

# 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 by the insurance distribution directive 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 Primero** 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.

### **CYTOSTATIC MEDICINES**

Cytotoxic medicine, which is used in oncological chemotherapy and can stop the proliferation of cancer by acting directly on the integrity of deoxyribonucleic acid chains (DNA) and cell division, inhibiting normal cell multiplication, of both healthy and cancer cells. They are a mixture of heterogeneous substances used in antineoplastic treatment.

### **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.

## PROCEDURE

The action of subjecting a person with a disease to the necessary control or examination, carrying out the corresponding tests, for either diagnostic or therapeutic purposes, for the symptoms or alterations reported during the consultation with the healthcare professional. There are different types of procedures: surgical, therapeutic and diagnostic. In all cases, they must be carried out by a competent specialist doctor in an authorised centre (hospital or outpatient centre) that usually requires a specific room with the necessary equipment.

## 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.

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

### **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.

### **SIMPLE THERAPEUTIC PROCEDURE**

A simple therapeutic procedure is defined as a therapeutic procedure prescribed by a doctor on the medical chart during the consultation for which highly complex equipment and medical staff are not required, as it is carried out by non-medical healthcare

staff. This header also includes wound treatment, injectable drugs, some types of physiotherapy, etc.

### **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.

### **BASIC DIAGNOSIS TEST**

This test is essential for diagnosing a disease, regardless of whether the test is simple or complex (e.g. blood in faeces, cervical cytology, colonoscopy, 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.

### **SIMPLE DIAGNOSTIC TEST**

A simple diagnostic test is defined as a test prescribed by a doctor on the medical chart during the consultation for which highly complex equipment and specific interpretation by a specialist are not required. This header will include simple blood and urine tests and simple radiology.

### **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 centers providing the insured provision. **In all cases, these services are carried out by professionals and medical centres and hospitals that meet the legal requirements for doing their job in the country.**

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, and with the limits and exclusions set out in the terms and conditions of this policy, the healthcare services covered correspond to the following specialities:**

### 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. Allergology

The cover includes determination of complete allergen-specific IgE (natural extracts) but **excludes specific IgE determination of recombinant allergens and IgG4. The IgE antibody qualitative test and molecular diagnosis of the allergy (microarrays) are excluded.**

### 3.2. Clinical Analysis

**Intestinal dysbiosis tests, ALCAT food sensitivity tests, DAO enzyme activity (DAO) tests, qualitative antibody screen kit and multiple PCR tests are not included.**

#### 3.2.1. Genetic Studies

It includes only genetic studies, **in affected and symptomatic patients, whose purpose is to diagnose a certain disease that cannot be diagnosed through other studies or complementary tests, or genetic studies that are essential in order to prescribe treatment (except for genetic studies expressly excluded in the excluded risks section). All genetic studies with a low diagnostic performance are also excluded from the cover, that is, when the probability of being able to diagnose the disease by carrying out the genetic study is less than 10%. Requires prior authorisation from SANITAS after assessing the medical report.**

Includes the study of BRCA 1 and BRCA 2 genes or the gene panel for studying hereditary breast and ovarian cancer in peripheral blood under 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

HLA DQ2/DQ8 molecule study is included **for under 16s that meet the following three criteria only:**

- with justified clinical suspicion
- **positive IgA anti-tissue transglutaminase antibodies in blood with values that are 10 times higher than the normal value**
- **positive IgA anti-endomysial antibodies in blood**

**It excludes HLA class I and II DNA typing, PCA3 study, genome sequencing, full gene clinical exome study, microarray, pharmacogenetics (except for the study for diagnosing dihydropyrimidine**



dehydrogenase deficiency) and gene therapy.

### 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, MGMT methylation in brain tumours, 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

### 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.

**Gastric balloon treatment and any endoscopic treatment for obesity are excluded.**

Barret radiofrequency treatment of the oesophagus **for extensive low-grade dysplasia over 5 cm and moderate or high-grade dysplasia is included.**

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

### 3.7. Cardiology

Includes a cardiac MRI scan and a cardiac stress perfusion MRI, and the medication required for these tests. Determination of troponin is covered **under admission to hospital only.**

Three-dimensional electrophysiological cardiac mapping is included **for the following cases only: atrial fibrillation, arrhythmias in congenital heart disease, hereditary ventricular arrhythmias and ventricular tachycardia associated with ischemic etiology scarring.**

Excludes implantable loop recorder.

### 3.8. Cardiovascular Surgery

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

### 3.9. General and Gastrointestinal Surgery

Includes laparoscopic surgery. Laser and extirpation techniques for haemorrhoid treatment and treatment for sclerosis using elastic bands are included; **the elastic bands being covered by the Insured.**

The Bariatric Surgery cover for treating morbid obesity is **subject to the multi-disciplinary protocol set out by SANITAS and will only be performed in the centres appointed for this purpose.**

**3D Laparoscopy, 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. Endoscopic spinal surgery and other new techniques are excluded, unless SANITAS has informed the policyholder in writing that it is included in the cover.

### 3.12. Paediatric Surgery

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

### 3.13. Reconstructive Surgery

Septorhinoplasty, diastasis recti and lipoedema surgery are excluded. All operations with a cosmetic component, including those based on psychological reasons, 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.

**Endoscopic spinal surgery and other new techniques are excluded, unless SANITAS**

**has informed the policyholder in writing that it is included in the cover.**

### 3.24. Clinical Neurophysiology

#### 3.25. Neurology

#### 3.26. Obstetrics and Gynaecology

Includes laparoscopic gynaecological surgery.

It includes for diagnosing fertility **the following tests only: analytical basal hormone determinations (except the anti-müllerian hormone), ultrasound scan, hysterosalpingography and hysteroscopy, only up until diagnosis, that is, once treatment starts no other related services will be covered.**

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.**

**PLGF and SFLT1 levels (indicators of preeclampsia) are excluded.**

Includes pelvic floor rehabilitation **only for women with moderate-severe urinary incontinence due to pregnancy and delivery, with a limit of 1 year after delivery and provided that it has been authorised by SANITAS. A maximum of 5 sessions per delivery** are covered.

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

The Insured can also 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.**

**This policy does not cover the expenses arising from gestational surrogacy, for neither the mother nor the newborn.**

### 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.**

**Orthoptic, pleoptic and refractive surgery (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.



It includes specifically cytotoxic medicines that are authorised for sale on the Spanish market and provided that they are used for the treatments expressly specified in accordance with the product datasheet and whose administration is via parenteral in as many cycles as necessary, or via bladder instillation.

Includes intraperitoneal chemotherapy in cases of peritoneal carcinomatosis due to tumours of the ovary or of digestive origin; and intrathecal chemotherapy in cases of high-grade lymphomas or meningeal carcinomatosis.

It also includes medication without anti-tumour effect, administered along with cytostatic medications during the chemotherapy session in order to prevent adverse or side effects.

Includes the use of sodium iodide I 131 for treating overactive thyroid and thyroid cancer and the use of 90Y-Yttrium Citrate for radioisotopic synoviorthesis.

It includes a study to rule out dihydropyrimidine dehydrogenase deficiency in patients who are candidates for parenteral dihydropyrimidine treatments.

Experimental treatments, treatments for compassionate use, hormonal therapy, immunostimulants, immunosuppressants, gene therapy and treatments carried out for indications not included in the product datasheet of the medicine are expressly excluded.

### 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 coronagraphy: 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

The radiotherapy cover includes oncological processes only and only the following methods: intensity modulated radiotherapy (IMRT), 3D external conformal radiotherapy, stereotactic brain and body radiotherapy (IGRT/SBRT), interoperative radiotherapy and brachytherapy.

It also includes stereotaxic radiosurgery for treating tumour processes, mainly malignant, cerebral arteriovenous malformations and as the final stage of therapy in trigeminal neuralgia.

Proton therapy and neutron therapy are excluded, and any techniques other than those expressly mentioned are excluded, unless SANITAS has informed the policyholder in writing that it is included in the cover.

Requires prior written authorisation from SANITAS after evaluation and with a doctor's report provided by the insured.

Radioembolization with spheres is excluded.

### 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 lower than 0.13. Involves Multi-parametric MRI.
- Therapeutic monitoring.

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

It includes Fusion-guided prostate biopsy but only when the result of the multi-parametric MRI is PIRADS 4 or PIRADS 5.

Prior authorisation from SANITAS is required 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.

It includes for diagnosing fertility the following tests only: basal hormone determinations, basic semen analysis and bacteriological cultures of semen, only up until diagnosis, that is, once treatment starts no other related services will be covered.



## 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 performed by the healthcare teams designated by SANITAS, **provided that SANITAS has arranged for the service to be provided in the place in question** when the patient's illness requires special care but does not require admission to hospital nor specialised equipment, **always under prescription from a doctor and with the authorisation of SANITAS, after assessment of the medical report provided by the Insured. The medicines, material and equipment will always be covered by**

**the Insured. 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 or the abdominal wall/muscles, which do not perform this function and always provided it is not a chronic (more than 6 months of evolution) or degenerative process, through to the greatest possible functional recovery of the patient, determined by the rehabilitation doctor and provided by qualified and registered physiotherapists.

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.**

Includes pelvic floor rehabilitation **exclusively under the criteria set out in the Obstetrics and Gynaecology section.**



Neurologic rehabilitation, early care, occupational therapy, heart rehabilitation as an outpatient, respiratory rehabilitation, temporomandibular joint rehabilitation, vestibular rehabilitation, water-based rehabilitation, ophthalmological rehabilitation and those performed using robotic equipment are excluded.

Any type of home physiotherapy treatment is excluded.

Physiotherapy and rehabilitation are excluded when functional recovery has been achieved, or as close as possible to it, or when it becomes maintenance therapy, in addition to neuropsychological rehabilitation and cognitive stimulation.

#### 4.5. Speech and Phoniatic Therapy

Requires prior authorisation from SANITAS after assessment of the medical report and must be prescribed by an ear, nose and throat 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: modules, 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. Odontology

Only includes consultations, tooth extractions (simple teeth, third molars, impacted teeth and root remains), and cleaning, performed during the consultation.

#### 4.8. Podiatry (Chiropody exclusively)

It covers **only chiropody, which is understood as treatment for removing calluses and alterations to the toe nails performed by a chiropodist.**

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

#### 4.9. 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:** It includes **only simple monofocal intraocular lenses, excluding toric, monofocal plus and extended depth-of-focus lenses and any other model of advanced monofocal lens** used in 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, which will require express authorisation from SANITAS after assessing the medical report; cardiac valves **except for valves or valve repair devices implanted via percutaneous or transapical replacement;** aortic valve ducts, provided they are associated to aortic valve surgery; pacemakers, **except any type of defibrillator or artificial heart; coils and/or embolization materials.**

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

**5. Other surgical materials:** abdominal wall meshes, except biological meshes; biliary stent; oesophageal endoprosthesis, duodenal and colonic; urethral endoprosthesis; urological suspension systems; cerebrospinal fluid (hydrocephalus) derivation systems; testicular prosthesis; breast implants and expanders, in both the breast affected by previous tumour surgery and in cases in which prophylactic mastectomy is considered a therapeutic option after the results of BRCA1 and BRCA2.

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

#### **4.10. 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.

#### **4.11. 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.

It also includes simple psychological diagnosis. Psychometric tests **will be covered 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.**

#### **4.12. 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 will cover the expenses arising from performing diagnostic and therapeutic methods, surgical treatments (including operating theatre and



medicine expenses, **provided that they are used in accordance with the indications set out on the product datasheet, except medicine that is not authorised for sale in Spain) and bed and board of the patient.**

**The use of radiopharmaceuticals for therapeutic purposes is excluded, except for the use of sodium iodide I 131 for treating thyroid cancer.**

**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

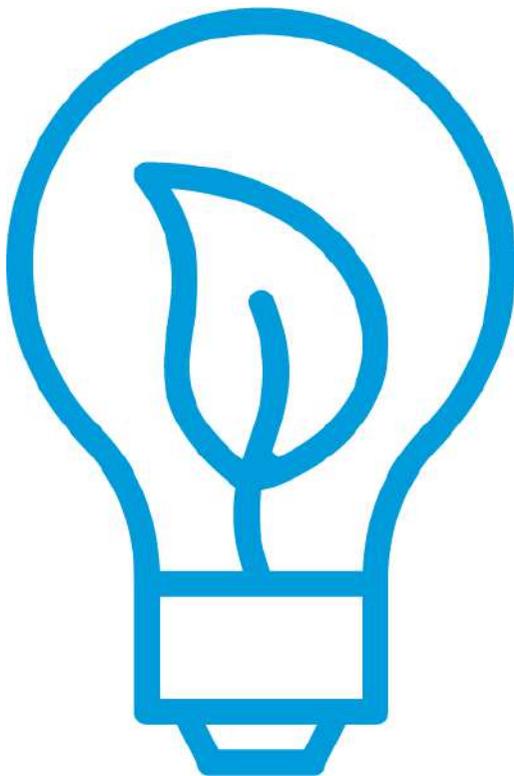
smear test or gynaecological ultrasound scan).

**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 or an illness that was known about before the trip began, unless it is a clear or unforeseeable complication; treatments arranged in Spain;**
- **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.

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.

## **Cover of Payment of Premium for Death**

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) and the matters agreed upon in the General, Special and Particular Terms and Conditions of Policy No. 75,00744, effective as of 1/1/2005.

The Insurance Company is Seguros Lagun Aro Vida, S.A., with business address at Camino de Capuchinos 6, 2º, Bilbao, Biscay, Spain (Tax ID Code A-20182705 and registered on the business register of Biscay, Volume BI-186 of Companies, Page 42, Sheet 16.779, Registration 1).

The Member State to which the control and supervision of the activity of the Insurance Company corresponds is Spain and in particular through the Directorate General of Insurances and Pension Funds at the Ministry of Economic Affairs and Digital Transformation.

Policyholder: Sanitas Sociedad Anónima de Seguros.

### **1. Insured cover. Death from any cause**

Seguros Lagun Aro Vida, S.A. undertakes, in the event of the death of the Policyholder of the present healthcare Policy for any reason and in any place, to pay Sanitas S.A. Seguros the premium corresponding to twelve (12) months of the health insurance of the people insured under this Policy from the date of notification of the death.

The Policyholder of the present healthcare Policy shall meet the requirements laid down in section 2 Insured Group to benefit from coverage.

The abovementioned twelve consecutive monthly payments shall begin to compute after the date of notification of the claim.

Without prejudice to the matters indicated in the previous paragraph, in the event of

outstanding payments between the time of death and notification, Seguros Lagun Aro Vida S.A. shall take care of them, discounting these amounts then from the guarantee described in the previous paragraph.

## 2. Insured group

People insured by this Policy are the Policyholders of any of the health insurance so long as the respective insurance policies are up to date in payments and there is more than one person insured under them or, in the case of a single person insured, this is not the same person as the Policyholder of the Policy concerned.

## 3. Term of contract

The insurance Policy of which the present certificate forms part has a duration that coincides with the calendar year and shall be tacitly renewed by successive calendar years save express opposition from the Policyholder or Insurer to one of the extensions in time and form.

The present individual insurance certificate enters into force on the date the collective life insurance Policy takes effect, i.e., 1 January 2005, or, in the event of the incorporation of an insured to the insured group after that date, the date of effect of the present certificate shall coincide with that of the health insurance Policy of those indicated in stipulation 2 above of which the Insured is in turn the Policyholder. This certificate shall finalise if any of the reasons for unsubscribing from the insured group indicated in the following Duration of the Insurance clause occur.

## 4. Claims

If you need to make a claim, please phone the Helpdesk: 91 752 28 52 / 93 362 34 49 / 900 906 210. You will need to provide the death certificate of the Policyholder.

## 5. Reasons that can cause a person to unsubscribe from the insured group

1. Discharge for any reason of the health insurance Policy from among those mentioned in clause 2 above of which the Insured was in turn the Policyholder.
2. Discharge for any reason of the collective life insurance Policy of which the present Individual Certificate forms part.

## 6. Risks excluded from death coverage

Claims made as a direct or indirect consequence of a nuclear reaction or radiation or radioactive contamination.

## 7. Venues of complaint

In the event of dispute, the Policyholder can contact:  
In writing, internally and as part of customer service:

Seguros Lagun Aro, Departamento de Atención al Cliente, Apartado nº 126 F.D. 48080 Bilbao

In writing, externally:

Dirección General de Seguros y Fondos de Pensiones, Comisionado para la Defensa del Asegurado y del Partícipe en Planes de Pensiones, Paseo de la Castellana, 44. 28046 Madrid  
The regular courts and tribunals

## 8. Personal data protection

Sanitas S.A. de Seguros, for the effectiveness of the present group life insurance Policy, shall report to Seguros Lagun Aro Vida, S.A. the personal data, including health information, of the Insured who make up the insured group at any time, which are essential for the maintenance of the contractual relation. In this regard, we would inform you that your personal data, collected herein or which may be collected in the future for the maintenance and management of contractual relations with



Seguros Lagun Aro Vida S.A., shall be recorded on a computerised file belonging to Seguros Lagun Aro Vida and located in its Data Processing Centre in Mondragón, Paseo José María Arizmendiarieta s/n, about which the people affected can exercise their rights of access and, where applicable, of rectification, cancellation and opposition.

For its part, Seguros Lagun Aro Vida, S.A., agrees to meet the provisions contained in Articles 9 and 10 of the Organic Law on Personal Data and maintain the confidentiality of the data claimed and shall look after them and adopt the relevant security measures in accordance with the matters set out in RD 994/1999 of 11 June.

## 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 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.



## 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.

- Any services associated to road accidents, whether they occur in Spain or abroad are excluded from the Insured cover, except any urgent attention required or unless the road accident add-on has been taken out.

- 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, hunting, 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 intent 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.

- Heterologous transplants.
- Any surgical procedure on unborn babies.
- Any surgical technique using robotic surgery equipment.
- Genetic studies for ascertaining the predisposition of the Insured or their current or future ascendants or descents of suffering diseases related to genetic alterations. Tumour and liquid biopsy genetic studies are expressly excluded, except: BCRA1 and BCRA2 determination, the genetic panel for studies of hereditary breast and ovarian cancer and genomic tests for breast cancer (ONCOTYPE; MAMMAPRINT and PROSIGNA) under the conditions detailed in previous sections. It excludes HLA class I and II DNA typing, PCA3 study, genome sequencing, full gene clinical exome study, microarray, pharmacogenetics (except for the study for diagnosing dihydropyrimidine dehydrogenase deficiency) and gene therapy.
- Prostheses and implantable material, except those set out in the corresponding section of the general terms and conditions. Exclusions include: any type of external prosthesis; personalised prostheses; any type of orthopaedic material; external fixation devices; biological or synthetic materials; grafts; valved conduits, except valved conduits associated to aortic valve surgery; cardiac valves and valve repair devices implanted via percutaneous or transapical replacement; implantable infusion pumps for medicine, spinal cord stimulation electrodes, defibrillators and artificial hearts.
- 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, chiropractic, etc. All care provided in integrative medicine medical centres or clinics or that combine medical care and non-conventional therapies recognised as pseudo-therapies by the Spanish Ministry of Health and the Spanish Medical Association is excluded.

- 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.

- Endoscopic spine surgery is excluded.

**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:**

- Those administered to the patient outside of hospital or in a day hospital, except chemotherapy administered via parenteral by a healthcare professional in appointed centres and using bladder instillation in the case of MITOMICINA and BCG. Medication in ventilation therapy or aerosol therapy, as well as over-the-counter products.



- 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
  - Radiopharmaceuticals for therapeutic purposes (for example yttrium (90Y) chloride, ibritumomab tiuxetan (90Y), radium-223 dichloride, lutetium (177Lu) oxodotreotide, etc.) except those mentioned in Medical Oncology, such as sodium iodide I 131 for treating overactive thyroid and thyroid cancer, as well as the use of 90Y-Yttrium Citrate for radioisotopic synoviorthesis.
  - Adoptive cell transfer therapies (for example CAR T-cell therapy, adoptive transfer of autologous tumour infiltrating lymphocytes (TIL)) and any other therapies not expressly mentioned, are excluded, unless SANITAS has informed the Policyholder in writing that it is included in the cover.

All pharmacokinetic studies are excluded.

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

**Q. Sclerosis treatments with foam and microfoam in the Angiology and Vascular Surgery speciality and any other speciality are excluded.**

**R. Treatment with High Intensity Focused Ultrasound (HIFU) 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
- **Bariatric surgery for morbid obesity:** 60 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, if the policy is not in force when the service is provided, 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, 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. Participation in expenses.

In case of inpatient treatment and in case of surgical operations requiring inpatient treatment with a level of difficulty of 4 or higher, in accordance with the classification set out by the Spanish Medical Colleges Organisation, the policyholder must contribute the amount specified in the Individual Terms and Conditions of this policy to the corresponding cost.

The surgical operations are classified in three groups according to the difficulty level. The Insured can check in which group the surgical operations are classified in [www.sanitas.es](http://www.sanitas.es), offices and in Sanitas general information telephone number 91 752 28 52 / 93 362 34 49 / 900 906 210.

The amounts established in the Particular Conditions for such participation, are valid for the natural year in which the policy is contracted. SANITAS keeps the right to modify the amounts, prior communication to the Insured. Such communication shall be made with two months' notice to the current annual term of the policy and shall be enforceable from the first day of the following annuity. If the Insured does not agree to the change, he/she shall be able to apply for the termination of the policy that shall be effective from the date of the annual renewal of the policy, on which the modification should have been enforceable.

### 1.7. 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.

Specifically, respiratory therapies must be prescribed by a specialist appointed by SANITAS. In all treatments, the Insured must renew the service prescription and authorisation from SANITAS with a variable frequency according to the type of device and sessions authorised in each case, except for CPAP for patients already classified as chronic, who have indefinite authorisation that does not need to be renewed, except under exceptional circumstances (change of province of residence, change of policy).

### 1.8. 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.

### 1.9. 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.

#### **1.10. 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 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. Maximum age for taking out the policy

The maximum age for taking out the policy is 75 years old. Only those who are under 75 years old can be included as Insureds on the policy, unless agreed otherwise and without affecting the maximum ages that may be set,



where applicable, for additional or supplementary benefits on this Policy.

### 3. Duration of insurance

**3.1.** 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.

**3.2.** 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 **or unless the policy is terminated due to fraud or gross negligence on the part of the Insured.**

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.

**3.3. 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.**

**c) For any action of the Insured against healthcare or administrative staff that may**

**violate the right to personal honor and dignity or may be a crime.**

**3.4. 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.

### 4. Insurance premiums

**4.1. The Insurance Policyholder must pay the premium when the contract is accepted. The cover in the contract will not come into force until the contract has been signed and the first premium has been paid.**

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

**4.3.** 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.**

**4.4. 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.

**4.5.** 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.

**4.6.** 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.

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

**4.8.** 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.

**4.9.** 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.**

**4.10.** 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.

## 5. 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.

In the event of gestational surrogacy, the Policyholder must notify SANITAS to add the child as an insured on the policy within 30 calendar days of registering the child on the Spanish Civil Register as the child of the insured/insureds. **The insured cover shall come into effect on the date the insured is added to the policy and any expenses incurred before adding the insured to the policy shall not be covered and the expenses incurred before the mother or newborn are discharged from hospital after the birth shall not be covered under any circumstances.**

## 6. 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.

## 7. Complaints

### 7.1. 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 Economic Affairs and Digital Transformation.

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](mailto: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.** Pursuant to *Ley de Consumo de Cataluña 22/2010 de 20 de julio* (Consumer Law of Catalonia 22/2010, of 20 July), published in the Diari Oficial de Catalunya no. 5677, customers domiciled in Catalonia may submit an incident or file a complaint on freephone 900 841 275 or at any of our offices in Catalonia (head office in Av. Diagonal 443, Barcelona).

**3.** 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 SANITAS Complaints Management Department has expired, that the complaint



has been denied leave to proceed or has been dismissed.

4. 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.

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

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

## 8. Other important legal points

### 8.1. 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.

### 8.2. How to accept the Terms and Conditions

SANITAS will send the Policyholder an email at the address provided in the application form, which will include a link for registering on the website and choosing a security ID.

Any notifications sent by an insurance broker on behalf of the Policyholder will have the same effect as if they were sent by the Policyholder, unless the latter specifies otherwise.

After receiving the password, the Policyholder must go to [www.sanitas.es](http://www.sanitas.es), where the General and Individual Terms and Conditions of the policy are available, which he/she must accept using a code that will be sent to the mobile phone number provided in the insurance application form. For all intents and purposes, using the security ID will be legally equivalent to the policyholder's written

signature. SANITAS may refuse to provide the insured cover if the Policyholder does not accept the Policy terms and conditions.

### 8.3. Notifications

**8.3.1. 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.**

**8.3.2.** Notifications from SANITAS to the Policyholder, Insured or Beneficiary will be sent to the physical or electronic address or to the phone number provided by the Policyholder for each of them when filling out the insurance application form, unless they notify any changes. The Policyholder authorises SANITAS to send any notifications via electronic means, provided that it is permitted by law.

**8.3.3.** The Policyholder authorises SANITAS to use his/her mobile phone number and email address to send all notifications, communications and information associated to the policy and to request consent/authorisation for certain medical services via electronic means, provided that it is permitted by law.

**8.3.4.** The Policyholder accepts the full validity and effectiveness of any notification sent by SANITAS to their home, email address or telephone number provided in the insurance application form, until notified of any changes.

**8.3.5.** The policyholder accepts the terms and conditions above on his/her behalf and on behalf of the insureds on the policy.

## 9. Data Protection clause

Personal Data will be processed, including, but not limited to, identifying and health data (hereinafter, "**Personal Data**") belonging to the Applicant, the Policyholder and the Insured Parties (hereinafter, "**the Data Subjects**") and provided through the insurance application, in addition to those collected and provided during the term of the contract. Any Personal Data is confidential and adequately protected. The Applicant



and/or Policyholder warrants that all the information relating to the Policyholder and the Insured Party(ies) provided to SANITAS is true, and no information regarding the health status of each of the Insured Parties has been omitted. The Applicant will be solely liable for any direct or indirect loss or damages that they could cause Sanitas or any third party due to the documentation provided to SANITAS containing false, inaccurate, incomplete or outdated information.

The Policyholder is responsible for communicating to all the Insured Parties covered by the policy the information contained in this Personal Data processing clause, so that both the Policyholder themselves and the Insured Parties can exercise the rights described in the section "Rights of the Policyholder/Insured Parties". In addition, the Applicant/Policyholder declares that they are acting on their own behalf and that of the Insured Parties when they consent to the processing described in this clause. Likewise, the Applicant/Policyholder declares that the Insured Parties understand and agree that they have provided or will provide their Personal Data to Sanitas, as well as Sanitas providing the Applicant/Policyholder with identifying information about the medical services for the Insured Parties covered by the policy. This is unless the Policyholder releases Sanitas in writing of its legal duty to inform them or this is requested by any of the Insured Parties.

In the case of a collective policy, the Sanitas' client entity (which may coincide in some cases with the Policyholder) and Sanitas may provide to each other, in a timely manner and on a strictly need-to-know basis, the minimal and essential identification data of the Insured Parties with the sole purpose of verifying that they meet the characteristics allowing them to benefit from the policy agreed between the Sanitas client entity and Sanitas, and/or to monitor insured events and consequently agree the insurance premium to be applied. The Sanitas client entity is responsible for communicating this situation to all the Insured Parties. Such data processing is necessary for the correct implementation and development of the insurance contract.

## 9.1 Personal Data Controller

The Personal Data Controller is SANITAS, SOCIEDAD ANÓNIMA DE SEGUROS, whose registered address is at C/ Ribera del Loira, 52, 28042, Madrid, Spain (hereinafter, "Sanitas"). Data Subjects may contact the Data Protection Officer (hereinafter, the "DPO") of the Sanitas Group via the email address "dpo@sanitas.es" or at the abovementioned postal address for any queries or requirements that they may have regarding personal data protection.

## 9.2 Main purposes and lawfulness of processing Personal Data

### (a) Formalising, developing, and implementing the insurance contract.

Processing Personal Data is necessary to finalise the contract between the Applicant/Policyholder/Insured Parties and Sanitas, as well as for running, developing and implementing the contractual relationship, consisting, among other things, of managing and supporting the Data Subjects' health care. Thus, Sanitas will process the Data Subjects' Personal Data, among other things, to manage the relationship with them, manage the policy etc. and, in certain cases, it may make automated decisions based solely on the analytical procedures used for such purposes. In these cases, the Data Subjects through the channels referred to in paragraph 8.6 "Rights of the Policyholder/Insured Parties" will have the right to review and challenge the decision, as well as to request human intervention. Sanitas may process Personal Data, including health data, to conduct customer satisfaction surveys about the services received as a result of the contractual relationship as well as to manage coinsurance, where applicable. This purpose is based on the need for processing to implement these terms and manage health and social care systems and services.

### (b) Financial solvency analysis.

Sanitas may process the Applicant/Policyholder's Personal Identification Data to consult credit report file systems as a step for



analysing financial solvency, as well as for preventing and detecting possible fraudulent conduct, based on Sanitas' legitimate interest in taking the necessary measures to identify and manage the above.

(c) **Technical analysis.** Sanitas may process Personal Data to conduct statistical analyses regarding the operation of the technology supporting the services provided, in order to make technical, security improvements, etc. To do this, Sanitas may use the information they generate when using the technological resources placed at their disposal to improve quality, correct errors, improve usability, etc., based on Sanitas' legitimate interest in improving the quality of its technological resources.

(d) **Managing the provision and coverage of the healthcare service which is the subject to the insurance contract,** and to this end being able to request and obtain information regarding their health from healthcare professionals. Sanitas will process the Policyholder's/Insured Parties' Personal Data to manage the provision of the services which are the subject matter of the contract consisting, among other things, of making the appropriate payments to health providers or reimbursing the insured party or its beneficiaries for the costs of healthcare. For this purpose it may share Personal Data, including health data, with the healthcare professionals providing the healthcare service, requesting and obtaining from these professionals information regarding their health, in particular to assess the coverage and the appropriate payment or reimbursement for the services provided. In addition, as part of managing the provision and coverage of the healthcare service subject to, among other things, supporting the Policyholder/Insured Party in caring for their health, Sanitas may prepare profiles based on their Personal Data, including health data, to provide personalised information, such as recommendations and advice that will assist the Policyholder/Insured Party in taking care

of their health. This purpose is based on the need for processing to implement these terms and manage health and social care systems and services.

(e) **Research for designing models of assistance which are the subject matter of the insurance contract.** Sanitas may process the Personal Data, including health data, of the Policyholder/Insured Party to develop profiles allowing it to design assistance models in accordance with the aforesaid profiles, for the purposes of taking preventive health steps regarding the Policyholder'/Insured Party as part of the object of the insurance contract. This purpose is based on the need for processing to implement these terms and manage the provision of health services and treatment.

(f) **Offering and managing health prevention and service programs under the insurance contract.** Sanitas, thanks to the analyses and profiles performed and as part of the healthcare support provided to the Policyholder/Insured Party will offer them the healthcare service and prevention programs designed in accordance with the above section. Offering and managing the healthcare service and prevention programs will be carried out taking into account the Policyholder's/Insured Party's specific characteristics and needs. Therefore, Sanitas will be required to process their Personal Data, including their health data, in order to offer and manage the different healthcare models specifically tailored to the Policyholder/Insured Party. This purpose is based on the need for processing to implement these terms and manage the provision of health services and treatment.

(g) **Manage the provision of the health promotion service which is the subject matter of the insurance contract.** As part of Sanitas' health care support under the existing contractual relationship, Sanitas needs to process the Policyholder's/Insured Party's Personal Data in order to manage the design of



specific health management plans for every Policyholder/Insured Party. To this end, Sanitas, as a result of profiling based on the Policyholder's/Insured Party's Personal Data, manages the preparation of personalised health plans and proactive monitoring programs, supports the management of complex cases (such as serious illnesses or prolonged hospitalisations), manages healthcare provision to chronic patients and also emergency care. This purpose is based on the need for processing to implement these terms and manage the provision of health services or treatment.

- (h) **Manage access to and use of the "Mi Sanitas" tool made available as a result of the insurance contract.** Sanitas may process the Policyholder's/Insured Party's Personal Data in order to manage and provide them with access to "Mi Sanitas" (an insurance management portal) as well as ensuring its correct operation, either through the website or the application developed for this purpose. Sanitas, in the context of using "Mi Sanitas", will process Personal Data to, among other things, offer health recommendations, place at the Policyholder's/Insured Party's disposal receipts and refunds, manage their appointments, etc. This purpose is based on the need for processing to implement these terms and manage the health and social care systems and services. Furthermore, Sanitas makes a "Health File" service (accessible through "MiSanitas") available to the Policyholder/Insured Party so that they can request that Personal Data, including health data (e.g. medical reports or diagnostic tests), be transferred and archived in a tool used exclusively by the Policyholder/Insured Party. However, if the Policyholder/Insured Party decides to use this service, privacy information will be provided to them separately.
- (i) **Allow Sanitas to manage the provision of the video consultation service.** Sanitas will process, and where appropriate, assign to the third parties designated by the Policyholder/Insured Party, their Personal Data to provide the

video consultation, chat or other services, made available by Sanitas to the extent that they form part of the Policyholder's/Insured Party's insurance benefits. Thus, the Policyholder/Insured Party may, through the programs and applications downloaded for this purpose, communicate remotely with health personnel and provide documentation in order to address any queries that they may have in the context of the medical assistance services provided by Sanitas. This purpose is based on the need for processing to implement these terms and manage health and social care systems and services.

Likewise, Sanitas will be able to manage the recording of the video queries taking place arising from using the "24-hour emergency" service in order to be able to manage any eventual claims made by the Policyholder/Insured Party in relation to the service received through the video consultation. This is based on the need for processing for the purpose referred to and satisfying Sanitas' legitimate interest in preserving the documentation allowing it to attend to the queries and possible claims made by the Policyholder/Insured Party. Sanitas may also manage the recording of video queries that are not carried out within the framework of the "24-hour emergency" service in order to improve the quality of the service supplied, provided that it has their consent.

- (j) **Actuarial risk management.** Sanitas will need to process the Policyholder's/Insured Party's Personal Data, including health data, in order to conduct a statistical-actuarial analysis both to determine the associated risk and for charging for customer and potential customer's policies, either prior to the signing of the insurance contract or during its term of application in accordance with the Insured Party's new circumstances or any changes to the actuarial grounds. This purpose is lawful since the processing is necessary in order to comply with a legal obligation imposed by the regulations governing insurers and reinsurers; and for



managing health and social care systems and services.

**(k) Recording telephone conversations between the Data Subjects and Sanitas in connection with this policy.**

These recordings will be carried out to be used in Sanitas' quality control processes, in order to improve the quality of the service provided to the Data Subjects, based on Sanitas' legitimate interest in upholding its quality control processes and managing its health and social care systems and services. Likewise, Sanitas may use these recordings, if any, as evidence regarding any claim that may arise between the parties, in every case treating as confidential the conversations held, based on Sanitas' lawful interest in formulating, exercising and/or securing its defence against claims, and the need for processing to ensure it. The Data Subject may request from Sanitas a copy or written transcription of the content of the conversations recorded between the two through the channels indicated in the section "Rights of Data Subjects".

**(l) Complying with the obligations imposed on Sanitas by legal mandate.**

On certain occasions, Sanitas will need to process the Applicant's and/or 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 set out in the insurance regulations, laws and the regulations on personal data protection currently in force. This purpose is lawful since processing the data is necessary in order to comply with the legal obligations applicable to Sanitas; and for managing the health and social care systems and services.

**(m) Profiling for the purpose of marketing and improving the business services provided by Sanitas.**

In order to offer the Applicant and/or the Policyholder/Insured Party the products and services that best suit their interests and needs, Sanitas may create profiles based on the Applicant's Policyholder's/Insured Party's Personal

Data, including their health data, in order to ensure that their experience with Sanitas is as tailored to them as possible and to continue customising it while providing the service which is the subject matter of the insurance contract. These profiles will be outlined in accordance with the Personal Data of the Data Subjects available to Sanitas, for example the type of insurance contracted, allowing Sanitas to select the products or services best adapted to the Data Subject, and thus being able to customise their experience. In particular, the above will be carried out to:

- Manage and send commercial communications based on the Applicant's and/or Policyholder's/Insured Party's profile by any channel, including electronically, about products and services similar to the insurance contract. This purpose is lawful based on Sanitas' legitimate interest in providing information about its services, news, offers, etc. that best suit the Applicant's and/or Policyholder's/Insured Party's profiles, related to the contracted services and for managing health and social care systems and services. In cases where an insurance policy has not been contracted with Sanitas, the purpose is lawful based on the consent of the data subject, since the processing will be carried out with prior authorisation.
- Send commercial communications based on the Applicant's and/or Policyholder's/Insured Party's profiles by any channel, including electronically, about new products and services. This purpose is lawful based on the consent of the data subject since the processing will be performed with prior authorisation.
- Allow Sanitas to send commercial communications based on the Applicant's and/or Policyholder's/Insured Party's profiles by any channel, including electronically, about third-party products and services. This purpose is lawful based on the consent of the data subject, since the processing will be performed with prior authorisation.
- Anticipate the Policyholder's/Insured Party's health needs, to improve the



services provided and offered to them, including, for example, ascertaining when it is necessary to increase resources for the personalised care of the Policyholder/Insured Party. This purpose is lawful based on Sanitas' legitimate interest in providing the best possible services by supporting the Policyholder/Insured Party in taking care of their health, and the need for the processing to manage the health and social care systems and services.

(n) **Carry out procedures to anonymise and pseudonymise the Policyholder's/Insured Party's Personal Data, including their personal health data, for marketing purposes, improving the relationship with them, and for scientific and/or statistical research.** Sometimes, Sanitas may apply certain procedures to the Policyholder's/Insured Party's Personal Data in such a way that either it will be impossible to find a link between an identified or identifiable natural person and the Personal Data processed, or said Personal Data cannot be attributed to a particular person without using additional information appearing separately. These procedures will be applied so that the anonymised or pseudonymised data can be processed for scientific or statistical research purposes, or in order to be able to identify individual health status trends, establish patterns of disease, etc., as well as to understand which services may best fit certain groups and be able to inform them of this. This treatment is lawful since it is based on Sanitas' legitimate interest and its need to manage the health and social care systems and services, as well as on the basis of the requirement for scientific and/or statistical research purposes.

(o) **Assign Data Subjects' Personal Data to Group Companies, to:**

- Send commercial communications about products and services of said group companies based on the Policyholder's/Insured Party's profiles by any means, including electronically,

based on the consent granted by the Data Subject.

- Anticipate the Policyholder's/Insured Party's health needs, developing the Group's company profiles and carrying out statistical analyses in order to improve the services provided by the Group's entities to be able to offer them to the Policyholder/Insured Party, in accordance with their particular characteristics, based on the consent granted by the Data Subject.
- Internal administrative purposes, based on Sanitas' legitimate interest in transmitting personal data within its business group for this purpose, which includes processing Personal Data.

(p) **Assign Personal Data to third parties.**

Sanitas may assign the Data Subject's Personal Data to any other entity with which they establish collaborative links to improve the effectiveness of the contractual relationship with the Data Subject. In particular, the categories of recipients, identified in the Additional Information, who may receive Personal Data will be, among other things, co/insurers and reinsurers, insurance brokers, entities with which a commercial link is established, health professionals, medical centres and hospitals. Assignments will be made for:

- Risk reinsurance purposes, based on Sanitas' legitimate interest in managing the risk assumed, and the need for processing to manage the health and social care systems and services.
- Sending commercial communications about third-party products and services by any channel, including electronically, based on the Applicant's and/or Policyholder's/Insured Party's profiles, based on the consent granted by the Data Subject.
- Analyse the use of Sanitas' websites and applications, based on the consent granted by the Data Subject.

### 9.3 Admissibility of Personal Data

The origin of the Personal Data processed by Sanitas may vary from case to case. In particular, Sanitas may process Personal



Data, including health data that (i) the Applicant/Policyholder and/or Insured Party provides through the corresponding forms; (ii) has been generated as a result of the service provided by Sanitas and; (iii) which Sanitas has obtained through brokers, insurance agents or third-party collaborators.

## 9.4 Time Personal Data is kept

Sanitas will process the Data Subjects' Personal Data and keep it for the duration of the contractual relationship between Sanitas and the Policyholder/Insured Party or until the applicable legal obligations expire. For those purposes where the Data Subject has consented to their Personal Data being processed or where there is the possibility of objecting, Sanitas will stop processing the Personal Data, for that particular purpose, immediately following the withdrawal of consent or the exercise of the right to object. All of the above is without prejudice to the subsequent conservation that is necessary to formulate, exercise or defend against potential claims, comply with obligations to preserve clinical documentation, provided that it is permitted by applicable legislation or to make the Personal Data available to judges and courts, the Public Prosecutor's Office or public bodies. During this additional period, Sanitas will keep the Personal Data blocked. Once the abovementioned period has come to an end, Sanitas undertakes to cease processing all the personal data. Notwithstanding all of the above, where necessary Personal Data may be held for longer periods provided that it is processed exclusively for health care, medical, scientific and/or statistical research purposes and taking into account the specific case.

## 9.5 Accessing Personal Data

The optimal service delivery that Sanitas offers may require that its **third-party providers** access the Data Subject's Personal Data as processors. Data Subjects understand that some of these service providers are located in countries outside the European Economic Area or do not offer a level of security equivalent to that in Spain. To ensure that the Personal Data is processed with a level of protection equivalent to that

which already exists, Sanitas has adopted the appropriate safeguards. These international transfers are made under the protection of an adequacy finding of the European Commission, providing sufficient guarantees recognised by the regulations (such as standard contractual clauses), or the authorisation of the Spanish Data Protection Agency, complying with appropriate security measures. More information can be found in the International Data Transfers Section of the Additional Information. To obtain a copy of said authorisation, you can contact Sanitas by the means set out in the section "Rights of Insured Parties".

In addition to the access that third-party, national or international, providers as data processors may have to the Personal Data for which Sanitas is responsible in the context of providing a service, Sanitas will assign Personal Data to other entities, as specified in the section "Main purpose and lawfulness of Personal Data processing".

In addition to the above, the Data Subjects understand that Sanitas may make assignments or communicate Personal Data to meet its obligations to Public bodies in cases in which it is required to do so in accordance with the legislation in force from time to time and, where appropriate, also to other bodies such as the State Security Forces and Bodies and Judicial Bodies. In addition, the Policyholder/Insured Party understands that Sanitas may request, require, and share their Personal and Health Data from professionals or health facilities, hospitals, with entities with which it has a co/reinsurance or collaborative relationship. They therefore understand that it will be necessary to provide each other with their Personal Data, to manage reinsurance, coinsurance, comprehensive care programs, share best practices and assess the risks to be covered, to prevent fraud, determine healthcare, make payments to health care providers or reimburse the Policyholder/Insured Party for healthcare costs and the costs of any claims submitted by the Policyholder/Insured Party themselves.

## 9.6 Rights of Data Subjects



Sanitas informs Data Subjects about their ability to exercise the rights to **access, rectify, object, erase, portability and limit processing** as well as to refuse the automated processing of any Personal Data collected by it. Such rights may be exercised free of charge by the Data Subjects, and where appropriate by the person representing them, by written and signed request, accompanied by a copy of their ID or equivalent document proving their identity, addressed to: Calle Ribera del Loira no 52, 28042, Madrid, Spain, Att. LOPD Insurance. The Policyholder/Insured Party may also exercise their rights through Mi Sanitas <http://www.sanitas.es/misanitas/online/cliente/s/contacto/index.html>. Data Subjects may also exercise their rights through the forms provided for this purpose in the Additional Information section, in the subsection "Data Protection Rights". A more detailed explanation of the rights can also be found in this section. Where the Data Subject has a representative, this must be proven by a written document, attaching a copy of their ID or an equivalent document proving the representative's identity or other supporting documentation as indicated in the "Rights" section under Additional Information.

In addition to the above rights, Data Subjects will have the right to **withdraw any consent given** at any time through the procedure described above, without such withdrawal of consent affecting the lawfulness of the processing prior to the withdrawal of the same. Sanitas may continue to process Data Subjects' Personal Data to the extent permitted by any applicable law. Sanitas reminds Data Subjects that they have the right to **present a claim before the relevant supervisory authority**.

Notwithstanding the above, Sanitas informs the Data Subject that they have at their disposal an internal conflict resolution system in which the Data Protection Officer takes an active role as a mediator attempting to manage as flexibly as possible, any claim that the Data Subject sends to the postal address or electronic mail indicated in the section "Personal Data Controller". Sanitas encourages the Data Subject to contact the Data Protection Officer prior to making a

complaint to the relevant supervisory authority.

### 9.7 Unsubscribing from the commercial communications mailing service

As mentioned in the section above, the Data Subject has the right to revoke at any time the consent given for the sending of commercial communications by notifying Sanitas that they do not wish to continue to receive them. To do this, the Data Subject may either revoke their consent in the manner described in the section above or click on the link included in each commercial communication, thereby cancelling the sending of electronic commercial communications.

### 9.8 Minors

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

However, in accordance with current regulations, those over the age of 14 (or the age that may be legally set for this purpose) will have the right to access their own medical information and those rights recognised by law.

### 9.9 Additional Information

Sanitas at [www.sanitas.es/RGPD](http://www.sanitas.es/RGPD), under the section "Sanitas Insurance", makes available to the Applicant, Policyholder and Insured Party Additional Information about the processing of their Personal Data and invites them to consult it.

### 9.10 Amending the Privacy Policy

Sanitas may change its Privacy Policy in accordance with applicable legislation from time to time. At all events, any amendments to the Privacy Policy will be duly notified to the Data Subject to inform them of any changes made to processing their Personal Data and,



if the applicable regulations so require, to request they consent to it.

## 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.**

## 11. Prevention of money laundering and financing of terrorism

SANITAS shall not undertake any service in the Insured cover of this policy if this constitutes an infringement of Spanish, United Kingdom, European Union, United States of America, or international laws in general, reserving the right, in the corresponding cases, to cancel the membership of the Insured affected by said offense. Similarly, you may reject the inclusion of a new Insured, if this may lead to a breach of any of these laws.

## 12. How to contact us

### Customer Service

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

Executed in duplicate in Madrid, 22  
December 2021  
For the Insured / Policyholder

For SANITAS



Javier Ibañez  
**Sanitas, S.A. de Seguros**

