICES

ALVEOLOPLASTY: technique by means of which a dental alveolus is filled with hydroxyapatite after its extraction.

APICECTOMY: surgical removal of the tip of a tooth root through the bone and gum.

APICOFORMATION: procedure that stimulates the formation of the root of the teeth in children.

WHITENING: technique that lightens the colour of highly pigmented teeth.

BRACES: orthodontic braces or device that is attached to a tooth for the purpose of attaching an archwire. The braces can be metal, sapphire, ceramic or plastic.

VENEERS: resin or porcelain surface placed on the front side of a tooth or crown to give it a natural look.

PERIODONTAL FLAP SURGERY: surgical technique for the treatment of periodontal disease. The objectives of this technique are: to eliminate the bags, regenerate and gain insertion.

COMPOSITE: tooth-coloured filling materials made from resin reinforced with silica or porcelain particles. They are used in dentistry as one of several alternatives to dental amalgams.

REPAIR: repair of a damaged dental appliance, which may be simple or require soldering.

WISDOM TOOTH: third permanent molar. Wisdom tooth.

CROWN: artificial covering of a tooth with metal, porcelain, or porcelain fused to metal. Crowns cover teeth weakened by decay or severely damaged and rebuilt with pins or posts.

DENTASCAN: computer program for computer tomography that provides high resolution images of the maxilla and jaw, and that from axial plane slices, performs panoramic and transversal reconstructions.

MAXILLARY SINUS ELEVATION: surgical technique that allows bone augmentation in the upper arch, with the aim of obtaining an adequate bone base in which to place osseointegrated implants, in those cases where the thickness of the bone does not allow it.

ENDODONTICS; removal of the nerve, living or dead, from a tooth. The part may have one or more roots. Depending on the number of roots of the tooth, the endodontics will be unirradicular, birradicular or multiradicular.

EPULIS: small, benign, purplish-red tumour that develops at the level of the alveolar ridge of the gums at the expense of the bone or soft tissue.

SKELETAL: partial removable prosthesis in which the structure is metallic. A skeleton has retainers, a resin base, major and minor connectors, and teeth. The number of teeth determines the size of the skeleton.

CANINE TOOTH FENESTRATION: removal of the bone and mucosa around an impacted tooth in order to free and visualise the crown of the tooth, allowing the orthodontist to place a brace and bring this tooth into the arch.

SPLINT: dental immobilisation device, made of plastic material or acrylic resin, used in orthodontics as a stabiliser, as a vehicle to carry whitening substances to the mouth, in periodontal treatments, as well as a tool that allows the rest of teeth with mobility and in temporomandibular joint pathology treatments, to relieve the symptoms of this joint and the consequences on the chewing surfaces of the teeth caused by excessive clenching or by the friction between the upper and lower teeth (bruxism).

FLUORIDISATION: procedure by which we provide fluoride to the organism to prevent caries.

FRENUM: fold of mucous membrane connecting the upper lip or tongue to the alveolar mucosa. (Can be labial or lingual).

GINGIVECTOMY: surgical procedure in which the injured gingival (gum) tissue is removed. It is currently used for the treatment of: hyperplasia (growth) of the gum due to medication, fibrosis of the gum, supraosseous pockets in difficult places. Also used to improve access in restorative techniques that invade the subgingival space.

DENTAL IMPLANTS: small dental devices that are inserted into the upper and lower jaws to help rehabilitate an oral cavity that has few or no teeth that can be restored.

SPACE MAINTAINERS: devices, fixed or removable, aimed at preserving the space left by one or more teeth until the eruption of the permanent successor.

CAST IRON POST: element that allows the restoration of a dental crown by placing it on an osseointegrated implant or a natural root with endodontics, making the subsequent placement of an artificial crown necessary. The cast iron posts have a part called a pin for the implant and the root and another post for the crown.

OBTURATION: dental filling.

PREVENTIVE DENTISTRY: subdiscipline of dentistry that deals with the prevention of disorders of the oral cavity, as well as the preservation of healthy teeth and gingival tissues.

ORTHODONTICS: speciality within stomatology that includes all the techniques aimed at improving the positional defects of the patient's teeth, in order to achieve a better mechanical function and satisfactory oral aesthetics.

ORTHOPANTOMOGRAPHY: dental panoramic radiography. X-rays of the jaws allow us to see the bone and dental structures as well as to make certain presumptive diagnoses.

TEMPOROMANDIBULAR JOINT (TMJ) DYSFUNCTION: painful or defective function of the TMJ. The TMJ is the joint that makes it possible to open and close the mouth. It is the joint where the jaw articulates with the temporal bone of the skull, in front of the ear and on each side of the head.

PERIODONTICS: branch of dentistry that deals with the diagnosis, prevention and treatment of periodontal diseases (tissue surrounding the tooth, which are the gums and bone). When these tissues become infected due to lack of care, they are destroyed and leave the tooth almost without support (periodontitis or pyorrhea).

PERIODONTOGRAM: measurement of dental mobility.

PROSTHESIS: substitution, by an artificial element, of a part of the body rehabilitating the lost function.

PULPOTOMY: partial removal of the nerve by removing the dental pulp and then filling the tooth.

CYST: sac without opening or exit, lined with epithelium and usually containing fluid. The origin may be infectious or residual. The vast majority are benign and a pathological anatomy study should always be performed.

INTRAORAL RADIOGRAPHY: exploratory technique consisting of the placement inside the mouth of radiographic plates, of different sizes, which are impressed from the outside by an X-ray machine.

RADICULAR SCRAPING AND SMOOTHING: treatment aimed at removing and eliminating calculus and plaque from the roots of the teeth with selective instruments for each tooth.

RECONSTRUCTION OF POSTS OR ANGLES WITH PINS OR BOLTS: reconstruction of a very deteriorated dental piece, using pins or bolts to reinforce the repair.

RE-ENDODONTICS: procedure by which root canal treatment is performed again on a tooth whose initial endodontic treatment has not given the expected result.

FISSURE SEALING: thin plastic film that is painted over the chewing surfaces of the back teeth (molars and premolars) to prevent cavities from forming.

CT: computed axial tomography (CAT), a radiological diagnostic test using x-rays and computer image processing. The computer reconstructs the planes traversed by the X-rays. When the images are processed, they can be viewed as three-dimensional slices on a television monitor or in an X-ray. It obtains very precise images of the inside of the organism and its different organs, allowing very accurate diagnoses.

TARTRECTOMY: removal of bacterial plague and tartar or dental calculus.

TELERRADIOLOGY: radiography (of the patient's craniomandibular profile) with the radiation source away from the subject and in which the beams are parallel. It is performed by placing the photographic plate

outside the mouth and with the X-Ray apparatus more than two meters away from the patient's skull. The aim is to preserve as much as possible, the real dimensions of it.

VESTIBULOPLASTY: surgical procedure aimed at correcting the height of the buccal vestibules (space between the lip and the gum).

INSURED PERSON'S DEFENCE SERVICE

- 1. CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A. (CASER) offers its customers its Insured person's Defence Service (Complaints and Claims) at Avenida de Burgos, nº 109, 28050 Madrid, and at the email address defensaasegurado@caser.es.
- 2. This Service will attend to and resolve, in accordance with the regulations in force, within a maximum period of two months from their presentation, the complaints and claims made, directly or through accredited representation, by all natural or legal persons, insurance users and participants or beneficiaries of occupational pension plans and associates of CASER, when these refer to their legally recognised interests and rights related to their insurance and pension plan operations, whether they derive from the contracts themselves, from the regulations on transparency and customer protection or from good practice and usage, in particular the principle of equity.

Complaints and claims shall be submitted in writing to any of the Company's offices, or at the central office of CASER GESTIÓN TÉCNICA, A.I.E. (Avenida de Burgos 109, 28050, Madrid), by post or by computer, electronic or telematic means, provided that these allow them to be read, printed and stored, and meet the legal requirements and characteristics established in the Regulations.

- 3. Once the resolution has been obtained and the claim procedure has been exhausted before the Insured person's Defence Service, if they still disagree with the result of the ruling or if two months have passed since the date of its receipt without said Service having resolved it, the claimant may present their claim to the Claims Service of the Directorate-General for Insurance and Pension Funds, at Paseo de la Castellana, 44, 28046 Madrid, whose decisions, however, are not binding. It may also be submitted to the competent courts.
- 4. In all CASER offices open to the public, and on the website (www.caser.es), our customers, users and injured parties, will find at their disposal a printed form for claims, as well as the Regulations of the CASER's Policyholder Defence Service, which regulates the activity and operation of this Service and the characteristics and requirements of presentation and resolution of complaints and claims.
- 5. In the resolutions, the obligations and rights established in the General, Particular and Special Conditions of the contracts will be taken into account; the regulations governing the insurance activity and the regulations on transparency and protection of customers of financial services (Insurance Contract Law, Law 20/2015, of July 14, on the Regulation, Supervision and Solvency of insurance and reinsurance companies and its implementing regulations, Financial System Reform Law, Law on Collective Investment Institutions, Royal Decree 303/2004, of February 20, and Order ECO 734/2004, of March 11, Law and Regulations for the Defence of Consumers and Users, and Law on General Conditions of Contract).