

# YOUR 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 made and signed by the Policyholder or Insured before arranging the policy, which is used by SANITAS to assess the risk subject to insurance.

#### **FRAUDULENT INTENT**

Action or omission committed fraudulently or deceptively 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 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 his inclusion in the policy.

## **BENEFIT**

Implementation by SANITAS of the cover guaranteed 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.

## **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 / HEALTHCARE WITH HOSPITALISATION**

This is the care provided when admitted to a hospital, with a record of admission and the Insured remaining there as a patient for a minimum of 24 hours for medical treatment, diagnosis, surgery or therapy.

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

This is medical care, diagnosis, surgery or therapy provided in doctors' offices and/or in hospital that does not involve hospitalisation.

### **SOCIAL CARE**

All care that is not necessary, according to usual practical and compliant with good

medical practice, for the treatment of duly diagnosed pathologies.

## **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 ('ATS', 'DUE')**

Registered nurse or Technical Healthcare Assistant legally qualified and authorised to perform nursing.

## **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.

## **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**

Anatomic pieces or elements of any kind used to prevent or correct body deformities.

## **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.

## **NEWBORN**

The distinct stage of life comprising 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.

## **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 at the home appearing in the Policy at the Insured's request, by a general practitioner, paediatrician, or registered nurse, in those cases in which the Insured is not in a condition to attend the doctor's or registered nurse's surgery because of his/her disease.

## **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**

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.

## 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

### PRINCIPAL BENEFITS

**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

These include emergency healthcare provided in permanent emergency centres.

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 specialties

##### 3.1. Allergology

##### 3.2. Clinical Analysis

##### 3.2.1. Genetic Studies

Comprises only those necessary for diagnosis and/or prescription of treatment of affected and symptomatic patients.

##### 3.3. Anatomic Pathology

Includes the performance of therapeutic targets 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.

### 3.4. Anaesthesiology

### 3.5. Angiology and Vascular Surgery

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

### 3.6. Digestive System

The FibroScan diagnostic test is 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.**

### 3.7. Cardiology

### 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.

### 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

### 3.14. Chest Surgery

### 3.15. Dermatology

### 3.16. Endocrinology and Nutrition

### 3.17. Geriatrics

### 3.18. Haematology and Haemotherapy

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

### 3.19. Internal Medicine

### 3.20. Nuclear Medicine

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

PET and PET/CT are covered **only for indications authorised by the Spanish Agency for Medicinal Products and Medical Devices (AEMPS) on the technical data sheet using the drug 18-fludeoxyglucose (18 FDG).** Such indications are precisely the following:

#### A) Oncology Diagnosis:

- Characterisation of solitary pulmonary nodule.
- Detection of a tumour of unknown origin evidenced, for example by cervical gland illness, liver or bone metastasis.
- Characterisation of a pancreatic mass.

#### B) Staging:

- Head and neck tumours, including assisted guided biopsy.
- Primary lung cancer.
- Locally advanced breast cancer.
- Cancer of the oesophagus.
- Pancreas carcinoma.
- Colorectal cancer, especially in recurrent cases
- Malignant lymphoma
- Malignant melanoma, with Breslow higher than 1.5 mm or metastasis in lymph nodes in the initial diagnosis.

#### C) Monitoring of treatment response:

- Malignant lymphoma
- Head and neck tumours

#### D) Detection in case of reasonable suspicion of recurrence:

- Highly malignant gliomas (III) or (IV)
- Head and neck tumours
- Thyroid cancer (non medullary): patients with increase of the serum levels of thyroglobulin and body tracking with negative radioactive iodine.
- Primary lung cancer
- Breast cancer
- Pancreas carcinoma
- Colorectal cancer
- Ovarian cancer
- Malignant lymphoma
- Malignant melanoma

#### E) Neurology:

- Location of epileptogenic foci in the pre-surgery assessment in the temporary epilepsy.

#### 3.21. Nephrology

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

#### 3.22. Pneumology

#### 3.23. Neurosurgery

Includes surgery with surgical navigation assistance and Intraoperative Electro-physiological Monitoring.

#### 3.24. Clinical Neurophysiology

#### 3.25. Neurology

#### 3.26. Obstetrics and Gynaecology

Includes laparoscopic gynaecological surgery and study and basic diagnosis of infertility and sterility.

It also includes family planning, tubal ligation, IUD implantation (**the IUD is paid by the Insured**), and follow up of treatment with anovulatorys.

The following genetic tests are included: karyotype, factor V Leiden and prothrombin gene mutation 20210. **Any other genetic test other than those mentioned shall be excluded.**

#### 3.26.1. 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.**

#### 3.26.2. 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 and cornea transplant surgery. The transplantable cornea is paid for by SANITAS.

#### 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 Spanish market and only if these products are used according to the instructions of the summary of product characteristics and administered parenterally, in as many cycles as required.**

### 3.29. Ear, Nose and Throat

Includes laser surgery and radiofrequency surgery.

### 3.30. Psychiatry

The admission as psychiatric in-patient **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.

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.**

**Assessment of the stenosis after implantation of a coronary stent and the calcium score are excluded.**

### 3.32. Radiotherapy

### 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 vasectomy, the study and basic diagnosis of infertility and sterility and urinary tract lithotripsy.

**Prostate interventions by any laser technique are excluded.**

## 4. Other care services

### 4.1. Ambulance

This service shall be performed by land. The present benefit only includes transfers from the place where the Insured is to the hospital where the care covered by this policy will be provided and from this hospital to the Insured's home. It includes also intra-hospital transfers when the hospitals are located in

different provinces when the care resources in the province of residence of the Insured are not enough to assist him/her.

**This benefit does not include any transfer required for physiotherapy treatments, for conducting diagnostic tests or for outpatient attendance to consulting rooms.**

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

This shall be performed by the care teams designated by SANITAS, providing there is the possibility of contracting the service, when the condition of the patient requires special care but does not require hospital admission.

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

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

#### **4.4. Physiotherapy**

This covers musculoskeletal physiotherapy on an outpatient basis, **exclusively for complaints originating in the musculoskeletal system** providing it is not a chronic or degenerative process, and is only covered until the patient has achieved the greatest functional recovery possible in the opinion of his/her rehabilitating physician. Also includes lymphatic drainage following a cancer process.

It also includes the musculoskeletal physiotherapy as inpatient, **secondary to orthopaedic surgery and heart rehabilitation under a hospital admission system following surgery with extra-corporeal circulation.**

Neurologic rehabilitation, pelvic floor rehabilitation and heart rehabilitation as outpatient are excluded, as well as those that are performed with robotic equipment.

#### **4.5. Speech and Language Therapy**

It is included only when related with organic processes, **to a maximum of 6 months a year per Insured.**

**Rehabilitation therapy and speech rehabilitation are included for conditions caused by stroke.**

#### **4.6. Podiatry (Chiropody exclusively)**

**Limited to a maximum of 6 sessions per Insured and insurance annuity.**

#### **4.7. Prostheses**

Only covers internal **prostheses and internal implantable materials expressly listed below, up to the insurance ceilings stipulated, as the case may be**, in the Particular Terms and Conditions of this policy.

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

**1. Ophthalmology:** Monofocal intraocular lens for cataract surgery.

**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: stent, peripheral or coronary by-pass, medicalised or non-medicalised, **with exclusion of those used in aorta in any of its stages and the aortic valved ducts, heart valves with exclusion of aortic valved ducts and any other that require implantation via percutaneous or transapical; pacers with exclusion of any type of defibrillator and the artificial heart; coils and/or embolization materials.**

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

**5. Other surgical materials:** abdominal meshes, except those used as ceiling systems in laparoscopic surgery; urological suspension systems; cerebrospinal (hydrocephalus) fluid shunts; breast prostheses and expanders, exclusively in the breast affected by prior tumour surgery.

**6. Bone fixing materials in cranial and/or maxillofacial surgery**

#### **4.8. 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.

#### **4.9. Psychology**

Includes individual psychological care prescribed by Psychiatrists, General Practitioners, Paediatricians and Medical Oncologists. 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.**

**Cover excludes psychoanalysis, psychoanalytic therapy, hypnosis, narcolepsy and psychosocial and neuropsychiatric rehabilitation services.**

#### **4.10. 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.**

b) Generation of positive airway pressure to treat sleep disorders.

c) Aerosol therapy and Ventilation therapy.

## **5. Hospital admission**

Includes any type of hospitalisation (medical, psychiatric, paediatric, in ICU, surgery, obstetric) in a clinic or hospital.

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 (including surgery and drug costs, **except cytostatic drugs that are not authorised for sale in Spain**) and accommodation with the upkeep of the patient, included in the cover of the policy.

## **6. Early detection of disease**

This includes the medical consultation, physical examination and basic diagnostic tests prescribed by the corresponding consultant for the early diagnosis of the following diseases:

**6.1. Digestive System:** early diagnosis of cancer of the oesophagus, stomach and colon-rectum.

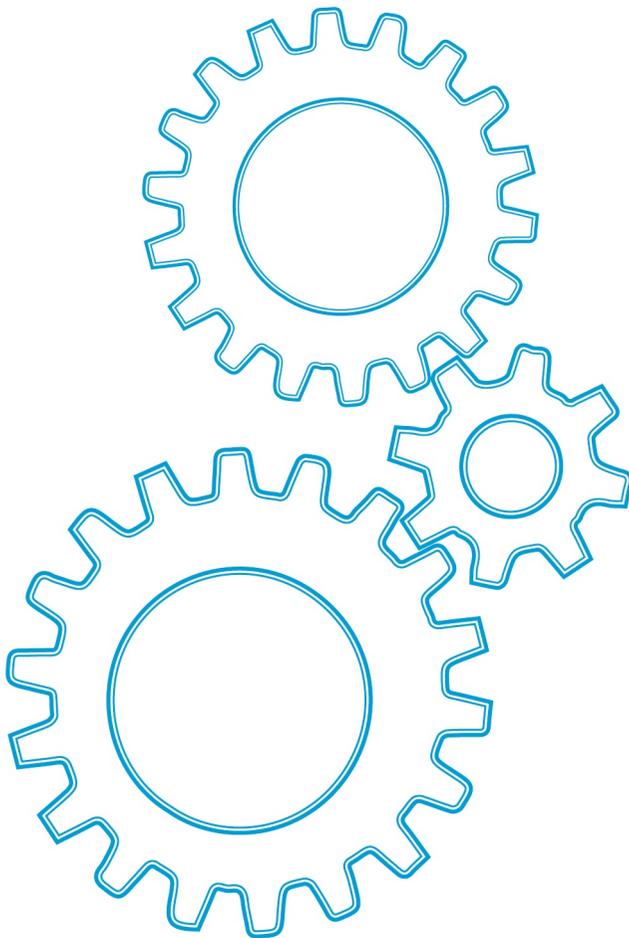
**6.2. Cardiology:** early diagnosis of heart risk.

**6.3. Pneumology:** early diagnosis of lung cancer.

**6.4. Obstetrics and Gynaecology:** early diagnosis of breast cancer, cervical cancer and ovarian cancer.

**6.5. Urology:** early diagnosis of prostate and bladder cancer.

# ADDITIONAL COVERAGES OF YOUR INSURANCE



## Second medical opinion

This cover includes a second opinion on medical diagnosis or treatment in the event of serious chronic diseases, requiring scheduled care, which course requires exceptional diagnostic or therapeutic measures and/or whereof the life prognosis is seriously compromised. Such a second opinion shall be issued by leading consultants, healthcare centres, physicians or academics in any country in the world, designated by SANITAS

To use this service, the Insured shall send the clinical dossier comprising written medical information, X-rays or other image diagnoses performed, excluding dispatch of any biological or synthetic materials. SANITAS shall confidentially send this dossier to the corresponding specialist or centre, according to the disease in question.

When the process finishes, a report about the second medical opinion shall be sent to the Insured, including:

- Summary of his/her clinical history
- Opinion of the leading experts consulted
- Curriculum de of these leading experts.

Throughout this process, the Insured shall be accompanied by a consultant physician, responsible for the management of the case and for assessing the patient at all times.

## Sanitas Dental 21

### 1. Services included in your policy

For this type of service the Insured does not need to pay the dentist any amount.

The services covered shall only be provided by the medical professionals included in the list of dentists in the medical network corresponding to this policy.

This care shall only be provided at the dentist's surgery, specifically excluding care outside of it.

The services and treatments listed below are covered:

#### PREVENTIVE DENTISTRY

- General dentistry consultation: examination and diagnosis
- Oral cleansing
- Consultation in case of emergency

#### ORAL SURGERY

##### *Extractions*

- Single extraction
- Extraction of impacted tooth (not third molar) plus dental cysts \*
- Extraction of non-impacted third molar (wisdom tooth) \*
- Extraction of impacted third molar (wisdom tooth) plus dental cysts \*
- Extraction of root remains
- Extraction by odontosection
- Post-operative check-up (includes removal of stitches)

#### PAEDIATRIC DENTISTRY (under 15 years of age)

- Consultation
- Buccodental education
- Intraoral X-rays
- Oral cleansing
- Extraction of deciduous tooth

#### PROSTHESES

- Occlusal analysis

#### PERIODONTICS

- Periodontal X-ray series

#### ORTHODONTICS

- First orthodontic consultation
- Radiological study for orthodontics

##### *Supplementary treatments*

- 1st replacement metal brackets
- 1st replacement of ceramic brackets
- 1st replacement of sapphire brackets
- 1st replacement of self-binding brackets
- 1st replacement of cosmetic self-binding brackets
- Oral protector for orthodontics (for treatments performed at the same clinic)

## DENTAL IMPLANTS

- Implantology maintenance for treatments covered under Milenium

## RADIOLOGY

- Periapical/bite-wing/occlusal
- Lateral skull X-ray
- Orthopantomography (panoramic)
- Cephalometry
- Photographs or slides
- Computerised axial tomography (dental CT).
- Radiological study for orthodontics

## TEMPOROMANDIBULAR JOINT PATHOLOGY

- Occlusal analysis

## EMERGENCIES

In emergency cases, the policyholder should go to the permanent emergency centres set out in the Practical Guide.

## 2. Services with a deductible payable by the Insured

The Insurer must agree to the relevant prescription and deductible given by the dentist, and the Insured shall pay directly this deductible to the dentist corresponding to the cost of the service requested.

The Insured shall bear the cost of services in accordance with the scale of deductible amounts in force at the time of service provision.

If there is any change to the deductibles to be paid by the Insured, Sanitas shall notify the new amounts to the Insured two months in advance of the date of effect. Payment of the premium shall imply acceptance of such changes.

The deductible amounts of these services are indicated in the Particular Conditions of the Policy, such deductible amounts shall be charged to the Insured. These services are:

## PREVENTIVE DENTISTRY

- Topical fluoride treatments
- Treatment for dental sensitivity
- Fissure sealer

## ORAL SURGERY

### *Minor surgery*

- Frenectomy (lingual or labial frenulum)
- Removal of small mucosal cysts
- Removal or extraction of dental cyst
- Drainage of gingival abscess
- Apicectomy

### *Preprosthetic surgery*

- Vestibuloplasty (per quadrant)
- Alveolar regularization (per quadrant)
- Removal of torus (per quadrant)

### *Orthodontic surgery*

- Orthodontic fenestration (per tooth)

## CONSERVATIVE DENTISTRY

- Filling
- Reconstruction
- Direct pulp coating
- Indirect pulp coating
- Provisional filling

## ENDODONTICS

- Consultation for symptom treatment (opening, instrumentation, and drainage)
- Root-end filling material (MTA)
- Monoradicular endodontics
- Biradicular endodontics
- Polyradicular endodontics
- Fibreglass or carbon post
- Monoradicular re-endodontics
- Biradicular re-endodontics
- Polyradicular re-endodontics

## COSMETIC DENTISTRY

### *Whitening*

- At-home custom tray tooth whitening (per treatment)
- Dental bleaching by photoactivation (per treatment)
- Dental bleaching by photoactivation (per tooth and session)
- Combined dental bleaching photoactivation plus brace (per treatment)

### *Front tooth cosmetic reconstruction*

- Porcelain facing
- Injected facing
- Zirconia facing
- Composite facing
- Reconstruction composite facing (per tooth)
- Intraoral repair of porcelain (per tooth)

## PAEDIATRIC DENTISTRY (under 15 years of age)

- Topical fluoride treatments

- Filling in deciduous tooth
- Fissure sealer
- Pulpotomy without reconstruction
- Pulpectomy without reconstruction
- Preformed metallic crown
- Apical formation (full treatment)
- Fixed space maintainer
- Removable space maintainer
- Bridge/crown/space maintainer removal (per tooth)
- Guided occlusion or occlusal pad (per tooth)
- Oral screen
- Tooth reimplantation

## PROSTHESES

- Assembly and study of semi-adjustable articulator
- Selective carving
- Diagnostic polishing (per tooth)

### *Fixed prostheses*

- Bridge/crown/space maintainer removal (per tooth)
- Inlay
- Provisional resin crown
- Bridge crown or unit on tooth
- Cosmetic bridge crown or unit over tooth
- Precious material supplement
- Monoradicular cast stump
- Multiradicular cast stump
- Maryland support (unit)
- Attaches
- Recementation

### *Removable prosthesis*

- Removable acrylic (1 to 3 teeth)
- Removable acrylic (4 to 6 teeth)
- Removable acrylic (more than 6 teeth)
- Hypoallergenic resin supplement (per arch)
- Repair
- Repair (rebase) (per appliance)
- Repair (addition of retainer)
- Metal reinforcement
- Repair (add piece to acrylic removable)
- Provisional complete (one arch, upper or lower)
- Definitive complete with metal reinforcement
- Skeletal (per tooth)
- Skeletal (base structure)
- Flexible removable (from 1 to 3 teeth) (Flexite, Valplast, others)
- Flexible removable (from 4 to 6 teeth) (Flexite, Valplast, others)

- Flexible removable (more than 6 teeth) (Flexite, Valplast, others)
- Ceramic shoulder or neck (per tooth)

## PERIODONTICS

- Periodontal examination (periodontal X-rays) (per arch)
- Radicular scraping and smoothing (per tooth) (curettage)
- Radicular scraping and smoothing (per quadrant) (curettage)
- Periodontal bracing (per tooth)
- Gingivectomy (per quadrant)
- Flap surgery (per tooth)
- Biomaterial regeneration (per 0.5g unit)
- Membrane (unit)
- Crown lengthening
- Apical replacement flap (per quadrant)
- Graft free gum
- Connective gum graft
- Periodontal maintenance

## ORTHODONTICS

- Study and diagnosis for personalized treatment planning

### *Treatment with fixed appliances with metal brackets*

- Treatment one arch
- Treatment both arches

### *Treatment with fixed appliances with ceramic brackets*

- Treatment one arch
- Treatment both arches

### *Treatment with fixed appliances with sapphire brackets*

- Treatment one arch
- Treatment both arches

### *Treatment using fixed appliances with self-binding brackets*

- Treatment one arch
- Treatment both arches

### *Treatment with fixed appliances with cosmetic partially ceramic self-binding brackets technique*

- Treatment one arch
- Treatment both arches

### *Treatment with fixed appliances with cosmetic totally ceramic self-binding brackets technique*

- Treatment one arch

- Treatment both arches

#### *Treatment with removable appliances with invisible technique*

- Treatment both arches under 12 months
- Treatment both arches over 12 months

#### *Treatment with fixed or removable appliances with interceptive treatment with fixed appliances*

- Treatment up to 12 months
- Treatment up to 18 months

#### *Supplementary treatments*

- Consultation in latency period
- Renewal of appliance due to breakage or loss
- Appliance repair due to breakage
- Orthodontic microscrews (per unit)
- 2nd replacement of metal brackets (unit)
- 2nd replacement of ceramic brackets (unit)
- 2nd replacement of sapphire brackets (unit)
- 2nd replacement of self-binding brackets (unit)
- 2nd replacement of cosmetic self-binding brackets (unit)
- Retention appliance with brace (end of treatment) (per arch)
- Retention appliance with lingual bar (end of treatment) (per arch)

## **DENTAL IMPLANTS**

- Implantology study

#### *Dental Implant surgery*

- Osteointegrated implant (unit)
- Closed maxillary sinus lift
- Open maxillary sinus lift
- Biomaterial regeneration (per 0.5g unit)
- Biomaterial regeneration (block bone)
- Membrane (unit)
- Radiological guide (one arch)

#### *Guided surgery*

- Study guided implantology surgery
- Supplement guided implant surgery (unit)
- Radiological guide guided surgery
- Surgical brace guided surgery

## **PROSTHESIS OVER IMPLANTS**

- Crown over implant
- Cosmetic crown over implant
- Provisional crown over implant
- Provisional crown for immediate charge
- Titanium stump (per tooth)
- Zirconia stump over implant (per tooth)

- Overdenture on implants (per appliance)
- Hybrid prosthesis (per arch)
- Metal termination: supra or mesostructure (unit)
- Precious material supplement
- Prosthetic attachment (permanent pieces)
- Prosthetic attachment for immediate charge
- Locator (unit)
- Micromilled Bar (on 5 implants or fewer)
- Micromilled Bar (on 6 implants or more)
- Ackerman-type clip
- Attachment over implant (includes riders)

## **TEMPOROMANDIBULAR JOINT PATHOLOGY**

- Assembly and study in semi-adjustable articulator
- Selective carving
- Neuromyorelaxation brace (Michigan-type - complex) (includes first adjustment)
- Stabilization brace (simple) (includes first adjustment)
- Brace adjustment

## **Overseas emergency healthcare**

### **What is this?**

This is an additional supplement to your policy covering emergency illness or accident abroad.

### **Which services am I entitled to?**

#### **1. Medical Costs**

SANITAS guarantees the insured parties and all other beneficiaries of the policy, for the period of its validity, healthcare abroad under their responsibility to a limit of €12.000 per person and year for medical expenses (physicians, surgeons and hospitals/clinics) originating outside Spanish territory, whether provided by its own physician or physicians authorised by the Company, even when provided by physicians and hospitals outside the company.

### **What does it cover?**

Expenses from doctors, surgeons, hospitals and/or clinics outside Spain as a result of medical attention received abroad, derived from an illness or accident occurring abroad.

- doctors' fees
- drugs prescribed by a doctor or surgeon
- emergency dentistry fees, **excluding endodontics, aesthetic reconstructions from earlier treatments, oral cleaning, prosthesis, crowns and implants**, these are covered by the previous amount up to a maximum of €241 per Insured.
- hospitalisation costs
- costs for ambulance services requested by a doctor for a local journey

#### What is not covered?

- **doctors' fees 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**
- **costs of glasses, contact lenses, crutches and prostheses in general**
- **direct or indirect consequences of the nucleo transmutation of the atom, and radiation caused by the artificial acceleration of atomic particles**
- **consequences arising from war, insurrections, uprisings, earthquakes, floods or volcanic eruptions**
- **assistance or aid due to participation in any kind of competitive motor event (race or rally)**

#### Limits

€1.000 per person and year.

#### 2. Extended hotel stay for an accompanying person due to hospitalisation of the Insured

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

the accompanying person - **also insured - to a maximum of €60 per day for a total of 10 days.**

#### 3. Transport of ill or injured persons

##### What does it cover?

If the Insured becomes ill or is accidentally injured during the term of the Agreement, SANITAS shall take charge of transporting the insured under medical supervision, by the following means, according to the severity of the illness or injury:

- air ambulance (aircraft)
- air ambulance (helicopter)
- scheduled flight
- first-class sleeper train
- ambulance – or sledge if injured on a ski slope

The choice of means of transport and of the hospital to which the member shall be admitted shall be based solely on medical grounds at the discretion of the SANITAS medical service.

##### What is not covered?

- **complaints or injuries that can be treated on site which do not prevent the trip from continuing**
- **mental and chronic illnesses causing alterations in the Insured's health**
- **relapses and convalescence for unhealed conditions or those being treated at the time the trip began**
- **pregnancies**, although clear or unforeseeable complications in the first 150 days are covered.

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

If the Insured needs to be hospitalised on the trip for more than five days and he/she has no direct family member with him/her, SANITAS shall provide a family member resident in Spain with a return economy-class air fare with a regular airline or first-class rail ticket. SANITAS shall pay up to **€60 euros per day**

for up to five days in respect of hotel accommodation and stay expenses.

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

In the event of death of the Insured, SANITAS shall arrange and take charge of transfer of the coffin to the place of burial in his or her place of residence, including minimum mandatory expenses for coffin, embalming and administrative formalities. **SANITAS shall not pay the funeral and burial costs.** On application from the beneficiaries, SANITAS shall bear the cost of cremation at the place of death and transfer of the ashes to the place of burial in his or her place of residence. **SANITAS shall not pay the funeral and burial costs.**

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

If the Insured has been transported in the event of death as specified in the guarantee "Transport in the event of death", and this circumstance prevents the insured accompanying family members from returning home by the means originally arranged, SANITAS shall bear the costs corresponding to the transportation of same to their place of residence in Spain. **Maximum of two adults and accompanied under 14s.**

#### 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 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, or an SANITAS stewardess to accompany children on their return to their habitual residence in Spain as fast 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 pay the postage 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's repayment of 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 from 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 **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 repaid to

SANITAS within a maximum period of two months.

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

#### **What does it cover?**

If the Insured needs a drug prescribed to him/her by a physician and unavailable at his/her present location, SANITAS shall locate and send the medication by the fastest available means, subject to local laws and regulations.

#### **What is not covered?**

**This cover excludes events of discontinued manufacture of the medication or unavailability from normal distribution channels in Spain. The Insured shall reimburse SANITAS for the price of the medication against presentation of invoice.**

### **14. Transmission of urgent messages (relating to covers)**

SANITAS shall use a 24-hour service to accept and transmit urgent messages from the Insured if they have no other means to send such messages and provided the messages are consequent on a cover under the Agreement.

### **15. Time frame**

This supplement covers travel up to **90 consecutive days only**.

### **16. Use of services**

This supplement is an addition to the Insured Party's Healthcare Assistance Insurance Policy and is not valid if not accompanied by the latter. The General Terms and Conditions of the Healthcare Assistance Policy are applicable to all the guarantees and services included in this supplement.

To be eligible to use all the services included in this additional supplement to the Travel Assistance Policy, the Insured Party must be up to date with all their obligations to the Insurance Provider. The services shall be rendered through the means granted by SANITAS; therefore, the Insured Party must

contact said entity at the phone number indicated on the back of his/her card so that the matter can be managed by the Insured Party at no cost to him/her to the extent that it is covered by the insurance policy. In the event of a life-threatening emergency, the Insured Party shall report to the nearest clinic or hospital and report the event to SANITAS within a period of 7 days of the date of admission.

## 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 (such as pregnancy or gestation) 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 behalf or that of the insured, must include any type of injury, congenital condition, disease, diagnostic test, treatment and symptoms that may be considered the start of a condition in the health questionnaire included in the request for insurance. 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 request for insured or to accept it excluding certain insured cover.

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

- Arising as a result of civil wars, international wars, terrorist action in any form (chemical, biological, nuclear, etc.), revolutions and military manoeuvres, even during peacetime, and officially declared epidemics.

- Directly or indirectly related to nuclear radiation or radioactive contamination and those resulting from natural phenomena such as earthquakes, flooding, volcanic eruptions and other seismic or meteorological phenomena.

- Arising from working or professional accidents.

- Arising from the use of motor vehicles that are the purpose of the Automobile Compulsory Subscription Insurance.

- Arising while the Insured is involved, as an amateur, in sports of risk, such as flying activities, speed trials in a motor vehicle, scuba diving, climbing, boxing, bull fighting, martial arts, rugby or any other similar activity of risk, as well as those resulting from sporting competitions.

**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 procedures for which their clinical **safety and effectiveness** are not duly proven scientifically or that are new to appear after this policy has been signed; non-universal procedures and those not consolidated in normal clinical practice, those proven to have been overtaken by other available procedures and experimental procedures or those not sufficiently proven for their effective contribution towards the prevention, treatment or cure of disease.**

For the purposes of this policy, a diagnostic, surgical or therapeutic procedure is considered safe and effective when it is approved by the European Drug Agency and/or the Spanish Agency for Medicinal Products and Medical Devices. A procedure is also considered universal and consolidated when it is performed in normal clinical practice in at least nine Autonomous Communities of Spain in a general manner in their public hospitals, not only in Flagship Hospitals.

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

- **Conditions or treatments not covered, as well as any complications arising from them.**
- **Specific diagnosis and treatments, including surgery, aimed at remedying sterility or infertility in either sex (in vitro fertilization), artificial insemination, etc. or involving 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 his/her progenitors or present or future offspring to certain diseases related to genetic disorders. Genetic mapping of tumours and pharmacogenetics are also expressly excluded.**

- **Prosthesis and implantable materials except those mentioned in the corresponding paragraph of the present General Terms and Conditions. Among others, any external prosthesis, any orthopaedic material, external fixing materials, synthetic or biological materials, grafts, aortic endoprosthesis, valved ducts, implantable pumps for the infusion of medicaments, medullary stimulating electrodes, defibrillators and the artificial heart.**

- **Operations, infiltrations and treatments, as well as any other action that is purely for questions of appearance or of a cosmetic nature. Breast surgery is only covered in the case of tumours. Surgical interventions of a prophylactic nature or for breast hypertrophy or breast reduction in men are expressly excluded. 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.**

- **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, magnetotherapy, pressotherapy, ozone therapy, etc.**

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

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

- Ophthalmic photocoagulation.
- Haemorrhoid treatments.
- Clinical (not cosmetic) peripheral vascular surgery.
- Ear, nose and throat.
- In musculoskeletal physiotherapy.

J. Travelling expenses except those included in the ambulance section of these General Terms and Conditions.

K. The following pharmaceutical products:

- Those administered to the patient outside hospitalisation or in a day care hospital, except chemotherapy administered parenterally by a healthcare professional in partner centres. Vaccinations and autovaccinations of all types; drugs in ventilation therapy and aerosol therapy and parapharmacy products.
- Medicinal products not on the market in Spain.
- Advanced therapies (human medicinal parts based on genes, cells and cell therapy and including autologous, allogenic or xenogenic products).

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

M. Bariatric surgery in morbid obesity is excluded.

N. Radiosurgery is excluded

Ñ Parkinson surgery is excluded

O 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
- **High complexity diagnosis tests:** 6 Months
- **The following Complex Therapeutical Methods: interventional cardiology/hemodynamics; interventional radiology, radiotherapy and chemotherapy; and lithotripsy:** 10 Months
- **Outpatient surgical operations:** 3 Months
- **Child delivery or caesarean:** 8 Months
- **Hospitalization and surgical operations different from outpatient care and those performed as inpatient:** 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 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, bariatric 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.**

## Clause VI: Other features of your 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 make 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, here applicable, a if 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.

**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.** After receiving communication from SANITAS, when appropriate, relating to the **variation in the amount of the premiums for the next annual period, the Policyholder may choose between extending the insurance policy and terminating it at the expiry of the current insurance period.**

In the latter case, the Policyholder shall notify SANITAS in writing of his/her desire to terminate the contractual relationship at its expiration date, with at least one month's notice before the expiry date of the current insurance period.

**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 the Economy and Competitiveness.

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. The Insurance Company's Complaints Management Department**, by means of a letter with the claimant's National Identification Document 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 the Insurance Company, a complaint may be lodged with Complaints Service of the Directorate General for Insurance and Pension Funds, Paseo de la**

**Castellana, 44, 28046 Madrid.** 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. Notifications from SANITAS** to the Policyholder, the Insured or Beneficiary shall be sent to the physical or email address of the Policyholder or to the telephone number provided by the Policyholder that at the time the Insurance is arranged, except where a change has been notified to SANITAS. The Policyholder authorises SANITAS to send any notifications by email as permitted by law.

### 7.3. Protection of personal data

The information collected through this document is confidential and protected. The Policyholder undertakes to ensure that all information provided to the Insurer in the insurance application and throughout the term of this policy is accurate and he/she has not omitted any information on the health of each of the Insured parties named in the application.

Furthermore, the Insurer informs the policyholder and the insured parties and they consent to all their personal data being entered in files held by the Insurer for the purpose of the company's activities, the effectiveness of contractual relations, the provision of integrated care programmes that will allow them to improve their health, the understanding of reasons for cancelling the policy, loyalty programmes and fraud prevention.

Nevertheless, he/she authorises the Insurer to ask physicians, clinics, hospitals, etc. and he/she therefore authorises such persons to provide to the Insurer, any data on the health of the persons included under the policy that the Insurer may deem expedient for the management of the insurance, for offering comprehensive healthcare programs that the Insurer may have available to improve its healthcare process, for the proper appraisal and assessment of the risks to be covered, to prevent fraud, and to attend to the claims put forth by the insured parties.

For the purpose of preventing fraud, the insured parties expressly consent to the Insurer keeping such data as are necessary, even after the contractual relationship has ended.

If the Policyholder/Insured withholds consent for his/her data to be entered in such files and subsequently processes, the insurance contract cannot be arranged.

The Policyholder accepts responsibility for informing all insured parties under the Policy as to the inclusion of their data in the files mentioned above and the processing of such

data intended by the Insurer, so that they may exercise as before the Insurer such rights as they think fit. The Policyholder must inform those insured parties that the details of any medical services covered for them under the policy will be disclosed to the Policyholder, unless the Policyholder gives the Insurer a written release from its statutory duty to make such disclosure to the Policyholder, or any of the beneficiaries makes an application in this respect.

In addition, the insured parties and the policyholder expressly authorise assignment of those data to companies of SANITAS Group identified at <http://www.sanitas.es>, relating to financial, insurance, social and healthcare, and/or health and welfare products and services, and for the reason of co-insurance and/or reinsurance of the risk and any other person with which the Insurer creates ties of cooperation, for the effectiveness of contractual relations with the insured and for sending advertising from those companies.

The Policyholder declares that he/she has the consent of the insured parties to the Policyholder's disclosure of their personal data to the Insurer and to the Insurer disclosing to the Policyholder the details of any medical services covered for the insured parties under the policy.

He/she may exercise their statutory rights of challenge, access, rectification and erasure of these data at the Insurer's head office at calle Ribera del Loira 52, 28042 Madrid, Legal Advice Department, or through Mi Sanitas on <https://www.sanitas.es/misanitas/online/clientes/contacto/index.html>. If the policyholder and/or insured parties do not wish to receive commercial information from the Insurer or, as applicable, from other companies the Insurer collaborates with, or who do not wish their data to be transferred to other companies except for the effectiveness of contractual relations, they must make this known in writing by the same means.

In the event that no written communication is received within 45 days from the date on which the policyholder had knowledge of the information contained in the foregoing

paragraphs, it will be understood that they agree to the sending of advertising being sent and the transfer of data to other companies under the terms described.

## 8. Others

The Policyholder and/or Insured grant the Insurer 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.

## 9. 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, 23 February 2016

For the Insured /  
Policyholder

For SANITAS



Iñaki Peralta  
Sanitas, S.A. de Seguros