

GENERAL TERMS AND CONDITIONS



Sanitas Sociedad Anónima de Seguros

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Preliminary clause

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

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

Glossary of terms

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

INSURANCE TERMS

ACCIDENT

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

STANDING MEMBERSHIP

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

INSURED

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

BENEFICIARY

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

CO-PAYMENT

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

HEALTH QUESTIONNAIRE

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

FRAUDULENT INTENT

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

INSURED'S HOME

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

INSURER OR INSURANCE COMPANY

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

DEDUCTIBLE

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

PARTICIPATION IN COSTS

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

QUALIFICATION PERIODS

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

POLICY

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

PRE-EXISTING PATHOLOGIES

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

BENEFIT

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

PREMIUM

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

CLAIM

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

EXTRA PREMIUM

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

POLICYHOLDER

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

HEALTH TERMS

HEALTHCARE

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

HOSPITAL HEALTHCARE/WITH ADMISSION TO HOSPITAL

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

HEALTHCARE IN A DAY HOSPITAL

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

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

HEALTHCARE WITHOUT HOSPITALISATION / OUTPATIENT HEALTHCARE

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

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

SOCIAL CARE

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

CYTOSTATIC MEDICINES

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

CONSULTATION

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

DIAGNOSIS

Medical opinion on the nature of a patient's disease or injury, based on assessment of

his/her signs and symptoms and on the performance of additional diagnostic tests.

REGISTERED NURSE

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

ILLNESS

Any alteration of the state of health of an individual who suffers the action of a pathology that is not the result of an accident, which is diagnosed and confirmed by a legally recognised doctor or dentist and which requires professional medical care.

CONGENITAL DISEASE

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

USER GUIDE TO DOCTORS AND SERVICES

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

CONVENTIONAL ROOM

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

HOSPITAL

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

For the purposes of the policy, hotels, rest homes, spas, facilities intended primarily for

the treatment of chronic diseases and similar institutions are not regarded as hospitals.

The centres, services and establishments, regardless of ownership, authorised by the health authorities of the autonomous communities and cities with a Statute of Autonomy are listed in the **Registro General de centros, servicios y establecimientos sanitarios**, of the Ministry of Health. Centres, services and establishments, regardless of ownership, not within the national territory must appear accredited as healthcare establishments according to the law applicable in each country.

PROCEDURE

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

INJURY

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

OSTEOSYNTHESIS MATERIAL

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

ORTHOPAEDIC MATERIAL

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

MEDICINAL PRODUCTS

Any substance or combination of substances presented as having properties of treating or preventing disease in human beings or that

may be used by or administered to human beings with a view to restoring, correcting or modifying a physiological function by exerting a pharmacological, immunological or metabolic action or making a medical diagnosis.

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

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

PHYSICIAN

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

COMPLEX THERAPEUTIC PROCEDURES

A complex therapeutic method is any method requiring a healthcare or hospital setting with technical equipment, a room and/or specialised health professionals.

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

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

SIMPLE THERAPEUTIC PROCEDURE

A simple therapeutic procedure is defined as a therapeutic procedure prescribed by a doctor on the medical chart during the

consultation for which highly complex equipment and medical staff are not required, as it is carried out by non-medical healthcare staff. This header also includes wound treatment, injectable drugs, some types of physiotherapy, etc.

NEWBORN

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

CHILDBIRTH

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

ORGAN DISEASE

Structural injury to tissue or organs of the human body.

PROSTHESES

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

BASIC DIAGNOSIS TEST

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

COMPLEX DIAGNOSIS TEST

A complex diagnostic test is defined as any test that requires a healthcare facility or hospital with technical equipment and specialised health professionals in order to perform it and/or to interpret the results due to their complexity. Similarly, the healthcare facility where it is performed must have appropriate staff and resources to address any complications that the patient might experience as a direct or indirect

consequence of the test. For example, this includes all tests: CAT scan, MRI, neurophysiology, nuclear medicine, genetic, molecular biology, endoscopy, haemodynamics, interventional radiology, etc.

SIMPLE DIAGNOSTIC TEST

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

PSYCHOLOGY

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

HOME SERVICES

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

EMERGENCY CARE SERVICES

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

TREATMENT

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

EMERGENCY

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

LIFE-THREATENING EMERGENCY / MEDICAL EMERGENCY

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

Clause I: Purpose of the Insurance

Within the limits and terms and conditions set out in the Policy and provided that the Policyholder has previously paid the corresponding premium, co-payments and deductibles, SANITAS offers its Insureds an extensive appointed chart of professionals for basic medical consultations, simple diagnostic tests, the complex diagnostic tests, ultrasound scans and echocardiograms performed during the consultation only and simple therapeutic methods, according to standard medical practice, for the specialities and modules included in the cover of this Policy, covering the cost via direct payment to the appointed professionals or centres that provided the insured service. **In all cases, these services are delivered by professionals and medical centres and hospitals that meet the legal requirements for doing their job in the country.** The insured cover of this policy shall be provided in Spain only.

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

Clause II: Benefits

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

PRINCIPAL BENEFITS

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

The insured cover of this policy includes, with the limits and exclusions set out in the terms and conditions of this policy, the consultations, video consultations, simple diagnostic tests, simple therapeutic methods... corresponding to the specialities listed below.

The insured cover does not include complex diagnostic tests, except for ultrasound scans and echocardiograms performed during the consultation.

1. Primary care

1.1. General Medicine

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

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

1.2. Paediatrics and Childcare

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

1.3. Nursing Service

Includes healthcare at the healthcare centre and at home.

2. Emergencies

It includes the healthcare associated to the consultations, basic diagnostic tests and basic therapeutic methods that the insured may require 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.**

3. Medical specialities

The cover includes the consultations, simple diagnostic tests and simple therapeutic methods expressly mentioned in the following specialities:

The insured cover does not include complex diagnostic tests, except for ultrasound scans and echocardiograms performed during the consultation.

- 3.1. Allergology
- 3.2. Clinical Analysis
- 3.3. Anatomic Pathology
- 3.4. Angiology and Vascular Surgery
- 3.5. Digestive System
- 3.6. Cardiology
- 3.7. Cardiovascular surgery
- 3.8. General and gastrointestinal surgery
- 3.9. Maxillofacial Surgery

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

Therefore, the insured cover does not include any treatment other than those mentioned in the previous paragraph, such as Dentistry treatments, cosmetic treatments and/or treatments targeting functional issues of the patient's mouth or teeth, such as orthognathic, pre-implant and pre-prosthesis surgery.

3.10. Traumatology and Orthopaedic Surgery

3.11. Paediatric surgery

3.12. Reconstructive Surgery

3.13. Thoracic surgery

3.14. Dermatology

3.15. Endocrinology

3.16. Geriatrics

3.17. Gynecology

This cover includes family planning with anovulatory medicines (consultation, treatment and check-up). It does not include IUD implantation, as this is a complex therapeutic method, or the treatment of any possible complications. It includes the following tests for diagnosing infertility only: analytical basal hormone determinations (except the anti-müllerian hormone), ultrasound scans up until diagnosis only, that is, once treatment starts no other associated services will be covered.

The cover includes for diagnosing infertility the following tests only: basal hormone determinations, basic semen analysis and bacteriological cultures of semen. These services are covered up to diagnosis only, that is, once treatment starts no other associated services will be covered.

3.18. Haematology and haemotherapy

3.19. Internal medicine

3.20. Nephrology

3.21. Pneumology

3.22. Neurosurgery

3.23. Clinical neurophysiology

3.24. Neurology

3.25. Ophthalmology

Includes laser photocoagulation **exclusively for ischaemic retinopathies, macular oedema, glaucoma and peripheral retinal lesions (holes or tears). Orthoptic and pleoptic are excluded.**

3.26. Medical Oncology

3.27. Ear, Nose and Throat

3.28. Psychiatry

3.29. Radiodiagnosis/Imaging Diagnosis

This cover includes simple radiology tests and ultrasound scans performed during the consultation only.

3.30. Rehabilitation

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

3.31. Rheumatology

3.32. Urology

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

4. Other care services

4.1. Physiotherapy

It is provided solely on an outpatient basis and **exclusively for conditions originating in the musculoskeletal system**, considering as such structures of the human body that perform the locomotive or movement function only and, therefore, it does not include conditions associated to the temporomandibular joint or the abdominal wall/muscles, for example, which do not perform this function, and always provided that it is not a chronic (more than 6 months of evolution) or degenerative process, through to the greatest possible functional recovery of the patient, as determined by the rehabilitation doctor and provided by qualified and registered physiotherapists.

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

This cover includes physiotherapy and rehabilitation up to functional recovery or as close as possible to it, or until it becomes maintenance therapy. Therefore, neuropsychological rehabilitation and cognitive stimulation are not included.

Although complex therapeutic methods are not covered, laser treatment during musculoskeletal physiotherapy, however, is covered.

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

Any type of home physiotherapy treatment is excluded.

4.2. Speech and Phoniatic Therapy

The cover does not include speech and language rehabilitation, as it is a complex therapeutic method.

4.3. Nutrition

Access to this speciality must be prescribed by a specialist in endocrinology, oncology, internal medicine, geriatrics, gynaecology, the digestive system 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).

4.4. Odontology

This only includes consultations, tooth extractions (simple teeth, third molars, impacted teeth and root remains), stomatological treatment derived from the latter and scale and polish, **performed in consultation only and prescribed by a dentist appointed by SANITAS.**

Therefore, this cover does not include treatments, fillings and obturations, dental prostheses, orthodontic treatments, periodontics treatments, implants or any other dental treatment not listed above as included.

4.5. Podiatry (Chiropody exclusively)

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

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

4.6. Psychology

This comprises individual psychological care prescribed by Psychiatrists, Family Health Advisors, Paediatricians or Medical Oncologists the purpose of which is to treat disorders which could be treated via psychological intervention.

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

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

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

4.7. Home-based respiratory therapy

This cover includes the following treatments only:

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

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

Portable oxygen concentrator is excluded.

b) Generation of positive airway pressure with CPAP to treat obstructive sleep apnoea. **Therefore, auto-CPAP for this treatment is not covered.**

c) Partial BiPAP ventilation therapy and aerosol therapy.

4.8. Pain treatment

ADDITIONAL COVERAGES OF YOUR INSURANCE



Dental Básico

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

Emergencies Via Video Consultation

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

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

Clause III: Exclusions from cover

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

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

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

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

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

D. All complex diagnostic tests, except for ultrasound scans and echocardiograms performed during the consultation. For

further explanations, see the glossary of terms.

E. All complex therapeutic methods, without exception. For further explanations, see the glossary of terms.

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

- Arising as a consequence of international and civil wars, acts of terrorism in any form (chemical, biological, nuclear, etc.), revolutions and military manoeuvres, even in times of peace time, and officially declared epidemics.
- Directly or indirectly related to nuclear radiation or radioactive contamination and those resulting from officially declared catastrophes.
- Arising from working or professional accidents.
- Any services associated to road accidents, whether they occur in Spain or abroad are excluded from the insured cover, except any urgent attention required or unless the road accident add-on has been taken out.
- Those occurring whilst the insured is doing extreme sports as an amateur, for example aerial activities, high speed motor sports, scuba diving, off-piste skiing or ski jumping, bobsleigh, rock climbing, boxing, any type of wrestling, bull fighting and encierros, martial arts, rugby, quad biking, caving, sailing or rafting activities, bungee jumping, hydrospeeding, canyoning, parachuting, paragliding, hot air ballooning, free flying, gliding, hunting, horse riding and any other activity with a similar risk and those resulting from sports competitions, including training sessions.

G. The healthcare provided in:

- Social Security centres or services or integrated in the National Health Service. Cross-border healthcare is also excluded.
- Orthosis, orthopaedic products, anatomical products, glasses, contact lenses, hearing devices, and others.

H. Healthcare derived from chronic alcoholism, drug addiction, intoxication due to the abuse of alcohol, psychotropic drugs, narcotics or hallucinogens, attempted suicide and self-harm, diseases or accidents due to intent or gross negligence of the Insured.

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.

I. Any type of service relating to:

- Diseases or treatments not covered or any medical service that is directly associated with a treatment that has not been provided under the insured cover of the policy because it is not included in it.
- Specific diagnosis and treatment, including surgery, aimed at addressing infertility in both sexes, except for the tests listed in the corresponding gynaecology and urology section (in vitro fertilization, artificial insemination, etc.), or impotence and erectile dysfunction, including sex change surgery.
- Treatment with platelet- or growth-factor-rich plasma.
- Hyaluronic acid, whether sold as a medicine or health product.

Clause V: Form of service provision

1. Through the contracted medical network

Care shall be provided according to healthcare regulations applicable, by professionals with sufficient qualifications for each specific service and belonging to the contracted medical network corresponding to this insurance product. Where one of the services included in the cover of this policy does not exist in the town where the Insured is located, it shall be provided in another region through the healthcare provider that the Insured chooses in each case. **When a certain treatment or surgical or diagnostic method is not included in the insured cover, the medical care services that must be provided as a result of undergoing the aforementioned treatment or method shall not be included in the insured cover either.**

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

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

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

1.1. Free access.

The Insured shall be able to attend freely in Spain the consulting rooms of consultants, general physicians and paediatrics, as well as the emergency centres that belong to the

contracted medical network by SANITAS for this product. **Please check your User Guide to Doctors and Services for those consultants for which you will need prescription/authorisation.**

1.2 Prior prescription for the performance of the service

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

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

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

In general, prior express authorisation from SANITAS will be required for certain therapeutic methods, diagnostic tests and other healthcare services after the Entity's doctors have issued a written prescription, provided that this is expressly stated in the terms and conditions of the policy and always considering that only those classified as simple and of those classified complex only ultrasound scans and echocardiograms performed during the consultation are covered, according to the definition of these in the glossary of terms section. The referral slip shall not be valid if at the time of receiving the service, the Insured does not meet all of the requirements set out in the Terms and Conditions of the policy in order to access the full insured cover associated to the service specified in the aforementioned referral slip (for example, not being up to date with payment of the premium, an undeclared pre-existing condition, the policy not being in force when the service is provided, etc.).

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

Certain services must be provided by the professionals specifically appointed and approved by SANITAS to perform these specific techniques under prior authorisation that enables provision of the procedure.

1.5 Services at the Insured's home.

SANITAS undertakes to provide home services in those localities where it has an arrangement for the provision of this service.

Any change of the Insured's home address must be reliably notified with a minimum of eight days' notice before requiring any service.

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

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

1.6 Care in case of temporary displacement to Cantabria and Navarra.

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

1.7 Emergencies

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

SANITAS, expressly indicated in the User Guide to Doctors and Services for this product.

1.8 Care at facilities not partnered with SANITAS.

SANITAS will only cover healthcare provided to the Insured party at facilities not partnered with it in the case of a life-threatening emergency of one of the medical provision covered by this policy.

2. Remote medical consultations

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

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

2.1. Description:

- The service shall be provided by specialist physicians selected by SANITAS from within the SANITAS partnered medical network.
- SANITAS will provide information at all times at www.sanitas.es regarding the specialties and physicians who you can access via the remote medical consultations.
- This service shall always be provided after a previous appointment has been made and is not valid for emergency care, which shall be attended in SANITAS partner centres for due management. Subject to the availability of each specialist's schedule and opening hours. You can check these hours at Mi Sanitas. As an exception to the aforementioned, any emergency care that may be provided through the video consultation service will not require an appointment. For emergencies that, due to their nature, cannot be treated through the aforementioned services, the insured has access to the emergency services in the SANITAS partnered medical network.

- A service accompanied by the instant messaging functionality, during remote medical consultations and afterwards if the doctor considers it appropriate.
- Remote medical consultations may involve exchanging medical documentation that can be filed in the Mi Sanitas Health File at www.sanitas.es.
- SANITAS has adopted the legally required technical resources to guarantee due confidentiality of information exchanged in this fashion.
- In order to guarantee said confidentiality, recording images and sound from remote medical consultations or attaching them to any type of capturing medium is strictly prohibited. The full or partial copying, reproduction, distribution, dissemination, making available to third parties or any other way of publicly communicating, transforming or modifying by any means, whether electronic or any other, the image or sound obtained or produced during remote medical consultations is also strictly prohibited, without the express written consent of the physician concerned or Sanitas S.A. de Hospitales. However, the physician may keep a copy of remote medical consultation for the purpose of storing it with the clinical documentation.
- The service shall be provided exclusively to those Insured who expressly appear as registered as such on the policy. Each Insured must book an appointment to receive the service, except for remote medical consultation in 24-hour emergencies. Remote medical consultation must be customised for each Insured party.
- If the Insured is under 18 years of age, remote medical consultation may only be performed with the prior authorisation of the minor's legal representative.
- The Insured must have and shall be responsible for all technical (hardware and software) and remote communication means needed to guarantee the correct performance of remote medical consultation. SANITAS shall not be held

responsible for any harm that may be caused due to failure of electronic devices, connections or shortfalls of these means on the part of the Insured.

- This form of consultation is simply to aid decision-making on the part of the physician and does not replace a face-to-face consultation or make it possible to diagnose diseases or prescribe diagnostic tests or medical treatments in cases where, in the doctor's opinion, the Insured must be present in the consulting room for a personal and direct assessment, including a physical examination of the Insured by the specialist. The results of the face-to-face consultation will always prevail over any assessments and criteria performed in remote medical consultation.
- Consultations performed through remote medical consultations by professionals not expressly authorised by SANITAS to attend the Insured through remote medical consultations are not covered, regardless of whether they belong to the SANITAS partnered medical network for this product or not.

2.2. Procedure:

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

Clause VI: Other features of the insurance

1. Basis and loss of rights of the policy

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

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

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

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

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

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

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

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

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

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

2. Maximum age for taking out the policy

The maximum age for taking out the policy is 59 years old. Only those who are under 59 years old can be included as Insureds on the policy, unless agreed otherwise and without affecting the maximum ages that may be set, where applicable, for additional or supplementary benefits on this Policy.

3. Duration of insurance

3.1. The Insurance Contract expiry date shall be established in its particular terms and conditions and, at its expiry, in accordance with Article 22 of the Insurance Contract Act, it shall be extended tacitly for periods of one year. Nevertheless, either of the parties may repudiate extension by giving the other party due written notice not less than two (2) months before the date of expiration of the current period, if it is SANITAS that gives this notice and one month if it is the Policyholder who gives it.

3.2. If the insurance policy is terminated unilaterally at the discretion of SANITAS, it may not suspend the provision of cover while the Insured is undergoing hospital treatment, until discharge, unless the Insured waives to continue the treatment **or unless the policy is terminated due to fraud or gross negligence on the part of the Insured.**

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

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

a) To death.

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

c) For any action of the Insured against healthcare or administrative staff that may violate the right to personal honor and dignity or may be a crime.

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

4. Insurance premiums

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The premiums to be paid by the Policyholder will vary according to the age achieved by each of the Insured, the geographical zone corresponding to the place of performance of the services, the tariffs established by SANITAS on the date of renewal of each policy being applicable. Such variation of premiums shall be communicated in writing by SANITAS to the Policyholder with at least two months' notice with respect to the renewal date.

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

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

5. Provision of reports

The Policyholder and Insured must provide SANITAS, whenever expressly required so to do, medical reports and/or providers cost

estimates enabling the Insurer to determine whether the requested care is covered by the policy. SANITAS is under no obligation to cover the requested care unless and until it is supplied with such reports and cost estimates if the Insured is expressly required to supply them.

6. Complaints

6.1. Complaints control and procedure

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

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

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

2. Once this internal process has been exhausted or in the event of disagreement with the decision of SANITAS, a signed written complaint, with the claimant's National Identification Document or a document accrediting their identity, may be lodged with **Complaints Service of the Directorate General for Insurance and Pension Funds, on paper or electronically with a digital**

signature, via its website. Accordingly, the claimant must prove that the established period for the settlement of the complaint by SANITAS Complaints Management Department has expired, that the complaint has been denied leave to proceed or has been dismissed.

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

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

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

7. Other important legal points

7.1. Subrogation

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

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

7.2. How to accept the Terms and Conditions

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

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

After receiving the password, the Policyholder must go to www.sanitas.es, where the General and Individual Terms and Conditions of the policy are available, which he/she must

accept using a code that will be sent to the mobile phone number provided in the insurance application form. For all intents and purposes, using the security ID will be legally equivalent to the policyholder's written signature. SANITAS may refuse to provide the insured cover if the Policyholder does not accept the Policy terms and conditions.

7.3. Notifications

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

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

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

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

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

8. Data Protection clause

Personal Data will be processed, including, but not limited to, identifying and health data (hereinafter, "**Personal Data**") belonging to the Applicant, the Policyholder and the

Insured Parties (hereinafter, "**the Data Subjects**") and provided through the insurance application, in addition to those collected and provided during the term of the contract. Any Personal Data is confidential and adequately protected. The Applicant and/or Policyholder warrants that all the information relating to the Policyholder and the Insured Party(ies) provided to SANITAS is true, and no information regarding the health status of each of the Insured Parties has been omitted. The Applicant will be solely liable for any direct or indirect loss or damages that they could cause Sanitas or any third party due to the documentation provided to SANITAS containing false, inaccurate, incomplete or outdated information.

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

In the case of a collective policy, the Sanitas' client entity (which may coincide in some cases with the Policyholder) and Sanitas may provide to each other, in a timely manner and on a strictly need-to-know basis, the minimal and essential identification data of the Insured Parties with the sole purpose of verifying that they meet the characteristics allowing them to benefit from the policy agreed between the Sanitas client entity and Sanitas, and/or to monitor insured events and consequently

agree the insurance premium to be applied. The Sanitas client entity is responsible for communicating this situation to all the Insured Parties. Such data processing is necessary for the correct implementation and development of the insurance contract.

8.1 Personal Data Controller

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

8.2 Main purposes and lawfulness of processing Personal Data

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

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

manage health and social care systems and services.

(b) **Financial solvency analysis.** Sanitas may process the Applicant/Policyholder's Personal Identification Data to consult credit report file systems as a step for analysing financial solvency, as well as for preventing and detecting possible fraudulent conduct, based on Sanitas' legitimate interest in taking the necessary measures to identify and manage the above.

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

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

Policyholder/Insured Party in caring for their health, Sanitas may prepare profiles based on their Personal Data, including health data, to provide personalised information, such as recommendations and advice that will assist the Policyholder/Insured Party in taking care of their health. This purpose is based on the need for processing to implement these terms and manage health and social care systems and services.

(e) **Research for designing models of assistance which are the subject matter of the insurance contract.**

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

(f) **Offering and managing health prevention and service programs under the insurance contract.**

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

(g) **Manage the provision of the health promotion service which is the subject matter of the insurance contract.**

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

(h) **Manage access to and use of the "Mi Sanitas" tool made available as a result of the insurance contract.**

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

use this service, privacy information will be provided to them separately.

(i) **Allow Sanitas to manage the provision of the video consultation service.**

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

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

(j) **Actuarial risk management.** Sanitas will need to process the Policyholder's/Insured Party's Personal Data, including health data, in order to conduct a statistical-actuarial analysis both to determine the associated risk and for charging for customer and potential

customer's policies, either prior to the signing of the insurance contract or during its term of application in accordance with the Insured Party's new circumstances or any changes to the actuarial grounds. This purpose is lawful since the processing is necessary in order to comply with a legal obligation imposed by the regulations governing insurers and reinsurers; and for managing health and social care systems and services.

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

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

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

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

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

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

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

Party's profiles by any channel, including electronically, about third-party products and services. This purpose is lawful based on the consent of the data subject, since the processing will be performed with prior authorisation.

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

(n) **Carry out procedures to anonymise and pseudonymise the**

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

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

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

(p) Assign Personal Data to third parties.

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

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

- Analyse the use of Sanitas' websites and applications, based on the consent granted by the Data Subject.

8.3 Admissibility of Personal Data

The origin of the Personal Data processed by Sanitas may vary from case to case. In particular, Sanitas may process Personal Data, including health data that (i) the Applicant/Policyholder and/or Insured Party provides through the corresponding forms; (ii) has been generated as a result of the service provided by Sanitas and; (iii) which Sanitas has obtained through brokers, insurance agents or third-party collaborators.

8.4 Time Personal Data is kept

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

8.5 Accessing Personal Data

The optimal service delivery that Sanitas offers may require that its **third-party providers** access the Data Subject's Personal Data as processors. Data Subjects understand that some of these service providers are located in countries outside the European Economic Area or do not offer a level of security equivalent to that in Spain. To ensure that the Personal Data is processed with a level of protection equivalent to that which already exists, Sanitas has adopted the appropriate safeguards. These international transfers are made under the protection of an adequacy finding of the European Commission, providing sufficient guarantees recognised by the regulations (such as standard contractual clauses), or the authorisation of the Spanish Data Protection Agency, complying with appropriate security measures. More information can be found in the International Data Transfers Section of the Additional Information. To obtain a copy of said authorisation, you can contact Sanitas by the means set out in the section "Rights of Insured Parties".

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

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

share best practices and assess the risks to be covered, to prevent fraud, determine healthcare, make payments to health care providers or reimburse the Policyholder/Insured Party for healthcare costs and the costs of any claims submitted by the Policyholder/Insured Party themselves.

8.6 Rights of Data Subjects

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

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

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

8.7 Unsubscribing from the commercial communications mailing service

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

8.8 Minors

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

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

8.9 Additional Information

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

8.10 Amending the Privacy Policy

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

9. Jurisdiction

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

10. Prevention of money laundering and financing of terrorism

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

11. How to contact us

Customer Service

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

Executed in duplicate in Madrid, 31 May
2023
For the Insured /
Policyholder

For SANITAS

A handwritten signature in black ink, appearing to read 'Javier Ibañez', with a horizontal line underneath.

Javier Ibañez
Sanitas, S.A. de Seguros