

# GENERAL TERMS AND CONDITIONS



**Sanitas Sociedad Anónima de Seguros**

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## Preliminary clause

The present contract is bound by the matters set out in Act 50/1980 of 8 October on Insurance Contracts (Official State Bulletin of 17 October 1980), Act 20/2015 of 14 July on the Management, Supervision and Solvency of Insurers and Reinsurers and its implementing regulation (Royal Decree 1060/2015 of 20 November on the Management, Supervision and Solvency of Insurers and Reinsurers), Act 22/2007 of 11 July on the Distance Marketing of Financial Services for Consumers Act 26/2006 of 17 July on Private Insurance and Reinsurance Brokerage and the matters agreed upon in the General and Particular Terms and Conditions.

**Clauses restricting the rights of Insured shall be applicable when highlighted in bold letters and specifically accepted.**

## Glossary of terms

For the purposes of this document of the **Sanitas Más Salud** insurance product, the following definitions apply:

### **INSURANCE TERMS**

#### **ACCIDENT**

Bodily injury suffered while the policy is in force, stemming from an external, sudden, violent cause beyond the Insured's control.

#### **STANDING MEMBERSHIP**

This involves recognition to the Insured of certain rights due to standing membership in SANITAS, which will be specified in the Particular Terms and Conditions.

#### **INSURED**

Each person included in the policy and specified in the Particular Terms and Conditions, entitled to receive insurance benefits and who may or may not be the same as the Policyholder.

#### **BENEFICIARY**

Person to whom the insurance Policyholder acknowledges the right to receive the compensation or benefit arising from this contract, to the corresponding sum.

#### **CO-PAYMENT**

Participation of the Insured in the sum of the cost of the medical action or series of actions, according to the medical service required, received from professionals or the healthcare centres providing it and to be paid directly to SANITAS.

#### **HEALTH QUESTIONNAIRE**

Declaration that must be truthfully and fully completed and signed by the Policyholder or Insured before formalisation of the policy and used by SANITAS to assess the risk subject to insurance.

#### **FRAUDULENT INTENT**

Action or omission committed fraudulently or deceivingly with the intention of producing damage or obtaining a benefit that affects the interests of a third party.

#### **INSURED'S HOME**

The place where the Insured lives and which specifically appears on the policy's Particular Terms and Conditions.

#### **INSURER OR INSURANCE COMPANY**

SANITAS, Sociedad Anónima de Seguros the body corporate taking on the risk as agreed under this Agreement.

#### **DEDUCTIBLE**

Sum of medical and/or hospital expenses not included in the insurance cover that, according to the corresponding cover, is payable by the Policyholder or the Insured to the care provider.

#### **PARTICIPATION IN COSTS**

Prior to access to certain cover, the Insured must pay a single payment to SANITAS, which is specified according to the degree of difficulty of the cover.

#### **QUALIFICATION PERIODS**

Period of time (calculated by months elapsed from the effective date of the insurance) during which some of the covers included do not enter into force.

#### **POLICY**

Written document that contains the Terms and Conditions governing the insurance and the rights and duties of the parties and that is used as proof of existence thereof. The policy comprises: the insurance application, health questionnaire, General, Particular and Special Terms and Conditions and the supplements or appendices that are added to it either to complete or amend it.

#### **PRE-EXISTING PATHOLOGIES**

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

## **BENEFIT**

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

## **PREMIUM**

The premium is the price of the insurance, i.e. the amount that the Policyholder or Insured must pay the Insurer. The premium invoice shall also contain any legally applicable surcharges, duties and taxes.

## **CLAIM**

Every occurrence of consequences which are partly or wholly covered by the policy and forming part of the Insurance. The set of services arising from the same cause is considered to constitute a single claim.

## **EXTRA PREMIUM**

This supplementary premium is established by way of express agreement shown in the Particular Terms and Conditions of the policy, in order to take on additional risk that would not be the object of insured cover where such agreement does not exist.

## **POLICYHOLDER**

The physical person or body corporate that, together with SANITAS, signs this contract and who may be the same as or different to the Insured and to whom the obligations arising there from correspond, particularly the payment of the premium, except those that, due to their nature, are the obligation of the Insured.

## **HEALTH TERMS**

### **HEALTHCARE**

Act of assisting or caring for the health of a person.

### **HOSPITAL HEALTHCARE/WITH ADMISSION TO HOSPITAL**

This is the care provided in a medical centre or hospital under admission to hospital, recording admission and the insured being admitted as a patient for at least one night in order to undergo medical treatment, diagnosis, surgery or therapeutic treatment.

### **HEALTHCARE IN A DAY HOSPITAL**

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

In the case of surgical treatment at a day hospital, it will be performed in the operating room under general, local or regional anaesthesia or sedation and requires non-intensive, short-duration care that does not require an overnight stay.

### **HEALTHCARE WITHOUT HOSPITALISATION / OUTPATIENT HEALTHCARE**

This is the medical, diagnostic, surgical or therapeutic care provided in the hospital that does not involve admission or a day hospital.

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

### **SOCIAL CARE**

Medical admission becomes social admission when a patient with functional deterioration or affected by age-related chronic processes and/or disorders have surpassed the acute phase of the disease and require healthcare but not under admission to hospital.

### **CONSULTATION**

Assistance and examination of a patient by a doctor, performing the necessary examinations and medical tests to obtain a diagnosis or prognosis and prescribe treatment.

### **DIAGNOSIS**

Medical opinion on the nature of a patient's disease or injury, based on assessment of his/her signs and symptoms and on the performance of additional diagnostic tests.

### **REGISTERED NURSE**

Graduate in Nursing legally qualified and authorised to perform nursing activities.

### **ILLNESS**

Any alteration of the state of health of an individual who suffers the action of a pathology that is not the result of an accident,



which is diagnosed and confirmed by a legally recognised doctor or dentist and which requires professional medical care.

### **CONGENITAL DISEASE**

A disease that exists at the time of birth as a result of hereditary factors or disorders acquired during pregnancy up to the time of birth. A congenital disorder may become manifest and be recognised immediately after birth, or be discovered later, at any time of the individual's life.

### **USER GUIDE TO DOCTORS AND SERVICES**

Healthcare professionals and centres belonging to the medical network of this policy and recommended by SANITAS for the provision of the services included in the insurance. The Guide may undergo modifications during the validity period of the policy. There is a full, up-to-date list of the doctors and centres forming the medical network of this policy available to the insured at the SANITAS offices.

### **CONVENTIONAL ROOM**

Single-unit room equipped with the necessary health care systems. Suites or rooms provided with an anteroom are not considered conventional.

### **HOSPITAL**

Any legally authorised public or private establishment for the care of diseases or bodily injuries, provided with the means for performing diagnoses, medical treatments and surgical operations, and able to admit inpatients.

For the purposes of the policy, hotels, rest homes, spas, facilities intended primarily for the treatment of chronic diseases and similar institutions are not regarded as hospitals.

The centres, services and establishments, regardless of ownership, authorised by the health authorities of the autonomous communities and cities with a Statute of Autonomy are listed in the **Registro General de centros, servicios y establecimientos sanitarios**, of the Ministry of Health. Centres, services and establishments, regardless of ownership, not within the national territory

must appear accredited as healthcare establishments according to the law applicable in each country.

### **SURGERY**

Any operation for diagnostic or therapeutic purposes, performed by means of incision or any other path of internal approach by an appropriate medical specialist at an authorised centre (inpatient or outpatient), which normally requires the use of an operating theatre comprising a special-purpose room and equipped with the necessary systems.

### **INJURY**

Any pathological change that takes place in a tissue or in a healthy organ and which entails anatomic or physiological damage, i.e., a disturbance of physical integrity or functional balance.

### **OSTEOSYNTHESIS MATERIAL**

Pieces or elements of metal or of any other kind used for joining the ends of a fractured bone or for welding joint ends.

### **ORTHOPAEDIC MATERIAL**

External anatomical parts of any kind used to prevent or correct body deformities such as, for example, a back brace, harness or crutches.

### **MEDICINAL PRODUCTS**

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

Coverage by the insurer will be contingent upon the prescription of the most efficient therapy available at the time, by active ingredient and always using the generic drug or biosimilar if authorised by the Spanish Agency of Medicinal Products and Medical Devices and marketed in Spain.

## **PHYSICIAN**

Doctor or Bachelor in Medicine legally trained and authorised for medical or surgical treatment of the disease or injury that gives rise to a cover contained in the policy.

## **COMPLEX THERAPEUTIC PROCEDURES**

A complex therapeutic method is any method requiring technical equipment, a specially designated area and specialised health professionals in a healthcare or hospital setting.

The healthcare facility where it is performed must have adequate personnel and resources to deal with any complications that the patient might experience as a direct or indirect consequence of the method.

Indicate as an example that all lithotripsy, radiotherapy, chemotherapy, interventional radiology, haemodynamic and endoscopy procedures and procedures covered that require laser will be included.

## **NEWBORN**

Person in the life stage of the first four weeks after birth.

## **CHILDBIRTH**

The expulsion of one or more newborn children and the related placentas from the interior of the uterine cavity to the exterior. Normal or 'at term' childbirth occurs between week 37 and week 42 after the date of the last menstruation. Childbirth occurring earlier than 37 weeks qualifies as premature; childbirth occurring after 42 weeks qualifies as post-term.

## **ORGAN DISEASE**

Structural injury to tissue or organs of the human body.

## **PROSTHESES**

Any element of any kind that temporarily or permanently replaces the absence of an organ, tissue, organic fluid, member or part of any of these. By way of example, this definition encompasses mechanical (joint substitutes) or biological elements (heart

valve replacement, ligaments), intraocular lenses, medication reservoirs, etc.

## **COMPLEX DIAGNOSIS TEST**

A complex diagnostic test is defined as any test that requires a healthcare facility or hospital with technical equipment and specialised health professionals in order to perform it and/or to interpret the results due to their complexity. Similarly, the healthcare facility where it is performed must have appropriate staff and resources to address any complications that the patient might experience as a direct or indirect consequence of the test. For example, this includes all tests: CAT scan, MRI, neurophysiology, nuclear medicine, genetic, molecular biology, endoscopy, haemodynamics, interventional radiology, etc.

## **PSYCHOLOGY**

Psychology is the science of practical application of knowledge, skills and techniques to diagnose, prevent and resolve individual or social problems, especially as regards the individual's interaction with his/her physical and social environment.

## **HOME SERVICES**

Visit to the insured's home at the Insured's request of a general practitioner, paediatrician or registered nurse, when the insured is unable to travel to attend the consultation due to their illness, provided that SANITAS has an arrangement for providing the service in this place.

## **EMERGENCY CARE SERVICES**

Assistance in justified circumstances both at the Insured's home or anywhere else within the national territory where the Insured is, always so long as SANITAS has an arrangement for the provision of the service in this place. The service will be provided by a GP and/or registered nurse.

## **TREATMENT**

All means (hygienic, pharmacological, surgical or physical) primarily directed to cure or relieve a disease after it has been diagnosed.

**EMERGENCY**

An "Emergency" is a clinical situation that does not entail a life-threatening situation or irreparable damage to the physical integrity of the patient, that requires immediate medical care.

**LIFE-THREATENING EMERGENCY /  
MEDICAL EMERGENCY**

A life-threatening emergency is a situation that requires immediate medical care as a delay could prove life-threatening or lead to irreparable harm to the patient's physical integrity which could involve the loss or significant deterioration of a function, member or body organ.

## Clause I: Purpose of the Insurance

Within the limits and conditions stipulated in the policy and following payment by the Policyholder of the corresponding premium, co-payments and deductibles that may correspond, SANITAS provides its insured with a wide range of professionals, clinics and hospitals for medical, surgical and hospital care, according to normal medical practice, in the specialties and modalities included in the cover of this policy, their cost being assumed through direct payment to the professionals or centres providing the insured provision.

Any diagnostic and therapeutic advances arising in medical science after the effective date of this agreement may become part of the cover of this policy provided that they are safe, effective and universal and consolidated. Whenever this policy is renewed, SANITAS shall inform of the techniques or treatments to be included in the cover of the policy for the following period.

## Clause II: Benefits

**The benefits covered by this policy are conditional on compliance with the qualifying periods indicated below and always when they are conditions subsequent to the contracting of the policy and not known by the insured or in case of prior conditions known to the insured, were declared to the insurance company by the insured when taking out the policy without the insurance company excluding these conditions.**

### PRINCIPAL BENEFITS

Accreditation of the procedures and services corresponding to a medical speciality, that is, the services that a healthcare professional from this speciality can perform, are based on the Clasificación Terminológica y Codificación de Actos y Técnicas Médicas (Nomenclátor) of the Spanish Medical Colleges Organisation.

**In general, with the limitations and exclusions highlighted in the terms and conditions of this policy, the healthcare benefits covered correspond to the following specialties:**

### 1. Primary care

#### 1.1. General Medicine

This includes medical care in a healthcare centre, indication and prescription of basic diagnosis tests and procedures (analysis and general radiology) during the days and times established for this purpose by the doctor. It includes also home services when, for reasons attributable only to the Insurer's illness, he/she is prevented from attending the consulting room.

In emergencies the Insured shall go to the permanent emergency services or else contact SANITAS's telephone service.

#### 1.2. Paediatrics and Childcare

This includes the care of children **until they are 15 years old** in consulting room and at home, the indication and prescription of tests and basic diagnosis procedures (analysis and general radiology), being applicable all other regulations mentioned for the benefit of General Medicine.

#### 1.3. Nursing Service

Includes healthcare at the healthcare centre and at home.

### 2. Emergencies

It includes healthcare in the event of emergency. It will be provided in the permanent emergency centres agreed with SANITAS and listed in the User Guide to Doctors and Services corresponding to this product.

In justified circumstances, the Insured will be treated at the place where he or she is by the round-the-clock emergency services, **only in**

those towns in which SANITAS has engaged such service.

## Sanitas 24 Hours

Telephone service that provides information from a medical team, which will advise the Insured about his/her questions of medical character, treatments, medication, analysis interpretation, etc., 24 hours a day, 365 days a year.

## 3. Medical specialities

### 3.1. Allergy

It includes determination of complete allergen-specific IgE (natural extracts) but **excludes specific IgE determinations for recombinant allergens and IgG4. Molecular diagnosis of the allergy (microarrays) is excluded.**

### 3.2. Clinical Analysis

#### 3.2.1. Genetic Studies

It comprises exclusively genetic studies essential for diagnosis and/or to serve as a guideline for treatment in an affected, symptomatic patient and which also have a high diagnostic yield. **Requires prior authorisation from SANITAS after assessing the medical report.**

Includes the study of BRCA 1 and BRCA 2 genes in the following indications:

A) patient without personal history of breast or ovarian cancer who meets the following requirements:

- with 2 or more 1st or 2nd degree relatives aged under 50 years old affected by breast cancer
- with 2 or more 1st or 2nd degree relatives affected by ovarian cancer at any age
- with 2 or more 1st or 2nd degree relatives aged under 50 years old affected by breast cancer and ovarian cancer at any age

B) patient aged over 50 years old with a history of breast cancer

- with 2 or more 1st or 2nd degree relatives aged under 50 years old affected by breast cancer
- with 2 or more 1st or 2nd degree relatives affected by ovarian cancer at any age
- with 2 or more 1st or 2nd degree relatives aged under 50 years old affected by breast cancer and ovarian cancer at any age

C) male patient with breast cancer

D) patient aged under 50 years with breast cancer

E) patient with ovarian cancer (+/-) breast cancer

**PCA3, HLA DQ2/DQ8 molecular study and DNA typing of HLA classes I and II are excluded.**

### 3.3. Anatomic Pathology

Includes the performance of therapeutic targets: BRAF, ALK, K-RAS, N-RAS, HER2, EGFR, C-KIT, ROS-1, PDL-1, microsatellite instability in colon cancer, somatic BRCA1 and BRCA2 in ovarian cancer prior to the administration of certain pharmaceutical products, provided that the summary of product characteristics as established by the Spanish Agency of Medicinal Products and Medical Devices requires that such targets be determined. These criteria also apply to the speciality of genetic testing.

### 3.4. Anaesthesiology

### 3.5. Angiology and Vascular Surgery

**Varicose vein treatments with foam or microfoam are excluded.**

### 3.6. Digestive System

Liver elastographs are covered **annually by the Insured solely to evaluate the progression in the degree of hepatic fibrosis in chronic liver diseases, excluding conditions related to alcoholism.**

The technique for submucous endoscopic dissection **is only included for the treatment of lesions of pre-malignant or incipient malignant colorectal/gastric mucosa in**

which conventional polypectomy has been ruled out and where surgical treatment is being considered. Prior authorisation from SANITAS is required after assessment of the medical report.

MR-enterography is included.

### **3.7. Cardiology**

Includes a cardiac MRI scan and a cardiac stress perfusion MRI, and the medication required for these tests.

**Excludes implantable loop recorder.**

### **3.8. Cardiovascular Surgery**

The cryoablation technique and percutaneous techniques for the replacement of heart valves are excluded.

### **3.9. General and Gastrointestinal Surgery**

Includes laparoscopic surgery.

**Bariatric surgery, metabolic surgery in diabetes and any type of abdominoplasty or cosmetic surgery are excluded.**

### **3.10. Maxillofacial Surgery**

Includes the diagnosis and surgical treatment of diseases and trauma involving only the jawbone, maxilla and facial bones.

**Dentistry treatments are excluded, as are cosmetic treatments and/or treatments targeting functional issues of the patient's mouth or teeth, such as orthognatic, pre-implant and pre-prosthesis surgery.**

### **3.11. Traumatology and Orthopaedic Surgery**

Includes arthroscopic surgery.

### **3.12. Paediatric Surgery**

In the same terms and conditions as those mentioned for adult surgery.

### **3.13. Reconstructive Surgery**

**All operations with a cosmetic component, such as septorhinoplasty or diastasis recti surgical treatment are excluded.**

### **3.14. Chest Surgery**

### **3.15. Dermatology**

### **3.16. Endocrinology**

### **3.17. Geriatrics**

### **3.18. Haematology and Haemotherapy**

Comprises autologous bone marrow and parentperipheral blood cell transplants **solely for treatment of haematological tumours.**

**Leukocyte immunophenotypic study only covered in the study of leukaemias and lymphomas.**

### **3.19. Internal Medicine**

### **3.20. Nuclear Medicine**

**Contrast agents are paid for by SANITAS.**

**PET and PET/ CT scans exclusively with 18-fludeoxyglucose (18 FDG) are covered for:**

**A) the diagnosis, staging, monitoring of treatment response and detection in reasonable case of relapse in cancer processes and**

**B) the following non-cancer indications (authorised by the Spanish Agency of Medicinal Products and Medical Devices on the 18-fludeoxyglucose (18 FDG) fact sheet):**

#### **b.1- Cardiology**

- Evaluation of myocardial viability in patients with serious left ventricle dysfunction and who are candidates for revascularization, only when conventional imaging techniques are not conclusive.

#### **b.2- Neurology.**

- Localisation of epileptogenic foci in the pre-surgical assessment of partial temporary epilepsy.

### **b.3- Infectious or inflammatory diseases**

Localisation of abnormal foci to guide etiological diagnosis in the case of idiopathic fever.

Infection diagnosis in the case of:

- Suspected chronic infection of bones or adjacent structures: osteomyelitis, spondylitis, discitis or osteitis, including when there are metallic implants
- Diabetic patients with a foot indicative of Charcot foot and ankle, osteomyelitis or a soft tissue infection
- Painful hip prosthesis
- Vascular graft
- Detection of septic metastatic foci in the case of bacteraemia or endocarditis (also see section 4.4)

Detection of extension of inflammation in the case of:

- Sarcoidosis
- Inflammatory bowel disease
- Large vessel vasculitis
- Treatment monitoring:

Unresectable alveolar echinococcosis in the detection of active outbreaks of the parasite during medical treatment and following treatment suspension.

Includes PET-MRI **exclusively for oncological processes.**

**Prior authorisation from SANITAS is required after assessment of the medical report.**

**Any radiotracer other than 18FDG is excluded.**

#### **3.21. Nephrology**

Includes dialysis techniques only for the treatment of acute processes. **Chronic treatments of dialysis and haemodialysis are excluded.**

#### **3.22. Pneumology**

Includes endobronchial ultrasound in the following indications:

- Negative TBNA (endobronchial ultrasound-guided transbronchial needle aspiration)
- cancer staging of a radiologically normal mediastinum in suspected or confirmed lung cancer
- re-staging following induction chemotherapy
- diagnosis of mediastinal masses, peribronchial, paratracheal or intrapulmonary hilar.

**Requires prior authorisation from SANITAS after assessing the medical report.**

#### **3.23. Neurosurgery**

Includes only surgery with surgical navigation assistance for intracranial processes and intraoperative electro-physiological monitoring for intracranial processes and for spine surgery.

#### **3.24. Clinical Neurophysiology**

#### **3.25. Neurology**

#### **3.26. Obstetrics and Gynaecology**

Includes laparoscopic gynaecological surgery.

Includes, for the diagnosis of infertility and sterility, **the following tests only: basal hormone analytical determination, ultrasound scan, hysterosalpingography and hysteroscopy.**

It also includes family planning: tubal ligation, IUD implantation (**the IUD is paid by the Insured**), regardless of the therapeutic purpose, and follow up of treatment with anovulation medicines.

The following genetic tests are included:

- Karyotype
- Factor V Leiden and mutation 20210 of the prothrombin gene, with these two determinations requiring prior authorisation from SANITAS following assessment of the medical report, being covered when there is a personal history of recurrent miscarriage and/or thromboembolic processes.

**Any other genetic test other than those mentioned shall be excluded.**

Includes breast tomosynthesis and use of genome sequencing platforms for breast cancer prognosis (ONCOTYPE, MAMMAPRINT, PROSIGNA) prescribed by a specialist on the medical chart and whenever necessary for the treatment in accordance with the recommendations set out for each genomic platform mentioned above. **Requires prior authorisation from SANITAS after assessing the medical report.**

Includes the study of circulating foetal DNA in maternal plasma (non-invasive pre-natal screening) for foetal trisomy screening (13, 18, 21 and sex chromosomes) when the risk ratio from combined screening in the first quarter is between 1:50 and 1:250 and the pregnant woman is in her 10th to 18th week of pregnancy. **Requires prior authorisation from SANITAS after assessing the medical report.**

**The insured can access the pelvic floor recovery plan via the phone programme (917 522 904), provided by our specialised phone platform Sanitas Responde, which comprises a multidisciplinary team, to recover muscle tone and prevent and treat secondary dysfunctions or conditions.**

### **3.26.1. Breast Surgery**

Breast surgery is covered in the following situations:

- Benign tumours. **Excludes breast reconstruction.**
- Malignant tumours: includes surgery on the affected breast and prophylactic surgery on the contralateral breast if considered a therapeutic option following the BRCA1 and BRCA2 result. Includes posterior breast reconstruction.
- Individuals not affected by breast cancer in which prophylactic breast surgery is considered a therapeutic option following the BRCA1 and BRCA2 result. Includes subsequent breast reconstruction.

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

The only reconstruction methods included in the cover are: **post-mastectomy breast reconstruction, with expanders and prosthesis, reconstruction with dorsi myocutaneous flap, DIEP flap and TRAM flap.**

### **3.26.2. Neonatology Care**

It comprises the medical check, vaccine administration and performance of all those tests that systematically are performed to newborns during his/her first 48 hours of life, according to the care delivery protocol applicable in each autonomous region, **excluding any medical provision that is a consequence of a pathology or complication appearing at the moment of birth.**

### **3.26.3. Newborn care**

Covers the costs of a newborn's healthcare, **provided that the child has been registered with SANITAS and has this cover.**

### **3.27. Ophthalmology**

Includes laser photocoagulation **exclusively for ischemic retinopathies, macular oedema, glaucoma and peripheral lesions of the retina (holes or tears); corneal cross-linking for keratoconus treatment; and surgery for cornea transplant with the cornea to transplant being paid for by SANITAS.**

**Refractive surgery of any type (for myopia, hyperopia and astigmatism) is excluded.**

### **3.28. Medical Oncology**

The treatment prescription must always be performed by the Medical Oncology specialist in charge of the patient's care. SANITAS must pay for treatment if conducted at a healthcare site, whether on the basis of an oncology day unit or on an inpatient basis, if necessary.

**SANITAS shall only pay for expenses corresponding to specifically cytostatic drug products, the sale of which is authorised in the local market and**



**provided they are used according to the instructions of the product fact sheet and administered parenterally in as many cycles as required and via vesical instillation in the case of MITOMYCIN AND BCG.**

Also includes drugs with no antitumor effect administered simultaneously together with cytostatic agents during the chemotherapy session to prevent adverse or secondary effects.

### **3.29. Ear, Nose and Throat**

Includes CO2 laser surgery and radiofrequency surgery.

**The cost of cochlear implants and all pre- and post-surgery consultations and diagnostic tests for adjusting the device are excluded. Any type of rhinoplasty operation is also excluded, except surgery secondary to trauma or non-cosmetic pre-surgery, which always requires prior assessment of the medical reports by a doctor from this speciality.**

### **3.30. Psychiatry**

Psychiatric admission **only covered as part of admission** (that is with an overnight stay) **and only includes the treatment of acute outbreaks. It is limited to a maximum period of 50 days per Insured/year.**

### **3.31. Radiodiagnosis/Imaging Diagnosis**

Comprises standard diagnostic techniques. Contrast agents shall be paid for by SANITAS.

It also includes:

A) The colonography performed by computerised tomography (CT) in the following indications:

- Screening of colon cancer and colon polyposis in patients without a known clinical history of colon cancer, polyposis or inflammatory intestinal illness, as long as they present family background of these

pathologies or are candidates to screening for age reasons (from the age of 50).

- Screening of colon cancer and colon polyposis in patients in which the conventional colonoscopy is contraindicated due to their clinical situation or entails a higher risk.
- As a complement to conventional colonoscopy when this has been unable to reach the full length of the colon.

**Prior authorisation from SANITAS is required after assessment of the medical report.**

B) CAT coronography: included in the guarantee **only for symptomatic patients presenting a low or medium probability of coronary disease, in whom it is not possible to perform an ischaemia detection test or it is negative or inconclusive; asymptomatic patients but with a positive or uncertain ischaemia detection tests; for the coronary anomaly study; suspected anomaly or identification of the background of the diagnosed patient; for evaluation of pulmonary veins prior to atrial fibrillation ablation; for coronary study prior to heart valve surgery and for evaluation of stents or coronary grafts.**

**Prior authorisation from SANITAS is required after assessment of the medical report.**

**Assessment of the calcium score is excluded.**

### **3.32. Radiotherapy**

Includes radiotherapy **exclusively for cancer processes.**

Also includes stereotaxic radiosurgery for tumour treatment, principally malignant tumours, brain arteriovenous malformations and as a final therapeutic step in trigeminal neuralgia.

**Prior authorisation from SANITAS is required after assessment of the medical report.**

### **3.33. Rehabilitation**

It comprises the consultations which have the purpose of diagnosis, evaluation and prescription of the physiotherapy treatments included in the cover of Physiotherapy.

### **3.34. Rheumatology**

### **3.35. Urology**

Includes Multi-parametric Magnetic Resonance of the prostate in the following indications:

- Local, regional or distance staging
- Detection or guide for diagnostic biopsy where there is a suspicion of clinical risk in the following cases:
  - PSA 4-10 (grey area) with a ratio (free/total) lower than 0.13. It will be necessary if it continues to increase after 3 months of monitoring/treatment.
  - PSA>10 and/or ratio higher than 0.13. Involves Multi-parametric MRI.
- Therapeutic monitoring.

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

Includes Fusion biopsy of the prostate in cases of suspected clinical risk (a positive previous Multi-parametric MRI with a negative previous conventional biopsy, a maximum of 1 year before this test was requested, and the well-founded suspicion of prostate cancer persists the PSA level continues to increase).

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

Includes laser photo-vaporization and enucleation of the prostate.

Includes laser endourethral and vesical lithotripsy.

**Prostate cryotherapy, irreversible electroporation and other focal therapies are excluded.**

Includes, for the diagnosis of infertility and sterility, **the following tests only: basal hormone analytical determination, basic semen analysis and semen culture test.**

## **4. Other care services**

### **4.1. Ambulance**

Transfers in ambulance from the place where the insured is located to the hospital where he/she will be admitted or to which he/she presents for an emergency and under SANITAS coverage shall be covered. Also covered are return transfers of the insured from the hospital to their home and those made between hospital centres on the SANITAS list of healthcare providers if the care resources at the hospital where the Insured is found are not those that their medical care requires. Transfers for chemotherapy and radiotherapy treatments at a Day Hospital are also covered. In all these cases the service will be provided by land within the national territory using the means agreed on by SANITAS and so long as the physical state of the Insured impedes his/her transfer by other ordinary means (taxi, private car, etc.) and is authorised via the Sanitas 24-hour hotline.

**This benefit does not include transfers required for physiotherapy treatments, diagnostic tests or to attend doctor's visits nor generally any other type not covered in the paragraph above. Service provisions by providers not agreed with or by the Spanish regional or national public health service are therefore excluded.**

### **4.2. Special Care in the Home of the Insured**

This will be carried out by the healthcare teams designated by SANITAS, provided that it is possible to arrange the service when the patient's illness requires special care but does not require admission to hospital nor specialised equipment, **always under the**

prescription of the doctor. Does not include care for social problems.

#### **4.3. Obstetric-Gynaecological Nursing (Midwifery)**

Care provided by a midwife will be available only for hospital-based child delivery.

#### **4.4. Physiotherapy**

It is provided solely on an outpatient basis and **exclusively for conditions originating in the musculoskeletal system**, considering as such exclusively those structures of the human body that perform the locomotive or movement function and therefore not those such as the temporomandibular joint which does not perform this function and always provided it is not a chronic or degenerative process, through to the greatest possible functional recovery of the patient, determined by his or her rehabilitation physician.

It includes shockwave therapy for **chronic osteotendinous injuries (more than 6 months' evolution) of the musculoskeletal system with a maximum of 5 sessions per joint and year.**

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

Under admission to hospital, it will be provided **only and exclusively for the recovery of the musculoskeletal system secondary to an orthopaedic operation and recovery of the heart immediately after an acute myocardial infarction and after surgery with extracorporeal circulation.**

It also includes lymphatic drainage after surgery for an oncology process. **Requires prior authorisation from SANITAS after assessing the medical report.**

**Neurological rehabilitation, early care, occupational therapy, pelvic floor rehabilitation, outpatient cardiac rehabilitation, respiratory rehabilitation, temporomandibular joint rehabilitation, vestibular rehabilitation, ophthalmological**

**rehabilitation or rehabilitation using robotic systems are expressly excluded.**

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

#### **4.5. Speech and Phoniatic Therapy**

**Requires prior authorisation from SANITAS after assessment of the medical report and must be prescribed by an ENT specialist (in the case of organic processes of the larynx and vocal cords) or by a neurologist (in the case of acute cerebrovascular accident).**

It covers **up to 80 sessions per year and insured.**

Only the following are covered:

**Organic processes associated to the larynx and vocal cords:**

1. Inflammation: oedemas
2. Tumours:
  - a) Benign: nodules, polyps.
  - b) Malignant: cancer of the larynx (partial or total)
3. Changes to the vocal cords:
  - a) Paresis (reduction of cord movement because either the muscle or nerve are injured)
  - b) Paralysis (reduction of cord movement because either the muscle or nerve are injured)
4. Congenital malformations

The insured cover includes **only speech therapy and language therapy for processes derived from acute cerebrovascular accident.**

#### **4.6. 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 a medical condition exists (cancer patients, diabetes, obesity with BMI >30 or a severe eating disorder).

#### 4.7. Podiatry (Chiropody exclusively)

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

#### 4.8. Prostheses

Only covers internal prostheses and internal implantable materials expressly listed below.

The Insured must provide the reports and/or quotations if SANITAS so requires.

**1. Ophthalmology:** Monofocal intraocular lens, **excluding toric, used for cataract surgery.** Also includes corneal tissue **exclusively from national tissue bank for cornea transplant.**

**2. Traumatology and Orthopaedic Surgery:** Hip, knee and other joint prostheses; columnar fixation material; intervertebral disc; intersomatic or interspinal intervertebral material; vertebroplasty/kyphoplasty material; biological bone ligament material obtained from tissue banks in Spain; osteosynthesis material; bone substitutes **exclusively for columnar surgery and bone grafts after tumour surgery.**

**3. Cardiovascular Area:** the following vascular prostheses: stents, peripheral or heart bypasses, medicalised or non-medicalised, aortic endoprosthesis in cases of life-threatening emergency, which will require express authorisation **from SANITAS** after assessing the medical report; heart valves, **excluding percutaneous or transapical implants** and aortic valve ducts provided they are associated with aortic valve surgery; pacemakers, **excluding any kind of defibrillator or artificial heart;** coils and/or embolization materials.

**4. Chemotherapy or Pain Treatment:** reservoirs.

**5. Other surgical materials:** abdominal meshes, **except biologic meshes,** biliary stents, oesophageal, duodenal, and colonic endoprosthesis, urological suspension systems; cerebrospinal (hydrocephalus) fluid shunts; breast prostheses and expanders,

both in the breast affected by previous tumour surgery and in cases where a prophylactic mastectomy is considered a therapeutic option given the BCRA1 and BCRA2 result.

**6. Bone fixation materials in cranium and/or maxillofacial surgery.** Includes bone substitutes, only for bone void filler after tumour surgery.

#### 4.9. Mother and Baby Programme

Includes theoretical and practice classes for child delivery preparation, child health examinations, as well as telephonic assessment by nursing professionals during the first six months of life of the child.

#### 4.10. Psychology

This comprises individual psychological care prescribed by Psychiatrists, Family Health Advisors, Paediatricians or Medical Oncologists the purpose of which is to treat disorders which could be treated via psychological intervention. Also includes simple psychological diagnosis and psychometric tests, **the forms of which shall be paid for by the Insured.**

**It includes a maximum of 4 consultations per month and with a limit of 15 sessions per Insured and insurance annuity.**

**Psychoanalysis, psychoanalytical therapy, hypnosis, narcolepsy treatment, and psychosocial and neuropsychiatry rehabilitation services are excluded.**

#### 4.11. Home-based respiratory therapy

Exclusively comprises the following treatments:

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

**Liquid oxygen therapy must be prescribed for administration for at least 15 hours a day. SANITAS shall only pay for one type of oxygen therapy treatment.**

**Portable oxygen concentrator is excluded.**

b) Generation of positive airway pressure with CPAP to treat obstructive sleep apnoea. **Auto-CPAP machines for this treatment are excluded.**

c) Partial BiPAP ventilation therapy and aerosol therapy.

## 5. Hospital admission

Hospitalisation in a clinic or hospital.

In case of admission, the patient shall occupy a conventional, individual room with a bed for relatives, except in psychiatric hospitalisation, in ICU and in incubator and SANITAS shall pay for any expenses arising from the performing of the diagnosis and therapeutic methods, surgical treatments (includes operating theatre and medication expenses, **except medication that is not authorised for sale in Spain**) and accommodation with the upkeep of the patient.

**Excludes care for social reasons.**

## 6. Preventive medicine

Includes programmes applied to healthy populations covering different activities such as medical consultations, physical exams and basic diagnostic tests prescribed by the specialist concerned for early disease diagnosis:

**6.1. Paediatrics:** Provides for consultation with a specialist, newborn health checks (including metabolic screening and early hearing impairment detection via OAEs or AEPs where necessary) and regular health checks to monitor child development (**from birth to 11 years of age**).

**6.2. Gastrointestinal Tract:** Includes consultation with a specialist and a physical examination as well as basic diagnostic tests (e.g., test for blood hidden in faeces or colonoscopy).

**6.3. Cardiology:** Includes consultation with a specialist and a physical examination as well as basic diagnostic tests (e.g., ECG, basic

blood and urine tests) and a stress test to establish coronary risk.

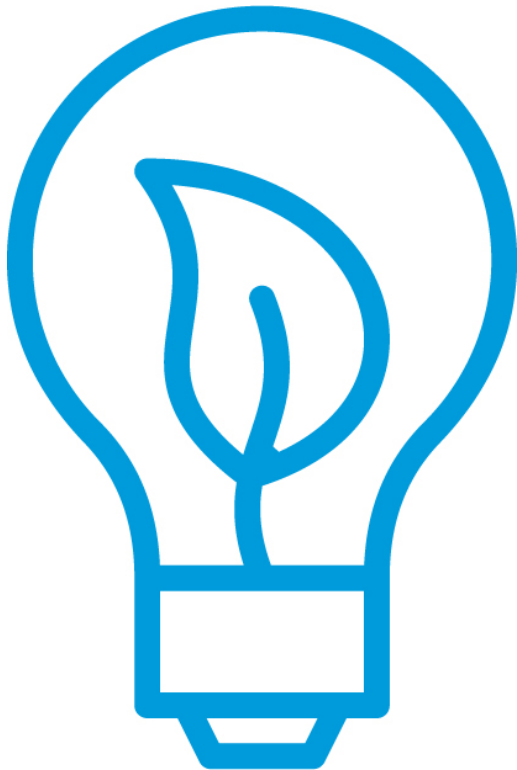
**6.4. Pneumology:** Includes consultation with a specialist and a physical examination as well as basic diagnostic tests (e.g., chest x-ray).

**6.5. Gynaecology:** Provides for an annual gynaecological check for cervical, endometrial and breast cancer prevention. Includes consultation with a specialist and a physical examination as well as basic diagnostic tests (e.g., ultrasound scan, mammogram, pap smear test or gynaecological ultrasound scan).

**6.6. Urology:** Provides for a medical consultation with a specialist and basic blood tests (including PSA determination) and urine tests, along with other basic diagnostic tests (e.g., ultrasound scan and/or prostate biopsy).

The recommended frequency for these exams varies in line with the characteristics of each case, which is why it is up to the specialist to establish recommendations in accordance with the risk.

# ADDITIONAL COVERAGES OF YOUR INSURANCE



# Overseas emergency healthcare cover

## What is it? Use of services and time limit

This is a policy add-on which will cover emergencies abroad due to illness or accident, **provided that the care required occurs within 90 consecutive days from the start of the trip.**

For everything that does not expressly go against the provisions of this add-on, the provisions of the policy terms and conditions, including its limitation clauses and exclusions, will apply to the urgent medical care abroad guarantee.

To cover this care, **it is essential for the Insured** to be up to date with payment and, **before any medical service is provided (except in a life-threatening emergency), SANITAS must be contacted and prior authorisation sought** via the phone number on the back of the card. In the event of a life-threatening emergency, the Insured shall visit the nearest clinic or hospital and must report this to SANITAS within a maximum of 7 days starting from the date of admission, supplying Sanitas with a copy of the emergency report.

For Sanitas to accept the care provision, all the required documents must be supplied (travel receipts, medical report justifying the emergency and all other reports needed, bills and payment receipts).

## What is not included?

- **medical expenses abroad under €3.**
- **costs arising from the diagnosis or treatment of a physiological condition (e.g. pregnancy) or an illness that was known about before the trip began, unless it is a clear or unforeseeable complication; treatments arranged in Spain;**
- **pregnancy costs incurred after the first 150 days.**

- **mental and chronic illnesses causing alterations in the Insured's health.**

## What services are included?

### 1. Medical Costs

During the validity of the policy SANITAS guarantees the insured emergency healthcare assistance abroad for:

- medical expenses (doctors, surgeons and hospitals/clinics)
- medicine prescribed by a doctor
- **emergency dentist expenses up to €300 per insured, excluding expenses related to endodontic treatments, cosmetic reconstructions of previous treatments, teeth cleaning, caps, and implants**
- Hospital fees
- Fees for an ambulance ordered by a doctor for a local journey

**All of these expenses must be incurred outside of Spain and provided through the centres appointed by SANITAS.**

### Limits

€12.000 per person and year.

### 2. Transfer of sick and injured individuals to a care centre

#### What is included?

SANITAS will pay for this transfer under medical observation through to the care centre where the patient can be treated.

The SANITAS medical service shall decide on and choose the means of transport and medical centre/hospital the Insured must attend, in accordance with the medical order applicable to the case.

### 3. Extension of a companion's hotel stay for hospitalisation of the Insured

When the Insured has to be admitted to hospital on a doctor's orders and in accordance with the medical service, SANITAS shall reimburse the costs arising from the necessary extended hotel stay for

their companion - if also insured by Sanitas - **up to a maximum of €60 per day and up to a maximum of 10 days.**

#### **4. Family member's travel and stay to accompany the Insured in hospital**

If during the trip the Insured should be hospitalised for more than five days and no direct family member is with him or her, SANITAS shall make a regular-flight, return plane ticket (economy class) or train ticket (first class) available to a companion with regular place of residence in Spain. SANITAS shall pay **up to €60 per day for up to 5 days** in respect of hotel accommodation to cover this person's costs.

#### **5. Transport in the event of death**

In the event of the death of the Insured, SANITAS shall organise and meet the expenses for the transfer of the coffin to the place of burial in the country of his or her usual place of residence, as well as the minimum compulsory coffin expenses, embalming costs and administrative formalities. Where applicable and following a request from the Beneficiaries, SANITAS shall meet the costs of incineration in the place of death and transportation of the ashes to the place of burial in the country of his or her usual place of residence. **SANITAS will not meet funeral or burial expenses.**

#### **6. Early return of insured accompanying relatives**

If the Insured is transferred by reason of death under the cover "Transfer in Event of Death" and this circumstance prevents accompanying insured family members from returning to their homes by the means planned originally, SANITAS will bear the cost of their travel to their permanent place of residence in Spain. **Maximum two adults and accompanied children under the age of 14.**

#### **7. Accompanying children**

If, during the term of the contract, Insured persons travelling with disabled persons or

children under 14 years of age cannot look after them due to a sudden illness or accident covered by the Policy, SANITAS shall arrange and cover the costs of outbound and inbound travel of a person residing in Spain named by the Insured or his/her family to accompany children on their return to their habitual residence in Spain as quickly as possible.

#### **8. Search and retrieval of luggage and personal belongings**

If the Insured has his/her luggage delayed or lost, SANITAS shall help in its search and retrieval, advising on how to file the corresponding formal complaint. If the luggage is retrieved, SANITAS shall send it to the Insured's habitual residence in Spain, providing the presence of the owner is not required for its recovery.

#### **9. Dispatch of documents and personal belongings overseas**

SANITAS shall organise and take care of essential items for the journey which have been left at home (contact lenses, prosthetics, spectacles, credit cards, driving licence, ID card and passport). This service extends to posting the same items home if they have been left behind on the journey or recovered after theft.

SANITAS shall only organise the dispatch and postage for parcels weighing no more than 10 kilogrammes.

#### **10. Advance of funds**

SANITAS shall advance funds of **up to €1,500** to the Insured, when required. SANITAS shall require some kind of special guarantee ensuring the Insured repays the advance. In any event, the amounts advanced shall be returned to SANITAS within a maximum period of 30 days.

#### **11. Legal advice**

If the Insured is incarcerated or prosecuted as a result of a traffic accident, SANITAS shall pay **up to €1,500** for lawyer and



attorney fees incurred for the legal assistance provided. If this service is covered by the Motor Insurance Policy, it shall be considered an advance and SANITAS shall reserve the right to request a special guarantee from the Insured to ensure payment of the advance.

### **12. Advance of the amount for bail demanded abroad**

If the Insured is prosecuted or incarcerated in the country in which it arises, SANITAS shall issue an advance equal to the amount of bail demanded by the local authorities **up to a maximum of €10,000**. SANITAS reserves the right to request a special guarantee from the Insured to ensure repayment of the advance. In any event, the amounts advanced shall be returned to SANITAS within a maximum period of two months.

### **13. Dispatch of medication**

#### **What is included?**

If the Insured needs a medicine prescribed by a doctor and cannot acquire it in the place where he or she is holidaying, SANITAS shall locate it and send it to him or her by the fastest means and in compliance with local laws.

#### **What is not included?**

**Cases where the medicine is no longer manufactured and is unavailable in the regular distribution channels in Spain are excluded. The Insured shall repay SANITAS the price of the medicine upon presentation of the bill.**

### **14. Transmission of urgent messages**

SANITAS shall, through a 24-hour service, accept and transmit urgent messages from the Insured, so long as they have no other means of making them reach their destination and so long as they are a consequence of a guarantee covered by the contract.

## **Second medical opinion cover**

Includes a second opinion on medical diagnosis or treatment in the event of serious chronic diseases requiring scheduled care of which the course may require new diagnostic tests or therapeutic measures and whereof the life prognosis is seriously compromised. This second opinion shall be issued by a medical report by leading specialists, healthcare centres, physicians or academics in any country in the world, designated by SANITAS.

To use this service, the Insured can call 902 19 97 24 or 93 25 40 538 for an explanation of the procedure to follow and the documentation to supply, which shall include written medical information, X-rays or other image diagnoses, excluding dispatch of any biological or synthetic materials. The dossier shall be sent, with due confidentiality, to the specialist or centre concerned, according to the disease being treated.

When the process ends, the Insured will be sent a second medical opinion report which will include:

- Summary of their clinical history.
- Opinion of the experts consulted.
- Curriculum vitae of these experts.

During the whole of this process the Insured shall be accompanied by a consultant physician responsible for managing the case and advising the patient at all times.

**Acute diseases or those requiring an urgent answer are excluded from this service.**

Consultations, tests or treatments not performed in accordance with the rules or covers of the healthcare policy will not be covered.

## Sanitas Dental 21

The benefits insured by this policy are specified in the document Insured Dental Benefits, attached to the Particular Terms and Conditions and forming an integral and inseparable part of them and of these General Terms and Conditions. They are classified as follows:

1. Without excess: The Insured does not have to pay any amount to the dentist unless the policy provides for copayments, which shall be specified in the Particular Terms and Conditions.

2. With excess: The Insured must pay the excess amount determined in the Insured Dental Benefits document, attached to the Particular Terms and Conditions of this policy, for the service performed.

If there is any change to the insured benefits or the amount of excess, the Insurer shall notify the Insured of the new amounts to pay with two months' notice of the date of effect. Payment of the premium implies acceptance of such changes.

# COMPLEMENTARY COVERAGES OF YOUR INSURANCE



# Traffic and Occupational Accidents Cover

## 1. PURPOSE OF THE SUPPLEMENTARY TRAFFIC ACCIDENTS AND WORK ACCIDENTS COVER

### 1.1 Healthcare

SANITAS shall cover, under the terms and conditions set out in this supplementary cover and under the general and individual terms and conditions of the policy, the healthcare required by the insureds as a result of traffic accidents, work accidents or work-related illness, considering as such those recognized by the competent Administrative Authorities.

### 1.2 Family Assistance and Personal Assistance

The **Family Assistance and Personal Assistance** guarantees specified later in this clause shall be covered from day one, when the insured is involved in a traffic or work accident that results in being hospitalised or housebound under doctor's prescription.

#### 1.2.1. Home assistant

A home assistant will be sent to help the insured with basic housework (cleaning, washing and ironing, preparing meals, etc.) for up to a **maximum of 90 hours and for a minimum of 2 continuous hours a day**, starting from the first day. These times will be distributed over a **period of up to 3 months**.

The number of service provision hours will be allocated based on an objective assessment of the degree of independence of the applicant, after an evaluation of aspects such as the effective time of immobility or inability to perform basic tasks, the severity of the injuries of the Insured or the number of dependent members in the family unit.

The provider reserves the right to ask the insured for the medical report and tests that have been performed; these will be assessed by a medical team, who will determine and assess the degree of disability of the insured

and, consequently, the hours of home assistance necessary.

The home assistant guarantee **cannot be accumulated if there are various injured or immobilised persons in the home within the same family unit**.

**This guarantee should be understood as a supplementary service to the Personal Assistance guarantee specified later on in this clause. The hours each of these is provided cannot be accumulated.**

#### 1.2.2. Home assistant to look after children under 16 or disabled persons

A home assistant will be sent to look after children under 16 or disabled persons, the number of hours being set based on the effective time of immobility or the severity of the injuries of the insured, the daily **minimum being 2 continuous hours a day from the first day and up to 90 hours distributed over a period of up to 3 months**.

This guarantee is exclusive in relation to the 'Transfer of children under 16 or disabled persons' guarantee.

#### 1.2.3. Transfer of children under 16 or disabled persons

Transfer of children under 16 by regular flight (standard class) or train (first class) or taxi to the home of a relative designated by the insured in Spain.

This guarantee **is exclusive in relation to the 'Home assistant to look after children under 16 or disabled persons' guarantee**.

#### 1.2.4. Home assistant to look after first degree ascendants

A home assistant will be sent to look after first degree ascendants who live in the same residence as the insured and are dependent according to current law.

**Up to 90 hours, distributed over a maximum period of three consecutive months, for at least 2 continuous hours per day, starting from the first day.**

The number of service hours will be allocated based on an objective assessment of the degree of independence of the applicant, following evaluation of aspects such as the effective time of immobility or inability to perform the basic tasks, the severity of the injuries of the insured and the number of dependent members in the family unit.

The provider reserves the right to ask the insured for the report and medical tests performed.

The home assistant guarantee for taking care of ascendants **cannot be accumulated if there are various injured or immobilised persons in the home within the same family unit.**

This guarantee is **exclusive in relation to the 'Transfer of a relative to look after first degree ascendants' and 'Transfer of first degree ascendants' guarantees.**

#### **1.2.5. Transfer of a relative to look after first degree ascendants**

Transfer of a relative designated by the insured to the insured's home by regular flight (standard class), train (first class) or taxi to look after first degree ascendants who live in the insured's residence and are dependent in accordance with current law. Includes a return ticket.

This guarantee is **exclusive in relation to the 'Home assistant to look after first degree ascendants' and 'Transfer of first degree ascendants' guarantees.**

#### **1.2.6. Transfer of first degree ascendants**

Transfer by regular flight (standard class), train (first class) or taxi to the residence of the relative designated by the insured in Spain of first degree ascendants who live in the insured's residence and are dependent in accordance with current law. Includes a return ticket.

This guarantee is **exclusive in relation to the 'Home assistant to look after first degree ascendants' and 'Transfer of a**

**relative to look after first degree ascendants' guarantees.**

#### **1.2.7. Personal Assistance**

The provider will arrange and take care of finding, sending and the cost of a personal care assistant to take care of the insured, separately from housework, when the insured requires personal care, **for up to a maximum of 90 hours and for at least 2 continuous hours a day, starting from the first day to be distributed over three consecutive months.**

Examples of the services included in this guarantee are:

- Support with hygiene, personal care, showering and/or bathing
- Personal assistance with clothes, shoes and food
- Transfers, moving and mobilisation within the home
- Assistance with feeding
- Assistance with taking medicine prescribed by the health centre
- Basic care for people with incontinence
- Promotion of hygiene and tidying habits

**Under no circumstances must this guarantee be understood as services provided by healthcare professionals in the home, such as Nursing, Medical Specialities, Physiotherapy, Rehabilitation, Ergotherapy, etc.**

The number of service hours will be allocated based on an objective assessment of the degree of independence of the insured, following evaluation of aspects such as the effective time of immobility or inability to perform basic tasks, the severity of the injuries of the Insured or the number of dependent members in the family unit.

In any case, the provider reserves the right to ask the insured for the report and medical tests performed.

This guarantee should be understood as a supplementary guarantee to the 'Home Assistant' guarantee specified later on in this

clause. **The hours each of these is provided cannot be accumulated.**

### **1.2.8. Psychological care**

At the insured's request, the provider will offer psychological guidance and advice in times of emotional stress, discomfort, worries or concerns as the result of a traffic or work accident. The purpose of this care is to provide support to find a way of solving certain problems or conflicts using one's own means or with the help of professionals.

The provider's psychological service will offer the most appropriate advice based on the details of the service request and guide the insured in order to improve their psychological/emotional state.

Under no circumstances will the psychological guidance service diagnose or prescribe any treatment.

The provider will arrange and take care of up to a **maximum of 3 phone sessions and 3 in-person sessions, with a duration of 1 hour.**

## **2. TERRITORY**

The guarantees included in this supplementary cover will be applicable in Spain for insureds living in Spain, even if the accident or illness were to occur outside Spain.

## **3. USING THE SERVICES**

In order to use the healthcare guarantee included in this supplementary cover you must proceed as set out in the general terms and conditions of the policy of which these special terms and conditions are part.

In order to use the Asistencia Familiar and Asistencia Personal guarantees, which are included in this supplementary cover, the insured must contact the entity on 91 353 63 48 as soon as possible following the accident.

## **4. WAITING PERIODS**

There are no waiting periods in relation to the insured guarantees included in this supplementary cover.

## **5. GENERAL EXCLUSIONS**

**Damages, situations, expenses and consequences arising from the following are excluded from the guarantees insured by this supplementary cover:**

**5.1 Fraudulent behaviour on the part of the insured.**

**5.2 Nuclear reaction or radiation or radioactive, chemical or biological contamination, directly or indirectly.**

**5.3 Events that due to their magnitude and severity are classified by the competent authority as catastrophic.**

**5.4 Armed conflict, even if war has not officially been declared.**

**5.5. Extraordinary risks, even when the event has ended, as well as extraordinary events like natural disasters (floods, earthquakes, volcanic eruptions, atypical cyclone, fall of astral bodies or meteors).**

**5.6. Care for illnesses, injuries, malformations or defects arising from sports competitions.**

## **6. SUPPLEMENTARY COVER DURATION AND PREMIUM**

**The duration of this supplementary cover will be the same as the policy of which it is an integral part. However, the policyholder may request termination of this supplementary cover only when the policy expires, notifying the insureds at least one month before the expiry date.**

**The premium for this supplementary cover will be the premium set out in the individual terms and conditions of the policy.**

## Vision Cover

This supplement exclusively includes reimbursement for the following optical materials: prescription contact lenses and prescription eyeglass lenses, provided they are prescribed by an ophthalmologist pertaining to the network of the policy contracted, unless said policy includes a reimbursement modality, in which case the ophthalmologist would not necessarily have to pertain to said network of physicians. Limit one invoice per year.

The reimbursement of this amount shall be performed in the percentage set in the Particular Terms and Conditions and up to the limit of the capital insured as specified in those Terms and Conditions, once the insured party submits the invoice in proof of payment of the covered optical materials together with the ophthalmologist's prescription.

### 1. QUALIFICATION PERIODS

All coverages shall enter into force once it has taken effect on the date expressly indicated in the corresponding Particular Terms and Conditions, and once the following waiting periods have elapsed:

- **Request for the reimbursement of optical material:** 3 months

## Reimbursement of Expenses Cover

**The medical benefits object of coverage by this policy under the modality of contracted medical network in Spain and the network of participating centres and within the same limits and exclusions can also be covered under the modality of reimbursement of expenses. The reimbursement by SANITAS of the expenses corresponding to the insured medical benefits already mentioned, will be performed according to the reimbursement percentages and specific insured capital limits for each contracted benefit, according to which is specified in**

**the Particular Terms and Conditions of this policy and following the regulations for reimbursement management established in this General Terms and Conditions.**

In case of using the modality of reimbursement of expenses, it will not be necessary that the prescription and performance of care services is made by a professional belonging to the medical network contracted by SANITAS.

### A) Insured capital limits

#### 1. Hospital health care

With the same extent of insured coverage as that mentioned under the modality of contracted medical network, SANITAS shall pay up to the limits and sublimits of insured capital established in the Particular Terms and Conditions of the policy, the expenses caused by inpatient treatment, surgical operations, child delivery or caesarean, surgeons' and their assistants' fees, midwives, anaesthetists, operating theatres use, materials and medicaments, ICU care, as well as inpatient expenses that include upkeep and conventional room whit companion bed.

Surgical operations performed to the same Insured on the same day, by the same professional, shall be considered a sole operation in what refers to the application of the corresponding limit of insured capital. If the operations have been assigned a different level of difficulty by the Spanish Medical Colleges Organisation (OMC), the higher level of difficulty will be taken into account to define the insured capital limit.

The amounts indicated in the invoices for the use of specific surgical technics, provided that they are included in the cover insured by this policy, (robotic, laser, etc.) shall be included in the limit corresponding to surgeons' and assistants' fees.

The Insured shall be able to use simultaneously the modalities of medical network and reimbursement in relation to the same inpatient treatment, being committed to fulfill in any case with the regulations

applicable to each of those care modalities and providing that SANITAS has authorized previously such simultaneous use.

## **2. Outpatient care**

With the same extent of insured coverage as that mentioned under the modality of contracted medical network, SANITAS shall pay up to the limits and sublimits of insured capital established in the Particular Terms and Conditions of the policy, the expenses corresponding to:

- **Consultations.**
- **Emergency care services.**
- **Diagnosis Tests.**
- **Therapeutic Methods.**
- **Outpatient or Daypatient surgery.**
- **Land ambulance service.**

### **B)Reimbursement percentage**

As a general rule, SANITAS will only reimburse the percentage indicated in the Particular Terms and Conditions of the policy, of the amount of medical and/or hospital expenses in which the Insured really incurs as a consequence of the care received for the contracted benefits included in the coverage of this policy, being the rest of the percentage difference on the account of the Insured.

In case the Insured uses the contracted medical network in Spain or the worldwide network of participating centres with the prior authorization, the Policyholder or Insured will not have to attend the payments for such services, being all medical and hospital expenses on the account of SANITAS. The Insured shall have to proceed as established in this clause.

### **C)Procedure for the reimbursement of expenses.**

For the management of reimbursement of expenses included in the insured coverage of this policy, the following must be complied with:

**C.1.** The Insured or any person in his/her name must communicate the inpatient treatment, surgical operation and in general

any medical service insured in the maximum term of seven (7) days since he/she knew it, unless a larger term has been agreed.

In case of surgical operation or programmed inpatient treatment, he/she must communicate such circumstance to SANITAS since the moment in which he/she has knowledge of the date in which such surgical operation or inpatient treatment is going to take place and, in any case, within the maximum term of seven (7) days counted from the date from which he/she knew this.

**C.2.** In case of surgical operations, inpatient treatment, child deliver or caesarean, diagnosis tests and therapeutic methods, together with the communication of the illness or accident, the Policyholder or Insured shall send to SANITAS the medical report in which it is specified the diagnosis and nature of the illness, as well as, if such is the case, the care center, date of entry, probable duration and type of treatment.

**C.3.** The Insured shall also faithfully follow all prescriptions of the doctor in charge of his/her treatment and shall give SANITAS all type of informations about the circumstances and consequences of the claim.

**C.4.** The Policyholder or the Insured or their relatives must allow that professionals designated by SANITAS visit the Insured as many times as SANITAS considers it necessary, as well as any enquiry or check SANITAS may deem necessary about his/her state of health.

**C.5.** In case of inpatient treatment, once it is finished, the Policyholder or the Insured shall communicate such circumstance to SANITAS, indicating the duration of the treatment.

**C.6.** The Policyholder or the Insured shall hand in to SANITAS the following documents:

- Application of reimbursement, duly completed.
- Documents or invoices of the expenses really incurred in by the Insured, duly broken down in any of the concepts included in the invoices showing:



a) The person receiving the medical and/or hospital care.

b) The nature of the medical services performed (consultation, diagnosis tests, therapeutic methods, surgical operations, etc.), their dates and amounts.

c) Identification of the individual or legal person that has performed the care (physician, registered nurse, clinic or hospital, etc.), indicating expressly the surname, name or legal denomination, address, corporation number and tax identification number.

- Documents accrediting the payment of the invoice made by the Insured.
- Medical prescription of the medical and/or hospital services received by the Insured, except in the case of consultations and podiatry in respect of which it will not be necessary to submit such prescriptions.
- Medical report specifying medical and/or hospital services received by the Insured, the illness' process and its evolution, as well as the medical or hospital discharge, with indication, if such is the case, of the necessity of continuous care.

The unfulfilment of the regulations established in the five previous points will be considered as express waiver to receive the reimbursement amount, unless such fulfillment is impossible due to force majeure causes.

The Policyholder or Insured will keep the originals of the documents mentioned in this point during the term of five years counted from the date of payment by SANITAS of the applied for reimbursement and will make them available to SANITAS upon SANITAS's request with the purpose of fulfilling SANITAS's obligations.

#### **D) Payment of the amounts due to be reimbursed.**

The Policyholder or the Insured must apply for the reimbursement of the medical and/or

hospital expenses to which they are entitled according to the present policy in the term of 90 days counted from the date on which they have received the corresponding care.

Once all the required documents are received and all corresponding checks are made, to establish the existence of a claim, SANITAS will reimburse or consign the guaranteed amount.

In case the medical and/or hospital care is performed abroad, the assessment of the expenses or of the amount to be reimbursed by SANITAS will be made in euros according to the buyer's official foreign exchange rate that, on the day of payment made by the Policyholder or the Insured of the invoice of the medical and/or hospital care expenses being reimbursed, the foreign currency has in which the Policyholder or Insured have made the payment for the received assistance. The expenses corresponding to the translation to Spanish language of the corresponding documents (invoices, reports, etc.) written in other languages, shall be on account of the Insured.

### **1. QUALIFYING PERIODS**

All coverages shall enter into force once it has taken effect on the date expressly indicated in the corresponding Particular Terms and Conditions, and once the following waiting periods have elapsed:

- **Vasectomy and tubular ligation:** 10 months
- **Psychology:** 6 months
- **Complex diagnosis tests:** 6 months
- **The complex therapeutic methods as defined in the glossary:** 10 months
- **Group 0 to II operations, as classified by the Spanish Medical Colleges Organisation:** 3 months
- **Child delivery or caesarean except premature birth (less than 37 weeks):** 8 months
- **Hospitalisation and group III to VIII operations, as classified by the**

**Spanish Medical Colleges**  
**Organisation:** 10 months

## Repatriation cover

### **Transfer to the country of origin of the insured and an escort in the event of the insured's death**

If the insured dies in Spain, SANITAS will, via the provider it appoints, organise and take charge of the transfer of the coffin or ashes, in the case of cremation, from the place of death to the international airport closest to the place of interment in the deceased's country of origin expressly designated in the particular conditions, when the insured's beneficiaries report on the undertaker's that will take charge of the mortal remains at the airport.

SANITAS will furthermore assume the costs of the transfer from the international airport to the place of interment in the deceased's country of origin, with a \$1,000 limit and always so long as the burial is more than 30 km from the international airport.

In the event of the insured's death, the provider appointed by SANITAS will also take charge of the transfer from the place of the insured's death in Spain to the international airport closest to the place of interment in the deceased's country of origin of a direct family member of the deceased whose habitual place of residence is in Spain (hereafter the escort).

SANITAS will also assume the cost of transferring the escort from the international airport to the place of interment in the deceased's country of origin with a \$1,000 limit so long as the burial is more than 30 km from the international airport.

The policy also covers the escort's return trip from the place of interment to his or her place of habitual residence in Spain (first-class train, economy-class scheduled airline or any other suitable form of transport). This guarantee will be provided so long as the return trip takes

place within a maximum of fifteen days from the date of death.

## **TERRITORIAL SPHERE**

The services apply in Spain  
**USE OF THE SERVICES**

To use the services under this supplementary cover, the insured must be up to date with his/her obligations, especially with regards premium payment, and the information must be included in a file which will be supplied to the provider at the start of the cover.

The SANITAS card clearly indicates a hotline number to make reverse-charge calls if needed, pursuant to the conditions of the present supplementary cover, and if any additional information is needed.

## **RISKS EXCLUDED**

- **Interment and ceremonial expenses are excluded from this cover.**
- **Transfers not previously communicated to the provider and for which the corresponding prior authorisation has not been obtained are generally excluded. The service provision will not proceed if this communication is not produced under the indicated terms. The transportation of organs, tissue, cells and by-products, embryos and fetuses is expressly excluded.**
- **Transfer is excluded if the insured's death occurs in a state of war, insurrection or similar conflict of any type or nature, even when not officially declared; and those cases where the transfer is to a country under the same conditions.**

## Clause III: Exclusions from cover

Healthcare arising from the risks indicated below is excluded from the cover of this policy, regardless of any other exclusion duly highlighted in the terms and conditions of this policy:

**A. All types of disease, injury, pain, constitutional or congenital defect, deformity, medical condition or situation existing prior to the registration date of each Insured party in the policy and/or those as a result of accidents or diseases and their consequences arising prior to the date of inclusion of each Insured party in the policy.**

The Policyholder, on his/her own behalf or that of the Insured parties, must include any type of injury, congenital condition, disease, diagnostic test, treatment and symptoms that may be considered the onset of a condition in the health questionnaire included in the insurance application. Where not indicated, any insured cover directly or indirectly relating to the declaration not made shall be excluded. SANITAS shall assess the information provided by the Policyholder as a basis to accept or reject the arrangement of the insurance or to accept it excluding certain insured cover.

**B. Healthcare relating to diseases, accidents, injuries, deformities or defects:**

- Arising as a consequence of international and civil wars, acts of terrorism in any form (chemical, biological, nuclear, etc.), revolutions and military manoeuvres, even in times of peace time, and officially declared epidemics.
- Directly or indirectly related to nuclear radiation or radioactive contamination and those resulting from officially declared catastrophes.

- Arising from working or professional accidents.
- Arising from the use of motor vehicles that are the purpose of the Automobile Compulsory Subscription Insurance.
- Those occurring whilst the insured is doing extreme sports as an amateur, for example aerial activities, high speed motor sports, scuba diving, off-piste skiing or ski jumping, bobsleigh, rock climbing, boxing, any type of wrestling, bull fighting and encierros, martial arts, rugby, quad biking, caving, sailing or rafting activities, bungee jumping, hydrospeeding, canyoning, parachuting, paragliding, hot air ballooning, free flying, gliding, horse riding and any other activity with a similar risk and those resulting from sports competitions, including training sessions.

**C. Healthcare provided at Social Security clinics or services or those integrated in the National Health System. Cross-border healthcare is also excluded.**

**D. Hospitalisation for problems of a social nature.**

**E. Health care and/or inpatient treatment provided to the Insured by persons that are related with the Policyholder or with the Insured by conjugal relationship or kinship until the fourth grade of consanguinity or affinity, inclusive.**

**F. Healthcare derived from chronic alcoholism, drug addiction, intoxication due to the abuse of alcohol, psychotropic drugs, narcotics or hallucinogens, attempted suicide and self-harm, diseases or accidents due to negligence or gross negligence of the Insured, infection by Human Immunodeficiency Virus, AIDS and related diseases.**

**G. All diagnostic, surgical or therapeutic methods, procedures or techniques that appear after the date of taking out the policy except where SANITAS, in**

compliance with art 126.2 of Royal Decree 1060/2015 of 20 November on the Organisation, Supervision and Solvency of Insurance and Reinsurance Companies has communicated to the Policyholder in writing that they have been included in the insured covers under the terms and within the limits established in said communication.

Also excluded are any therapeutic method, surgical technique or diagnostic test performed within a clinical trial or not used in regular clinical practice due to lack of safety or efficacy, considering these to be those not approved by the European Medicines Agency and/or the Spanish Agency of Medicinal Products and Medical Devices, as well as by the health technology evaluation agencies of Spain's regional health services or national Ministry of Health. Also excluded from coverage are therapeutic methods, surgical techniques and diagnostic tests that have been clearly surpassed by other available ones.

#### H. Any type of service relating to:

- Conditions or treatments that are not covered or any other medical benefit with a direct relation to a treatment that was not done under the policy's insurance coverage for not being covered by it.
- Specific diagnosis and treatment, including surgery, aimed at addressing infertility in both sexes, except for the tests listed in the corresponding gynaecology and urology section (in vitro fertilization, artificial insemination, etc.), or impotence and erectile dysfunction, including sex change surgery.
- Voluntary interruption of pregnancy.
- Transplants of organs, tissues, cells or cells components, except autologous transplant of both bone marrow and progenitor cells of peripheral blood due to haematologic lineage tumours and cornea transplant.

- Any surgical procedure on unborn babies.
- Any surgical technique using robotic surgery equipment.
- Genetic map determinations to ascertain the predisposition of the Insured or their ancestors or present or future descendants to all diseases related to genetic disorders. Except for the determination of BCRA1 and BCRA2 and genetic tests for breast cancer (ONCOTYPE, MAMMAPRINT and PROSIGNA) under the conditions detailed in previous sections. Fluid biopsy type genetic mapping of tumours and pharmacogenetics are also expressly excluded.
- Prostheses and implantable materials except those mentioned in the corresponding paragraph of these General Terms and Conditions. Any external prosthesis, customised prosthesis, any orthopedic material, external fixing materials, synthetic or biological materials, grafts, aortic endoprostheses in scheduled operations, valved ducts, except those associated with aortic valve replacement surgery, implantable pumps for the infusion of medicaments, medullary stimulating electrodes, defibrillators and artificial heart, and others.
- Operations, infiltrations and treatments, as well as any other action that is purely for questions of appearance or of a cosmetic nature. In terms of breast surgery, only those caused by tumour disease are included, the following being expressly excluded: prophylactic operations, except those that meet the criteria detailed in the breast cancer section; and those performed to correct breast hypertrophy and/or gynecomastia. Any kind of disorder or complication which may occur subsequently and which is directly and/or mainly caused by the Insured's undergoing an operation, infiltration or treatment of a purely aesthetic or cosmetic nature are also expressly excluded.

- **Treatment with platelet- or growth-factor-rich plasma.**

- **Hyaluronic acid, whether sold as a medicine or health product.**

- **Educational therapy in all its forms, such as language education in processes unrelated to organic disease or special education in patients with mental illness.**

- **General medical examinations for preventive purposes, except the cover mentioned in these General Terms and Conditions.**

- **Alternative medicine, naturopathy, homeopathy, acupuncture, mesotherapy, hydrotherapy, pressotherapy, ozone therapy, etc.**

- **Services or techniques that merely consist of leisure, rest, comfort or sporting activities, similarly treatments at spas and health farms.**

- **Orthosis, orthopaedic products, anatomical products, glasses, contact lenses, hearing devices, and others.**

- **All treatments with hyperbaric chamber are excluded.**

- **Any radiofrequency treatment at musculoskeletal level, except vertebrae.**

**I. All surgical techniques or therapeutic procedures using laser, except:**

- **Ophthalmic photocoagulation exclusively for ischaemic retinopathies, macular oedema, glaucoma and peripheral retinal lesions (holes or tears).**

- **Corneal cross-linking for keratoconus treatment.**

- **Haemorrhoid treatments.**

- **Clinical (not cosmetic) peripheral vascular surgery.**

- **Ear, nose and throat CO2 laser.**

- **In musculoskeletal physiotherapy.**

- **Laser endourethral and vesical lithotripsy.**

- **Laser vaporization and enucleation of the prostate**

**J. Travel expenses except those covered in the ambulance section of these General Terms and Conditions.**

**K. Any kind of refractive surgery (for myopia, hypermetropia and astigmatism) is excluded.**

**L. The following human medicines:**

- **Any type of medication administered to the insured outside of hospitalisation, except for chemotherapy administered via parenteral by a healthcare professional and via bladder instillation in the case of MITOMICINA and BCG under outpatient care or without hospitalisation; and medication in home respiratory therapies that are expressly included in the insured cover.**

- **Medicinal products not on the market in Spain.**

- **The following special medicines:**

- **Vaccines/autogenous vaccines and other biological medicinal products**
- **Medicines of human origin**
- **Advanced therapy medicinal products (gene and cell)**
- **Medicinal plant products**
- **Homeopathic medicinal products**
- **OTC products**

**All pharmacokinetic studies are excluded.**

**M. Water birth, homebirth and alternative childbirth techniques are expressly excluded.**

**N. Bariatric surgery is excluded in obesity and metabolic surgery is excluded in diabetes.**

**Ñ Radiosurgery is excluded.**

**O. Parkinson surgery is excluded.**

**P. Epilepsy surgery is excluded.**

## Clause IV: Qualification periods

All benefits which under this policy are assumed by the Insurer, on the basis of the approved medical network, will be provided from the time this contract becomes effective. **HOWEVER, THE FOREGOING GENERAL PRINCIPLE DOES NOT APPLY TO MEDICAL, SURGICAL AND/OR HOSPITAL HEALTHCARE IN THE EVENTS DETAILED BELOW, TO WHICH SHALL APPLY THE SPECIFIED QUALIFICATION PERIODS:**

Qualification Periods for the modality of Contracted Medical Network:

- **Vasectomy and tubular ligation:** 10 Months
- **Psychology:** 6 Months
- **Complex diagnosis tests:** 6 Months
- **The complex therapeutic methods as defined in the glossary:** 10 Months
- **Group 0 to II operations, as classified by the Spanish Medical Colleges Organisation:** 3 Months
- **Child delivery or caesarean except premature birth (less than 37 weeks):** 8 Months
- **Hospitalisation and group III to VIII operations, as classified by the Spanish Medical Colleges Organisation:** 10 Months

The above qualification periods do not apply to accidents or illnesses that are life-threatening, unexpected and diagnosed after the date the corresponding cover takes effect, provided the care is covered by the insurance policy. Including cases of premature childbirth (before 37 weeks).

## Clause V: Form of service provision

### 1. Through the contracted medical network

Care shall be provided according to healthcare regulations applicable, by professionals with sufficient qualifications for each specific service and belonging to the contracted medical network corresponding to this insurance product. Where one of the services included in the cover of this policy does not exist in the town where the Insured is located, it shall be provided in another region through the healthcare provider that the Insured chooses in each case.

On receiving applicable services, the Insured must present his/her SANITAS card. Also the Insured must show his/her National Identity Document, if such was required. Each time the Insured receives a service covered by this policy, he/she must pay, in the concept of participation in the cost of such service, the amount that is established in the Particular Terms and Conditions.

SANITAS must provide insured cover under the terms established in the policy and is not bound by the decisions that professionals may make, whether or not they belong to its medical network or are included in this insured cover.

The care may be provided in different ways, depending on the service to be given:

#### 1.1. Free access.

The Insured shall be able to attend freely in Spain the consulting rooms of consultants, general physicians and paediatrics, as well as the emergency centres that belong to the contracted medical network by SANITAS for this product. Please check your User Guide to Doctors and Services for those consultants for which you will need prescription/authorisation.

#### 1.2. Prior prescription for the performance of the service

Diagnosis tests, therapeutic methods, and certain care services will require, for their performance, written prescription by a physician belonging to SANITAS medical network.

Particularly, Psychology consultations must be prescribed by a Psychiatrist, General Practitioner, Oncologist or Paediatrician.

#### 1.3. Prior prescription and authorisation for the performance of the service.

As a general rule, for surgical operations, inpatient treatment and counselor professionals, prior express authorisation by SANITAS shall be needed, after the written prescription of the professionals belonging to SANITAS network. Such authorisation shall be also needed for certain therapeutic methods, diagnosis tests and other care services, whenever such is said in the General Terms and Conditions of the policy. The authorisation voucher shall not be valid if at the moment of receiving the service, the Insured is not fulfilling all the requirements established in the General Terms and Conditions of his/her policy to access to the full insured coverage relating to the service indicated in such authorisation voucher (i.e. no being current on payments of the premium, preexisting condition not declared, etc.).

#### 1.4. Prior authorisation for the service to be performed by expressly accredited professionals

Any laparoscopic or arthroscopic surgical procedures and those involving radiofrequency or laser techniques must be performed by professionals specifically arranged and accredited by SANITAS to perform this type of specific surgical technique.

#### 1.5. Prior authorisation and express designation of the physician

More particularly, for surgical procedures of great complexity, as indicated below: neurosurgery, heart surgery and backbone surgery, surgery requiring robotic equipment, assisted navigation equipment or any other restricted implementation technology, that are covered by this policy, SANITAS shall appoint



the healthcare centre and the professionals to perform the surgery in each individual case and prior to the specific surgical procedure.

#### 1.6. Services at the Insured's home.

SANITAS undertakes to provide home services in those localities where it has an arrangement for the provision of this service. **Any change of the Insured's home address must be reliably notified** with a minimum of eight days' notice before requiring any service.

Services provided in the Insured's home are those relating to the specialties of Family Medicine, Paediatric Medicine, Emergency Care, Nursing, Special Home Care, Ambulance and Respiratory Therapies. All of these require a doctor's prescription except Family Medicine and Paediatric Medicine. SANITAS reserves the right not to provide the service when in the doctor's opinion it is not necessary.

Particularly, treatments involving home-based respiratory therapies, must be prescribed by a pneumologist belonging to SANITAS network. In all chronic treatments, the Insured has to renew the pneumologist's prescription and the service authorisation by SANITAS **each month**.

#### 1.7. Care in case of temporary displacement to Cantabria and Navarra.

In case of temporary displacement of the Insured to the mentioned Autonomous Regions the service included in the coverage shall be performed through the medical network of the Entities expressly contracted by SANITAS for such performance. The Insured must present his/her SANITAS card in the Offices of the contracted Entities, accepting the administrative steps of these Entities.

#### 1.8. Emergencies

As specified in article 103 of the Insurance Contract Act, SANITAS provides the necessary care of an **emergency** nature in accordance with the policy Terms and Conditions and that in all cases shall be

provided through the resources designated by SANITAS, expressly indicated in the User Guide to Doctors and Services for this product.

In cases of **life-threatening emergency, wherever the Insured needs to be admitted to a centre not included in the medical network, SANITAS must be reliably informed** of this admission as soon as possible so that it can transfer the insured to a partner centre, provided his/her medical condition allows as such.

#### 1.9. Care in providers not recognised by SANITAS.

**Notwithstanding what is mentioned in the above paragraph for cases of life-threatening emergency, SANITAS shall not pay for the fees of professionals not belonging to its medical network, nor for the expenses of internment or services that such professionals could order. Also, SANITAS shall not pay, under the contracted medical network modality that is the object of insurance of this policy, for the expenses originated in private or public centres not contracted for this product, no matter who the prescribing or performing professional is.**

## 2. Video consultation

The Insured may access certain physicians and specialties from the partnered medical network to receive customised medical care via distance communication channels (video consultation).

#### 2.1. Description:

- The service shall be provided by specialist physicians selected by SANITAS from within the SANITAS partnered medical network.
- SANITAS will provide information at all times at [www.sanitas.es](http://www.sanitas.es) regarding the specialties and physicians who you can access via this form of distance communication medical consultation.

- This service shall always be provided after a previous appointment has been made and is not valid for emergency care, which shall be attended in SANITAS partner centres for due management.
- Subject to the availability of each specialist's schedule and opening hours. You can check these hours at Mi Sanitas.
- A service accompanied by the instant messaging functionality, during the video consultation and afterwards if the doctor considers it appropriate.
- The video consultation may involve exchanging medical documentation that can be filed in the Mi Sanitas Health File at [www.sanitas.es](http://www.sanitas.es).
- SANITAS has adopted the legally required technical resources to guarantee due confidentiality of information exchanged in this fashion.
- In order to guarantee said confidentiality, recording images and sound from the video consultation or attaching them to any type of capturing medium is strictly prohibited. The full or partial copying, reproduction, distribution, dissemination, making available to third parties or any other way of publicly communicating, transforming or modifying by any means, whether electronic or any other, the image or sound obtained or produced during the video consultation is also strictly prohibited, without the express written consent of the physician concerned or Sanitas S.A. de Hospitales. However, the physician may keep a copy of the video consultation for the purpose of storing it with the clinical documentation.
- The service shall be provided exclusively to those Insured who expressly appear as registered as such on the policy. Each Insured must book an appointment to receive the service. The video consultation must be customised for each Insured party.
- If the Insured is under 18 years of age, the video consultation may only be performed with the prior authorisation of the minor's legal representative.
- The Insured must have and shall be responsible for all technical (hardware and software) and distance communication means needed to guarantee the correct performance of the video consultation. SANITAS shall not be held responsible for any harm that may be caused due to failure of computer equipment, connections or shortfalls of these means on the part of the Insured.
- This form of consultation is simply to aid decision-making on the part of the physician and does not replace a face-to-face consultation or make it possible to diagnose diseases or prescribe diagnostic tests or medical treatments in cases where, in the doctor's opinion, the Insured must be present in the consulting room for a personal and direct assessment, including a physical examination of the Insured by the specialist. The results of the face-to-face consultation will always prevail over any assessments and criteria performed in the video consultation.
- Consultations performed by video consultation by professionals not expressly authorised by SANITAS to attend the Insured by video consultation are not covered, regardless of whether they belong to the SANITAS partnered medical network for this product or not.

## **2.2. Procedure:**

- The Insured must request this service via Mi Sanitas at [www.sanitas.es](http://www.sanitas.es) or via the mobile app.
- The Insured must connect the app in Mi Sanitas on the date and time of the appointment to establish contact with the doctor and begin the video consultation and follow any other instructions provided by SANITAS at all times.

## Clause VI: Other features of the insurance

### 1. Basis and loss of rights of the policy

**1.1.** The present agreement has been closed on the basis of the **declarations made by the Policyholder and the Insured in the health questionnaire included in the insurance application, where questions are made referring to the state of health of their health, profession, Insured's sport practices and in general those habits of life that can be of relevance for a correct assessment of the risk that is the object of the insurance by this policy being it essential that the Policyholder/Insured provides with complete truthful about the questions posed since these constitute the basis for the acceptance of the risk of the present agreement,** being the mentioned Insurance Application a constituent part of it.

**1.2.** The Policyholder's duty, before the conclusion of the contract, to declare SANITAS, according to the questionnaire it will submit all the circumstances known to him that might affect the valuation of risk. He is relieved of this obligation if SANITAS did not submit questionnaire or even when SANITAS did, there are circumstances that may influence the risk assessment and that are not included in it.

SANITAS may terminate the contract by declaration addressed to the Policyholder within a month, as of knowledge or inaccuracy of the Policyholder. They correspond to SANITAS except willful misconduct or gross negligence on its part, the premiums for the current period to the time to make this statement.

If the incident occurs before SANITAS makes the statement to which the preceding paragraph refers, the provision will be reduced proportionally to the difference between the agreed premium and that which would have applied had the true risk been known. If there was fraud or gross fault on the part of the Policyholder, the Insurer will be

released from payment of the benefit (Art. 10 of the Insurance Contract Act).

**1.3. Notwithstanding the foregoing, the Insured also loses the right to the guaranteed benefit, if the incident occurs before the premium has been paid (or, where applicable, a single premium) unless otherwise agreed (Art. 15 of the Insurance Contract Act).**

**1.4. The Policyholder can terminate the agreement when the medical network is changed,** providing the change affects to 50% of the consultants that are part of the national medical network of SANITAS, who will have available for the Insured, at all times, in SANITAS Offices, the complete and updated list of such consultants, for the Insured's information.

**1.5.** In the event of the Insured not stating his/her correct date of birth, SANITAS may only contest the policy if the Insured's true age exceeds the established limits for this when the policy comes into force.

**1.6. Remote subscription of Insurance:** As specified in Article 10 of the Distance Marketing of Financial Services Act 22/2007 of 11 July, the Policyholder shall have a term of fourteen calendar days to terminate the remote subscribed contract, without having to indicate any reasons and incurring in no type of penalty.

The term for exercising the right to termination shall begin on the date the Insured Contract is signed. However, where the Policyholder has not received the terms and conditions of the policy and the prior information note about the contracting of the Insurance policy, the term for exercising the right to terminate shall begin to count on the date on which said information note is received.

### 2. Duration of insurance

**2.1.** The Insurance Contract expiry date shall be established in its particular terms and conditions and, at its expiry, in accordance with Article 22 of the Insurance Contract Act, it shall be extended tacitly for periods of one year. Nevertheless, either of the parties may repudiate extension by giving the other party

due written notice not less than two (2) months before the date of expiration of the current period, if it is SANITAS that gives this notice and one month if it is the Policyholder who gives it.

**2.2. If the insurance policy is terminated unilaterally at the discretion of SANITAS, it may not suspend the provision of cover while the Insured is undergoing hospital treatment,** until discharge, unless the Insured waives to continue the treatment.

If the insurance policy is terminated by the Insured, the covers will cease to have effect on the expiry date specified in the Particular Terms and Conditions of the policy, and the provisions of the preceding paragraph will not apply. Therefore, if the Insured is receiving some kind of insured benefit at the time the policy expires, the cover insured by SANITAS shall cease on said expiration date and it will not be obliged to pay for any cost as of said date, even those arising from a claim occurring during Insurance validity unless the policy is terminated due to fraud or gross negligence on the part of the insured.

**2.3. With regards to each Insured person, the insurance lapses due**

a) To death.

b) Transfer of residence abroad or not residing a minimum of six (6) months in national territory. The premium shall correspond to SANITAS until the date on which the Insured communicates and credits such circumstance.

**2.4. Persons under 14 years of age** can only be included in the insurance if the persons that hold their custody or guardianship are also insured, unless the parties agree otherwise.

### 3. Insurance premiums

**3.1. The Insurance Policyholder must pay the premium when the contract is accepted. The arranged covers shall not take effect until the first premium has been paid.**

**3.2. The first premium shall be requested once the contract has been signed. Successive premiums shall be requested on their respective due dates.**

3.3. The Policyholder can apply for the division of the payment of the annual premiums in biannual, quarterly or monthly periods.

**In these cases, the corresponding surcharge shall be applied. The division of the premium does not exempt the Policyholder of his/her obligation to pay the complete annual premium.**

**3.4. If, due to the Policyholder's fault, the first premium is not paid, SANITAS** is entitled to terminate the contract or legally demand payment based on the Policy. Where payment is not received before the claim arises, SANITAS shall be freed from its obligation, except where otherwise agreed and duly indicated in the Particular Terms and Conditions of the policy.

**In the event of non-payment of the second or successive premiums or their divisions, SANITAS coverage shall be suspended one month after the due date of the premium.**

Where SANITAS does not claim payment within the six months following said due date, the contract shall be considered terminated.

If the contract is not terminated or discharged according to the above mentioned conditions, the cover shall once again become effective twenty-four hours following the day on which the Policyholder pays the premium or, where applicable, suitable part payments thereof.

The Policyholder shall lose any agreed right to pay part of the premium in the case of non-payment of any receipt and shall, from that moment, be required to pay the full premium agreed to for the remaining Insurance period.

For premiums paid in installments, in the event of a claim, SANITAS may deduct from the amount payable or reimbursable to the Policyholder or Insured any premium installments for the current annual period not yet collected by SANITAS.

**3.5.** Where the parties stipulate the application of co-payments for certain benefits insured by this policy, the amounts corresponding to said co-payments shall be specifically established in the Particular Terms and Conditions of the policy. Their amount shall be established each year by SANITAS. The provisions of this Clause in the event of non-payment of the second or successive premiums or part payments thereof shall apply in the case of non-payment of the amount of co-payment.

**3.6.** Except where otherwise specified in the Particular Terms and Conditions, the place of payment of the premium and co-payments, where applicable, shall be as indicated in the bank debit account order form.

To this end, the Policyholder shall provide SANITAS with the details of his/her bank account where the payment of the receipts for this Insurance are to be debited and shall authorise the bank to pay them.

**3.7. SANITAS is only bound by the invoices issued by the Management or by its legally authorised representatives.**

**3.8.** The Insurer may modify the premium and the amount of participation of the Insured in the cost of services with each renewal of the Contract. This review is based on technical-actuarial criteria made and based on the variation in the cost of healthcare services, the type, the frequency of use of the benefits covered and the inclusion of technological medical innovations that were not covered on the initial effective date of the policy.

The premiums to be paid by the Policyholder will vary according to the age achieved by each of the Insured, the geographical zone corresponding to the place of performance of the services, the tariffs established by SANITAS on the date of renewal of each

policy being applicable. Such variation of premiums shall be communicated in writing by SANITAS to the Policyholder with at least two months' notice with respect to the renewal date.

**3.9.** The Policyholder, after receiving notification from SANITAS about the **variation to the premium for the next year can choose to accept the Insurance Contract renewal for the premium proposed by the Insurer or terminate it when the Insurance term in progress ends, in the latter case notifying SANITAS in writing, at least one month before the expiry date, of your wish to terminate it.**

**3.10.** Payment of the amount of the premium made by the Policyholder to the insurance broker shall not be considered as made to SANITAS, unless the broker provides the Policyholder with the aforesaid Insurer's premium invoice in return.

## 4. Registering newborns

Newborn children can be included in the policy with all its rights since their date of birth if the care provided to the mother whilst the child delivery has been provided by SANITAS within the coverage of the mother's policy and if the inclusion of the father as an insured in the policy has taken place at least 240 days prior to the child delivery. For this to be effective, the Policyholder must communicate to SANITAS such circumstance within the 30 natural days following the date of birth, by means of completing an Insurance Application.

In any case, **SANITAS will only cover the newborn's healthcare when and if he/she is included as Insured in SANITAS.** If the inclusion of the newborn is communicated once the term mentioned above has elapsed or without fulfilling all the requirements indicated in the paragraph above this, SANITAS by virtue of the information provided by the Policyholder in the Insurance Application can deny the inclusion of the newborn as Insured member.

## 5. Provision of reports

The Policyholder and Insured must provide SANITAS, whenever expressly required so to do, medical reports and/or providers cost estimates enabling the Insurer to determine whether the requested care is covered by the policy. SANITAS is under no obligation to cover the requested care unless and until it is supplied with such reports and cost estimates if the Insured is expressly required to supply them.

## 6. Complaints

### 6.1. Complaints control and procedure

a) Supervision of the business activity of SANITAS lies with the Spanish State and is exercised through the Directorate General for Insurance and Pension Funds of the Ministry of Economy and Business.

b) In case of any type of complaint in relation to the Insurance Policy, for the settlement thereof the Policyholder, Insured, Beneficiary, Aggrieved Third Party or Successor of any of these should proceed to address:

**1. SANITAS Complaints Management Department**, by means of a signed written complaint with the claimant's National Identification Document or a document accrediting their identity, addressed to **calle Ribera del Loira Nº 52 (28042 Madrid) or fax to 91 585 24 68 or to the email address reclamaciones@sanitas.es**, which will acknowledge receipt in writing and issue a reasoned written decision **within the statutory deadline of two months** from the date of filing the complaint, so long as it meets all the requirements sought, pursuant to Order ECO /734/2004, of 11 March, on the customer care departments and services of financial entities and the Customer Protection Regulation available at your disposal in our offices.

2. Once this internal process has been exhausted or in the event of disagreement with the decision of SANITAS, a signed written complaint, with the claimant's National Identification Document or a document

accrediting their identity, may be lodged with **Complaints Service of the Directorate General for Insurance and Pension Funds, on paper or electronically with a digital signature, via its website**. Accordingly, the claimant must prove that the established period for the settlement of the complaint by the SANITAS Complaints Management Department has expired or that the complaint has been denied leave to proceed or has been dismissed.

3. Please be informed that SANITAS is not bound by any consumer arbitration board. The insured may initiate administrative and legal proceedings as set down in the complaints procedure described in the General Terms and Conditions of their policy.

4. In any case, action may be brought before the relevant Courts.

6.2. Actions in connection to this Insurance Agreement shall be subject to a five-year time limit (Article 23 of the Insurance Act).

## 7. Other important legal points

### 7.1. Subrogation

Once payment of the covered benefit has been assumed, SANITAS may exercise the rights and actions corresponding to the Insured due to the claim caused with regards to the persons responsible for it, up to the limit of compensation paid.

The Insured must sign the necessary documents for subrogation in favour of SANITAS.

### 7.2. Notifications

**7.2.1. Notifications to SANITAS** on the part of the Policyholder, the Insured or Beneficiary **shall be sent to the Insurer's registered office as stated in the policy.**

**7.2.2.** The policyholder accepts the full validity and effectiveness of any notification sent by SANITAS to the policyholder's physical or email address or to the telephone number they provided in the insurance application

form, until notification of any change to this information is received.

The policyholder authorises SANITAS to use their mobile phone number and email address to send notifications, information associated to their policy, such as the annual review of the premium, changes to the insurance contract, etc.

## 8. Data Protection clause

### 8.1 Personal data controller

SANITAS, SOCIEDAD ANONIMA DE SEGUROS, whose registered address is C/ Ribera delLoira, 52, 28042, Madrid, (hereinafter, "**Sanitas**").

### 8.2 Personal data processing

Personal data, including data referring to identification and health (hereinafter, "Personal Data"), provided through insurance applications and during the term of the contract will be processed. Personal data is confidential and appropriately protected.

The Applicant, Policyholder and the Insured Party undertake that the information relating to the Policyholder and the Insured Party(ies) provided to Sanitas is true and no information has been omitted on each Insured Parties' state of health.

### 8.3 The purpose for which their Personal Data is processed

(a) Formalising, developing, and implementing the insurance contract. Processing Personal Data is necessary for formalising the contract between the Policyholder/Insured Party and Sanitas, as well as for the maintenance, development and execution of the contractual relationship. Sanitas will therefore process the Policyholder's/Insured Party's Personal Data in order, among other reasons, to assess, select and price the risks associated with insurance, manage the relationship with them, manage the policy,

etc. Furthermore, it may, in certain cases make automated decisions based only on the analytical procedures carried out to improve the service provided which is the aim of their contract with Sanitas. During execution of the contract Sanitas will process their Personal Data to assess their financial solvency, carry out statistical or quality reviews or technical analyses, even conducting satisfaction surveys, as well as managing coinsurance/reinsurance where appropriate.

(b) Provision and coverage of the health care service covered by the insurance contract, being in a position to request and obtain information about their health from healthcare professionals. Sanitas will process the Policyholder's/Insured Party's Personal Data to provide the contracted services. This involves, among other things, making appropriate payment to healthcare providers or reimbursing health care costs to the Insured Party or their beneficiaries. To this end Personal Data may be reciprocally shared with and transmitted to the medical professionals providing the healthcare service, even asking and obtaining from the healthcare professionals information concerning their health to assess the cover and the appropriate payment for or reimbursement of the services provided. If they wish, as part of the service Sanitas places at the disposal of the Policyholder/Insured Party we have a "Health Folder" (accessible via "MiSanitas") so that they can apply to transfer to and file Personal Data (e.g. medical reports or diagnostic tests) generated by Sanitas health providers in a tool for the exclusive use of the Policyholder/Insured Party.

(c) Research for designing health care models covered by the insurance contract. Processing the Policyholder's/Insured Party's Personal Data is necessary in order for Sanitas to perform analysis allowing it to design healthcare models for the purpose of healthcare prevention for the Policyholder/Insured Party.

- (d) Offering and managing the insurance contract assistance and prevention programs. As a consequence of the analyses and profiling carried out, Sanitas will design healthcare models that it may offer to the Policyholder/Insured Party, taking into account their characteristics and specific needs. Sanitas therefore needs to process their Personal Data in order to be able to deliver and manage various healthcare models that are specifically suited to the Policyholder/Insured Party.
- (e) Providing the healthcare promotion service which is the purpose of the insurance contract. Sanitas needs to process the Policyholder's/Insured Party's Personal Data in order to design and refine specific healthcare management plans for each Policyholder/Insured Party. For this purpose, as result of processing the Policyholder's/Insured Party's Personal Data, Sanitas will draw up personalised healthcare plans and proactive follow-up programs to allow for the management of complex cases (such as serious illness or prolonged hospitalisations), provide assistance to chronic patients and also emergency care.
- (f) Managing access to and the use of the "Mi Sanitas" tool. Sanitas will process the Policyholder's/Insured Party's Personal Data in order to manage and provide access to "Mi Sanitas" (an insurance management portal), as well as ensuring its correct operation, either through the website or the app developed for this purpose. Sanitas, in the context of the use of "Mi Sanitas", will process their Personal Data in order to, among other things, offer health recommendations or place the Policyholder's/Insured Party's disposal receipts and refunds, manage their appointments, etc.
- (g) Providing the Sanitas video-consultation service. Sanitas will process the Policyholder's/Insured Party's Personal Data, and where appropriate, outsource it to third parties designated by the Policyholder/Insured Party, in order to provide a video consultation, chat or other service made available by Sanitas insofar as this service forms part of the Policyholder's/Insured Party's insurance service. In this way, through the programs and applications downloaded for that purpose, the Policyholder/Insured Party may contact medical personnel remotely and provide documentation in order to resolve any queries that may arise for the Policyholder/Insured Party in the context of the healthcare services provided by Sanitas.
- (h) Actuarial risk management. Sanitas will need to process the Policyholder's/Insured Party's Personal Data in order to carry out a statistical-actuarial analysis for the determination of associated risk as well as for assigning tariffs for customers' and potential customers' policies prior to the signing of the insurance contract or during the term of the latter, taking into account any new circumstances affecting the Insured Party or any changes to the actuarial grounds.
- (i) Compliance with any mandatory legal obligations corresponding to Sanitas. On certain occasions, Sanitas will need to process the Policyholder's/Insured Party's Personal Data to comply with certain legal obligations. Among other things, Sanitas will process Personal Data in order to comply with the obligations laid down in the legislation on insurance, tax laws and the existing Personal Data protection regulations.
- (j) Profiling. Sanitas processes the Policyholder's/Insured Party's Personal Data so that their experience with Sanitas can be as personalised as possible and so that Sanitas can continue customising it while performing the service covered by the insurance contract. To do this, Sanitas will conduct an analysis of their interests and needs in order to offer information tailored to the specific characteristics of each Policyholder/Insured Party, among other things. To conduct this analysis, in some cases, Sanitas may make decisions based solely on automated processing, including developing a profile. This means that



Sanitas may use automated analysis procedures to recognise their interests and needs based on the type of interaction the Policyholder/Insured Party may have with Sanitas and thus enable them to receive personalised information with advice and tips, among other things.

Likewise, any processing that Sanitas may carry out of the Policyholder's/Insured Party's Personal Data will be performed in order to improve the services that we offer, whereby Sanitas anticipates the Policyholder's/Insured Party's health requirements and the necessary increase in resources to provide personal services to them. Sanitas will carry out Personal Data processing for scientific research purposes with the ultimate aim of improving their health as much as possible.

(k) Profiling for offering new products and services. Sanitas will process the Policyholder's/Insured Party's general Personal Data in order to offer them new Sanitas products and services adapted to their needs and interests, improve such products and services, provide an enhanced response to their expectations and improve customer satisfaction levels.

(l) Sending commercial communications over any channel, including electronically. As described above, Sanitas will process the Policyholder's/Insured Party's Personal Data to provide them with tailor-made information and advice, taking into account their particular interests and needs for Sanitas's products and services. Thus, Sanitas will process the Policyholder's/Insured Party's Personal Data for sending commercial communications relating to financial products and services, insurance, health and social services and/or healthcare or welfare services by any means, including electronically on custom offerings responding to their interests. In addition, Sanitas may send them commercial communications by any means, including electronically, from third parties with whom Sanitas has cooperative links.

(m) Carry out Personal Data anonymisation and pseudonymisation procedures.

Occasionally, Sanitas may apply certain procedures to the Policyholder's/Insured Party's Personal Data either to make it impossible to find a relationship between an identified or identifiable natural person and the Personal Data processed or so that the aforesaid Personal Data cannot be attributed to a certain person without using additional information listed separately. These procedures will be applied for processing anonymised and pseudo-anonymised for scientific research or statistical analysis purposes.

(n) Transferring their Personal Data to Group Companies.

Sanitas may transfer the Policyholder's/Insured Party's Personal Data to Group Companies for sending commercial communications by any means, including electronically, as well as for scientific or statistical research purposes so that, among other things, Sanitas can anticipate the Policyholder's/Insured Party's healthcare requirements.

(o) Transferring Personal Data to third-party companies.

Sanitas may transfer the Insured Party's Personal Data to any other entity with which it has established cooperative links for the effectiveness of the contractual relationship with the Insured Party arising from risk reinsurance as well as for sending commercial information relating to products and financial services, insurance, social healthcare services and/or any others relating to health and/or well-being. In particular, the categories of recipients who will receive the Insured Party's Personal Data are identified in [www.sanitas.es/RGPD](http://www.sanitas.es/RGPD) (Sanitas Seguros) and these include other co/insurance and reinsurance entities, insurance brokers, entities with which a commercial link has been established, health professionals, medical centres and hospitals.

Sanitas may merely share the Policyholder's/Insured Party's identifying data with social networks with the aim of cross-checking them with the information

contained on the aforementioned social networks to understand the way in which the Applicant or Policyholder/Insured Party uses Sanitas's websites and applications, i.e., which pages and information they consult, and therefore provide them with personalised information regarding the companies of the Sanitas Group.

In addition, Sanitas may carry out other Personal Data processing activities, in which case the Applicant and/or Policyholder/Insured Party will receive the necessary information in relation to this processing and Sanitas will request their consent if necessary.

#### **8.4 Legitimacy for processing the Policyholder's/Insured Party's Personal Data**

- The **legal basis** for processing data for purposes (a), (b), (c), (d), (e), (f) and (g) is **performing the service provision contract**.

- The **legal basis** for processing data for purposes (h) and (i) is the requirement to **fulfil a legal obligation applicable to Sanitas**.

- The **legal basis** for processing data for purposes (j), (l), (n) and (o) is the **consent** requested from the Applicant and/or Policyholder/Insured Party, without withdrawal of the latter affecting in any way the performance of the service provision contract.

- The **legal basis** for processing data for purpose (k) is **satisfying the legitimate interest** pursued by Sanitas to be able to anticipate the Policyholder's/Insured Party's needs and to offer the products and services best suited for the purpose.

- The **legal basis** for processing data for purpose (m) is **the need to process for scientific research or statistical purposes**.

The Policyholder is responsible for communicating to all the Insured Parties covered by the policy all the information contained in this clause on Personal Data processing so that together with the Policyholder themselves they can exercise the

rights described in the section "Policyholder's/Insured Party's rights".

Likewise, the Applicant/Policyholder declares that they are acting on their own behalf and those of the Insured Parties when they consent to the processing described in this clause. In addition, the Applicant/Policyholder declares that the Insured Parties understand and accept that they have provided or may provide their Personal Data to SANITAS, since SANITAS provides the Applicant/Policyholder with the identifying information about the Insured Parties' medical services covered by the policy, unless the Policyholder, releases SANITAS in writing from its legal duty to inform them, or this is requested by any of the Insured Parties.

#### **8.5 Personal Data conservation period**

Sanitas **will retain** the Policyholder and/or the Insured Party's Personal Data for the duration of the contractual relationship between Sanitas and the Policyholder and/or the Insured Party and, in any event, during the period that is necessary to formulate, exercise or defend potential claims, to comply with the obligations for the conservation of clinical documentation and/or in any case where the applicable law permits. Once this deadline has ended, Sanitas agrees to cease processing all Personal Data, as well as to properly block access to it. However, Personal Data may be retained for longer periods when it is necessary whenever it is processed exclusively for healthcare, medical, scientific research or statistical purposes.

#### **8.6 Accessing Personal Data**

The optimal service delivery offered by Sanitas may require that other **Sanitas third-party service** providers may access the Policyholder's/Insured Party's Personal Data as data processors. The Policyholder/Insured Party understands that some of these service providers are **in countries outside the European Economic Area or which do not offer security levels equivalent to those in Spain**. Such international transfers are made under the authorisation of the Director of the Spanish Data Protection Agency and/or are covered by contractual clauses complying

with appropriate security measures. International transfers can be checked using this link [www.sanitas.es/RGPD](http://www.sanitas.es/RGPD) (Sanitas Seguros). To obtain a copy of this documentation, please contact Sanitas using the contact details set out in paragraph "Policyholder's/Insured Party's rights".

In addition to the national or international access third-party providers may have to the Personal Data for which Sanitas is responsible in their capacity as data processors within the service provision framework, Sanitas **will transfer** Personal Data to other entities, as specified in paragraph III. -The purpose for which your Personal Data is processed.

In addition to the above, the Policyholder/Insured Party understands that Sanitas may transfer or communicate Personal Data to meet its obligations with public administrative bodies in cases in which it is required to do so in accordance with the legislation in force at any given time, and, where appropriate, also to other bodies such as state security and the judiciary.

Likewise, the Policyholder/Insured Party understands that Sanitas may request, require, and share personal and health data with professionals or health centres, hospitals and, on the other hand, entities with which it has a co/reinsurance or co-operative relationship. It is therefore understood that it will be necessary to reciprocally provide their Personal Data, for the purpose of managing reinsurance, coinsurance, comprehensive care program management, a better understanding and assessment of the risks to be covered, fraud prevention, the determination of healthcare, payments to healthcare providers or reimbursement to the Insured Party of health care expenses and in order to attend to claims filed by the Insured Parties themselves.

## 8.7 The Policyholder's/ Insured Party's rights

Sanitas informs the Policyholder/Insured Party about the possibility that they may exercise the rights of **access, rectification, objection, erasure, portability and limitation of**

**processing** as well as rejecting **automated processing** regarding the Personal Data collected by Sanitas.

These rights may be exercised free of charge by the Policyholder/Insured Party, and as the case may be, by any person representing them, by making a written and signed request, accompanied by a copy of their National ID or equivalent document accrediting their identity, to the following address: Calle Ribera del Loira no. 52, 28042, Madrid, Spain Att. Personal Data Protection Law insurance or through Mi Sanitas at <http://www.sanitas.es/misanitas/online/clientes/contacto/index.html>. Representatives must prove their powers of representation by a written document accompanied by copy of the National ID or equivalent document attesting to the identity of the represented party or any other supporting documentation set out in [www.sanitas.es/RGPD](http://www.sanitas.es/RGPD) (Sanitas insurance).

In addition to the above rights, the Policyholder/Insured Party will have the right to **withdraw any consent granted** at any time by following the procedure described above, without the aforesaid withdrawal of consent affecting the lawfulness of any processing prior to withdrawal of the latter. Sanitas may continue to process the Policyholder's/Insured Party's Personal Data insofar as permitted by applicable law.

Sanitas reminds the Policyholder/Insured Party that it has the right to **file a complaint with the relevant supervisory authorities**.

The Policyholder/Insured Party may contact the Sanitas Group Data Protection Representative (hereinafter, "DPR") via email [dpo@sanitas.es](mailto:dpo@sanitas.es) or at the postal address: Calle Ribera de la Loira 52, 28042 Madrid, Spain, for any query or requirement falling within the field of data protection.

## 8.8 Unsubscribing from the commercial communications service

As mentioned in the previous section, the Policyholder/Insured Party has the right at any time to revoke their consent for receiving commercial communications by notifying Sanitas that they do not wish to receive them.

To do this, the Policyholder/Insured Party may either revoke their consent as described in the previous section or click on the link provided in each commercial communication, thereby cancelling the sending of electronic advertising.

### 8.9 Minors

In General, Sanitas will only process the Personal Data of children under eighteen when their parents or legal guardians have given their consent to such processing, and it is necessary for the execution of the insurance contract or to comply with a legal obligation and/or to satisfy a legitimate interest of Sanitas.

However, in accordance with the regulations currently in force, those over the age of 14 (or the age which may be legally established for these effects) will have the right to access their own medical information and may exercise those rights recognised for them by law.

### 8.10 Amending the privacy policy

Sanitas may amend its privacy policy in accordance with the legislation applicable at any given time. At all events, the Policyholder/Insured Party will be duly notified of any amendment of the privacy policy, so they can be up to date with any processing changes affecting their Personal Data and, should the regulations require it, the Policyholder/Insured Party can consent to this.

## 9. Others

The Policyholder and/or Insured grant SANITAS their authorisation so that, **if considered necessary, it may record the telephone conversations** that take place in connection with this policy and use them in its quality control processes and, when applicable, as a means of evidence for any claim that might arise between both parties, but preserving the confidentiality of the conversations held in all circumstances.

The Policyholder and/or the Insured may ask SANITAS for a copy or written transcription of

the contents of the conversations recorded between both.

## 10. Jurisdiction

**The Court competent to hear actions arising from the insurance contract shall be the one corresponding to the Insured's address in Spain.**

Executed in duplicate in Madrid, 01 April 2020

For the Insured /  
Policyholder

For **SANITAS**



Iñaki Peralta  
Sanitas, S.A. de Seguros