

GENERAL CONDITIONS



Sanitas Sociedad Anónima de Seguros

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Entity domiciled in Spain, Ribera del Loira, 52 - 28042 Madrid.

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Preliminary clause

This contract is governed by the provisions of Law 50/1980, of 8 October 1980 on Insurance Contracts (B.O.E. 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 1060/2015, of 20 November, on the regulation, supervision and solvency of insurance and reinsurance companies), by Law 22/2007 of

11 July, on distance marketing of financial services to consumers, by the regulations on insurance distribution, and by what is agreed in these General Conditions and in the Particular Conditions.

The clauses limiting the rights of the Insured which are highlighted in bold and which are specifically accepted shall apply.

Glossary of terms

For the purposes of this document of the **Sanitas Basico Digital** Product, the following definitions apply:

ACCIDENT INSURANCE

TERMS

Bodily injury sustained during the term of the policy, deriving from a violent, sudden, external cause beyond the control of the Insured.

ANTIQUITY

This implies the recognition of certain rights of the Insured for permanence in SANITAS, which will be specified in the Particular Conditions.

INSURED

Each person included in the policy and specified in the Particular Conditions, entitled to receive the benefits of the insurance, and who may or may not coincide with the person of the Policyholder.

BENEFICIARY

Person to whom the Policyholder recognises the right to receive, in the corresponding amount, the indemnity or benefit derived from this contract.

COPAGO

Participation of the Insured in the amount of the cost of the medical act or series of acts, depending on the medical service required, received from the professionals or centres providing the same, and which shall be paid directly to SANITAS.

HEALTH QUESTIONNAIRE

Declaration to be made truthfully and completely and signed by the Policyholder or Insured prior to the formalisation of the policy, which is used by SANITAS to assess the risk that is the object of the insurance.

DOLO

Action or omission committed by fraud or deceit with intent to cause damage

or obtain a benefit by affecting the interests of a third party.

ADDRESS OF THE INSURED

The place where the Insured resides and which is expressly mentioned in the particular conditions of the policy.

INSURER

SANITAS, Sociedad Anónima de Seguros, a legal entity that assumes the contractually agreed risk.

FRANCHISE

The amount of medical and/or hospital expenses not included in the insurance cover which, in accordance with the provisions of the corresponding guarantees, are paid by the Policyholder or Insured to the medical provider.

COST-SHARING

Prior to accessing certain coverages, the Insured must pay SANITAS, in a single payment, a specific amount depending on the degree of difficulty of the same.

GRACE PERIODS

Period of time (calculated by months elapsed from the effective date of registration of each Insured in the policy) during which some of the covers included in the guarantees included in the policy do not come into force.

POLICY

A written document that contains the regulatory conditions of the insurance, as well as the rights and duties of the parties and which serves as proof of the existence of the insurance policy. The following form an integral part of the policy: the insurance application, the Health Questionnaire, the General Conditions, the Particular Conditions, the Additional and Complementary Conditions and the Additional and Complementary Conditions.

Appendices to be added to supplement or amend it.

PRE-EXISTENCE

State or condition of health (illness, injury or defect) not necessarily pathological suffered by the Insured prior to the date of signature of the health questionnaire.

BENEFIT

Acceptance of the payment of the care service by SANITAS of the guarantees committed to in the policy.

PRIMA

This is the price of the insurance, i.e. the amount that the Policyholder or Insured Party must pay to SANITAS. It will also contain the legally applicable surcharges, fees and taxes.

SYNESTRO

Any event whose consequences are totally or partially covered by the policy and which form part of the object of the insurance. The set of services deriving from the same cause is considered to constitute one and the same claim.

OVERVIEW

It is a complementary premium that is established, by means of an express agreement reflected in the particular conditions of the policy, in order to assume an additional risk that would not be the object of insured coverage if this agreement did not exist.

POLICYHOLDER

This is the person, natural or legal, who together with SANITAS signs this contract and who may be the same or different from the Insured, and to whom the obligations deriving from the same correspond, especially the payment of the premium, except for those which by their nature must be fulfilled by the Insured.

HEALTH TERMS

HEALTH CARE

The act of attending to or caring for the health of a person.

HOSPITALARY ASSISTENCE / WITH IN-PATIENT HOSPITALISATION

This is the care provided in a medical or hospital centre on an inpatient basis, with registration of the entry and stay of the Insured as a patient, with at least one overnight stay, for the medical, diagnostic, surgical or therapeutic treatment of the Insured.

DAY HOSPITAL CARE

This is medical, diagnostic, surgical or therapeutic care provided in a medical or hospital centre that requires short, non-intensive care and does not require the patient to stay overnight.

In the case of surgical treatment in a day hospital, this treatment is performed in the operating theatre, under general, local, regional or sedation anaesthesia, which requires little intensive postoperative care and of short duration, and therefore does not require the patient to stay overnight in the centre.

OUTPATIENT / AMBULATORY CARE

This is medical, diagnostic, surgical or therapeutic care provided in the hospital that does not involve hospitalisation on an inpatient or day-hospital basis.

In the case of outpatient surgical treatment, this is performed in the consulting room, on superficial tissues and generally requires local anaesthesia.

ASSISTANCE FOR SOCIAL REASONS

Medical admission becomes social admission when a patient with functional impairment or affected by chronic processes and/or pathologies associated with ageing has passed the acute phase of his or her illness, and requires health care but not hospital admission.

CITOSTATIC

A cytotoxic drug used in cancer chemotherapy that is capable of halting the development of cancer by acting directly on the integrity of deoxyribonucleic acid (DNA) chains and cell mitosis, inhibiting normal cell multiplication in both healthy and tumour cells. They are a group of heterogeneous substances used in antineoplastic treatment.

CONSULT

The action of a physician attending and examining a patient by performing the medical examinations and tests necessary to obtain a diagnosis or prognosis and prescribe treatment.

DIAGNOSIS

Medical judgement on the nature of a patient's illness or injury, based on the assessment of the patient's symptoms and signs and the performance of appropriate complementary tests.

NURSE.

University Diploma in Nursing, legally qualified and authorised to carry out nursing activities.

DISEASE

Any alteration in the state of health, which is not the result of an accident or injury, and whose diagnosis and confirmation is carried out by a legally recognised health professional, and which requires medical assistance.

CONGENITAL DISEASE

A congenital condition is one that exists at birth as a result of hereditary factors or conditions acquired during gestation up to the time of birth. A congenital condition may manifest itself and be recognised immediately after birth, or be discovered later, at any period of the individual's life.

A GUIDE TO DOCTORS AND SERVICES

Health professionals and centres belonging to the medical directory corresponding to this policy and recommended by SANITAS for the provision of the services covered by the insurance. The Guide may undergo modifications during the validity of the policy. The insured persons have at their disposal in the SANITAS offices a complete and updated list of the doctors and institutions that make up the medical directory of this policy.

CONVENTIONAL ROOM

A single-roomed or single-occupancy room, equipped with the necessary equipment for health care. Suites or rooms with an anteroom are not considered as conventional.

HOSPITAL

Any public or private establishment legally authorised for the treatment of illnesses or injuries or accidents, provided with a permanent medical presence and the necessary means to carry out diagnosis, medical treatment and surgical interventions and which allows the admission of the patient.

For the purposes of the policy, hotels, nursing homes, spas, facilities primarily dedicated to the treatment of chronic illnesses and similar institutions are not considered to be hospitals.

The centres, services and establishments, of any ownership, authorised by the health administrations of the autonomous communities and cities with Statute of Autonomy are listed in the **General Register of health centres, services and establishments** of the Ministry of Health. In the case of centres, services and establishments of any ownership outside the national territory, they must be accredited as health establishments according to the legislation of each country.

INTERVENTION

The action of subjecting a person with a disease to the necessary control or examination, with the pertinent tests, whether for diagnostic or therapeutic purposes, referring to the symptoms or alterations referred to in the consultation of the health professional. There are different types of interventions: surgical, therapeutic, diagnostic. They must always be carried out by a competent specialist doctor in an authorised centre (hospital or non-hospital) and normally require the use of a specific room with the necessary equipment.

INJURY

Any pathological change in a healthy tissue or organ that results in anatomical or physiological damage, i.e. a disturbance in physical integrity or functional balance.

OSTEOSYNTHESIS MATERIAL

Pieces of any nature used for joining the ends of a fractured bone or for soldering joint ends.

ORTHOPAEDIC EQUIPMENT

External anatomical parts of any nature used to prevent or correct deformities of the body, such as corsets, braces, crutches.

MEDICINES

Any substance or combination of substances presented as having properties for treating or preventing disease in human beings, or which may be used in, or administered to, human beings with a view to restoring, correcting or modifying physiological functions by exerting a pharmacological, immunological or metabolic action, or to making a medical diagnosis.

Coverage by the insurer will be subject to the prescription of the most efficient therapy available at the time, by active ingredient and always using the generic drug or biosimilar if this is authorised by the Agency.

Española del Medicamento and marketed in Spain.

RADIOPHARMACOTICS: These are medicines that contain a small amount of active ingredient, known as a "tracer", which is labelled with a radionuclide causing them to emit a dose of radiation that is used for both diagnostic and therapeutic purposes.

DOCTOR

A doctor or medical practitioner legally qualified and authorised to treat illness or injury medically or surgically.

COMPLEX THERAPEUTIC METHOD

A complex therapeutic method is defined as any method that requires a sanitary or hospital environment with specialised technological equipment, rooms and health professionals.

Likewise, the health infrastructure where it is carried out must have sufficient personnel and equipment to deal with any complications that the patient may suffer as a direct or indirect consequence of the procedure.

Indicate by way of example that all lithotripsy, radiotherapy, chemotherapy, interventional radiology, haemodynamics, endoscopy, those procedures covered that require laser.

SIMPLE THERAPEUTIC METHOD

A simple therapeutic method is defined as any method prescribed by a general practitioner during a consultation and which does not require highly complex equipment or medical personnel, but is carried out by non-medical health personnel. This heading would include cures, injectables, some types of physiotherapy, etc.

NEWBORN

A person in the stage of life during the first four weeks after birth.

DELIVERY

It is defined as the delivery of one (or more) newborn(s) and placenta(s) from inside the uterine cavity to the outside. Normal or term birth is a birth that occurs between the 37th and 42nd week from the date of the last menstrual period. Births occurring before 37 weeks are considered preterm births and those occurring after 42 weeks are considered post-term births.

ORGANIC PATHOLOGY

Structural damage to tissues or organs of the human body

PROSTHESIS

Any element of any nature, which temporarily or permanently replaces the absence of an organ, tissue, organic fluid, limb or part of any of these. For example, mechanical elements (joint replacements) or biological elements (cardiac valve replacements, ligaments, intraocular lenses, drug reservoirs, etc.) are considered as such.

BASIC DIAGNOSTIC TEST

It is the fundamental test for the diagnosis of a pathology, regardless of whether the test is simple or complex (e.g. faecal occult blood, gynaecological cytology, colonoscopy, etc.).

COMPLEX DIAGNOSTIC TEST

A complex diagnostic test is defined as any test that requires a healthcare or hospital environment with technological equipment and specialised healthcare professionals and/or for the interpretation of the results due to its complexity. Likewise, the healthcare infrastructure where the test is carried out must have sufficient personnel and equipment to deal with any complications that the patient may suffer as a direct or indirect consequence of the performance of the test. By way of example, this would include all tests: CT, MRI, neurophysiology, nuclear medicine,

genetics, molecular biology, endoscopy, haemodynamics, interventional radiology, etc.

SIMPLE DIAGNOSTIC TEST

A simple diagnostic test is defined as any test prescribed by a general practitioner during the consultation and which does not require highly complex equipment or specific interpretation by a specialist. This heading would include simple blood and urine tests and simple radiology.

PSYCHOLOGY

Science involving the practical application of knowledge, skills and techniques for the diagnosis, prevention or solution of individual or social problems, especially as they relate to the interaction between the individual and the physical and social environment.

HOME SERVICES

Visit at the home of the Insured and at the request of the Insured by a family doctor, paediatrician/ paediatrician or nurse, in those cases in which the Insured is, due to his/her illness, unable to go to the doctor's surgery, provided that SANITAS has arranged for the provision of this service at the said location.

EMERGENCY ASSISTANCE SERVICES

Assistance in justified cases both at the Insured's home and in any other place in Spain where the Insured is, provided that SANITAS has arranged for the provision of this service in such place. The service shall be provided by a family doctor and/or nurse.

TREATMENT

A set of means of any kind (hygienic, pharmacological, surgical or physical), the primary purpose of which is to cure or alleviate some or all of the diseases, once they have been diagnosed.

URGENCY

"Emergency" is considered to be any clinical situation that does not involve a compromise

vital or irreparable damage to the patient's physical integrity, which requires prompt medical attention.

VITAL URGENCY / MEDICAL EMERGENCY

It is a clinical situation that requires immediate medical attention, given that a delay in such attention may result in a vital compromise or irreparable damage to the patient's physical integrity that may entail the loss or significant deterioration of a function, member or organ of the patient's body.

Clause I: Subject matter of the insurance

Within the limits and conditions stipulated in the Policy, and upon payment by the Policyholder of the corresponding premium, co-payments and deductibles that may correspond, SANITAS places at the disposal of its insured persons, a wide range of professionals, for the performance of medical consultations, simple diagnostic tests and simple therapeutic methods, according to habitual medical practice, in those specialities and modalities included in the coverage of this Policy, assuming the cost thereof by means of direct payment to the professionals or centres that have performed the insured service. **In all cases, said services are provided by those professionals and medical centres and hospitals that comply with all the legal requirements for the development of their professional activity in Spain.** In any case, the coverage insured by this policy will be provided exclusively in Spain.

Diagnostic and therapeutic advances that are made in medical science after the effective date of this contract may become part of the coverage of this policy provided that they are safe, effective, universal and consolidated. At each renewal of this policy, SANITAS will communicate the techniques or treatments that will be included in the coverage of the policy for the following period.

Clause II: Cover

The benefits covered by this policy are conditional upon compliance with the qualifying periods indicated below and provided that they are pathologies that occurred after the policy was taken out and are not known to the Insured or, if they occurred before and are known to the Insured, they have been

declared by the latter to the Insurer without the Insurer having excluded them at the time of taking out the policy.

MAIN POLICY COVERAGES

The accreditation of the acts and services corresponding to a medical speciality, i.e. the services that can be performed by a health professional in that speciality, is based on the Terminological Classification and Codification of Medical Acts and Techniques (Nomenclator) of the Spanish Medical Association.

In general and with the limitations and exclusions highlighted in the conditions of this policy, the health benefits covered are consultations, simple diagnostic tests and simple therapeutic methods corresponding to the following specialities:

1. Primary care

Consultations, simple diagnostic tests and simple therapeutic methods in the following specialities are covered:

1.1. Family Medicine

This includes medical care in consultation, indication and prescription of basic diagnostic tests and means (analysis and general radiology), during the days and hours established for this purpose by the doctor, and medical care at home when for reasons that depend solely on the illness that afflicts the Insured is unable to travel to the doctor's surgery.

In urgent cases, the Insured must go to the permanent emergency services or contact the SANITAS telephone service.

1.2. Paediatrics and childcare

It covers the care of children **up to 15 years of age**, in the consulting room and at home, the indication and prescription of tests and basic diagnostic means (analytical and general radiology), applying the same rules as those already mentioned for Family Medicine coverage.

1.3. Nursing Service

It includes in-office and home care.

2. Emergencies

This includes health care for consultations, simple diagnostic tests and simple therapeutic methods that may be required by the Insured in cases of emergency, which will be provided in the permanent emergency centres that are contracted with SANITAS and indicated in the Guide to Doctors and Services corresponding to this product.

In justified cases, the Insured will be attended to, in the place where he/she is, by the permanent on-call services, **only in those towns in which SANITAS has arranged for the provision of this service.**

3. Medical specialities

Consultations, simple diagnostic tests and simple therapeutic methods in the following specialities are covered:

- 3.1. Allergology
- 3.2. Clinical Analysis
- 3.3. Pathological Anatomy
- 3.4. Anaesthesiology
- 3.5. Angiology and vascular surgery

3.6. Digestive system

3.7. Cardiology

3.8. Cardiovascular Surgery

3.9. General and Digestive Surgery

3.10. Maxillofacial surgery

Includes the diagnosis of diseases and trauma involving exclusively the mandible, maxilla and facial bones.

Excluded are treatments specific to the speciality of Dentistry, as well as aesthetic treatments and/or those that have a functional purpose in the patient's oral and dental area, including orthognathic, pre-implantological and pre-prosthetic surgeries.

3.11. Orthopaedic Surgery and Traumatology

3.12. Paediatric Surgery

3.13. Reconstructive Surgery

3.14. Thoracic Surgery

3.15. Dermatology

3.16. Endocrinology

3.17. Geriatrics

3.18. Gynaecology

Includes family planning by anovulatories (consultation, treatment and check-up), the implantation of IUDs (the **cost of the device being borne by the Insured** regardless of its therapeutic purpose) as well as the treatment of any possible complications. It includes for the diagnosis of infertility and sterility exclusively **the following tests: basal hormone analyses (except anti-mullerian hormone), ultrasound scan only until the diagnosis, that is to say, once the infertility and sterility tests have begun.**

no further services related to the treatment will be covered.

The Insured will be able to access the pelvic floor recovery plan through the telephone programme (917 522 904), provided exclusively by our specialised telephone platform Sanitas Responde, formed by a multidisciplinary team, to recover the appropriate muscle tone and prevent or treat secondary dysfunctions or pathologies. Any type of in-person pelvic floor rehabilitation is excluded.

3.19. Haematology and Haemotherapy

3.20. Internal Medicine

3.21. Nephrology

3.22. Pneumology

3.23. Neurosurgery

3.24. Clinical Neurophysiology

3.25. Neurology

3.26. Ophthalmology

3.27. Medical Oncology

3.28. Otorhinolaryngology

3.29. Psychiatry

3.30. Radiodiagnostics - Diagnostic Imaging

Only basic radiology and ultrasound is covered.

3.31. Rehabilitation

Includes consultations aimed at the diagnosis, assessment and prescription of the physiotherapy treatments included in the Physiotherapy cover.

3.32. Rheumatology

3.33. Urology

For the diagnosis of infertility and sterility, **only the following tests are covered: basal hormone determinations, basic semen analysis and bacteriological semen cultures. Only until the diagnosis, i.e. once the treatment begins, no further services related to the treatment will be covered.**

4. Other care services

Consultations, simple diagnostic tests and simple therapeutic methods of the following services are covered:

4.1. Ambulance

Ambulance services are not covered under any circumstances.

4.2. Physiotherapy

It is only included on an outpatient basis and **exclusively for conditions of origin in the locomotive apparatus**, considering as such only those structures of the human body that perform the function of locomotion or movement, not those such as the temporomandibular joint or the abdominal wall/musculature that do not perform this function, and provided that it is not a chronic (more than 6 months of evolution) or degenerative process, until the greatest possible functional recovery of the patient, determined by their rehabilitation doctor and carried out by qualified and registered physiotherapists.

Shockwave therapy is excluded as it is a complex therapeutic method.

Requires prior authorisation from SANITAS after assessment of the medical report.

Includes pelvic floor rehabilitation **exclusively with the criteria set out in the Gynaecology section.**

Excluded are rehabilitation of neurological origin, early care, occupational therapy, outpatient cardiac rehabilitation, respiratory rehabilitation, temporomandibular joint rehabilitation, vestibular rehabilitation, aquatic rehabilitation, ophthalmic rehabilitation or those using robotic equipment.

Any kind of physiotherapy treatment at home is excluded.

Physiotherapy and rehabilitation treatments are excluded when they have achieved functional recovery, or the maximum possible functional recovery, or when it becomes maintenance therapy, as well as neuropsychological rehabilitation or cognitive stimulation.

4.3. Speech therapy and phoniatrics

It always requires prior authorisation from SANITAS after evaluation of the medical report and must be prescribed by a specialist in otorhinolaryngology (in the case of organic processes of the larynx and vocal cords) or a neurologist (in the case of acute cerebrovascular accident).

Up to a maximum of 80 sessions per year per insured person are covered.

It is exclusively covered:

– In relation to organic processes involving the larynx and vocal cords:

1. Inflammation: oedemas
2. Tumours:
 - a) Benign: nodules, polyps.
 - b) Malignant: laryngeal cancer (with partial or total involvement)
3. Alterations of the vocal cords themselves:
 - a) Parexias (decreased movement of the chord(s) because either the muscle or the nerve is injured)
 - b) Chord paralysis (absence of movement of the chord(s) because either the muscle or nerve is injured)

4. Congenital malformations

Only re-educational therapy and speech re-education for processes resulting from acute cerebrovascular accidents are covered.

4.4. Nutrition

Access to this speciality must be prescribed by specialists in endocrinology, oncology, internal medicine, geriatrics or paediatrics authorised by SANITAS. It is covered when there is a medical pathology (oncology patients, diabetes, obesity problems with BMI>30 or severe eating disorder).

4.5. Dentistry

This only includes consultations, extractions of dental pieces (single piece, wisdom teeth, included pieces and root remains), stomatological cures derived from these and cleaning of the mouth, carried out in the consultation room and prescribed by a dentist contracted with SANITAS.

Excluded are treatments, fillings and fillings, dental prostheses, orthodontics, periodontics and implants, as well as other dental treatments other than those listed above as included.

4.6. Podiatry (exclusively Chiropody)

Only chiropody is covered, understood as the treatment for the elimination of calluses and alterations in the toenails carried out by a chiropodist.

Limited to a maximum of 12 treatment sessions per Insured and per insurance year.

4.7. Psychology

This includes individual psychological care prescribed by Psychiatrists, Family Health Consultants, Paediatricians or Medical Oncologists and whose purpose is the treatment of pathologies susceptible to psychological intervention.

It also includes a simple psychological diagnosis. Psychometric tests **shall be at the Insured's expense.**

It includes up to a maximum of 4 consultations per month and with a limit of 15 sessions per insured person and insurance annuity.

Psychoanalysis, psychoanalytic therapy, hypnosis, narcolepsy treatment and psychosocial rehabilitation or neuropsychiatry services are excluded.

4.8. Home respiratory therapies

It comprises exclusively the following treatments:

- a) Oxygen therapy: liquid, concentrator and gaseous.

Liquid oxygen therapy must be prescribed to be administered for at least 15 hours per day. SANITAS will only pay for one type of oxygen therapy treatment.

Excludes portable oxygen concentrator.

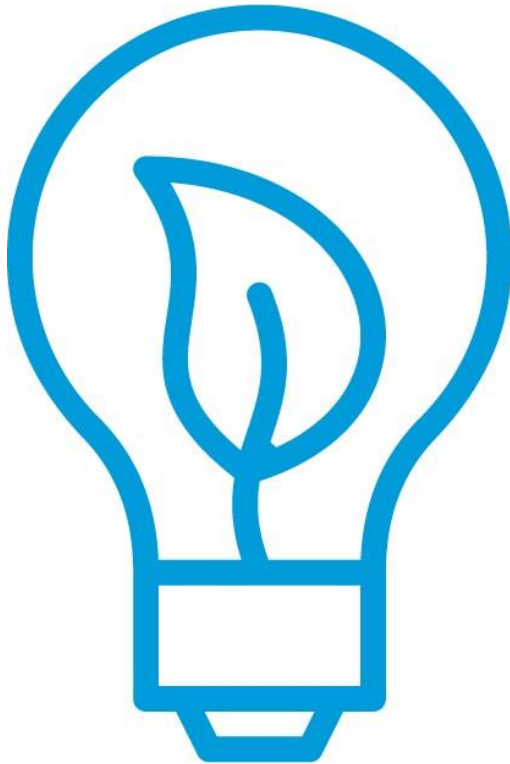
- b) Generation of positive airway pressure with CPAP for the treatment of Sleep Apnoea-Hypopnoea Syndrome. **AutoCPAP is excluded for this treatment.**

- c) Partial ventilation therapy with BIPAP and Aerosol Therapy.

4.9. Pain Treatment

Only consultations are covered.

ADDITIONAL POLICY COVERAGES



Digital coverage

HEALTH PROGRAMMES

1. OBJECT OF COVER

To provide the Insured with information, guidance and professional and personalised attention, exclusively by means of remote communication techniques (by telephone, chat and video-consultation).

2. SCOPE OF COVERAGE

- This cover corresponds exclusively to the Insured and is personal and non-transferable.
- The video-consultation service will be provided in those cases in which SANITAS establishes it and always by appointment.
- The services covered are provided by Sanitas Emisión S.L., a company of the Sanitas Group.
- If the Insured is under the age of 18 years, the dialogue shall be carried out with the legal representative of the minor.

3. PROCEDURE

- The Insured may request this service through My Sanitas at www.sanitas.es or through the mobile App to establish contact via chat, video-consultation appointment or by calling 91 752 29 04 during the established opening hours.
- Recommendations will be offered for each digital programme, as well as the resolution of doubts by the advisor and personalised follow-up of each Insured.
- The objectives and action plans with each Insured will be individualised and agreed jointly with the Insured.
- The frequency and type of follow-up contacts for each programme (by telephone, chat and video-consultation) will be scheduled with the Insured.
- The Insured may also make an appointment with their health advisor whenever necessary for a consultation by telephone, chat or video-consultation within the established opening hours.

- The services covered shall be provided provided provided that this cover and the policy of which it forms part are in force and the premium is up to date.

4. DURATION

This complementary cover shall come into force on the date expressly indicated in the particular conditions of the policy and its termination shall coincide with the expiry date of the policy, and shall be extended for successive annuities under the same terms and conditions established for the main guarantee in the general conditions of this policy.

5. EXCLUDED RISKS

Without prejudice to the exclusions set out in these general conditions of the policy, the following exclusions shall be specifically applicable to this cover:

- **Consultations or care requiring the physical presence of the doctor.**
- **Diagnosis of diseases or prescription of diagnostic tests or medical treatment**
- **Attention to any congenital or acquired pathology that in the opinion of the specialist is an impediment to the implementation of the plan.**
- **Coverage excluded in the general and particular conditions of the policy**

The available programmes are listed below:

Personal Trainer

1. OBJECT OF COVER

To provide the Insured with information, guidance and professional and personalised attention in the field of physical activity with the aim of improving their physical condition.

Service offered by specialised physiotherapists and personal trainers specifically designated by SANITAS in each case, who work with specific medical protocols and care plans according to the profile and health situation of the Insured.

This programme allows a more visual tracking of goals and progress achieved through the My Sanitas App.

2. OPENING HOURS

The opening hours are Monday to Friday from 10am to 10pm, except national and local holidays in Madrid.

Nutrition

1. OBJECT OF COVERAGE

To provide the Insured with information, guidance and professional and personalised attention in the field of nutrition in order to support them in achieving healthy eating habits.

Service offered by qualified specialists in nutrition and dietetics who work with medical protocols and specific care plans according to the profile and health situation of the Insured.

This programme allows for a more visual tracking of goals and progress achieved through the My Sanitas App.

2. OPENING HOURS

The opening hours are Monday to Friday from 10am to 10pm, except national and local holidays in Madrid.

3. SPECIFIC SPECIFIC RISKS EXCLUDED

Notwithstanding the exclusions detailed above, the following exclusions shall specifically apply to this cover:

- **Care for the following disorders: underweight (Body Mass Index less than 17), eating disorders (anorexia, bulimia, etc.) or any serious medical/pluripathological condition that the health professional considers should be followed up in face-to-face consultations.**
- **The monitoring of morbid obesity (Body Mass Index) over 40 or over 35 with associated comorbidities (DBT, HTN, heart disease, OSA...) is excluded because it must be carried out according to the protocol established by the company, once it is confirmed that the Insured meets the requirements established by SANITAS.**

Psychology

1. OBJECT OF COVER

To provide the Insured with information, guidance and professional and personalised attention in the field of psychology, in order to support the achievement of psychological wellbeing.

Service offered by psychologists who work with medical protocols and specific care plans according to the profile and health situation of the client.

2. OPENING HOURS

The opening hours are Monday to Friday from 10am to 10pm, except national and local holidays in Madrid.

3. SPECIFIC SPECIFIC RISKS EXCLUDED

Notwithstanding the exclusions detailed above, the following exclusions shall specifically apply to this cover:

- **Care for the following disorders: psychotic disorders, major depression, eating disorders (anorexia,**

bulimia, etc) personality disorders (schizoid, avoidant, dependent, histrionic, borderline, etc); dementia and cognitive deterioration; morbid obesity (this follow-up should be carried out according to the protocol established by the company, once it is confirmed that the Insured meets the requirements established by SANITAS.

Pregnancy

1. OBJECT OF COVER

To provide the Insured with information, guidance and professional and personalised attention in relation to pregnancy, postpartum and the first months of the baby's life with the aim of helping the Insured to enjoy a healthy pregnancy and postpartum period, as well as providing advice for the baby's first care.

Service offered by midwives and nurses specialised in maternity specifically designated by SANITAS in each case, who work with medical protocols and specific care plans according to the profile and health situation of the Insured.

This programme allows a more visual tracking of goals and progress achieved through the My Sanitas App.

2. OPENING HOURS

The opening hours are Monday to Friday from 9am to 10pm, except national and local holidays in Madrid.

Child Health

1. OBJECT OF COVER

To provide the Insured with information, guidance and professional and personalised attention in relation to the health and development of children up to the age of 14 with the aim of completing the information

provided by the paediatrician in face-to-face consultations as well as to solve doubts.

Service offered by paediatric nurses specifically designated by SANITAS in each case, who work with specific medical protocols and care plans according to the profile and health situation of the Insured.

This programme allows for a more visual tracking of goals and progress achieved through the My Sanitas App.

2. OPENING HOURS

The opening hours are Monday to Friday from 9am to 10pm, except national and local holidays in Madrid.

Pelvic floor care

1. OBJECT OF COVER

To provide the Insured with information, guidance and professional and personalised attention in relation to the care and rehabilitation of the pelvic floor with the aim of helping the Insured to prevent or improve pelvic floor problems.

Service offered by physiotherapists specifically designated by SANITAS in each case, who work with specific medical protocols and care plans according to the profile and health situation of the Insured.

2. OPENING HOURS

The opening hours are Monday to Friday from 10am to 10pm, except national and local holidays in Madrid.

Smoking cessation

1. OBJECT OF COVER

Providing the Insured with information, guidance and professional care and

personalised smoking cessation treatment with the aim of helping the Insured to give up or reduce their smoking habit.

Service offered by nurses and psychologists specialised in smoking cessation specifically designated by SANITAS in each case, who work with medical protocols and specific care plans depending on the profile and health situation of the Insured.

2. OPENING HOURS

The opening hours are Monday to Friday from 9am to 10pm, except national and local holidays in Madrid.

Monitoring of chronic diseases

1. OBJECT OF COVER

To provide the Insured with information, guidance and professional and personalised attention in the field of chronic illnesses, with the aim of helping the Insured in their efforts to take care of their illness and improve their quality of life.

Service offered by nurses and doctors specialised in chronic pathologies, specifically designated by SANITAS in each case, who work with medical protocols and specific care plans according to the profile and health situation of the Insured.

2. OPENING HOURS

The opening hours are Monday to Friday from 9am to 10pm, except national and local holidays in Madrid.

Home analysis

1. PURPOSE OF THE COVER

Reimbursement of the home analysis service and the travel of the staff of the

laboratory to the home or place where the Insured is located for the extraction of the sample to be analysed. The analysis of blood and urine prescribed by a doctor shall be covered, except for those determinations aimed at the study of the genetic map and those indicated below and which appear in Clause III of these general conditions: all diagnostic, surgical or therapeutic procedures whose **clinical safety and efficacy** are not duly scientifically contrasted or which are of **new appearance, subsequent to the signing of the present policy; procedures which are not universalised, nor consolidated in habitual clinical practice**, those which have been **manifestly surpassed** by others available and those procedures of an **experimental nature** or which **have not sufficiently proven their effective contribution** to the prevention, treatment or cure of illnesses. For the purposes of this policy, a diagnostic, surgical or therapeutic procedure is considered to be safe and effective when it is approved by the European Medicines Agency and/or the Spanish Medicines and Health Products Agency. Likewise, a procedure is considered to be universalised and consolidated when it is carried out in routine clinical practice in at least nine Spanish Autonomous Communities in a generalised manner in their public hospitals, not only in Reference Hospitals.

Scope of coverage:

- The Insured may choose any laboratory legally authorised to carry out the analysis:
 - If the laboratory has an agreement for the provision of the "Home Analysis" service, the Insured will not have to pay any amount for the provision of the service.
 - If the laboratory is not contracted to provide the Home Analysis service, the Insured will pay the corresponding amount for the provision of the service and will be able to

claim reimbursement of travel expenses incurred by laboratory staff from SANITAS.

- The percentage to be reimbursed for each guarantee shall be that specifically indicated in the particular conditions of the policy.
- In order to request reimbursement, the Insured must provide proof of payment showing the amount corresponding to the analytical determinations and the travel of the laboratory personnel to the place agreed with the Insured, as well as any other documentation that SANITAS considers necessary to prove the appropriateness of the reimbursement under the insured coverage.
- This cover shall come into force once it has taken effect on the date expressly indicated in the corresponding particular conditions and provided that the policy is up to date with payment.
- The service will be provided exclusively to the Insured Party registered in the policy. Personal and non-transferable cover.
- **Two services are allowed per Insured and per annuity.**
- The territorial scope of cover is the Spanish State. Therefore, the location of the laboratory and of the Insured must be within this territory.

Procedure:

- **In order to request the service, the Insured must have a medical prescription for an analysis.**
- **If the laboratory is not contracted for the provision of the Home Analysis service, the Insured shall pay the amount corresponding to the cost of the travel service for the extraction of the sample.**
- **The Insured shall request that the invoice details the amount paid to the laboratory for the analytical determinations and for the**

If necessary, as these amounts are those covered by this complementary home analysis cover. You will request reimbursement from SANITAS of the percentage established in the particular conditions of your policy, and up to the limit of the sum insured already indicated therein.

Pharmacy with dispatch of medicines

This includes the reimbursement of the cost of medicines whose marketing is authorised by the competent public body in the matter and provided that they are necessary for the treatment of pathologies suffered by the Insured and which are covered by this policy. The reimbursement of this amount shall be made in the percentage established in the Particular Conditions and up to the limit of the capital sum per Insured and per annuity also indicated therein, once the Insured has provided the invoice accrediting payment for the medicine and the prescription document from a doctor.

1.1. THIRD PARTY MEDICINE DELIVERY SERVICE

This complementary cover for pharmacy also includes cover for the cost of sending prescribed medicines to the place where the Insured is located, under the terms established in this section.

To make use of this service, the Insured must request it by calling 91 353 63 48 or may request it in the customer reserved area called "MY SANITAS" which can be accessed through the website www.sanitas.es and send the medical prescription previously sent to him/her by the doctor by electronic means. Once the service has been requested and within a maximum period of 3 hours, a service of

The courier shall go to the Insured's home or place of residence within Spanish territory, including the islands, Ceuta and Melilla. SANITAS nor the company to which the provision of this service has been contracted shall not be liable if the medicine is not dispensed at the pharmacy because the identification of the Insured is required depending on the type of medicine in question, or if the prescription presented is not considered valid for any reason whatsoever. Only those medicines that have been prescribed by a doctor for the treatment of a pathology suffered by the Insured and which are covered by the policy are covered hereunder. Therefore, other medicines or products in general marketed in pharmacies which do not meet the aforementioned requirements and in general those which do not require a doctor's prescription for their dispensation are not covered.

The medicine delivery service provided by third parties may be requested up to a maximum of **6 times per annuity and per Insured**, irrespective of the number of Insured parties included in the policy.

The Insured shall pay the cost of the medicine at the time of delivery, and may subsequently request reimbursement from SANITAS under the terms described above and in the other applicable stipulations of the policy.

SANITAS accepts no liability for the condition of the medicines. Nor does it guarantee the effectiveness of the service in the event that it is not possible to provide it for any reason or if it is carried out in a different manner to that foreseen. The company contracted by SANITAS to provide the service is not responsible for any delays in delivery or defects in the condition of the medication that are not directly attributable to the company contracted by SANITAS to provide the service.

Shipping of medicines

SANITAS shall be responsible for collecting the medicines and sending them to the place where the Insured is located up to a **maximum of 6 times per Insured during the annual period of the insurance policy**. The Insured may request this service in the area reserved for the client called "MY SANITAS" which can be accessed through the website www.sanitas.es and send the medical prescription previously sent to him/her by the SANITAS doctor by electronic means.

You may also request this service by calling 91 353 63 48, in which case the supplier appointed by SANITAS to provide this service will collect the original prescription from the Insured's home. The medicine will be delivered within 3 hours from the time of the request at the place where the Insured is located within Spanish territory. The medicine must be authorised for sale in Spain and the Insured must pay the corresponding amount at the time of delivery.

SANITAS accepts no liability for the condition of the medicines. Nor does it guarantee the effectiveness of the service in the event that it is not possible to provide it for any reason or if it is carried out in a different manner to that foreseen. The company contracted by SANITAS to provide the service is not responsible for any delays in delivery or defects in the condition of the medication that are not directly attributable to the company contracted by SANITAS to provide the service.

Clause III: Excluded Coverages

Excluded from all coverages of this policy, without prejudice to any other exclusion duly highlighted in the conditions of this policy, are the health care services derived from the risks indicated below:

A. All kinds of illnesses, injuries, ailments, constitutional or congenital defects, deformities, pre-existing medical condition or situation at the date of registration of each Insured person in the policy and/or those that are a consequence of accidents or illnesses and their sequelae that are of origin prior to the date of inclusion of each Insured person in the policy.

The Policyholder, on his own behalf and on behalf of the insured persons, must declare in the health questionnaire included in the insurance application, any type of injury, congenital pathology, illnesses, diagnostic tests, treatments and the symptomatology that could be considered as the beginning of any pathology. In the event of concealment, any insured coverage that is directly or indirectly related to the declaration not made will be excluded. SANITAS will evaluate the information provided by the Policyholder and on the basis of the same may accept or reject the contracting of the insurance policy or accept it excluding certain insured coverage.

B. Any type of health care provided on an inpatient or day-care basis as defined in the glossary, as well as any surgical intervention performed on any type of care basis.

C. Any health care service, diagnostic test or therapeutic method prescribed or performed by medical specialties or units

nuclear medicine, radiotherapy, interventional radiology or haemodynamics.

D. All high-tech diagnostic tests including the following, regardless of the area of the body to which they refer, the technique used, or the medical speciality for which they are prescribed or performed: genetic type tests or diagnostic tests, amniocentesis, non-coronary vascular CT angiography, graphic angiocardioradiography, angioplastia, echocardiography, endoscopy, endoscopy, ergometry, acidity study, fibrocolonoscopy, laparoscopy, manometry, mielografía, immunohistochemistry, panendoscopy, phmetry, aspiration puncture, magnetic resonance imaging, rectoscopy, tilt table test, computed axial tomography, biopsy sampling, BAG sampling, brain tomography.

E. All high-tech therapeutic methods including the following, regardless of the area of the body to which they refer, the technique used or the medical speciality for which they are prescribed or performed: atrial foramen ablation, chemotherapy administration, angioplasty, cardioversion, cardiac catheterisation, dilatation of stenosis, urethral dilatations, embolisations, electrophysiological study, fibrinolysis, haemodialysis, heparinisation, lithotripsy, bone marrow transplantation, valvuloplasty.

F. Any other test or therapeutic method other than those mentioned above that is not considered as basic.

G. Health care related to illnesses, accidents, injuries, malformations or defects:

- Produced as a result of civil wars, international wars, acts of terrorism in any form (chemical, biological, nuclear, etc.), revolutions and military manoeuvres, even in peacetime, and officially declared epidemics.
- Directly or indirectly related to nuclear radiation or radioactive contamination, as well as those arising from natural phenomena such as earthquakes, floods, volcanic eruptions and other seismic or meteorological phenomena.
- Those arising from accidents at work and occupational accidents.
- Any benefit related to traffic accidents, whether they have occurred in Spain or abroad, is excluded from the insured coverage, except for the necessary emergency assistance or unless the traffic accident complement has been contracted.
- Those produced when the Insured is practising, as an amateur, high-risk sports, such as aerial activities, speed trials with motor vehicles, scuba diving, off-piste skiing or with trampoline jumps, bobsleigh, climbing, boxing, wrestling in any of its modalities, bullfighting and running of the bulls, martial arts, rugby, quad biking, caving, sailing or white water activities, rafting, bungee jumping, hydrospeed, canyoning, parachuting, paragliding, aerostation, free flight, gliding, hunting, horse riding, or any other similar risk activity, as well as those derived from sporting competitions, including training.

H. Health care provided in centres or services of the Social Security or integrated in the National System of Health Care.

Health. Cross-border healthcare is also excluded.

I. Hospitalisation for social problems.

J. Medical and/or hospital care provided to the Insured by persons who are related to the Policyholder or to the Insured by marriage or kinship up to and including the fourth degree of consanguinity or affinity.

K. Health care derived from chronic alcoholism, drug addiction, intoxication due to the abuse of alcohol, psi co-drugs, narcotics or hallucinogens, attempted suicide and self-harm, from illnesses or accidents suffered due to the malice or gross negligence of the Insured, from infection by the Human Immunodeficiency Virus, AIDS and illnesses related to this.

L. All those means, procedures or diagnostic, surgical or therapeutic techniques that appear after the date of contracting the policy unless SANITAS, in compliance with the provisions of Article 126.2 of Royal Decree 1060/2015 of 20 November on the supervision and solvency of insurers and reinsurers, has notified the Policyholder in writing of their inclusion in the insured coverage, under the terms and within the limits established in said notification.

Likewise excluded are any therapeutic method, surgical technique or diagnostic test carried out as part of a clinical trial or which, due to their lack of safety or efficacy, are not used in normal clinical practice, considering as such those that have not been approved by the European Medicines Agency and/or the Spanish Agency for Medicines and Medicinal Products.

Health Care Technology Assessment Agencies, as well as by the Health Technology Assessment Agencies dependent on the health services of the Autonomous Regions or the Ministry of Health.

Also excluded from coverage are all those therapeutic methods, surgical techniques or diagnostic tests that have been clearly surpassed by others available.

M. Any type of service related to:

- Pathologies or treatments not covered, as well as complications arising from these.
- Diagnosis and treatment, including surgery, aimed at solving sterility or infertility in both sexes, except for the tests detailed in the corresponding section of gynaecology and urology (in vitro fertilisation, artificial insemination, etc.), or impotence and erectile dysfunction, including sex change surgery.
- Voluntary termination of pregnancy.
- Any assistance resulting from organ donation by the Insured.
- Any care intervention on the unborn child.
- Any care technique using robotic surgical equipment.
- Determinations of the genetic map, the purpose of which is to determine the predisposition of the Insured or of their present or future ancestry or descendants to suffer from all diseases related to genetic alterations. Also expressly excluded are the following maps

liquid biopsy tumour genetics and pharmacogenetics.

- Any type of prostheses, osteosynthesis, orthopaedic and implantable material (internal or external) as well as any health care related to their fitting, revision or removal on/by the patient.
- Interventions, infiltrations and treatments, as well as any other intervention of a purely aesthetic or cosmetic nature. Also expressly excluded is the treatment of any type of pathologies or complications that may appear at a later date and which are directly and/or principally caused by the Insured having undergone an intervention, infiltration or treatment of a purely aesthetic or cosmetic nature.
- Platelet-rich plasma or growth factor treatments.
- Hyaluronic acid, whether marketed as a medicinal product or as a medical device.
- Educational therapy and speech and language education in processes without organic pathology of the vocal apparatus and special education for the mentally ill.
- General preventive medical check-ups, except for the coverages mentioned in these General Conditions.
- Alternative medicine, naturopathy, homeopathy, acupuncture, mesotherapy, hidroterapia, priesoterapia, ozone therapy, chiropractic, etc. Also excluded is any care provided in medical centres or clinics of integrative medicine and/or which combine medical care with

non-conventional therapies recognised as pseudotherapies by the Ministry of Health and the Spanish Medical Association.

- Services or techniques consisting of mere leisure, rest, comfort or sporting activities, as well as spa treatments and rest cures.
- Orthotics, orthopaedic products, anatomical products, glasses, contact lenses, hearing aids and more.
- Hyperbaric chamber treatments.
- Radiofrequency treatment at musculoskeletal level, except for vertebral joints.

N. All assistive techniques or therapeutic procedures using laser except:

- Ophthalmic photocoagulation.
- Peripheral vascular treatments with pathology (non-aesthetic).
- In musculoskeletal physiotherapy.

Ñ. Expenses for travel and displacement except for those contemplated in the section on ambulances in these General Conditions or in the complementary guarantees for Evacuation and Repatriation when these have been purchased.

O. The administration and cost of medicines irrespective of the care regime.

Clause V: Manner of supply of services

1. Through the medical insurance scheme

The care shall be provided in accordance with the applicable health regulations by professionals with sufficient qualifications for each specific service belonging to the list of contracted doctors corresponding to this insurance product. When in the town where the Insured is located there is none of the services covered by this policy, they shall be provided in the province where they can be provided, at the choice of the Insured.

When receiving the appropriate services, the Insured must show the SANITAS card. Likewise, the Insured shall be obliged to show their National Identity Document if required to do so. Each time that the Insured receives a service covered by the policy, the Insured shall pay the amount stated in the Particular Conditions as a share of the cost of such service.

SANITAS is obliged to provide insurance coverage under the terms established in the policy and is not bound by the decisions that may be taken by professionals belonging or not to its medical staff and which are not the object of said insured coverage.

Assistance can be carried out in different ways, depending on the service to be provided:

1.1 Free access.

The Insured may freely go to the consultations of specialists, family medicine and paediatrics doctors, as well as to the emergency centres that form part of the medical directory contracted with SANITAS for this product. **Consult the guide to Doctors and Services for those specialists for whom a prescription/authorisation is required.**

1.2 Prior prescription for the performance of the service.

Simple diagnostic tests, simple therapeutic methods and certain health care services require a written prescription from a SANITAS contracted doctor for their performance.

In particular, psychology consultations must be prescribed by a psychiatrist, family doctor, oncologist or paediatrician.

1.3 Prescription and prior authorisation for the performance of the service.

In general, the prior express authorisation of SANITAS shall be necessary after the written prescription of the doctors of the Company for certain therapeutic methods, diagnostic tests and other health care services provided that this is indicated in the conditions of the policy and taking into consideration that only those that are considered as simple are covered, in accordance with the definition of the same already made in the section called glossary of terms. The authorisation form shall be invalid if at the time the service is carried out, the Insured does not comply with all the requirements established in the Conditions of their insurance policy in order to have full insurance cover in relation to the service that is the object of said authorisation (For example, not being up to date in the payment of the premium, pre-existing illness not declared, if the policy is not in force at the time the service is provided, etc.).

1.4 Prior authorisation for the performance of the service by expressly accredited professionals.

Those services that are performed laparoscopically or arthroscopically, as well as with radiofrequency and laser techniques, must be performed by professionals specifically contracted and accredited by SANITAS to carry out these specific techniques.

1.5 Services at the Insured's Home.

SANITAS undertakes to provide home services in those towns in which SANITAS has arranged the provision of

said service. **Any change of address of the Insured must be notified in a reliable manner** at least eight days prior to the request for any service.

The services provided at the home of the Insured are those related to the specialities of Family Medicine, Paediatrics, Emergencies, Nursing, Special Home Care, Ambulance and Respiratory Therapies. All of them require a doctor's prescription except for Family Medicine and Paediatrics. SANITAS reserves the right not to provide this service when it does not consider it medically necessary.

In particular, respiratory therapy treatments must be prescribed by a specialist doctor contracted with SANITAS. For all treatments the Insured must renew the prescription and the authorisation of the service by SANITAS with a variable frequency depending on the type of device and the sessions authorised in each case, except for the cpap of patients already classified as chronic whose authorisation is indefinite and does not require renewal except for some exceptional situations (change of province of residence, change of policy).

1.6 Assistance in the event of temporary displacement to Cantabria and Navarre.

In the event of temporary displacement of the Insured to the aforementioned Autonomous Communities, the service covered shall be provided through the medical teams of the Entities expressly contracted with SANITAS for this purpose. The Insured Party must present his/her SANITAS card at the Office of the contracted Entities accepting the administrative formalities of said Entities.

1.7 Emergencies.

In accordance with the provisions of Article 103 of the Insurance Contract Law, SANITAS assumes the necessary **emergency** assistance in accordance with the provisions of the Policy Conditions, which in all cases will be provided through the agreed means.

by SANITAS specifically indicated in the Physician and Service Guidelines for this product.

1.8 Assistance in facilities not contracted with SANITAS. Sanitas will only assume the coverage of assistance provided to the Insured in centres not contracted with SANITAS, provided that it is a vital emergency of one of the medical benefits covered by this policy.

2. Remote medical consultations

The Insured may have access to certain doctors and specialities on the list of contracted doctors in order to receive personalised medical care through video-consultation and telephone consultation services, hereinafter referred to as "Remote medical consultations".

In addition, the Insured will be able to access a 24-hour emergency service via video-consultation.

2.1. Description:

- The service will be provided by medical specialists selected by SANITAS from the SANITAS Medical Directory.
- SANITAS will inform at any given time at www.sanitas.es of the specialities and professionals that can be accessed through remote medical consultations.
- These services shall always be provided by appointment and shall be subject to the doctor's opening hours, which may be consulted by the Insured at My Sanitas. As an exception to the aforementioned, those emergency services that can be provided through the video-consultation service will not require a prior appointment. For those emergencies which, due to their nature, cannot be attended to through the aforementioned services, the Insured Party has at his/her disposal the following services

Emergency services from the SANITAS medical directory.

- Service accompanied by online messaging functionality during remote medical consultations and afterwards if the doctor deems it appropriate.
- During remote medical consultations, medical documentation can be exchanged and archived in the My Sanitas Health Folder at www.sanitas.es.
- SANITAS has adopted the technical means legally required to guarantee the due confidentiality of the information exchanged through this modality.
- In order to guarantee this confidentiality, it is forbidden to record or fix on any medium the capture of images and sound of remote medical consultations. It is also forbidden to copy, reproduce, distribute, disseminate, make available to third parties or in any other way publicly communicate, transform or modify, totally or partially and by any means, electronic or otherwise, the image or sound obtained or produced during these consultations without the express written consent of the doctor involved or of Sanitas S.A. de Hospitales. Notwithstanding the above, the doctor may keep a copy of the remote medical consultation for the purpose of keeping it with the clinical documentation.
- The service shall be provided exclusively to those Insured parties who are expressly registered as such in the policy. With the sole exception of the 24-hour remote medical consultation in Accident and Emergency, each Insured must request an appointment to receive the service. The remote medical consultation must be individual for each Insured.
- If the Insured is under 18 years of age, the remote medical consultation will only be provided by

The child's legal representative shall authorise the child's legal representative to do so

- The Insured must have and shall be responsible for all the technical means (hardware and software) and remote communication means necessary to guarantee the correct development of the remote medical consultation. SANITAS shall not be liable for any damage that may be caused by the failure of the electronic devices, the connection or the lack of these means on the part of the Insured.
- This type of consultation only constitutes an aid to decision-making by the doctor, it does not replace the face-to-face medical consultation and does not allow for the diagnosis of illnesses or the prescription of diagnostic tests or medical treatments in all cases that require, according to the doctor's criteria, the presence of the Insured in the consultation room for personal and direct assessment, including the physical examination of the Insured by the specialist. The results of the face-to-face consultation shall in all cases prevail over any assessments and criteria made in the remote medical consultation.
- Consultations carried out through remote medical consultations by professionals who have not been expressly authorised by SANITAS to attend to the Insured by remote medical consultations are not covered, regardless of whether or not they belong to the medical staff arranged by SANITAS for this product.

2.2. Procedure:

- With the sole exception of the 24-hour remote medical consultation in Emergencies, the Insured will request an appointment for this service through My Sanitas at www.sanitas.es or through the mobile App.
- On the date and time of the appointment, the Insured must log on to My Sanitas in order to

establish contact with the doctor and initiate the remote medical consultation following the other instructions provided by SANITAS at any given time.

Clause VI: Other aspects of insurance

1. Basis and forfeiture of contract rights

1.1. This contract has been concluded on the basis of the **declarations made by the Policyholder and the Insured in the health questionnaire contained in the Insurance Application, where questions are asked about their state of health, profession, sports practices of the Insured and in general those life habits that may have relevance for a correct evaluation of the risk that is the object of insurance by this policy. It is essential that the Policyholder/Insured provides truthful and complete information on the questions raised as these constitute** the basis for the acceptance of the risk of this contract, of which the aforementioned Insurance Application forms an integral part.

1.2. The Policyholder has the duty, prior to the conclusion of the contract, to declare to SANITAS, in accordance with the questionnaire submitted by the latter, all the circumstances known to him/her that may influence the assessment of the risk. He shall be exempted from this duty if SANITAS does not submit a questionnaire to him or when, even if it is submitted, it concerns circumstances that may influence the assessment of the risk and which are not included in the questionnaire.

SANITAS may cancel the contract by means of a declaration addressed to the Policyholder within one month of becoming aware of the Policyholder's reservation or inaccuracy. Unless there is fraud or gross negligence on his part, SANITAS shall be liable for the premiums for the current period at the time he makes this declaration.

If the claim occurs before SANITAS makes the declaration referred to in the previous paragraph, the benefit of the claim will be reduced proportionally to the difference between the agreed premium and the premium that the claimant paid.

would have been applied had the true nature of the risk been known. If there was fraud or gross negligence on the part of the Policyholder, SANITAS shall be released from the payment of the benefit (Art. 10 of the Insurance Contract Law).

1.3. Without prejudice to the foregoing, the Insured also loses the right to the guaranteed benefit if the loss occurs before the premium (or, if applicable, the single premium) has been paid, unless otherwise agreed (Art. 15 of the Insurance Contract Act).

1.4. The Policyholder may cancel the contract when the medical list is changed, provided that it affects 50% of the specialists on the national medical list of SANITAS, who shall have at the disposal of the Insured at all times in its offices the complete and updated list of said specialists for consultation.

1.5. In the event of inaccurate indication of the Insured's date of birth, SANITAS may only challenge the contract if the true age of the Insured at the time the contract comes into force exceeds the admission limits established by the contract.

1.6. Distance contracting of the Insurance: In accordance with article 10 of Law 22/2007 of 11 July 2007 on Distance Marketing of Financial Services, the Policyholder shall have a period of fourteen calendar days to withdraw from the distance contract, without stating the reasons and without penalty.

The period for exercising the right of withdrawal shall begin to run from the day on which the Insurance Contract is concluded. However, if the Policyholder has not received the Policy Conditions and the information note prior to taking out the Insurance Policy, the period for exercising the right of withdrawal shall begin to run on the day on which the aforementioned information is received.

2. Maximum hiring age

The maximum age for taking out the policy is 75 years. Only those who at the date of inclusion are under the age of 75 may be included in the policy as Insured parties.

75 years of age, unless otherwise agreed and without prejudice to the maximum ages that may be set for the different additional or complementary covers of this Policy.

3. Duration of insurance

3.1 The date of termination of the Insurance Contract shall be that established in its Particular Conditions and, on its expiry, in accordance with Article 22 of the Insurance Contract Act, it shall be tacitly extended for periods of one year. However, either of the parties may oppose the extension by means of written notification to the other party, made no less than two months prior to the date of conclusion of the current period, if it is SANITAS who gives said notification, and one month if it is the Policyholder who gives said notification.

3.2. In the event that the Insurance policy is terminated unilaterally by SANITAS, it may not suspend the provision of the guarantee when the Insured is undergoing hospital treatment until hospital discharge, unless the Insured renounces to continue the treatment **or unless the termination of the policy is due to fraud or gross negligence on the part of the Insured.**

In the event that the Insurance policy is terminated by the Insured, the cover shall cease in all cases on the expiry date established in the Particular Conditions of the policy, without the provisions of the previous paragraph being applicable. Therefore, if the Insured is receiving any type of insured benefit at the time of the expiry of the policy, the insured coverage of SANITAS shall cease on the aforementioned expiry date without being obliged to assume any cost from that date onwards,

even if it is derived from a loss occurring during the term of the Insurance.

3.3. In respect of each Insured, the Insurance shall lapse:

a) By death.

b) For transfer of residence abroad or for not residing a minimum of six (6) months a year in national territory. The premium shall correspond to SANITAS until the date on which the Insured Party notifies and accredits this circumstance.

c) For any action by the Insured with regard to care or administrative staff that may violate the right to honour and personal dignity or may constitute a crime.

3.4. Persons under 14 years of age may only be included in the insurance policy if the person or persons who hold their parental authority or guardianship are also insured, unless otherwise agreed.

4. Insurance premiums

4.1. The Policyholder is obliged to pay the premium upon acceptance of the contract. The cover contracted shall not take effect until the Contract has been signed and the first premium paid.

4.2. The first premium shall become due upon signature of the contract. Subsequent premiums shall become due on their respective due dates.

4.3. The Policyholder may request the payment of the annual premiums in six-monthly, quarterly or monthly instalments.

In these cases, the corresponding surcharge shall be applied. The splitting of the premium does not exempt the Policyholder from his obligation to pay the full annual premium.

4.4. If, due to the fault of the Policyholder, the first premium has not been paid, SANITAS has the right to terminate the contract or to demand payment through enforcement proceedings based on the Policy, and if it has not been paid before the claim occurs, SANITAS shall be released from its obligation, unless otherwise agreed and duly reflected in the Particular Conditions of the Policy.

In case of non-payment of the second or successive premiums, or their instalments, SANITAS coverage is suspended one month after the due date.

If SANITAS does not claim payment within six months of such due date, the contract shall be deemed to be terminated.

If the contract is not terminated or extinguished in accordance with the above conditions, the cover takes effect again twenty-four hours after the day on which the Policyholder becomes up to date with the payment of the premium or fractions thereof, as the case may be, due.

The Policyholder shall lose the right to the agreed premium instalment in the event of non-payment of any receipt, and the total premium agreed for the remaining insurance period shall be due from that moment.

In the case of fractioned premiums, if a claim occurs, SANITAS may deduct from the amounts to be paid or reimburse the Policyholder or the Insured, the fractions of the Insurance premium of the current annuity that have not yet been collected by SANITAS.

4.5. In the event that the parties stipulate the application of co-payments to certain benefits insured by this policy, the amounts corresponding to said co-payments shall be those specifically established in the Particular Conditions of the Policy. Their amount shall be fixed annually by SANITAS. The provisions of this Clause for

in the event of non-payment of the second and subsequent premiums or parts thereof, shall apply in the event of non-payment of the co-payment amount.

4.6. Unless otherwise specified in the Particular Conditions, the place of payment of the premium and co-payments, if applicable, shall be that which appears on the direct debit.

To this end, the Policyholder shall provide SANITAS with the details of the bank account into which the payment of the receipts of this Insurance shall be paid by direct debit and shall authorise the financial institution to pay them.

4.7. SANITAS is only bound by the receipts issued by the Management or its legally authorised representatives.

4.8. At each renewal of the Contract, the Insurer may modify the annual premium and the amount of the Insured's participation in the cost of the services, in accordance with the technical-actuarial calculations made and based on the variation in the cost of health services, the type and frequency of use of the guaranteed benefits and the inclusion of medical technological innovations that were not covered on the initial effective date of the policy.

The premiums to be paid by the Policyholder shall vary according to the age reached by each of the Insured, the geographical area corresponding to the place where the services are provided, applying the rates established by SANITAS on the renewal date of each policy. Said premium update shall be communicated in writing by SANITAS to the Policyholder at least two months prior to the renewal date.

4.9. The Policyholder, having received the communication from SANITAS regarding the variation of the premium for the following year, may choose between accepting the extension of the Insurance Contract for the amount of the premium proposed by the Insurer or the termination of the Contract at the end of the year.

expiry of the current Insurance period, and in the latter case must notify SANITAS in writing, at least one month prior to said expiry date, of their wish to terminate it.

4.10. The payment of the amount of the premium made by the Policyholder to the Insurance Broker shall not be deemed to have been made to SANITAS unless, in return, the Broker gives the Policyholder the premium receipt from the said Insurer.

5. Reporting

The Policyholder and the Insured are obliged to provide SANITAS, in those cases where it is expressly required, with the medical reports and/or estimates of the provider that allow SANITAS to determine whether the required health care service is covered by the policy. SANITAS shall not be obliged to guarantee the requested benefit until the aforementioned reports and estimates have been provided to it in those cases in which the Insured has been expressly requested to do so.

6. Complaints

6.1. Monitoring and complaint bodies

a) The control of SANITAS' activity corresponds to the Spanish State, exercised through the Directorate General of Insurance and Pension Funds of the Ministry of Economic Affairs and Digital Transformation.

b) In the event of any type of claim relating to the Insurance Contract, the Policyholder, Insured, Beneficiary, Injured Third Party or Beneficiaries of any of them, must contact the Insurer for its resolution:

1. To the **SANITAS Claims Department**, by means of a signed letter, providing the ID card or document accrediting the identity of the claimant, to **calle Ribera del Loira Nº 52 (28042 Madrid) or to fax 91 585 24 68 or to the e-mail address reclamaciones@sanitas.es**, who will acknowledge receipt in writing and take a decision.

also by means of a reasoned letter within the maximum legal period of two months from the date of submission of the complaint, provided that it meets the requirements, in accordance with Order ECO/734/2004, of 11 March, on the customer service departments and services of financial institutions and the Regulations for the Defence of the Customer, which are available to them at their branches.

2. Once this internal channel has been exhausted and in the event that they are not satisfied with SANITAS' resolution, they may submit their claim in writing, signed by providing their ID card or document accrediting the identity of the claimant, to **the Claims Service of the Directorate General of Insurance and Pension Funds, on paper or by electronic means with electronic signature, through the website of that body**. To do so, the claimant must prove that the period established for the resolution of the claim by the SANITAS claims department has elapsed, that admission of the claim has been denied or that the claim has been rejected by the department.

3. We inform you that SANITAS is not a member of any consumer arbitration board, without prejudice to the Insured's right to resort to the administrative and judicial instances provided for in the claims procedure contained in the general conditions of your policy.

4. In any case, you may appeal to the competent Courts and Tribunals.

6.2. Actions arising from this Insurance Contract shall be barred within five years (Article 23 of the Insurance Contract Act).

7. Other legal aspects to be taken into account

7.1. Subrogation

Once payment of the guaranteed benefit has been assumed, SANITAS may exercise its rights to

rights and actions which, due to the loss caused, correspond to the Insured against the persons responsible for the same, up to the limit of the compensation paid.

The Insured is obliged to subscribe in favour of SANITAS the necessary documents to facilitate the subrogation.

7.2. Form of acceptance of the Conditions

SANITAS will send an e-mail to the Policyholder to the address provided in the application, which will contain a link that will allow the Policyholder to register on the Web and choose a security identification Key. Communications made by an insurance broker on behalf of the Policyholder shall have the same effect as if they were made by the Policyholder himself, unless otherwise indicated by the latter.

Once the Policyholder has obtained his Identification Code, he/she must access www.sanitas.es, where the General and Particular Conditions of his/her policy will be available, which he/she must accept by means of a code that he/she will receive on the mobile phone whose number he/she provided in the insurance application. To all effects and purposes, the use of the code will be legally equivalent to the signature of the Policyholder. SANITAS may refuse the insured coverage in the event that the Policyholder does not accept the conditions of the Policy.

7.3. Communications

7.3.1. Notifications to SANITAS by the Policyholder, the Insured or Beneficiary shall be **made to the registered office of SANITAS indicated in the Policy.**

7.3.2. All communications from SANITAS to the Policyholder, the Insured or Beneficiary shall be sent to the physical or electronic address or to the telephone number provided by the Policyholder for each of them at the time of applying for the insurance policy as long as they do not communicate a change of address. The Policyholder authorises SANITAS to send any communication by electronic means whenever permitted by law.

7.3.3. The Policyholder authorises SANITAS to use his/her mobile phone number and e-mail address to send him/her notifications, communications and information related to his/her policy, and to request his/her consent for certain medical benefits, whenever permitted by law, by electronic means.

7.3.4. The Policyholder accepts the full validity and effectiveness of any notification sent by SANITAS to his/her address, e-mail or telephone number provided in the insurance application, as long as he/she does not communicate the change thereof.

7.3.5. The Policyholder accepts the above terms on behalf of himself and the insured parties of the policy.

8. Data protection clause

Personal data, including identification and health data (hereinafter "**Personal Data**") of the Applicant, the Policyholder and the Insured (hereinafter "**Stakeholders**"), provided ~~to~~ **through** the insurance application, in addition to those collected and provided during the term of the contract, will be processed. The Personal Data are confidential and adequately protected. The Applicant and/or Policyholder guarantees that all information regarding the Policyholder and Insured(s) provided to SANITAS is true and that no information has been omitted regarding the state of health of each of the Insured(s). The Applicant shall be solely liable for any damage or loss, direct or indirect, that may be caused to Sanitas or any third party as a result of documentation provided to SANITAS with false, inaccurate, incomplete and/or out-of-date information.

The Policyholder is responsible for communicating to all the Insured parties included in the policy the information contained in this clause on the processing of Personal Data so that both the Policyholder and the Insured parties can exercise the rights described in the section "Rights of the Policyholder/Insured parties".

Likewise, the Applicant/Policyholder declares that he/she is acting on behalf of him/herself and the Insured Parties when consenting to the processing described in this clause. Likewise, the Applicant/Policyholder declares that the Insured Parties understand and accept that he/she has provided or provides his/her Personal Data to Sanitas, and that Sanitas provides the Applicant/Policyholder with identifying information on the medical services of the Insured Parties covered by the policy, unless the Policyholder releases Sanitas in writing from its legal duty to inform him/her or is requested to do so by any of the Insured Parties.

In the case of a group policy, Sanitas' client entity (which in some cases may coincide with the figure of the Policyholder) and Sanitas may communicate, from time to time and when strictly necessary, the minimum and essential identification data of the Insured parties, exclusively to verify that they have the characteristics that allow them to benefit from the policy agreed between Sanitas' client entity and Sanitas, and/or to control the claims rate and consequently agree the insurance premium to be applied. Sanitas' client entity is responsible for communicating this circumstance to all Insured Parties. This data processing is necessary for the correct execution and development of the insurance contract.

8.1 Responsible for the processing of your Personal Data

The controller of the Personal Data is SANITAS, SOCIEDAD ANÓNIMA DE SEGUROS, with registered office at C/ Ribera del Loira, 52, 28042, Madrid, Spain (hereinafter, "**Sanitas**"). Data Subjects may contact the Data Protection Officer (hereinafter, "DPO") of the Sanitas Group by e-mail at "dpo@sanitas.es" or at the aforementioned postal address for any queries or needs they may have regarding personal data protection.

8.2 Main purposes and legitimisation of the processing of Personal Data

(a) Formalisation, development and execution of the insurance contract.

The processing of Personal Data is necessary for the conclusion of the contract between the Applicant/Policyholder/Insured and Sanitas, as well as for the maintenance, development and execution of the contractual relationship, consisting, among other things, of managing and providing support in the health care of the Data Subject. Thus, Sanitas shall process the Personal Data of the Data Subject, among other things, to manage the relationship with the latter, manage the policy, etc., and may, in certain cases, make automated decisions based solely on the analysis procedures for such purposes. In these cases, the Data Subject shall have the right to review and challenge the decision, as well as to request human intervention, through the channels referred to in section 8.6 "Policyholder/Insured Rights". Sanitas may process Personal Data, including health data, in order to carry out satisfaction surveys on services received as a result of the contractual relationship as well as the management of co-insurance, where applicable. This purpose is based on the need for processing for the execution of these conditions and for the management of the health and social care systems and services.

(b) Analysis of financial solvency. Sanitas may process the Personal Data identifying the Applicant/Policyholder to consult credit information file systems as a measure to analyse their financial solvency, as well as to prevent and detect possible fraudulent conduct, based on Sanitas' legitimate interest in adopting the necessary measures to identify and manage the aforementioned.

(c) Technical analysis. Sanitas may process Personal Data in order to carry out statistical analyses on the functioning of the technology that supports the services provided, in order to

to be able to make technical, security, etc. improvements. To this end, Sanitas may use the information you generate when using the technological resources we make available to you to improve quality, correct errors, improve usability, etc., based on Sanitas' legitimate interest in improving the quality of the technological resources.

(d) Management of the provision and coverage of the healthcare service that is the object of the insurance contract,

being able for this purpose to request and obtain information from healthcare professionals regarding your health. Sanitas shall process the Personal Data of the Policyholder/Insured for the purpose of managing the provision of the services covered by the contract, consisting, among others, of the appropriate payment to the healthcare providers or the reimbursement to the insured or their beneficiaries of the healthcare expenses. For this purpose, it may share Personal Data, including health data, with the health professionals who provide the health care service, requesting and obtaining from these professionals information regarding your health, in particular to assess the coverage and the appropriate payment or reimbursement of the services provided. Likewise, as part of the management of the provision and coverage of the healthcare service covered by the contract, consisting, among other things, of supporting the Policyholder/Insured in the care of his/her health, Sanitas may draw up profiles based on his/her Personal Data, including health data, in order to send personalised information such as, for example, indications and conditions that help the Policyholder/Insured to take care of his/her health. This purpose is based on the necessity of the processing for the execution of the present conditions and for the management of the health and social care systems and services.

(e) Research for the design of care models covered by the insurance contract.

Sanitas may process the Personal Data, including health data, of the Policyholder/Insured in order to

to draw up profiles that enable Sanitas to design care models in accordance with these profiles for the purpose of preventing the health of the Policyholder/Insured as part of the object of the insurance contract. This purpose is based on the need for processing for the execution of these conditions and for the management of the provision of health care or treatment.

(f) Offering and management of care and prevention programmes covered by the insurance contract.

Sanitas, as part of its support for the health care of the Policyholder/Insured and thanks to the analyses and profiles carried out, will offer the Policyholder/Insured the care and prevention programmes designed in accordance with that described in the previous section. The offer and management of the assistance and prevention programmes shall be carried out taking into account the specific characteristics and needs of the Policyholder/Insured. Therefore, Sanitas will need to process the Personal Data of the latter, including their health data, in order to be able to offer and manage different care models that are specifically adapted to the Policyholder/Insured. This purpose is based on the need for processing for the execution of these conditions and for the management of the provision of health care or treatment.

(g) To manage the provision of the health promotion service covered by the insurance contract.

As part of the health care support provided by Sanitas under the existing contractual relationship, Sanitas needs to process the Personal Data of the Policyholder/Insured in order to manage the design of specific health management plans for each Policyholder/Insured. To this end, Sanitas, as a consequence of the profiling carried out on the basis of the Personal Data of the Policyholder/Insured, manages the elaboration of personalised health plans and proactive follow-up programmes, supports the management of

The data collected will be used for the management of complex cases (such as serious illnesses or prolonged hospitalisation), the management of the provision of care to chronic patients and the management of emergency care. This purpose is based on the necessity of the processing for the execution of the present conditions and for the management of the provision of health care or treatment.

(h) **To manage access to and use of the "My Sanitas" tool made available as a result of the insurance contract.** Sanitas may process the Personal Data of the Policyholder/Insured for the purpose of managing and providing access to and ensuring the correct functioning of "My Sanitas" (insurance management portal), either through the website or the application developed for this purpose. Sanitas, in the context of the use of "My Sanitas", will process the Personal Data in order to, among other things, offer health recommendations, provide the Policyholder/Insured with receipts and reimbursements, manage their appointments, etc. This purpose is based on the necessity of the processing for the execution of the present conditions and for the management of the health and social care systems and services. In addition, Sanitas provides the Policyholder/Insured with a "Health Folder" service (accessible through "MySanitas") so that he/she can request the transfer and filing of Personal Data, including health data, (e.g. medical reports or diagnostic tests) in a tool for the exclusive use of the Policyholder/Insured. However, if the Policyholder/Insured chooses to use this service, separate privacy information will be provided separately.

(i) **To manage the provision of the video consultation service by Sanitas.** Sanitas will process and, where appropriate, transfer your Personal Data to third parties designated by the Policyholder/Insured Party in order to provide the video consultation, chat or other services made available by Sanitas to the extent that

that forms part of the benefits of the Policyholder/Insured's insurance policy. In this way, the Policyholder/Insured may, through the programmes and applications downloaded for this purpose, communicate with the healthcare personnel in a non-presential manner and provide documentation in order to resolve any doubts that may arise for the Policyholder/Insured in the context of the medical care services provided by Sanitas. This purpose is based on the need for processing for the execution of these conditions and for the management of the health and social care systems and services.

Likewise, Sanitas may manage the recording of the video consultations that take place as a result of the use of the "24-hour emergency" service in order to be able to manage possible claims in relation to the service received through the video consultation by the Policyholder/Insured, based on the need for processing for the aforementioned purpose and to satisfy Sanitas' legitimate interest in keeping the documentation that allows the Policyholder/Insured's queries and possible claims to be dealt with. Sanitas may also manage the recording of video consultations that are not carried out within the framework of the "24-hour emergency" service in order to improve the quality of the service provided, provided that it has your consent.

(j) **Actuarial risk management.** Sanitas will need to process the Personal Data of the Policyholder/Insured, including health data, in order to carry out a statistical-actuarial analysis both for the determination of the associated risk and for the pricing of the policies of customers and potential customers either prior to the subscription of the insurance contract or during the term of the same in response to the new circumstances of the Insured or to the change in the actuarial basis. This purpose is lawful as the processing is necessary in order to comply with a legal obligation imposed by the regulations governing the insurance sector.

insurance and reinsurance companies; and for the management of health and social care systems and services.

(k) **To record telephone conversations between the Data Subject and Sanitas in relation to this policy.** Such recording shall be made for use in Sanitas' quality control processes, in order to improve the quality of the service provided to the Stakeholders, based on Sanitas' legitimate interest in maintaining quality control processes and for the management of health and social care systems and services. Likewise, Sanitas may use these recordings, where appropriate, as evidence for any claim that may arise between both parties, preserving in all cases the confidentiality of the conversations held, based on the legitimate interest of Sanitas in formulating, exercising and/or ensuring the defence of claims, and the need for processing to ensure the above. The Data Subject may ask Sanitas for a copy or written transcription of the content of the conversations recorded between the two parties through the channels indicated in the section "Rights of Data Subjects".

(l) **Fulfilment of obligations that correspond to Sanitas by legal mandate.** On certain occasions, Sanitas will need to process the Personal Data of the Applicant and/or Policyholder/Insured in order to comply with certain legally established obligations. Among others, Sanitas will process the Personal Data in order to comply with the obligations established in the regulations relating to insurance, tax laws and the regulations on the protection of personal data in force. This purpose is lawful as the processing is necessary for the fulfilment of legal obligations applicable to Sanitas; and for the management of health and social care systems and services.

(m) **Preparation of profiles for marketing purposes and commercial improvement of the services provided by Sanitas.** In order to be able to offer the Applicant and/or Policyholder/Insured the products and services that best suit their interests and needs, Sanitas may prepare profiles based on the Personal Data of the Applicant and/or Policyholder/Insured, including their health data, with the aim of making their experience with Sanitas as targeted as possible and to be able to continue personalising it during the provision of the service covered by the insurance contract. These profiles will be defined on the basis of the Personal Data of the Data Subject available to Sanitas, for example the type of insurance contracted, which will allow Sanitas to select the products or services that are adapted to the Data Subject, and thus be able to personalise their experience. In particular, the above will be carried out for:

- The management and sending of commercial communications based on the profile of the Applicant and/or Policyholder/Insured by any channel, including by electronic means, about products and services similar to the insurance contract. This purpose is lawful based on the legitimate interest of Sanitas in informing of the services, news, promotions, etc. that best suit the profile of the Applicant and/or Policyholder/Insured, related to the services contracted and for the management of the health and social care systems and services. In the event that an insurance policy has not been taken out with Sanitas, the purpose is lawful on the basis of the consent of the interested party, as the processing will be carried out with prior authorisation.
- The sending of commercial communications based on the profile of the Applicant and/or Policyholder/Insured via any channel, including electronic means, about new products and services. The purpose is lawful on the basis of the consent of the interested party, as the processing will be carried out with prior authorisation.

- The sending by Sanitas of commercial communications based on the profile of the Applicant and/or Policyholder/Insured by any channel, including by electronic means, about third party products and services. The purpose is lawful based on the consent of the interested party, as the processing will be carried out with prior authorisation.
- Anticipating the health needs of the Policyholder/Insured in order to improve the services provided and offered to them, including, for example, detecting when it is necessary to increase resources for the personalised care of the Policyholder/Insured. This purpose is lawful based on the legitimate interest of Sanitas in offering the best possible services to the Policyholder/Insured in the care of their health, and the need for the management of health and social care systems and services.

(n) To carry out anonymisation and pseudo-anonymisation procedures on your Personal Data, including personal health data, for the purposes of marketing, improving the relationship with the Policyholder/Insured, and scientific and/or statistical research.

From time to time, Sanitas may apply certain procedures on the Personal Data of the Policyholder/Insured so that either it is not possible to find a link between an identified or identifiable natural person and the Personal Data processed or such Personal Data cannot be attributed to a specific person without the use of additional information that appears separately. Such procedures shall be applied in order to be able to process anonymised or pseudo-anonymised data for scientific or statistical research purposes, or in order to be able to understand trends in the health status of individuals, establish patterns of disease, etc., as well as to understand which services may be a better fit for certain groups and to be able to

bring it to your attention. This processing is lawful on the basis of the legitimate interest of Sanitas and its necessity for the management of health and social care systems and services, as well as on the basis of its necessity for scientific and/or statistical research purposes.

(o) Transfer the Personal Data of Data Subjects to Group Companies, in order to:

- The sending of commercial communications on products and services of said group companies based on the profile of the Applicant and/or Policyholder/Insured by any means, including electronic means, on the basis of the consent granted by the Interested Party.
- The anticipation of the health needs of the Policyholder/Insured, with the Group companies drawing up profiles and carrying out statistical analyses in order to improve the services provided by the Group entities and to be able to offer them to the Policyholder/Insured, according to their particular characteristics, on the basis of the consent given by the interested party.
- Internal administrative purposes, based on Sanitas' legitimate interest in transmitting personal data within its corporate group for this purpose, which includes the processing of Personal Data.

(p) Transfer of Personal Data to third party companies.

Sanitas may transfer the Personal Data of the Data Subject to any other entity with which it establishes collaboration links for the effectiveness of the contractual relations with the Data Subject. In particular, the categories of recipients, identified in the Additional Information, who may receive the Personal Data will be, among others, co-insurance and reinsurance entities, insurance brokers, entities with which a commercial relationship is established, healthcare professionals, medical centres and hospitals. Transfers shall be made for:

- Risk reinsurance purposes, based on Sanitas' legitimate interest in managing the risk assumed, and the necessity of the processing for the management of health and social care systems and services.
- The sending of commercial communications based on the profile of the Applicant and/or Policyholder/Insured by any channel, including by electronic means, about products and services of third parties, based on the consent given by the Interested Party.
- Analyse the use of Sanitas websites and applications, based on the consent given by the Data Subject.

8.3 Origin of Personal Data

The origin of the Personal Data processed by Sanitas may vary from case to case. In particular, Sanitas may process Personal Data, including health data that (i) the Applicant/Policyholder and/or Insured(s) provide through the corresponding forms; (ii) are generated as a result of the provision of the Sanitas service and; (iii) Sanitas has obtained through brokers, insurance agents or third party collaborators.

8.4 Retention period of Personal Data

Sanitas will process the Personal Data of the Data Subject and will keep it for the duration of the contractual relationship between Sanitas and the Policyholder and/or Insured and/or until the expiry of the applicable legal obligations. For those purposes for which the Data Subject has consented to the processing of his or her Personal Data or for which there is an opportunity to object, Sanitas shall cease to process the Personal Data for that particular purpose immediately after the withdrawal of consent or exercise of objection. All of the foregoing is without prejudice to the subsequent retention that may be necessary for the formulation, exercise or defence of potential claims, to comply with obligations to retain clinical documentation, provided that this is permitted by law.

applicable law or to make the Personal Data available to judges and courts, the Public Prosecutor's Office or Public Administrations. During this additional period, Sanitas will keep the Personal Data in a blocked form. At the end of the aforementioned period, Sanitas undertakes to cease processing all Personal Data. Notwithstanding the foregoing, Personal Data may be retained where necessary for longer periods provided that they are processed exclusively for the purposes of healthcare, medical purposes, scientific and/or statistical research and on a case-by-case basis.

8.5 Access to Personal Data

An optimal provision of the service offered by Sanitas may require that other **third party service providers** of Sanitas access the Personal Data of the Data Subject as processors. Data Subjects understand that some of these service providers are located in countries outside the European Economic Area or do not offer a level of security equivalent to that of Spain. In order to ensure that Personal Data are processed with a level of protection equivalent to that which already exists, Sanitas has adopted appropriate safeguards. Such international transfers are carried out pursuant to an adequacy decision of the European Commission, appropriate safeguards recognised by the regulations (such as standard contractual clauses), or authorisation by the Spanish Data Protection Agency, in compliance with appropriate security measures. Further information can be found in the International Data Transfers section of the Additional Information. To obtain a copy of this authorisation, you may contact Sanitas by the means established in the section "Rights of Insured Parties".

In addition to the access that third party providers may have to the Personal Data under the responsibility of Sanitas in their capacity as processors, national or international, within the framework of

the provision of a service, Sanitas will transfer Personal Data to other entities, as specified in the section "Main purposes and legitimacy of the processing of Personal Data".

In addition to the foregoing, the Interested Parties understand that Sanitas may transfer or communicate Personal Data in order to fulfil its obligations to the Public Administrations in cases where this is required in accordance with the legislation in force at any given time and, where appropriate, also to other bodies such as the State Security Forces and Bodies and the Judiciary Bodies. Likewise, the Policyholder/Insured Party understands that Sanitas may request, require and share his/her Personal and health Data with health professionals or centres, hospitals and, on the other hand, with entities with which it maintains a relationship of co/reinsurance or collaboration, and therefore understands that it will be necessary to reciprocally provide his/her Personal Data, for the management of the reinsurance, co-insurance, management of comprehensive care programmes, better knowledge and assessment of the risks to be covered, for the prevention of fraud, determination of health care, payment to health care providers or reimbursement to the Policyholder/Insured of health care expenses and for the handling of claims presented by the Policyholders/Insured themselves.

8.6 Stakeholders' Rights

Sanitas informs Data Subjects of the possibility of exercising their rights of **access, rectification, opposition, deletion, portability and limitation of processing**, as well as the right to refuse the automated processing of the Personal Data collected by Sanitas. Said rights may be exercised free of charge by Data Subjects, and where appropriate by anyone representing them, by means of a written and signed request, accompanied by a copy of their ID card or equivalent document accrediting their identity, addressed to the following address: Calle Ribera del Loira nº 52, 28042, Madrid, Spain, Att. LOPD.

Insurance. The Policyholder/Insured may also exercise their rights through <http://www.sanitas.es/misanitas/online/cliente/s/contact/index.html>. Interested Parties may also exercise their rights through the forms provided for this purpose in the Additional Information, in the section "ARCO Rights". A more detailed explanation of the rights can also be found in this section. In the case of representation, this must be proven by means of a written document and accompanied by a copy of the identity card or equivalent document proving the identity of the represented party or other supporting documentation indicated in the "Rights" section in the Additional Information.

In addition to the foregoing rights, Data Subjects shall have the right to **withdraw the consent given** at any time by means of the procedure described above, without such withdrawal of consent affecting the lawfulness of the processing prior to the withdrawal of consent. Sanitas may continue to process the Personal Data of Data Subjects to the extent permitted by applicable law. Sanitas reminds Data Subjects that they have the right to **lodge a complaint with the relevant supervisory authority**.

Notwithstanding the foregoing, Sanitas informs the Data Subject that it has at its disposal an internal conflict resolution system in which the Data Protection Officer takes an active role as mediator, trying to manage, as quickly as possible, any complaint sent by the Data Subject by postal or e-mail address indicated in the section "Data Controller". Sanitas encourages the Data Subject to contact the Data Protection Officer prior to submitting a complaint to the relevant supervisory authority.

8.7 Unsubscribing from the service of sending commercial communications

As mentioned in the previous paragraph, the Stakeholder has the right to

revoke at any time the consent given for the sending of commercial communications by notifying Sanitas that they no longer wish to receive them. To do so, the Interested Party may either revoke their consent in the manner described in the previous section or click on the link included in each commercial communication, thereby cancelling the sending of electronic commercial communications.

8.8 Minors

In general, Sanitas will only process the Personal Data of children under the age of eighteen when their parents or legal guardians have given their consent to such processing, it is necessary for the performance of the insurance contract or for the fulfilment of a legal obligation and/or for the satisfaction of a legitimate interest of Sanitas.

However, in accordance with the regulations in force, persons over 14 years of age (or such other age as may be legally established for this purpose) shall have the right of access to their own medical information and such other rights as may be provided by law.

8.9 Additional Information

Sanitas provides the Applicant, Policyholder and Insured with Additional Information on the processing of their Personal Data at www.sanitas.es/RGPD, in the "Sanitas Seguros" section, and invites them to consult it.

8.10 Modification of the Privacy Policy

Sanitas may modify its Privacy Policy in accordance with the applicable legislation at any given time. In any case, any modification to the Privacy Policy will be duly notified to the Data Subject so that he/she is informed of the changes made to the processing of his/her Personal Data and, if the applicable regulations so require, the Data Subject may grant his/her consent.

9. Jurisdiction

The competent judge for hearing actions arising from the Insurance Contract shall be that of the Insured's domicile.

10. Preventing money laundering and terrorist financing

SANITAS shall not assume any benefit under the insured coverage of this policy if this implies an infringement of Spanish, United Kingdom, European Union, United States of America or international law in general, reserving the right, in appropriate cases, to cancel the Insured affected by such infringement. Likewise, it may refuse the registration of a new insured person, if this may imply the infringement of any of the aforementioned regulations.

11. How to contact us Customer Service

91 752 28 52 / 93 362 34 49 / 900 906 210

Done in duplicate at Madrid on 20 October 2021.

For the
Insured /ForSANITAS Policyholder



Javier Ibañez
Sanitas, S.A. de Seguros