

GENERAL TERMS AND CONDITIONS



Sanitas Sociedad Anónima de Seguros

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Preliminary clause

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

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

Glossary of terms

For the purposes of this document of the **Health Plan Basic** 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.

CONSULTATION

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

DIAGNOSIS

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

REGISTERED NURSE

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

ILLNESS

Any alteration of the state of health of an individual who suffers the action of a

pathology that is not the result of an accident, which is diagnosed and confirmed by a legally recognised doctor or dentist and which requires professional medical care.

CONGENITAL DISEASE

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

USER GUIDE TO DOCTORS AND SERVICES

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

CONVENTIONAL ROOM

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

HOSPITAL

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

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

The centres, services and establishments, regardless of ownership, authorised by the health authorities of the autonomous communities and cities with a Statute of Autonomy are listed in the **Registro General de centros, servicios y establecimientos sanitarios**, of the Ministry of Health. Centres,

services and establishments, regardless of ownership, not within the national territory must appear accredited as healthcare establishments according to the law applicable in each country.

SURGERY

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

INJURY

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

OSTEOSYNTHESIS MATERIAL

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

ORTHOPAEDIC MATERIAL

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

MEDICINAL PRODUCTS

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

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

PHYSICIAN

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

COMPLEX THERAPEUTIC PROCEDURES

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

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

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

NEWBORN

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

CHILDBIRTH

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

ORGAN DISEASE

Structural injury to tissue or organs of the human body.

PROSTHESES

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

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

COMPLEX DIAGNOSIS TEST

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

PSYCHOLOGY

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

HOME SERVICES

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

EMERGENCY CARE SERVICES

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

TREATMENT

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

EMERGENCY

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

LIFE-THREATENING EMERGENCY / MEDICAL EMERGENCY

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

Clause I: Benefits

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

PRINCIPAL BENEFITS

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

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

1. Primary care

1.1. General medicine:

Medical care at the consulting room, indication and prescription of tests and basic diagnostic means (analyses and general radiology), during the days and hours set for this by the physician, and at the Insured's home when s/he is unable to go to the doctor's consulting room for reasons solely dependent on the disease s/he is suffering. In this case telephone requests by the Insured for home care shall be made to the doctor between 9 a.m. and 4 p.m. In emergencies the Insured shall go to the permanent emergency services arranged by the Insurance Company, or else contact the

telephone service listed in the User Guide to Doctors and Services.

1.2. Paediatrics and Childcare:

Comprises the care of children up to 14 years of age, both at the consulting room and at home, indication and prescription of tests and basic diagnostic means (analyses, ultrasound and general radiology); the same rules apply as to general medicine.

1.2.1. Care for newborns:

Covers healthcare to a newborn child at the Company's partner facilities and the related expenses, **provided the newborn is registered with the Insurer.**

1.2.2. Children's Health Programme:

Comprises the psychoprophylactic preparation for childbirth with practical and theoretical classes in childcare and psychology, parent school during the child's first year of life and health examinations of the newborn, including metabolic testing, hearing tests, otoemissions, visual acuity testing, as well as a programme of health checks scheduled at key ages for the development during the first four years. Similar programmes which do not form part of the Insurer's medical network and are in the second European country of cover named in the Particular Conditions are not included.

1.3. Registered nurse service:

Consulting-room and home care, the latter subject to prior prescription by one of the Insurer's doctors only and making the notification calls as specified in point 1.1 relating to general medicine.

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

Diagnostic tests shall be performed by the services designated by the Insurer. Prior written prescription by one of the Company's doctors shall be required.

3.1. Allergy and immunology:

Autovaccination shall be at the Insured's own expense.

3.2. Clinical Analysis

3.3. Anatomic pathology

3.4. Anaesthesiology, resuscitation and pain treatment:

All types of implantable materials are expressly excluded.

3.5. Angiology and vascular surgery

3.6. Digestive system:

Comprises the prevention of colorectal cancer, medical consultation, physical examination, endoscopic examinations, where necessary, **upon written prescription issued by one of the doctors affiliated with the Insuring Entity.**

3.7. Cardiology

Consultation only

3.8. Cardiovascular surgery

Consultation only

3.9. General and gastrointestinal surgery

Consultation only.

3.10. Oral and maxillofacial surgery:

Consultation only.

3.11. Traumatology and orthopaedic surgery:

Includes arthroscopic surgery, hand surgery, percutaneous nucleotomy, chemomyonucleolysis and bone implants of biological materials.

3.12. Paediatric surgery

Consultation only

3.13. Plastic and reconstructive surgery

Consultation only

3.14. Thoracic surgery

Consultation only

3.15. Dermatology

3.16. Endocrinology

3.17. Geriatrics:

Any inpatient admission or care arising from problems of a social nature is excluded.

3.18. Gynaecology

3.19. Haematology and haemotherapy

3.20. Internal Medicine

3.21. Nuclear Medicine

Contrast agents are paid for by SANITAS.

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

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

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

b.1- Cardiology

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

b.2- Neurology.

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

b.3- Infectious or inflammatory diseases

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

Infection diagnosis in the case of:

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

Detection of extension of inflammation in the case of:

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

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

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

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

Any radiotracer other than 18FDG is excluded.

3.22. Consultant physicians and surgeons

The Insured may be referred to particular consultant physicians and/or surgeons designated by the Insurer for special cases and upon reasoned request of a specialist included in the medical network.

3.23. Nephrology

Comprises lithotripsy of the urinary tract and dialysis techniques in acute processes, **expressly excluding dialysis techniques relating to treatments of chronic processes.**

3.24. Neonatology

3.25. Pneumology

Includes endobronchial ultrasound in the following indications:

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

Requires prior authorisation from SANITAS after assessing the medical report.

3.26. Neurosurgery

Consultation only.

3.27. Neurology

3.28. Ophthalmology

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

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

3.29. Oncology:

Includes diagnosis and treatment scheduling by cancer specialists of diseases relating to this speciality. Treatment is paid for by the Insured.

3.30. Ear, Nose and Throat.

Consultation only.

3.31. Psychiatry

3.32. Radiodiagnosis/Imaging Diagnosis

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

It also includes:

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

- Screening of colon cancer and colon polyposis in patients without a known clinical history of colon cancer, polyposis or inflammatory intestinal illness, as long as they present family background of these pathologies or are candidates to screening for age reasons (from the age of 50).
- Screening of colon cancer and colon polyposis in patients in which the conventional colonoscopy is contraindicated due to their clinical situation or entails a higher risk.

- As a complement to conventional colonoscopy when this has been unable to reach the full length of the colon.

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

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

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

Assessment of the calcium score is excluded.

3.33. Interventional or invasive radiology:

With a prescription from a Company doctor and after authorisation from the Company.

3.34. Radiotherapy:

Includes radiotherapy **exclusively for cancer processes.**

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

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

3.35. Rehabilitation:

3.36. Rheumatology

3.37. Urology

Includes Multiparametric Magnetic Resonance of the prostate in the following indications:

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

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

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

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

Includes laser photo-vaporization and enucleation of the prostate.

Includes laser endourethral and vesical lithotripsy.

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

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

4. Other care services

Therapeutic Methods

To be performed by the services designated by the Insurer. Prior written prescription by one of the Company's doctors shall be required.

4.1. Aerosol therapy and ventilation therapy:

Partial ventilation therapy with BiPAP and aerosol therapy. The Insured shall bear the cost of any medication.

4.2. Ambulance:

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

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

4.3. Special home care:

It will be carried out by the health teams designated by the Insurance Company, subject to prior prescription by one of its physicians when the patient's condition requires special care but not going so far as to need hospitalisation, but always subject to prior medical prescription. Does not comprise care for problems of a social nature.

4.4. Physiotherapy

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

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

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

Neurological rehabilitation, early care, occupational therapy, pelvic floor rehabilitation, outpatient cardiac rehabilitation, respiratory rehabilitation, temporomandibular joint rehabilitation, vestibular rehabilitation, ophthalmological rehabilitation or rehabilitation using robotic systems are expressly excluded.

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

4.5. Haemodialysis:

Haemodialysis shall be provided, both on and outpatient and inpatient basis, solely for the treatment for the required number of days of

acute kidney failures, while **chronic conditions are expressly excluded.**

4.6. Urinary tract lithotripsy

4.7. Speech and Phoniatic Therapy

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

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

Only the following are covered:

Organic processes associated to the larynx and vocal cords:

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

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

4.8. Nutrition

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

4.9. Dentistry and stomatology:

Only includes extractions, related stomatological cures and buccal cleaning prescribed by the Insurer's dentist.

4.10. Oxygen therapy:

Includes liquid oxygen therapy, with concentrator and gas. Both in the event of admission to hospital and at home. Outpatient oxygen therapy is only included **for chronic patients requiring treatment with oxygen during at least 16 hours a day.**

4.11. Podiatry (chiropody):

Limited to five sessions a year.

4.12. Psychology

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

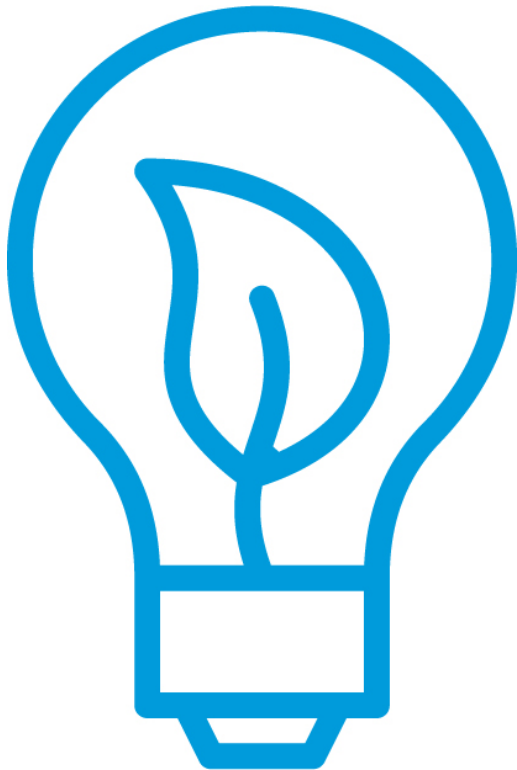
It includes a maximum of 4 consultations per month and with a limit of 15 sessions per Insured and insurance annuity.

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

4.13. Pain treatment

Only implantable reservoirs (of the port-a-cath type) are included. **Implantable pumps for drug delivery and medullar stimulation electrodes are expressly excluded.** Similar programs, performed by professionals not belonging to the Insurer's medical network or performed in the second European country of cover indicated in the Particular Conditions, are not included.

ADDITIONAL COVERAGES OF YOUR INSURANCE



Overseas emergency healthcare cover

What is it? Use of services and time limit

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

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

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

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

What is not included?

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

- **pregnancy costs incurred after the first 150 days.**
- **mental and chronic illnesses causing alterations in the Insured's health.**

What services are included?

1. Medical Costs

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

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

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

Limits

€10.000 per person and claim.

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

What is included?

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

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

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

When the Insured has to be admitted to hospital on a doctor's orders and in accordance with the medical service,

SANITAS shall reimburse the costs arising from the necessary extended hotel stay for their companion - if also insured by Sanitas - **up to a maximum of €60 per day and up to a maximum of 10 days.**

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

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

5. Transport in the event of death

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

6. Early return of insured accompanying relatives

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

7. Accompanying children

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

8. Search and retrieval of luggage and personal belongings

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

9. Dispatch of documents and personal belongings overseas

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

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

10. Advance of funds

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

11. Legal advice

If the Insured is incarcerated or prosecuted as a result of a traffic accident, SANITAS shall pay **up to €1,500** for lawyer and attorney fees incurred for the legal assistance provided. If this service is covered by the Motor Insurance Policy, it shall be considered an advance and SANITAS shall reserve the right to request a special guarantee from the Insured to ensure payment of the advance.

consequence of a guarantee covered by the contract.

12. Advance of the amount for bail demanded abroad

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

13. Dispatch of medication

What is included?

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

What is not included?

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

14. Transmission of urgent messages

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

Clause II: 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:

1. Any outpatient or inpatient surgical intervention as well as surgery performed at a day hospital is excluded.

2. Any test, treatment or medical intervention related to pregnancy, childbirth or postpartum period is excluded.

3. All kinds of illnesses, defects or pre-existent and/or congenital diseases, defects or deformities, as a result of accidents or diseases that occurred prior to the date of each Insured's inclusion in the policy; as well as those that may arise from the former.

At the time of subscribing the insurance proposal/application the Policyholder is obliged to declare, on his/her own behalf and that of the beneficiaries and/or each one of these, if they suffer or have suffered from any type of lesion or disease, especially those of a recurrent or congenital nature, or which require or have required studies, diagnostic tests or treatments of any kind; or at the time of subscription they suffered symptoms or signs that might be considered to be the onset of some pathology. When manifested in this way, the condition shall be considered pre-existent and/or congenital and, therefore, excluded from the covers agreed in the insurance contract. If there are pre-existent and/or congenital diseases, the Insurer reserves the right to accept or reject the inclusion of the applicant or applicants, and in the event of acceptance, the corresponding exclusion clause shall be added to the particular conditions of the policy regarding the provision of services for

pre-existing and/or congenita diseases, defects or deformations, present prior to the date of each Insured's inclusion in the policy; as well as those that may stem from them.

4. Healthcare for illnesses or lesions occurring as a result of civil, international or colonial wars, invasions, insurrections, rebellions, acts of a terrorist nature in any of its forms (chemical, biological, nuclear, etc.), revolutions, mutinies, uprisings, repressions and military manoeuvres, even in peace time, and officially declared epidemics.

5. Illnesses or accidents directly or indirectly connected with nuclear radiation or radioactive contamination, as well as those arising from such natural disasters as earthquakes, floods, volcanic eruptions and other seismic or meteorological phenomena, except lightning.

6. The healthcare services resulting from the risks listed below are not covered by this policy, without affecting any other exclusion duly highlighted in the terms and conditions of this policy:

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

7. Healthcare derived from chronic alcoholism, drug addiction, intoxications due to abuse of alcohol, psychopharmaceuticals, narcotics or hallucinogens, attempted suicide and

self-inflicted injuries, and healthcare for diseases or accidents suffered by the Insured with fraudulent intent.

8. The following human medicines:

- Any type of medication administered to the insured outside of hospitalisation, except for chemotherapy administered via parenteral by a healthcare professional and via bladder instillation in the case of MITOMICINA and BCG under outpatient care or without hospitalisation; and medication in home respiratory therapies that are expressly included in the insured cover.
- Medicinal products not on the market in Spain.
- The following special medicines:
 - Vaccines/autogenous vaccines and other biological medicinal products
 - Medicines of human origin
 - Advanced therapy medicinal products (gene and cell)
 - Medicinal plant products
 - Homeopathic medicinal products
 - OTC products

All pharmacokinetic studies are excluded.

9. All diagnostic, surgical or therapeutic methods, procedures or techniques that appear after the date of taking out the policy except where SANITAS, in compliance with art 126.2 of Royal Decree 1060/2015 of 20 November on the Organisation, Supervision and Solvency of Insurance and Reinsurance Companies has communicated to the Policyholder in writing that they have been included in the insured covers under the terms and within the limits established in said communication.

Also excluded are any therapeutic method, surgical technique or diagnostic test performed within a clinical trial or not used in regular clinical practice due to lack of safety or efficacy, considering

these to be those not approved by the European Medicines Agency and/or the Spanish Agency of Medicinal Products and Medical Devices, as well as by the health technology evaluation agencies of Spain's regional health services or national Ministry of Health. Also excluded from coverage are therapeutic methods, surgical techniques and diagnostic tests that have been clearly surpassed by other available ones.

10. Homeopathy is excluded unless it is covered by the particular terms and conditions of the policy.

11. 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.

12. Transplants of organs, tissues, cells or cell components.

13. Healthcare derived from infection by Human Immunodeficiency Virus (HIV), AIDS and the diseases related to this.

14. Hair treatments for cosmetic purposes are excluded.

15. Hospitalisation for social problems.

16. General medical check ups unless established in the description of services in the section What's covered by the policy?

17. Anything related to education therapy, such as language education in congenital processes or special education in patients with mental disease.

18. Endodontics, fillings, fitting of dental prostheses, orthodontics, periodontics and implants, as well as dental treatments other than those specified in the

description of the services in section What's covered by the policy?.

19. Prosthesis and implantable materials except those mentioned in the corresponding paragraph of the present General Terms and Conditions. Among others, any external prosthesis, customised prostheses, any orthopaedic material, external fixing materials, synthetic or biological materials, grafts, or oesophageal or colonic endoprosthesis, aortic endoprosthesis, valved ducts, except those associated with aortic valve replacement surgery, implantable pumps for the infusion of medicaments, medullary stimulating electrodes, defibrillators and the artificial heart.

20. Chronic dialysis and haemodialysis treatments.

21. Travel expenses, except ambulances, on the terms specified in the description of the services in section What's covered by the policy?.

22. Refractive surgery of any type

23. Surgical techniques or therapeutic procedures using laser.

24. Genetic map determinations to ascertain the predisposition of the Insured or their ancestors or present or future descendants to all diseases related to genetic disorders. Except for the determination of BCRA1 and BCRA2 and genetic tests for breast cancer (ONCOTYPE, MAMMAPRINT and PROSIGNA) under the conditions detailed in previous sections. Fluid biopsy type genetic mapping of tumours and pharmacogenetics are also expressly excluded.

25. New diagnostic, surgical and therapeutic techniques which are not included in writing in the policy herein are excluded.

26. The following are expressly excluded: operations, infiltrations and treatments and any other intervention of a purely aesthetic or cosmetic nature; any type of disorder or complication which may occur subsequently and which is directly and mainly caused by the Insured's undergoing an operation, infiltration or treatment of a purely aesthetic or cosmetic nature as mentioned above.

27. Conditions or treatments that are not covered or any other medical benefit with a direct relation to a treatment that was not done under the policy's insurance coverage for not being covered by it.

28. Alternative medicine, naturopathy, homeopathy, acupuncture, mesotherapy, hydrotherapy, magnet therapy, pressure therapy, ozone therapy, etc., unless expressly stated otherwise in the Particular Terms and Conditions of the policy herein.

29. Plasma rich in platelets or growth factors is expressly excluded.

30. Advanced therapies (medications for human consumption based on genes, cells or cell therapy and that include products of an autologous, allogeneic or xenogeneic origin).

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

32. All treatments with hyperbaric chamber are excluded.

33. Any radiofrequency treatment at musculoskeletal level, except vertebrae.

Clause III: 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:

- **Psychology:** 6 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 IV: Form of service provision

The Insurer hereby assumes, on the terms and with the limits set forth in the General, Particular and, when applicable, Special Terms and Conditions and Policy Supplements that may be issued, the medical and surgical care throughout Spain, according to standard practice, both on an outpatient and inpatient basis, of the diseases or injuries comprised in the description of the Policy services.

As specified in article 103 of the Insurance Contract Act, the Insurer assumes the necessary care of an emergency nature in accordance with the Policy Terms and Conditions

1. Through the contracted medical network

As specified in the applicable regulatory provisions, care shall be provided in **all the towns and cities where the Insurer possesses duly authorised representation or has an approved medical facilities arrangement**. When in any of the towns and cities where such a representation or approved medical facilities arrangement operates any of the services comprised in the contract the contract is not available, they shall be provided in the province of the Insured's choosing where such facilities do exist. Policyholders are **free to consult specialists** who are members of the Insurer's medical network. In addition, the Insurer may assign the Insured a general practitioner and, where appropriate a paediatrician from amongst those listed on the Insurer's Medical Staff in order to allocate him/her to act as a family doctor. **The Insured may change family doctor by simply notifying** the Insurer, without having to give any reason.

Upon receiving the due services, the Insured shall show the Sanitas card, as well as the last premium paid receipt as evidence of being up to date in the

payments. The Insured is also obliged to show his/her National Identity Card if so required.

As a rule, the Insurer's prior authorisation is needed for surgical operations, hospitalisation, consultants and certain therapeutic methods and diagnostic tests, subject to prior prescription by one of its doctors. The Insurer shall give this authorisation unless it is considered to be a service that is not covered by the Policy. This authorisation shall be financially binding on the Insurer.

In particular, for the highly complex surgical operations detailed in the following (surgery on the central nervous system, cardiac surgery and spinal surgery), the Entity reserves the right to designate the healthcare centre and the professionals who will complete the operation, in each individual case and prior to the realisation of the specific surgical operation.

The foregoing paragraph notwithstanding, in **emergency cases** an order by one of the Insurer's physicians shall suffice for these purposes, although the Insured shall notify the Insurer of the fact and obtain its confirmation within 7 days of admission to the hospital institution or the provision of the healthcare service. In these emergency circumstances, the Insurer shall be bound financially up to the time when it expresses objections to the physician's order, in the event of considering that the policy does not cover the medical act.

Any changes to the address of the Insured are to be notified by way of registered post **with a minimum of eight days before any services are requested.**

In the event of travelling temporarily to places where the Insurer does not have an office of its own but does have approved external facilities, the Insured shall present his/her Sanitas card to request the services at the offices of the entities approved by the Insurer and comply with the administrative formalities of said entities.

Where exceptional healthcare needs so require, the Insurer may refer or move the Insured to a public hospital for medical treatment.

2. In providers non contracted with the Insurer

The Insurer shall not accept liability for the fees of physicians not forming part of its medical staff, nor for the expenses of hospitalisation and services that said outside physicians might order. Likewise, the Insurer shall accept no liability for the expenses of hospitalisation or the services occasioned at public or private centres not recognised by the Insurer, irrespective of the physician who prescribes or performs them, except as provided in the final paragraph of Form of service provision., section (a)

In emergency circumstances as defined herein, **the Insurer shall accept liability for the medical-healthcare expenses occasioned at private centres, although the Insured shall notify it by any means within 7 days of the provision of said care,** in order to transfer him/her to one of the centres approved by the Insurer, providing that the clinical situation so permits. Likewise, he/she shall supply a written description of the claim within a maximum period of 7 days, in accordance with article 16 of the Insurance Contract Act.

Inclusion in the policy cover of new diagnostic and therapeutic techniques and new technologies shall made according to the principles of the medicine based on the evidence once effectiveness and safety has been proven and there are adequate resources for such inclusion as arranged by the Company. The fact that a healthcare technique, consultation, diagnostic or therapy resource is prescribed or arranged by a physician does not automatically imply that it is required from a medical point of view.

Clause V: Other features of the insurance

1. Basis and loss of rights of the policy

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

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

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

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

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

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

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

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

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

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

2. Duration of insurance

2.1. The Insurance Contract expiry date shall be established in its particular terms and conditions and, at its expiry, in accordance with Article 22 of the Insurance Contract Act, it shall be extended tacitly for periods of one

year. Nevertheless, either of the parties may repudiate extension by giving the other party due written notice not less than two (2) months before the date of expiration of the current period, if it is SANITAS that gives this notice and one month if it is the Policyholder who gives it.

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

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

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

a) To death.

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

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

3. Insurance premiums

3.1. The Insurance Policyholder must pay the premium when the contract is accepted. The arranged covers shall not

take effect until the first premium has been paid.

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

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

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

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

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

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

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

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

pay the full premium agreed to for the remaining insurance period.

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

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

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

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

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

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

The premiums to be paid by the Policyholder will vary according to the age achieved by each of the Insured, the geographical zone

corresponding to the place of performance of the services, the tariffs established by SANITAS on the date of renewal of each policy being applicable. Such variation of premiums shall be communicated in writing by SANITAS to the Policyholder with at least two months' notice with respect to the renewal date.

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

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

4. Registering newborns

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

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

Application can deny the inclusion of the newborn as Insured member.

5. Provision of reports

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

6. Complaints

6.1. Complaints control and procedure

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

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

1. 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, Paseo de la Castellana, 44, 28046 Madrid**. Accordingly, the claimant must prove that the established period for the settlement of the complaint by the SANITAS Complaints Management Department has expired or that the complaint has been denied leave to proceed or has been dismissed.

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

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

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

7. Other important legal points

7.1. Subrogation

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

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

7.2. Notifications

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

7.2.2. The policyholder accepts the full validity and effectiveness of any notification sent by SANITAS to the policyholder's physical or

email address or to the telephone number they provided in the insurance application form, until notification of any change to this information is received.

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

8. Data Protection clause

8.1 Personal data controller

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

8.2 Personal data processing

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

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

8.3 The purpose for which their Personal Data is processed

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

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

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

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

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

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

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

- (k) Profiling for offering new products and services. Sanitas will process the Policyholder's/Insured Party's general Personal Data in order to offer them new Sanitas products and services adapted to their needs and interests, improve such products and services, provide an enhanced response to their expectations and improve customer satisfaction levels.
- (l) Sending commercial communications over any channel, including electronically. As described above, Sanitas will process the Policyholder's/Insured Party's Personal Data to provide them with tailor-made information and advice, taking into account their particular interests and needs for Sanitas's products and services. Thus, Sanitas will process the Policyholder's/Insured Party's Personal Data for sending commercial communications relating to financial products and services, insurance, health and social services and/or healthcare or welfare services by any means, including electronically on custom offerings responding to their interests. In addition, Sanitas may send them commercial communications by any means, including electronically, from third parties with whom Sanitas has cooperative links.
- (m) Carry out Personal Data anonymisation and pseudonymisation procedures. Occasionally, Sanitas may apply certain procedures to the Policyholder's/Insured Party's Personal Data either to make it impossible to find a relationship between an identified or identifiable natural person and the Personal Data processed or so that the aforesaid Personal Data cannot be attributed to a certain person without using additional information listed separately.
- (n) Transferring their Personal Data to Group Companies. Sanitas may transfer the Policyholder's/Insured Party's Personal Data to Group Companies for sending commercial communications by any means, including electronically, as well as for scientific or statistical research purposes so that, among other things, Sanitas can anticipate the Policyholder's/Insured Party's healthcare requirements.
- (o) Transferring Personal Data to third-party companies. Sanitas may transfer the Insured Party's Personal Data to any other entity with which it has established cooperative links for the effectiveness of the contractual relationship with the Insured Party arising from risk reinsurance as well as for sending commercial information relating to products and financial services, insurance, social healthcare services and/or any others relating to health and/or well-being. In particular, the categories of recipients who will receive the Insured Party's Personal Data are identified in www.sanitas.es/RGPD (Sanitas Seguros) and these include other co/insurance and reinsurance entities, insurance brokers, entities with which a commercial link has been established, health professionals, medical centres and hospitals.

Sanitas may merely share the Policyholder's/Insured Party's identifying data with social networks with the aim of cross-checking them with the information contained on the aforementioned social networks to understand the way in which the Applicant or Policyholder/Insured Party uses Sanitas's websites and applications,

i.e., which pages and information they consult, and therefore provide them with personalised information regarding the companies of the Sanitas Group.

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

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

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

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

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

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

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

The Policyholder is responsible for communicating to all the Insured Parties covered by the policy all the information contained in this clause on Personal Data processing so that together with the Policyholder themselves they can exercise the rights described in the section "Policyholder's/Insured Party's rights".

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

8.5 Personal Data conservation period

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

8.6 Accessing Personal Data

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

this link www.sanitas.es/RGPD (Sanitas Seguros). To obtain a copy of this documentation, please contact Sanitas using the contact details set out in paragraph "Policyholder's/Insured Party's rights".

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

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

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

8.7 The Policyholder's/ Insured Party's rights

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

automated processing regarding the Personal Data collected by Sanitas.

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

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

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

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

8.8 Unsubscribing from the commercial communications service

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

may either revoke their consent as described in the previous section or click on the link provided in each commercial communication, thereby cancelling the sending of electronic advertising.

8.9 Minors

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

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

8.10 Amending the privacy policy

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

9. Others

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

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

the contents of the conversations recorded between both.

10. Jurisdiction

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

Executed in duplicate in Madrid, 30 September 2019

For the Insured /
Policyholder

For **SANITAS**



Iñaki Peralta
Sanitas, S.A. de Seguros