

# GENERAL TERMS AND CONDITIONS



**Sanitas Sociedad Anónima de Seguros**

**Recorded on 10 February 1958 in the Register of the Directorate General for Insurance and Pension Funds, code C-320.**

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

**Companies Register of Madrid, sheet 4,530, volume 1,241, book 721, section 3, Entry 1.**

**ID NO. A-28037042**

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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 Avanza** 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 deceptively with the intention of producing damage or obtaining a benefit that affects the interests of a third party.

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

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

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

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

#### **DEDUCTIBLE**

Sum of medical and/or hospital expenses 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.

### **ACUTE CONDITION OR PROCESS**

A condition/process that lasts up to 3 months from the date of the onset of symptoms.

### **CHRONIC CONDITION OR PROCESS**

A condition/process that lasts for 6 months or more from the onset date of symptoms.

### **MAGISTRAL FORMULA**

A magistral formula is the medicine intended for an individual patient, prepared by a pharmacist or under their direction and which is dispensed both in pharmacy offices and in hospital pharmaceutical services. This type of medicine must be prescribed by a healthcare professional, who must list all of the active ingredients, which include.

### **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.

### **MEDICINE**

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 a healthcare or hospital setting with technical equipment, a room and/or specialised health professionals.

For invasive procedures the healthcare facility where it is performed must also 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, speech rehabilitation and endoscopy procedures and procedures covered that require laser, shockwaves will be included.

### **COMPLEX THERAPEUTIC METHODS DURING THE CONSULTATION**

A complex therapeutic method during the consultation is defined as a complex therapeutic method performed by the doctor/healthcare professional in charge of the patient's care during the consultation to treat their condition. These methods include, for example, language and/or speech therapy procedures, electrocoagulation of skin lesions, lacrimal probing and catheterisation, extraction of a foreign body during an ENT consultation, therapeutic controls during an allergy consultation, joint injections performed during the consultation.

### **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 prostheses, intraocular lenses, medication reservoirs, vascular prostheses, 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, ultrasound scan, neurophysiology, nuclear medicine, genetic, molecular biology, endoscopy, haemodynamics, interventional radiology, etc.

## **COMPLEX DIAGNOSTIC TESTS DURING THE CONSULTATION**

A complex diagnostic test during the consultation is defined as a complex diagnostic test performed by the doctor/healthcare professional in charge of the patient's care during the consultation to help determine a diagnosis. These tests include, for example, ultrasound scans, eco-doppler, allergy prick tests, contact testing (patch/epicutaneous testing).

## **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 terms and conditions set out in the Policy and provided that the Policyholder has previously paid the corresponding premium, co-payments and deductibles, SANITAS offers its insureds an extensive appointed chart of professionals, clinics and hospitals for medical consultations, simple diagnostic tests, complex diagnostic tests, simple therapeutic methods and group 0, 1 and 2 surgical procedures of the Spanish Medical Colleges Organisation (OMC), **for all types of conditions or injuries included**, according to standard medical practice and in the specialities and modules included in the cover of this Policy, the cost being covered via direct payment to the appointed professionals or centres that provided the insured service. **In all cases, these services must be provided by professionals and medical centres and hospitals that meet all of the legal requirements for conducting their business in the national territory and within their respective specialty, defined according to the accepted training plan according to the corresponding body of the activity in question.**

## 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 are consultations, simple diagnostic tests, complex diagnostic tests (unless they are prescribed by doctors from any of the following medical disciplines: cardiac electrophysiology, haemodynamics, pain treatment unit, radiotherapy and interventional radiology), simple therapeutic methods and group 0, 1 and 2 surgical procedures of the OMC corresponding to the following specialities:**

#### 1. Primary care

##### 1.1. General Medicine

This includes medical care in a healthcare centre, indication and prescription of simple 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

Includes care for children **up to 15 years old** during the consultation and at home and indication and prescription of simple diagnostic tests and therapeutic methods, the same conditions as those set out above for Family Medicine being applicable.

##### 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

Includes determination of complete allergen-specific IgE (natural extracts) in blood tests, including recombinant allergens. **The IgE antibody qualitative test and molecular diagnosis of the allergy (microarrays) are excluded.**

### 3.2. Clinical Analysis

**Dysbiosis tests, ALCAT food sensitivity tests, qualitative antibody screen kit and multiple PCR tests are not included.**

#### 3.2.1. Genetic Studies

**All types of targeted therapy are excluded.**

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 18-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 a first-degree relative who is a carrier of a mutation of one of the hereditary breast or ovarian cancer predisposition genes
- 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

F) Ovarian cancer and breast cancer

Includes the panel of 24 genes for studying hereditary colorectal cancer in peripheral blood for the following indications only:

- Colon cancer < 50 years old
- Endometrial cancer < 50 years old
- Gastrointestinal tract cancer < 50 years old
- > 5 colon polyps <45 years old
- Family history: 2 first-degree relatives with gastrointestinal cancer or endometrial cancer < 50 years old
- Family history: 1 first-degree relative with colon and endometrial cancer

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

HLA DQ2/DQ8 molecule study is included **for under 18s 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**

**Liquid biopsy testing for detecting positive EGFR T790M mutation in patients with non-small cell lung cancer after progression is excluded.**

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

**It excludes HLA class I and II DNA typing, PCA3 study, genome sequencing, gene exome study, microarray, pharmacogenetics (except for the study for diagnosing dihydropyrimidine dehydrogenase deficiency) and gene therapy.**

### 3.3. Anatomic Pathology

### 3.4. Anaesthesiology

### 3.5. Angiology and Vascular Surgery

### 3.6. Digestive System

MR-enterography is included.

**Endoscopic submucosal dissection and morbid obesity treatment, including gastric balloon treatment, endoscopic treatment and surgery, are excluded.**

**Barret radiofrequency treatment of the oesophagus, are excluded.**

### 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

### 3.9. General and gastrointestinal surgery

### 3.10. Maxillofacial Surgery

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

**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. Rhinoseptoplasty operations are excluded.**

### 3.11. Traumatology and Orthopaedic Surgery

### 3.12. Paediatric surgery

### 3.13. Reconstructive Surgery

### 3.14. Thoracic surgery

### 3.15. Dermatology

### 3.16. Endocrinology

### 3.17. Haematology and haemotherapy

### 3.18. Internal medicine

### 3.19. Nuclear Medicine

**Contrast agents will be covered by SANITAS.**

Includes positron emission tomography (PET), alone or combined with computed tomography (PET-CT) **only when the 18F-FDG, choline and PSMA radiotracers are used in the cases specified below and provided that it is performed for diagnostic purposes only**, requiring, in all cases, prior authorisation from SANITAS after evaluation of the doctor's report.

#### **Indications covered for 18F-FDG:**

**A) for the diagnosis, staging and monitoring of the response to treatment and detection, in reasonable cases, of recurrence in oncological processes**

**B) for the following non-oncological indications (authorised by the Spanish Agency of Medicines and Medical Devices in the technical datasheet for 18-fluorodeoxyglucose (18 FDG)):**

#### **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.**

#### **Indications covered for Colina:**

A. Initial staging of prostate cancer in high-risk patients, in accordance with clinical guidelines.

B. Localisation of local, regional or metastatic recurrences in cases of increased serum concentration of prostate-specific antigen (PSA).

C. Parathyroid adenoma prior to surgery.

#### **Indications covered for PSMA:**

A. Initial staging of patients with high-risk prostate cancer before initial curative therapy.

B. Suspected recurrence of prostate cancer in patients with increasing levels of prostate-specific antigen (PSA) serum with negative test results after initial curative therapy.

### 3.20. Nephrology

### 3.21. Pneumology

### 3.22. Neurosurgery

**Surgery assisted by surgical navigation for intracranial processes and intraoperative electrophysiological monitoring for intracranial process and spine surgery are excluded.**

**Endoscopic spinal surgery is excluded.**

### 3.23. Clinical neurophysiology

### 3.24. Neurology

### 3.25. Obstetrics and Gynaecology

**Gynaecological procedures via laparoscopic surgery are excluded.**

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.

**All types of genomic tests are excluded.**

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.

Includes preeclampsia screening in the first trimester only.

**Pelvic floor rehabilitation is excluded**, except for the personalised programme offered by our exclusive phone service.

**The insured can access the pelvic floor rehabilitation plan through the phone programme (917 522 904), provided exclusively through our Sanitas Responde platform, which is made up of a multi-disciplinary team, to recover muscle tone and prevent or treat secondary dysfunction or disorders.**

### **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.

### **3.25.2. Newborn care:**

Consultations only, **provided that the child has been registered with SANITAS.**

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

### 3.26. Ophthalmology

Laser photocoagulation for ischemic retinopathies, macular oedema, glaucoma and peripheral retinal degenerations (holes or tears) and corneal cross-linking for treating keratoconus are excluded.

Orthoptic, pleoptic and refractive surgery (for myopia, hypermetropia, presbyopia and astigmatism) and cross linking are excluded.

### 3.27. Ear, Nose and Throat

CO2 laser and radiofrequency surgery are excluded.

All services associated with cochlear implant surgery and all pre and post-surgery consultations and diagnostic tests for adjusting the device are excluded. All types of rhinoplasty are excluded, except for surgery as a result of trauma or previous non-cosmetic surgery, which will only be performed after assessment via a medical report from a doctor from this speciality.

### 3.28. Radiodiagnosis/Imaging Diagnosis

Comprises standard diagnostic techniques. SANITAS will cover the cost of contrast agents for CT scans, MRIs, renal ultrasound scans for under 18s and Interventional Radiology only.

It also includes:

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

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

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

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

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

B) CAT coronography.

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

### 3.29. Radiotherapy

All services of this speciality are excluded, except for the consultation.

### 3.30. Rehabilitation

### 3.31. Rheumatology

### 3.32. Urology

Includes Multi-parametric Magnetic Resonance of the prostate.

It includes Fusion-guided prostate biopsy **but only when the result of the multi-parametric MRI is PIRADS 3, PIRADS 4 or PIRADS 5.**

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

**Laser endoureteral and bladder lithotripsy are excluded.**

Includes percutaneous laser **for kidney stones larger than 2 cm.** Prior authorisation from SANITAS is required after assessment of the medical report.

**It includes sessions of pelvic floor rehabilitation after specific incontinence surgery performed at SANITAS.** Prior authorisation from SANITAS is required after assessment of the medical report.

**Laser photovaporization and enucleation of the prostate, 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

If these services are provided by healthcare professionals, they must be duly qualified and registered.

### 4.1. Special Care in the Home of the Insured

It will be provided by healthcare teams, when the patient's condition requires special care but not admission to hospital or specialised equipment and always with a prescription from a doctor and after evaluation with a doctor's report provided by the Insured. The medication, material and equipment will be covered by the Insured. **Does not include care for social problems.**

### 4.2. 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 or degenerative process, through to the greatest possible functional

recovery of the patient, determined by the rehabilitation doctor.

**Shockwave therapy for chronic osteotendinous injuries of the musculoskeletal system is excluded.**

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

**All types of in-patient rehabilitation are excluded.**

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 except for post-operative chest surgery for inpatients, 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.**

### 4.3. Nutrition

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

### 4.4. 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.**

#### **4.5. Prostheses**

**All types of internal prostheses and implantable materials are excluded.**

#### **4.6. 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.

**Psychometric tests will be covered by the insured.**

**It includes a maximum of 15 sessions per Insured and insurance annuity.**

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

#### **4.7. Home-based respiratory therapy**

This cover includes the following treatments only:

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.

**Therefore, auto-CPAP is not covered for this treatment.**

c) Partial BiPAP ventilation therapy and aerosol therapy.

## **5. Surgical procedures**

Only group 0, 1 and 2 surgical procedures of the (OMC) are covered.

You can see the full lists of surgical procedures included in these groups via the latest version of the OMC nomenclature, which is valid for the year of the consultation at <https://www.cgcom.es/publicaciones/nomenclator>.

# ADDITIONAL COVERAGES OF YOUR INSURANCE



## Dental Básico

Includes consultations, extractions and scale and polish carried out in the consultation room only.

## Emergencies Via Video Consultation

Insureds who wish to use the emergencies via video consultation service must:

- Register in the MI SANITAS customer-reserved area, which may be accessed via the app or website [www.sanitas.es](http://www.sanitas.es).
- The Insured cannot choose a doctor via the video consultation service but a doctor will be available at the time the consultation is requested.
- The video consultation does not replace the in-person consultation under any circumstances - it is simply an auxiliary tool in the patient diagnosis and treatment process. Therefore, the doctor may require the Insured to attend an in-person consultation when considered necessary.

## Healthcare Programmes

### 1. PURPOSE OF THE COVER

To provide the Insured with information, guidelines and professional and personalised care via remote communication techniques (phone, chat and video consultation).

### 2. SCOPE OF THE COVER:

- This cover corresponds exclusively to the Insured and is personal and non-transferrable.
- The video consultation service will be provided in the cases specified by

SANITAS and always with an appointment.

- The services included in this cover are provided by Sanitas Emisión S.L., a Sanitas Group company.
- If the Insured is under 18 years old, the conversation will be held with the parent or guardian of the minor.

### 3. PROCEDURE

- The Insured can request this service via Mi Sanitas at [www.sanitas.es](http://www.sanitas.es) or via the mobile app to establish contact via chat, an appointment for a video consultation or on 91 752 29 04 within the specified service times.
- It offers recommendations for each digital programme, in addition to an advisor to answer any questions and personalised monitoring of each Insured.
- The targets and actions plans of each Insured will be individual and agreed with the Insured.
- The frequency and form of contact to monitor the programme (via phone, chat and video consultation) will be scheduled with the Insured.
- The Insured can also request an appointment with their healthcare advisor whenever they need to hold a consultation via phone, chat or video consultation within the specified service times.
- The services included in this cover are provided if this cover and the policy of which it is part are valid and the premium is paid to date.

### 4. CUSTOMER SERVICE

The service times are Monday to Friday from 8:00 a.m. to 10:00 p.m., except bank holidays in Spain and local holidays in Madrid.

### 5. DURATION

This supplementary cover will come into effect on the date expressly specified in the individual terms and conditions of the policy and it will terminate on the expiry date; it is extended for successive

12-month periods under the terms and conditions set out for the main benefit in the general terms and conditions of this policy.

## 6. RISKS EXCLUDED

Notwithstanding the exclusions set out in the general terms and conditions of the policy, the following exclusions will be specifically applicable to this cover:

- **Consultations or care requiring the physical presence of the doctor.**
- **Diagnosis of illnesses or prescription of diagnostic tests or medical treatment.**
- **Treatment for any illness, congenial or acquired, which to the judgement of the specialist impedes carrying out the plan.**
- **The cover excluded in the general and individual terms and conditions of the policy.**

Below are the details of the programmes available:

### Personal Trainer and Physiotherapy

#### 1. PURPOSE OF THE COVER

To provide the insured with information, guidelines and professional and personalised care on physical exercise in order to improve the insured's physical fitness.

Service offered by specialist physiotherapists and personal trainers specially designated by SANITAS for each case, who work with medical protocols and specific care programmes according to the insured's profile and health.

This programme allows more visual monitoring of the targets and the progress achieved on the Mi Sanitas app.

## Nutrition

#### 1. PURPOSE OF THE COVER

To provide the insured with information, guidelines and professional and personalised care on nutrition in order to achieve health eating habits.

Service offered by qualified specialists in nutrition and diet who work with medical protocols and specific care programmes according to the insured's profile and health.

This programme allows more visual monitoring of the targets and the progress achieved on the Mi Sanitas app.

#### 2. SPECIFIC RISKS EXCLUDED

Notwithstanding the exclusions outlined above, the following exclusions will be specifically applicable to this cover:

- **Care for the following disorders: underweight (Body Mass Index below 17), eating disorders (anorexia, bulimia, etc.) or any serous disorder/ comorbidity the healthcare professional considers should be monitored through in-person consultations.**
- **Monitoring of morbid obesity (Body Mass Index over 40 or over 35 with associated comorbidities (diabetes, high blood pressure, heart disease, OSA, etc.) are excluded, as these should be monitored according to the protocol defined by the company, after confirming that the insured meets the requirements set out by SANITAS.**

## Psychology

#### 1. PURPOSE OF THE COVER

To provide the insured with information, guidelines and professional and personalised care on psychology in order

to help the insured achieve psychological wellbeing.

Service offered by psychologists who work with medical protocols and specific care programmes according to the customer's profile and health.

## 2. SPECIFIC RISKS EXCLUDED

Notwithstanding the exclusions outlined above, the following exclusions will be specifically applicable to this cover:

- **Attention for the following disorders: psychotic, severe depression, eating disorders (anorexia, bulimia, etc.) personality disorders (schizoid, avoidant, dependent, histrionic, borderline, etc.); dementia and cognitive impairment; morbid obesity (this monitoring should be carried out according to the protocol defined by the company, after confirming that the insured meets the requirements set out by SANITAS).**

## Pregnancy

### 1. PURPOSE OF THE COVER

To provide the insured with information, guidelines and professional and personalised attention on pregnancy, postpartum and the baby's first few months of life in order to help the insured to enjoy a healthy pregnancy and postpartum and offer advice on taking care of the baby.

Service provided by midwives and nurses specialising in maternity specially designated by SANITAS for each case, who work with medical protocols and specific care plans according to the insured's profile and health.

This programme allows more visual monitoring of the targets and the progress achieved on the Mi Sanitas app.

## Healthy Child

### 1. PURPOSE OF THE COVER

To provide the insured with information, guidelines and professional and personalised care on the health and development of children up to 14 years old in order to complete the information provided by the paediatrician during in-person consultations and address any queries.

Service provided by paediatric nurses specially designated by SANITAS for each case, who work with medical protocols and specific care plans according to the insured's profile and health.

This programme allows more visual monitoring of the targets and the progress achieved on the Mi Sanitas app.

## Pelvic floor care

### 1. PURPOSE OF THE COVER

To provide the insured with information, guidelines and professional and personalised support on care and rehabilitation of the pelvic floor in order help the insured prevent or improve problems related to the pelvic floor.

Service provided by physiotherapists specially designated by SANITAS for each case, who work with medical protocols and specific care plans according to the insured's profile and health.

## Quit smoking

### 1. PURPOSE OF THE COVER

To provide the insured with information, guidelines and professional and personalised support on giving up smoking in order to support the insured in their decision to give up or reduce their smoking habit.

Service provided by nurses and psychologists specialising in giving up smoking specially designated by SANITAS for each case, who work with medical protocols and specific care plans according to the insured's profile and health.

## Monitoring of chronic diseases

### 1. PURPOSE OF THE COVER

To provide the Insured with information, guidelines and professional and personalised attention on chronic diseases in order to support the Insured in treating the disease and improving their quality of life.

Service provided by nurses and doctors specialising in chronic diseases specially designated by SANITAS for each case, who work with medical protocols and specific care plans according to the Insured's profile and health.

## Blua

## Healthcare programmes

### 1. PURPOSE OF THE COVER

To provide the Insured with information, guidelines and professional and personalised care via remote communication techniques (phone, chat and video consultation).

### 2. SCOPE OF THE COVER:

- This cover corresponds exclusively to the Insured and is personal and non-transferrable.
- The video consultation service will be provided in the cases specified by SANITAS and always with an appointment.
- The services included in this cover are provided by Sanitas Emisión S.L., a Sanitas Group company.

- If the Insured is under 18 years old, the conversation will be held with the parent or guardian of the minor.

### 3. PROCEDURE

- The Insured can request this service via Mi Sanitas at [www.sanitas.es](http://www.sanitas.es) or via the mobile app to establish contact via chat, an appointment for a video consultation or on 91 752 29 04 within the specified service times.
- It offers recommendations for each digital programme, in addition to an advisor to answer any questions and personalised monitoring of each Insured.
- The targets and actions plans of each Insured will be individual and agreed with the Insured.
- The frequency and form of contact to monitor the programme (via phone, chat and video consultation) will be scheduled with the Insured.
- The Insured can also request an appointment with their healthcare advisor whenever they need to hold a consultation via phone, chat or video consultation within the specified service times.
- The services included in this cover are provided if this cover and the policy of which it is part are valid and the premium is paid to date.

### 4. CUSTOMER SERVICE

The service times are Monday to Friday from 8:00 a.m. to 10:00 p.m., except bank holidays in Spain and local holidays in Madrid.

### 5. DURATION

This supplementary cover will come into effect on the date expressly specified in the individual terms and conditions of the policy and it will terminate on the expiry date; it is extended for successive 12-month periods under the terms and conditions set out for the main benefit in the general terms and conditions of this policy.

## 6. RISKS EXCLUDED

Notwithstanding the exclusions set out in the general terms and conditions of the policy, the following exclusions will be specifically applicable to this cover:

- **Consultations or care requiring the physical presence of the doctor.**
- **Diagnosis of illnesses or prescription of diagnostic tests or medical treatment.**
- **Treatment for any illness, congenial or acquired, which to the judgement of the specialist impedes carrying out the plan.**
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#### 1. PURPOSE OF THE COVER

To provide the insured with information, guidelines and professional and personalised care on nutrition in order to achieve health eating habits.

Service offered by qualified specialists in nutrition and diet who work with medical protocols and specific care programmes according to the insured's profile and health.

This programme allows more visual monitoring of the targets and the progress achieved on the Mi Sanitas app.

## 2. SPECIFIC RISKS EXCLUDED

Notwithstanding the exclusions outlined above, the following exclusions will be specifically applicable to this cover:

- **Care for the following disorders: underweight (Body Mass Index below 17), eating disorders (anorexia, bulimia, etc.) or any serious disorder/comorbidity the healthcare professional considers should be monitored through in-person consultations.**
- **Monitoring of morbid obesity (Body Mass Index over 40 or over 35 with associated comorbidities (diabetes, high blood pressure, heart disease, OSA, etc.) are excluded, as these should be monitored according to the protocol defined by the company, after confirming that the insured meets the requirements set out by SANITAS.**

### Psychology

#### 1. PURPOSE OF THE COVER

To provide the insured with information, guidelines and professional and personalised care on psychology in order to help the insured achieve psychological wellbeing.

Service offered by psychologists who work with medical protocols and specific care programmes according to the customer's profile and health.

## 2. SPECIFIC RISKS EXCLUDED

Notwithstanding the exclusions outlined above, the following exclusions will be specifically applicable to this cover:

- **Attention for the following disorders: psychotic, severe depression, eating disorders (anorexia, bulimia, etc.) personality disorders (schizoid, avoidant, dependent, histrionic, borderline, etc.); dementia and cognitive impairment; morbid obesity (this monitoring should be carried out according to the protocol defined by the company, after confirming that the insured meets the requirements set out by SANITAS).**

## Pregnancy

### 1. PURPOSE OF THE COVER

To provide the insured with information, guidelines and professional and personalised attention on pregnancy, postpartum and the baby's first few months of life in order to help the insured to enjoy a healthy pregnancy and postpartum and offer advice on taking care of the baby.

Service provided by midwives and nurses specialising in maternity specially designated by SANITAS for each case, who work with medical protocols and specific care plans according to the insured's profile and health.

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## Healthy Child

### 1. PURPOSE OF THE COVER

To provide the insured with information, guidelines and professional and personalised care on the health and development of children up to 14 years old in order to complete the information provided by the paediatrician during in-person consultations and address any queries.

Service provided by paediatric nurses specially designated by SANITAS for each case, who work with medical protocols and specific care plans according to the insured's profile and health.

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## Pelvic floor care

### 1. PURPOSE OF THE COVER

To provide the insured with information, guidelines and professional and personalised support on care and rehabilitation of the pelvic floor in order help the insured prevent or improve problems related to the pelvic floor.

Service provided by physiotherapists specially designated by SANITAS for each case, who work with medical protocols and specific care plans according to the insured's profile and health.

## Quit smoking

### 1. PURPOSE OF THE COVER

To provide the insured with information, guidelines and professional and personalised support on giving up smoking in order to support the insured in their decision to give up or reduce their smoking habit.

Service provided by nurses and psychologists specialising in giving up smoking specially designated by SANITAS

for each case, who work with medical protocols and specific care plans according to the insured's profile and health.

## Other digital benefits

SANITAS shall provide the insured, at not extra cost, with digital benefits associated to caring for their health in addition to or to replace those included in this policy. The scope of the insured cover of these benefits and their limits and exclusions will be available in the Mi Sanitas private area of [www.sanitas.es](http://www.sanitas.es) or on the app. Insureds must accept these terms and conditions before using them.

## Emergencies via video consultation

Insureds who wish to use the emergencies via video consultation service must:

- Register in the MI SANITAS customer-reserved area, which may be accessed via the app or website [www.sanitas.es](http://www.sanitas.es).
- The Insured cannot choose a doctor via the video consultation service but a doctor will be available at the time the consultation is requested.
- The video consultation does not replace the in-person consultation under any circumstances - it is simply an auxiliary tool in the patient diagnosis and treatment process. Therefore, the doctor may require the Insured to attend an in-person consultation when considered necessary.

## 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. Any type of healthcare provided in hospital or day hospital, according to the definition of these in the glossary, in addition to any surgical operation performed under any care system.**

**C. Any healthcare, diagnostic tests or therapeutic methods prescribed or performed by the medical specialisations or healthcare units of nuclear medicine, radiotherapy, interventionist radiology or hemodynamics.**

**D. All complex therapeutic methods without exception.**

**E. 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.
- Any session given by specialist in Speech Therapy or Phoniatrics.

**F. The healthcare provided in:**

- Social Security centres or services or integrated in the National Health Service. Cross-border healthcare is also excluded.

G. 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.

H. All means, methods, tests, techniques or diagnostic, surgical or therapeutic procedures (hereinafter the “Techniques”) that arise after taking out the policy or each annual extension of the policy. This exclusion will only apply if the policy covers other alternative Techniques to the new technique, even if they are not similar, and which have not become clearly obsolete, fallen into disuse or surpassed by the new Technique in question.

Likewise, any Techniques performed within a clinical trial or that, due to their lack of safety or effectiveness, are not used in normal clinical practice are excluded; these being any techniques that are not approved by the European Medicines Agency and/or the Spanish Agency of Medicines and Medical Devices and by the Health Technology Assessment Agencies of the health services of the Autonomous Communities or the Ministry of Health.

The Techniques that SANITAS informs the Policyholder are included in the policy will be included under the terms and conditions within the limits set out in said communications.

The contents of this section are understood to be without affecting the other exclusions set out in this policy.

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

- Diseases or treatments not covered or any medical service that is directly associated with a treatment that has not been provided under the insured cover of the policy because it is not included in 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.
- All types of transplants.
- Any surgical procedure on unborn babies.
- Any surgical technique using robotic surgery equipment.
- Genetic map determinations to ascertain the predisposition of the Insured or his present or future offspring to certain diseases related to genetic disorders. Genetic mapping of tumours and pharmacogenetics are also expressly excluded
- Any type of prosthesis, osteosynthesis material, orthopaedic and implantable material (internal and external) as well as any healthcare related to its placement, review or removal from the patient.
- Procedures, infiltrations and treatments and any other aesthetic or cosmetic procedure, including those based on psychological reasons, except for those included in the cover because they are classified by the OMC as degree of difficulty 0, 1 or 2. For breast surgery, only that arising from tumours is covered, the following being expressly excluded: prophylactic surgery, except for surgery that meets the criteria set out in the breast surgery section and surgery to correct breast hypertrophy and/or gynecomastia.
- Treatments with platelet-rich plasma, growth factors and stem cells.

- 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.
- 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.

J. All healthcare techniques or therapeutic procedures using laser.

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. 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)).

All pharmacokinetic studies are excluded.

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

N. Treatment with High Intensity Focused Ultrasound (HIFU) is excluded.

Ñ. Only group 0, 1 and 2 surgical procedures of the (OMC) are covered.

## 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:

- **Complex diagnosis tests: 6 Months**
- **Group 0 to II operations, as classified by the Spanish Medical Colleges Organisation: 3 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. **When a certain treatment or surgical or diagnostic method is not included in the insured cover, the medical care services that must be provided as a result of undergoing the aforementioned treatment or method shall not be included in the insured cover either.**

**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 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. 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).

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

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

### **1.8. Emergencies**

As specified in article 103 of the Insurance Contract Act, SANITAS provides the necessary care of an **emergency** nature in accordance with the policy Terms and Conditions and that in all cases shall be provided through the resources designated by SANITAS, expressly indicated in the User Guide to Doctors and Services for this product.

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

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

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

## **2. Remote medical consultations**

The Insured may access certain physicians and specialities from the partnered medical network to receive customised medical care via the video consultation and phone consultation services, hereinafter "Remote medical consultations".

In addition, the insured can access a 24-hour Emergencies service via video consultation.

### **2.1. Description:**

- The service shall be provided by specialist physicians selected by SANITAS from within the SANITAS partnered medical network.
- SANITAS will provide information at all times at [www.sanitas.es](http://www.sanitas.es) regarding the specialities and physicians who you can access via the remote medical consultations.
- This service shall always be provided after a previous appointment has been made and is not valid for emergency care, which shall be attended in SANITAS partner centres for due management. Subject to the availability of each specialist's schedule and opening hours. You can check these hours at Mi Sanitas. As an exception to the aforementioned, any emergency care that may be provided through the video consultation service will not require an appointment. For emergencies that, due to their nature, cannot be treated through the aforementioned services, the insured has access to the emergency services in the SANITAS partnered medical network.
- A service accompanied by the instant messaging functionality, during remote medical consultations and afterwards if the doctor considers it appropriate.
- Remote medical consultations may involve exchanging medical documentation that can be filed in the Mi Sanitas Health File at [www.sanitas.es](http://www.sanitas.es).
- SANITAS has adopted the legally required technical resources to guarantee due confidentiality of information exchanged in this fashion.

- In order to guarantee said confidentiality, recording images and sound from remote medical consultations or attaching them to any type of capturing medium is strictly prohibited. The full or partial copying, reproduction, distribution, dissemination, making available to third parties or any other way of publicly communicating, transforming or modifying by any means, whether electronic or any other, the image or sound obtained or produced during remote medical consultations is also strictly prohibited, without the express written consent of the physician concerned or Sanitas S.A. de Hospitales. However, the physician may keep a copy of remote medical consultation for the purpose of storing it with the clinical documentation.
- The service shall be provided exclusively to those Insured who expressly appear as registered as such on the policy. Each Insured must book an appointment to receive the service, except for remote medical consultation in 24-hour emergencies. Remote medical consultation must be customised for each Insured party.
- If the Insured is under 18 years of age, remote medical consultation may only be performed with the prior authorisation of the minor's legal representative.
- The Insured must have and shall be responsible for all technical (hardware and software) and remote communication means needed to guarantee the correct performance of remote medical consultation. SANITAS shall not be held responsible for any harm that may be caused due to failure of electronic devices, connections or shortfalls of these means on the part of the Insured.
- This form of consultation is simply to aid decision-making on the part of the physician and does not replace a face-to-face consultation or make it possible to diagnose diseases or prescribe diagnostic tests or medical treatments in cases where, in the doctor's opinion, the Insured must be present in the consulting room for a personal and direct assessment, including a physical examination of the

Insured by the specialist. The results of the face-to-face consultation will always prevail over any assessments and criteria performed in remote medical consultation.

- Consultations performed through remote medical consultations by professionals not expressly authorised by SANITAS to attend the Insured through remote medical consultations are not covered, regardless of whether they belong to the SANITAS partnered medical network for this product or not.

## **2.2. Procedure:**

- The Insured must request this service via Mi Sanitas at [www.sanitas.es](http://www.sanitas.es) or via the mobile app, except for the remote medical consultation in 24-hour emergencies.
- The Insured must connect to Mi Sanitas on the date and time of the appointment to establish contact with the doctor and begin the remote medical consultation and follow any other instructions provided by SANITAS at all times.

## Clause VI: Other features of the insurance

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

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

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

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

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

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

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

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

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

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

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 59 years old.** Only those who are under 59 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. SANITAS may require the Insured to provide the documents issued by the corresponding Spanish authorities considered necessary to prove residency in Spain, such as a tax residency certificate.

**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.** 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.

**4.8.** 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.

**4.9.** 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. Provision of reports

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

## 6. Complaints

### 6.1. Complaints control and procedure

a) Supervision of the business activity of SANITAS lies with the Spanish State and is exercised through the Directorate General for Insurance and Pension Funds of the Ministry of 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**, which will acknowledge receipt in writing and issue a reasoned written decision **within the statutory deadline of two months** from the date of filing the complaint, so long as it meets all the requirements sought, pursuant to Order ECO /734/2004, of 11 March, on the customer care departments and services of financial entities and the Customer Protection Regulation available at your disposal in our offices.

**2.** Once this internal process has been exhausted or in the event of disagreement with the decision of SANITAS, a signed written complaint, with the claimant's National Identification Document or a document accrediting their identity, may be lodged with **Complaints Service of the Directorate General for Insurance and Pension Funds, on paper or electronically with a digital signature, via its website**. Accordingly, the claimant must prove that the established period for the settlement of the complaint by SANITAS Complaints Management Department has expired, that the complaint has been denied leave to proceed or has been dismissed.

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

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

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

## 7. Other important legal points

### 7.1. Subrogation

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

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

### 7.2. 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.

### 7.3. Notifications

**7.3.1. 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.**

**7.3.2.** 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.

**7.3.3.** 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.

**7.3.4.** 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.

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

**7.4.** Bearing in mind that, as the insurer, Sanitas covers only the financial costs of the medical services the Insured requires, in accordance with the terms and conditions set out in the policy, but does not intervene in or supervise the medical acts performed by the healthcare professionals who treat the Insured under the cover included in the policy, in the event of defective medical or hospital performance, the Insured undertakes to direct any legal or extrajudicial action (including alternative dispute resolution methods) exclusively against the healthcare professionals or centres directly involved in providing the healthcare in question, and against their respective civil liability insurers, expressly waiving any type of claim and/or action against Sanitas S.A. de Seguros.

## 8. 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.

### 8.1 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.

### 8.2 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.

**8.3 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.

**8.4 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.

### 8.5 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.

### 8.6 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 -a copy of their ID card or equivalent document proving their identity may be requested- 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.

### **8.7 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.

### **8.8 Minors**

In general, Sanitas will only process the Personal Data of children under the age of eighteen when their parents or legal guardians have given their consent 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.

### **8.9 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.

### **8.10 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.

## **9. Jurisdiction**

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

## 10. 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.

## 11. How to contact us

### Customer Service

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

Executed in duplicate in Madrid, 02 October 2025

For the Insured /  
Policyholder

For SANITAS



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