

# The unexpected no longer worries me

DKV Profesional  
General Conditions



**DKV Health**

Take good care of yourself

Insurance policy  
**DKV Profesional**

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Fully paid-up share capital: 66,110,000 euros

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# **Frequently asked questions and answers**

These general conditions will help you to fully understand the contract that you sign with DKV Seguros when you accept this insurance policy.

Throughout the document we explain most of the questions that can arise when using your insurance policy. In this section, we seek to give answers in a clear and simple way to some of our customers' most frequently asked questions.

We hope you find it useful.

## Regarding the contract

### **What documents comprise the insurance contract?**

The insurance contract consists of the application form, the health declaration, the general conditions, the particular conditions, the supplements and appendices, and as applicable, the special conditions.

### **What are the conditions exactly?**

The "general conditions" and/or "particular conditions" group together the rights and obligations of DKV Seguros and those of the insured person or the person that takes out the insurance policy.

### **What documents do I receive when I take out the insurance policy?**

The general and particular conditions, your DKV MEDICARD® and information about the medical directory or the

DKV Network of Healthcare Services in the event of taking out healthcare insurance. Please check that your personal data has been correctly copied.

### **What is the contracted coverage?**

Specifically that stated in the particular conditions.

### **What do I have to do with the documentation?**

Sign the particular and general conditions, keep a copy for yourself, and send us the other signed copy. The delivery of the signed copy together with the payment of the initial premium implies their acceptance. Until both requirements are fulfilled, that is, the contract is signed and paid, the policy will not be effective, even though a date for such is stipulated in the particular conditions.

If you have any doubts, contact us.

We will be pleased to help you.

### **Do I need to request the extension of the contract?**

The contract is renewed automatically every year. You do not need to confirm the renewal.

However, both you and DKV Seguros can cancel the contract before the expiry date, provided that demonstrable notification has been given to the other party. One month's notice is required for the policyholder and two months for DKV Seguros.

### **What happens to my personal data?**

DKV Seguros is specifically authorised to request, handle and give the personal data of the policyholder and/or the insured person to entities of the group.

Regarding the health data of the insured person, this may only be given to a third party with the sole aim of administering health care, the plans for prevention and promoting good health, and the additional services covered by the policy.

DKV Seguros is also authorised to send the policyholder and/or insured person information about health care, the plans for prevention and promoting good health, and the goods and services that could be of interest to them.

The policyholder and/or the insured person may contact DKV Seguros to consult this data and update, modify, or delete it in accordance with the Organic Law 15/99 for the Protection of Personal Data.

## **Care modality and extension of the insurance contract**

### **What is the main characteristic of DKV Profesional?**

“DKV Profesional” is a product that allows combining an accident insurance, a compensation insurance for temporary disability or hospitalisation, a funeral insurance and a health insurance whose coverages are structured in different levels, from a lower to higher degree of healthcare complexity, in three modules, and that can be contracted individually or collectively:

1. Primary care module
2. Specialist and complementary means of diagnosis & treatment module
3. Hospital care and surgery module

### **What does the DKV Profesional health coverage consist of?**

Providing the services described in the different modules via the associated DKV Network of Healthcare Services available throughout Spain.



**How can I use the health care included in the different modules of the health care coverage?**

The insured person can freely choose from among the practitioners and centres in the DKV Network of Healthcare Services, but only those corresponding to the specialities included in the contracted coverage. He will receive the service after identifying himself with his DKV MEDICARD®, and when required the necessary authorisation.

**How can I combine different modules in DKV Profesional if I decide to contract two or more?**

The different modules can be combined as you like according to your needs.

**DKV MEDICARD®**

**Can a practitioner of the corresponding DKV Network of Healthcare Services ask me for my DKV MEDICARD® besides the authorisation of certain services?**

Yes. The DKV MEDICARD® is the means by which you are identified as being insured by DKV Seguros in the DKV Network of Healthcare Services and you will be asked to show it.

**How much do I have to pay for each visit?**

The preset amount for each medical act is stipulated in the “Table of groups of medical acts and contributions” of

the particular and/or special conditions of the policy.

**What should I do if I lose my DKV MEDICARD®?**

Contact the company so that we can send you a new one.

**How can I contact DKV Seguros?**

By telephone, calling the DKV Seguros Call Centre at 976 506 000; on the Internet, at the address: [www.dkvseguros.com](http://www.dkvseguros.com); or going in person to any branch of DKV Seguros.

**Authorisations if you contract health care modules**

**What tests or services in the DKV Health Care Network need an authorisation, according to the modality contracted?**

Complex diagnostic tests, ambulance transfers, prostheses, and surgical implants, psychotherapy sessions, preventative programmes or check-ups, medical or surgical treatment and hospital admissions.

If you have any doubts, please consult the website and/or medical directory or the DKV Network of Healthcare Services for the current year, Chapter 2 “Advice for Use”, to see the list of diagnostic and therapeutic acts that do not require prior authorisation from DKV Seguros.

### **How can I request an authorisation if I cannot go to a company branch?**

By telephone, calling our Call Centre at 976 506 000; via the DKV Seguros website ([www.dkvseguros.com](http://www.dkvseguros.com)); or with the assistance of anyone who appears in your DKV branch with your card and the prescription for the medical test.

## **Payment**

### **Do I pay the same every month?**

No. Some months you will also receive the surcharge for the contributions towards the medical acts received.

### **What do you mean by a yearly contract if I pay monthly?**

The duration of the contract stipulated in the policy is annual and can be extended by calendar years, which is compatible with the monthly payment of the premium. You can also opt for a quarterly, six-monthly, or annual payment.

The instalments scheme selected does not release the policyholder from his obligation to pay the annual premium in full. In the event of the receipts being returned or left unpaid, DKV Seguros is entitled to claim the amount corresponding to the outstanding balance.

## **Health care if you contract health modules**

### **What is the Healthy Living Plan “Vive la Salud”?**

Through the Internet, at [www.programas.vivelasalud.com](http://www.programas.vivelasalud.com), DKV Seguros offers its insured persons the possibility of access to diverse specific programmes for promoting health and the prevention of illnesses, which will be incorporated gradually.

### **Can I go to the doctor the day after taking out the health insurance?**

Yes, from the first day that the policy becomes effective, except for some services that have a grace period (see Section 3.1.8, "Grace periods and exclusion").

### **Do I need to request an authorisation to go to a medical or surgical specialist's consultation?**

No. Consultations for medical or surgical specialities have free access in the DKV Network of Healthcare Services, provided that their speciality is included in the module taken out.

### **Do I need authorisation to go to a psychiatric clinic?**

Yes. You need to have taken out the Specialists module and to request authorisation to use this non-medical speciality in the DKV Network of Healthcare Services.

**Do I need an authorisation to have a mammogram or orthopantomogram?**

No, you do not need an authorisation for these. Only the written prescription of a doctor in the DKV Network of Healthcare Services is required.

**When can I request service at home?**

When, due to the sick person's state, going to a doctor's surgery or hospital is medically inadvisable.

Also, a practising nursing assistant can visit you at home if a doctor of the DKV Network of Healthcare Services prescribes it.

**Are illnesses previous to contracting the policy covered?**

Due to the nature of the contract, previous illnesses are not covered, but it is possible to include them by paying an extra premium in some cases, for example, allergic asthma.

**What does the dental speciality cover?**

In any module of "DKV Profesional" the policy includes consultations, extractions, stomatological treatment, fluorisations, dental cleans and dental X-rays associated with this treatment; if you contracted the Specialists module, also included up to the age of 14 are fissure sealers and obturations (fillings).

Other dental treatment not covered by the policy is available through the dental service with a contribution from the customer (see Additional services).

**How many dental cleans does the policy cover a year?**

Those necessary, whenever they are requested by a doctor of the DKV Network of Healthcare Services.

**Does DKV Profesional cover the medications?**

Only in the case of hospitalisation provided that you have taken out the "Hospital care and surgery" module, with the exception of biological medication and medicalised biomaterials not specified in section 3.1.6.7 "Surgical Prostheses".

**Is the epidural anesthesia for childbirth covered?**

Yes, and for any other surgery where required, provided that you have taken out the "Hospital care and surgery" module.

**Does DKV Profesional include surgery for myopia?**

By contracting any module, DKV Seguros offers the possibility of receiving laser refractive surgery for myopia under advantageous economic conditions. The insured person can obtain this service by acquiring a coupon through the DKV Health and Well-being Club prior to the intervention.

### Does “DKV Profesional” include clinical psychology?

Yes. In the "Specialists" module the coverage includes psychotherapy sessions on an individual basis as outpatient treatment with the prior prescription from a psychiatrist or paediatrician of the corresponding DKV Network of Healthcare Services, given by an associated psychologist and with the authorisation of DKV Seguros.

Insured persons can access this service for the following pathologies susceptible of psychological intervention, upon payment of the contribution stipulated in each act or session in the “Table of groups of medical acts and contributions” of the particular and/or special conditions of the policy, up to a maximum limit of 20 sessions per person and calendar year, except for eating disorders (anorexia and bulimia), school bullying and gender or family-based violence, whose annual limit is 40 sessions.

- > Psychiatric illness: depression, schizophrenia and psychotic disorders
- > Behavioural disorders: neurosis, anxiety, personality and obsessive compulsions
- > Eating disorders: anorexia and bulimia

- > In situations of school bullying, or gender or family-based violence
- > Sleep disorders: enuresis, insomnia, somnambulism and night fears
- > Adjustment Disorders: work-related and post-traumatic stress, bereavement, divorce, adolescence, post-vacation syndrome, etc.
- > Learning disorders: hyperactivity and school failure

Should further sessions be required, DKV Seguros offers you the possibility of continuing the sessions at a subsidised rate, subject to request being made to DKV Seguros.

### And family planning?

Family planning techniques, including tubal ligation and vasectomy, are covered if the "Hospitalisation and surgery" module has been contracted.

In both cases a grace period of six months is established due to being surgical procedures.

However, the fitting of the IUD (**except for the cost of the intra-uterine device**) is included provided that you have taken out the “Specialists” module.

**If I break anything while playing sports, is it covered by the policy?**

Yes, as long as you have taken out the care module corresponding to the treatment received and it is not a professional activity, an official competition or a high-risk sport.

**What happens if I can't get a certain test done in my area?**

DKV Seguros will provide you with access to the service in the area that you choose where suitable means to carry it out are available, provided that it is included in the module(s) taken out.

**Is health care included while I'm abroad?**

Only in the event of an emergency or an accident through a complementary travel assistance coverage, which guarantees the provision of health care abroad up to a maximum of 180 days per trip (see Annex I).

**What number do I ring if I have a medical emergency while abroad?**

+ 34 91 379 04 34.

They will assist you and tell you which centre to go to for treatment.

## Hospital admissions

**What should I do if I am admitted to hospital, with prior notice?**

If you have taken out the "Hospital Care and Surgery" module, the admission should be requested by the corresponding doctor of the DKV Network of Healthcare Services, according to the modality contracted, and should be authorised beforehand by DKV Seguros (please refer to the section 'AUTHORISATIONS' of 'Frequently asked questions and answers').

To do so, the written application of a doctor stating the motive for admission is required.

**In the event of an emergency, what should I do if there is no associated hospital in the area?**

If you have taken out the "Hospital care and surgery" module, in the event of a life threatening emergency you can go to any hospital, but you must inform DKV Seguros as soon as possible in the 72 hours following admission. DKV Seguros may transfer you to an associated hospital, unless there are medical reasons for not doing so, providing the appropriate means of transport.

**In the event of hospital care, when is the companion's bed included?**

The coverage of the Hospitalisation module includes a single room with a companion's bed, except in psychiatric, ICU or incubator admissions.

## About the processing of the compensation for temporary disability or hospitalisation

### How must you communicate your medical leave or hospitalisation?

You must provide DKV Seguros, directly or through your certified agent or intermediary, the claim declaration document, which includes the initial information so the benefit can be processed, with all of its sections filled in, and the medical leave report must be signed by the doctor assisting the patient. It must state:

- > Identification of the doctor
- > Identity, residence, age and profession of the insured person
- > Current ailment causing temporary disability
- > Causes, background and probable start date of the illness or date of the accident
- > Start date of the disability and the expected duration thereof

If you have taken out the hospitalisation guarantee and have been hospitalised, you must also submit the hospital discharge report provided by the hospital.

If you have any queries, you should contact DKV Seguros previously at 976 506 000.

### Is it necessary to send any documentation to the Social Security or mutual insurance company?"

The temporary disability reports drafted by the administration may be required as additional information, but they do not bind or force DKV Seguros to accept or quantify the compensation, as the policy's coverage does not coincide with that of the Social Security or the equivalent public authority.

### When do I need to notify that I am off work?

Within seven days. If you do so after seven days, the benefit will be reduced.

### What information does DKV Seguros require to start processing the provision?

The "claim form" and the medical leave certificate.

In addition, DKV Seguros may:

- > Request additional information, such as medical reports from the doctors who have assisted you, hospital records, etc.
- > Visit you to assess the evolution of the illness, check on your state and, if necessary, propose measures or steps that will lead to a satisfactory recovery

**Which is the maximum guaranteed period for medical leave?**

You can choose different possibilities. The particular conditions specify the coverage contracted and the maximum guaranteed period.

**When is the provision paid?**

After presenting the claim form, its processing will start within two weeks.

In the event of an extended temporary disability (over forty days), you may request an advance of the provision for daily temporary disability corresponding to the sufficiently recognised period of medical leave.

**When does the medical leave end in daily temporary disability?**

When the medical release to work is received or any of the following cases applies:

- > You feel able to return to work, even part time
- > Your temporary disability becomes permanent
- > You retire or become unemployed
- > You are away from your home for over seventy-two hours without the knowledge of DKV Seguros
- > You oppose the visits required to verify your condition, as requested by DKV Seguros

- > DKV Seguros considers that your condition is being unnecessarily extended

**What can I do if I do not agree with DKV Seguros' decision?**

You have a period of seven days to notify DKV Seguros in a demonstrable manner of your objection, stating your reasons.

If you disagree on medical terms, your doctor, or the one you appoint, will try to reach an agreement with the doctor from DKV Seguros.

If no agreement can be reached then a third doctor will be appointed to make a decision.

**Is there a right to receive a provision in the event of childbirth?**

Although childbirth is not considered an illness, mothers that are insured for over eight months will receive a provision on this account. It will be required having contracted one of the following guarantees: daily temporary disability, scaled temporary disability, hospitalisation or surgical procedure, with the scope and conditions established in each guarantee.

The same conditions and level of benefit apply in the case of adoption.

**Will the beneficiaries receive benefit in the event of the death of the insured person?**

Yes. The compensation corresponding to the insured person passes on to his beneficiaries.

**What happens with the Social Security benefit?**

The provision corresponding to the medical leave covered by the contract is compatible with and independent from the benefit that may be received from the Social Security.

**What is the grace period?**

It is the period of time that has to elapse, from the date the policy enters into force, until the policy's guarantees become effective. This period is specified in the particular conditions. No grace period will be applied when the medical leave is due to an accident.

**What is the excess period in the daily temporary disability guarantee?**

It is the initial number of days of each medical leave process in which there is no right to the provision.

**From which day does the provision for daily temporary disability start due to work leave?**

If there is no excess period, from day one of the work leave. In the event of an excess period, as of the day following the end of the established excess period.

We remind you that it is essential you notify us of the accident within seven days of its occurrence. If failing to do so, the period established for the provision will start when the notification of the accident is received. The day of the medical release will not be subject to compensation.

**What is the excess period in the scaled temporary disability guarantee?**

It is the number of days specified in the particular conditions and that, for the purposes of the provision, should be taken away from those that appear in the scale of Annex I for each diagnosis.

**When do you have the right to receive the provision for the scaled temporary disability due to work leave?**

Never, the excess period only affects the daily compensation for time off work.

**What are the excluded risks?**

They are the illnesses, accidents, circumstances, alterations, activities, etc. that are not covered in the policy and that, therefore, do not grant the right to a provision.

The excluded risks are agreed with you when signing the policy, and they are highlighted in bold type.



## Regarding professional activity

### **What happens if my working situation or professional activity changes?**

You should notify us of the change in your situation as soon as possible to be able to re-calculate the insurance premium according to the new activity, which may represent an increase or decrease in the price depending on the level of risk that this new activity represents. This way we will avoid any problems or confusion during the claims procedure.

## Regarding personal data

### **What happens if I change my address, telephone number, etc.?**

You should notify us of any change as soon as possible.

## Regarding payment of the insurance policy

### **How much will the insurance policy increase by?**

The premiums may be updated annually depending on your age and whether you have taken out the option of annual revaluations of the benefit level.

## Suggestions and complaints

### **How can I make a complaint or suggestion?**

You can submit it in writing to any of our branches or to the Customer Defence service. For this purpose, you can write to the registered office of DKV Seguros: Torre DKV, Avenida María Zambrano 31 (50018 Zaragoza) or to the following email: [defensacliente@dkvseguros.es](mailto:defensacliente@dkvseguros.es). You can also call the phone number 976 506 000 for our Customer Services.

In addition, you can also send it to the Complaints Service of the Directorate-General for Insurance and Pension Funds: Paseo de la Castellana 44, 28046 Madrid.

In this case, a complaint must have been forwarded beforehand to the Customer Defence service of DKV Seguros (see more detailed information on the procedure to be followed in the section “Preliminary clause”).

# Healthy Living Plan: “Vive la Salud”

DKV Seguros offers its insured customers the opportunity to subscribe the Healthy Living Plan: “Vive la Salud”, seeking to promote activities of health promotion and prevention of illness through diverse specific programmes. It is available through the Internet and with the support of the medical telephone helplines.

**a) The objectives of this project are:**

- > Acquiring healthy life styles
- > Consolidating the appropriate habits that have already been established
- > Educating about the prevention of risk factors related to illnesses
- > Teaching them to recognise the early symptoms of each illness and the necessary action for each case
- > Having personalised medical advice: defining a personalised healthy-living plan with specific health objectives and continued support aimed at achieving them

- > Facilitating effective preventive activities
- > Living in healthy conditions and anticipating complications if a health problem already exists

These objectives are achieved with the following available tools:

- > Information, training and participation in events
- > Online evaluation, follow-up and control tools
- > Personalised, remote medical advice to fulfil the therapeutic objectives

**b) The following programmes will be gradually included:**

**1. Healthy life.** Aimed at all those customers who do not present cardiovascular risk factors, but who want to acquire or maintain healthy habits. The programme will provide a personalised diet and exercise plans.

**2. Cardiovascular prevention.** Aimed at people with some of the most common risk factors related to cardiovascular illnesses: high blood pressure, cholesterol, sedentary lifestyle, tobacco addiction, etc. The programme will provide personalised advice to improve how they control their illnesses and avoid complications.

**3. Pregnancy and healthy childbirth.**

The programme aims to provide all insured adult customers of DKV Seguros who are pregnant with information and specific advice regarding different aspects related to the pregnancy, birth and postnatal care.

The purpose of this programme is to improve their knowledge, attitude and behaviour and to have a positive influence on the development and the results of the pregnancy, birth and postnatal care, as well as the newborn's care.

**4. Obesity.** Aimed at DKV customers over 18 who present signs of being overweight or obesity. The objective of the programme is weight loss through following the advice of dieticians who will set targets and design personalised diets and physical exercise routines to meet them.

**5. Child obesity.** Aimed at customers who are parents of children who are overweight or obese. The main

objective of the programme is to educate customers in acquiring healthy habits through educational material prepared for children and the personalised advice of dieticians.

**6. Parents' school.** The aim of this programme is to achieve a correct development for the child and to instill healthy living habits from birth up to adolescence. It offers parents information about the care infants need (feeding, hygiene, vaccines, prevention of accidents, toys, clothes, etc.) and the possibility of online advice for the different stages of growth and maturity of children's growth (infancy, puberty and adolescence), as well as a personal plan so that your child grows up healthy.

**7. Breast cancer prevention.** Aimed at women of 35 and over. The objective is to prevent breast cancer in an effective way and to detect it as early as possible.

The programme offers personalised medical advice and recommendations about the most effective preventive activities depending on the personal characteristics of each insured person.

**8. Prostate cancer prevention.** Aimed at men of 45 and over. The objective is to prevent prostate cancer in an effective way and to detect it as early as possible. The programme offers personalised

medical advice and recommendations about the most effective preventive activities depending on the personal characteristics of each insured person.

### **9. Cervical cancer prevention.**

Designed for all women between 18 and 65 years of age who are sexually active. Includes periodic vaginal cytology to detect and treat dysplastic injuries at an early stage before they become cancerous.

### **10. Colon cancer prevention.**

Colon cancer is the most frequent tumour in Spain.

This programme has been designed for the general public and, especially, for those over 50 years of age with a family history of colon cancer. It offers you, through online tools, the chance to assess the risk factors and helps you to avoid them. In addition it offers a team of professional experts in prevention and healthy habits to give you long-term, personal advice.

**11. Stroke prevention.** A stroke is at present the second most common cause of death in Spain after heart disease.

It is defined as the sudden appearance of an alteration in brain activity of a vascular origin, either haemorrhagic or ischemic, and that exceeds 24 hours.

This programme for preventing a stroke is aimed at adults and, especially, at those with risk factors or a history of cardiovascular illness (diabetes, hypertension, hypercholesterolemia or obesity), offering, through online tools, the chance to assess risk factors and a team of professional experts who will help you to acquire healthy habits through a long-term, personal programme.

### **12. Workplace stress prevention.**

This programme is aimed at all those who work for a living and who are aware that there is something in their family or social life, or at work, that is preventing them from being happy, or those who, although they have not developed stress, have several risk factors.

#### **c) Access:**

Access to the above is exclusively **online on [www.programas.vivelasalud.com](http://www.programas.vivelasalud.com)**

Further details about these programmes can be obtained by calling: 976 506 000

# **DKV Health and Well-being Club**

The contracting of one or more DKV Profesional health insurance modules, provides the insured person access to the digital health services and to the additional premium services of the DKV Health and Well-being Club described below, which are different to the insurance coverage.

The details for the access to these services are included on the website **[www.dkvclubdesalud.com](http://www.dkvclubdesalud.com)** or are available through the telephone helplines given in the DKV Seguros medical directory.

## **1. Digital healthcare services**

### **a) Telephone advice helplines:**

#### **1.1 24-hour care**

DKV Seguros' insured customers have available a 24-hour telephone helpline, specialised in the coordination and activation of health care services at home, depending on the type of insurance taken out and the geographical area of residence. This helpline is staffed by medical and administrative personnel.

#### **1.2 24-hour DKV Doctor**

This service provides DKV Seguros' insured customers with telephone medical advice, offering information and solving doubts regarding symptoms, diagnostic tests, health problems and medication.

#### **1.3 24-hour paediatric medical line**

This service provides DKV Seguros' insured customers with telephone medical advice from doctors or experts specialising in Paediatrics, offering information and solving queries regarding symptoms, diagnostic tests and health problems of insured customers under 14 years of age.

#### **1.4 Child obesity medical line**

This service provides the parents of insured children in DKV Seguros with telephone advice from doctors or technicians specialising in diets and nutrition, providing strategies and medical documentation regarding the prevention and treatment of being overweight and child obesity.

### **1.5 Pregnancy medical line**

This service provides DKV Seguros' pregnant insured customers with telephone medical advice given by doctors or experts specialising in Obstetrics, offering information and solving queries regarding symptoms, diagnostic tests, health problems and appropriate medication for the pregnancy stage.

### **1.6 Women's medical line**

This service provides DKV Seguros' female insured customers with telephone medical advice given by female doctors or specialists, offering information and solving queries regarding symptoms, diagnostic tests, health problems and appropriate medication for women's health.

### **1.7 Sports medical line**

This service provides DKV Seguros' insured customers with telephone advice related to Sports Medicine given by specialists in sports medicine, doctors or technicians specialising in diets and nutrition, offering information and solving queries regarding the prevention of injuries and the suitability of exercise when doing sports, as well as advice on those pathologies that include physical exercise as part of the treatment prescribed by their doctor.

### **1.8 Medical nutritional line**

This service provides DKV Seguros' insured customers with telephone dietary advice given by doctors or technicians specialising in diets and nutrition, offering information and solving queries regarding prevention for the health and dietary control of pathologies that include diet therapy as part of the treatment prescribed by their doctor.

### **1.9 Medical tropical line**

This service provides DKV Seguros' insured customers with telephone and online medical advice, offering information and solving queries regarding symptoms, diagnostic tests, health problems and chemoprophylaxis or specific medications for the speciality.

### **1.10 Psychoemotional helpline**

The insured person can receive three psychology consultations a year of thirty minutes each, as well as advice from a team of qualified psychologists, who will study each case individually. Opening hours are from 08:00 to 21:00 on working days, and they can be accessed via appointment.

### **b) Free self-care tool**

At DKV Seguros, we invest in technology so you can take care of yourself.



The "Quiero cuidarme" app is a free self-care tool available for everyone, which calculates your healthy lifestyle index (HLI), a score from 0 to 1000 based on nine indicators (body mass index, glucose, cholesterol, blood pressure, quality of sleep, emotional well-being, physical activity, tobacco consumption and diet).

In addition, users can sign up to action plans to work on certain indicators that can be improved.

### **c) App with symptom checker for 24h medical care**

An app to solve your doubts anytime, anywhere.

This service features a symptom checker that provides quick and reliable answers to health problems.

In addition, you will be able to consult a doctor via phone call, video call or chat, and access all of their previous queries. All of this wrapped up in an easy-to-use, safe and strictly confidential package.

## **2. Second opinion in cases of severe illness**

### **2.1 Second medical opinion**

Through this free service, in the event of a severe illness, the insured

person or his doctor will have remote access to the assessment and second opinion of a panel of leading medical specialists in the world.

These experts will study the medical records and offer their opinion regarding the diagnosis and possible alternative treatment.

### **2.2 Second bioethical opinion**

By means of this free service, in the event of a severe illness, the insured person or his doctor will have access to the assessment and second opinion of specialists in bioethics who will study confidentially and remotely his medical records and offer their opinion on the bioethical aspects of a treatment or sensitive medical decision.

## **3. Dental service**

DKV Seguros offers its customers access to dental treatment not included in their policy at special rates when visiting associated dental clinics included in the "DKV Network of Healthcare Services".

**With each renewal of the insurance contract, DKV Seguros may modify the dentists in the corresponding DKV Network of Healthcare Services, the subsidised dental fees and the dental services included.**

#### 4. Premium additional services

The insured person can access the **DKV Health and Well-being Club Network of Services** directly or with vouchers, always assuming the cost. This network provides additional services related to health promotion, prevention, cosmetics, personal self-care, retraining or physical and emotional well-being, as well as a variety of healthcare and family care services with discounts and/or special rates, which are well below market prices.

So, depending on the type of service that you want to use in the **DKV Health and Well-being Club Network of Services** there are two different types of access:

> **Direct access to the service:** the insured person consults the rates of the centres or professionals available on the website **www.dkvclubdesalud.com**, directly arranges an appointment with them and, on arriving at the centre, identifies himself with his card or DKV Seguros customer number, which is necessary for the supplier to apply the special DKV Health and Well-being Club rate. Finally, the insured person pays the supplier for the service

> **Access with a voucher:** in other cases, however, to enjoy some services in the “**DKV Health and Well-being Club Network of Services**” it is necessary to previously acquire a voucher. These can be obtained by visiting [www.dkvclubdesalud.com](http://www.dkvclubdesalud.com), calling 976 506 010 I 902 499 150 or at any DKV Seguros branch directly

**On each renewal of the insurance contract, DKV Seguros may modify the DKV Health and Well-being Club Network of Services, the discounts offered with the vouchers, the rates and the services included in the DKV Health and Well-being Club**, as well as include new services or discontinuing some of the existing ones, with the purpose of adapting them to the services demanded by the insured persons.

#### 4.1 Health-promotion services

##### 4.1.1 Wellness Services: Spas and urban spas

DKV Seguros offers the insured persons discount vouchers to access balneotherapy, hydrotherapy, kinesitherapy, drainage or firming treatments, at highly attractive rates.

**Spa:** a thermal centre offering the possibility of admission for resting and receiving treatments with mineral waters declared of public use whose therapeutic action has been

demonstrated and depends on their temperature, pressure, chemical composition, radioactivity, bacterial flora and dissolved gases.

**Urban Spas:** defined as such because they are located in urban centres and, because contrary to spas, the customers only spend a few hours of the day in them and do not stay overnight.

#### **4.1.2 Gyms and fitness**

Access to the gyms included in the “DKV Health and Well-being Club Network of Services” at attractive rates is obtained by means of a voucher.

#### **4.1.3 Nutritional dietary advice**

Access, at special rates, to a face-to-face consultation and design of a personalised dietary plan, as well as the subsequent follow-up.

### **4.2 Preventive services**

#### **4.2.1 Predictive genetic studies**

In indications not covered by the policy, access is given through a discount voucher to studies that provide information about the risk of a specific person developing a certain genetic illness. The analysis is usually carried out with a sample of blood that is examined in the genetics laboratory to determine whether there are changes in the gene or genes related to the illness.

The following studies may be carried out: prenatal screening test of foetal DNA in maternal blood, cardiovascular risk test, genetic profile of obesity and paternity tests, among others.

#### **4.2.2 Quit smoking programme**

Access to a new service aimed at giving up smoking employing different techniques at highly attractive rates and by means of a voucher.

#### **4.2.3 Cryopreservation of the umbilical cord in a haematopoietic stem cell bank**

The transplantation of umbilical cord blood cells is currently a common treatment for many severe illnesses (leukaemia, lymphomas, neuroblastoma, thalassaemia, etc.). The insured persons that wish to access the service, at highly attractive rates, can acquire a voucher that covers the collection, transport, preliminary analyses and conservation of the children’s umbilical cord cells in a private bank for a period of 20 years (with the possibility of an extension).

#### **4.2.4 Biomechanical gait analysis**

This service allows the insured persons, with a discount voucher, to make use of an associated network of podiatry centres that specialise in the design and preparation of fully made-to-measure insoles, as well as follow-up visits and guarantee.

### 4.3 Cosmetic or aesthetic medical services

#### 4.3.1 Refractive laser surgery for near-sightedness, long-sightedness and astigmatism

By acquiring discount vouchers, DKV Seguros offers its insured persons at highly attractive prices a specific network of specialised ophthalmological clinics for laser treatment of refraction defects (myopia, hypermetropia and astigmatism).

#### 4.3.2 Long-sighted surgery

Presbyopia is a visual defect that usually appears at the age of forty or forty-five and is the decrease in the ability of the eye to change shape easily resulting in the loss of near vision. DKV Seguros offers the insured persons access to a network of ophthalmological centres that specialise in the surgical correction of this visual defect, by fitting intraocular lenses.

This service can be obtained by acquiring a voucher that offers attractive rates.

#### 4.3.3 Medicine and plastic surgery

Includes access, with a discount voucher that offers special rates, to a consultation and a wide range of non-invasive facial, corporal (peelings, stains, lymphatic drainage, firming, etc.) and surgical treatments, such as mammoplasty, abdominoplasty, etc.

### 4.4 Complementary healthcare services

#### 4.4.1 Coverage for assisted reproduction

By acquiring a discount voucher, DKV Seguros offers its insured persons access to a network of clinics that specialise in the diagnosis and treatment of infertility, with the most advanced assisted reproduction techniques, such as in vitro fertilisation, artificial insemination, transfer of embryos, and/or the cryopreservation of eggs, sperm and embryos as required.

#### 4.4.2 Alternative therapies

DKV Seguros offers the insured customers in the “DKV Health and Well-being Club Network of Services” a network of medical homoeopaths, acupuncturists and graduates in osteopathy and chiromassage for a consultation or session at special rates.

**4.4.2.1 Homeopathy:** therapeutic technique based on a complete clinical observation that leads to the prescription of homeopathic medications, in minimal, highly diluted or infinitesimal doses, according to similarity.

**4.4.2.2 Acupuncture:** therapeutic technique in traditional Chinese medicine whose aim is to restore health via the insertion and manipulation of needles in the body.

**4.4.2.3 Osteopathy or chiropractic massage:** physical or manual therapy, complementary to allopathic or conventional medicine, directed at the treatment of musculoskeletal disfunctions, producing pain in the spine and extremities.

#### **4.4.3 Psychology**

Access to the psychologists in the “DKV Health and Well-being Club Network of Services” at special rates, for psychological or psychometric tests and/or psychotherapy sessions, **when the maximum annual limit per insured person and year stipulated in the General Conditions of the insurance policy has been exceeded.**

#### **4.4.4 Medical speciality consultations and diagnostic methods and/or outpatient treatment (as of 1.1.2019)**

In the event of not contracting the specialists module, you may however take advantage of the special rates reserved for the DKV Health and Well-being Club in those services not covered by your insurance modality by identifying yourself with your Medi-Card (see details at [www.dkvclubdesalud.com](http://www.dkvclubdesalud.com)).

### **4.5 Personal self-care services**

#### **4.5.1 Auditory health**

By acquiring discount vouchers, it provides access to an auditory check-

up in the DKV Health and Well-being Club network of auditory centres and the purchase of ear aids at highly attractive rates.

#### **4.5.2 Healthy hair**

This service allows you to take advantage, with a discount voucher, of a personalised diagnosis that includes the fitting of a hair prosthesis or wig for oncology patients and the most advanced treatments to avoid a progressive loss of hair or alopecia, such as capillary micro grafting or implants.

#### **4.5.3 Opticians' service**

By acquiring a voucher, the insured person can obtain important discounts in the DKV Health and Well-being Club network of opticians for the purchase of spectacles (frames and lenses), contact lenses and their hygiene or cleaning liquids.

#### **4.5.4 Orthopaedics service**

It provides access to the purchase of any orthoprosthesis device at very competitive rates with a discount voucher.

#### **4.5.5 Online parapharmacy**

By previously acquiring a voucher, the insured person has access to the purchase with advantageous economic conditions of over-the-counter drugstore products (cosmetics, insect

repellents, solar protectors, etc.) not considered drugs, contributing actively to the well-being and health of people.

## **4.6 Retraining or rehabilitation services**

### **4.6.1 Re-education therapy for recovery from phonation, speech or language dysfunctions**

DKV Seguros offers its insured persons a speech therapy service, at special rates on a per session basis, for the treatment of alterations of phonation, speech or language, for indications not included in the insurance policy (dysfunctions of neurodevelopment, learning, dyslexia, dyslalia, dysphemia, etc.).

### **4.6.2 Therapy for Obstructive Sleep Apnea**

This service facilitates the purchase of home ventilation devices, at highly attractive rates with a discount voucher, for CPAP (Continuous Positive Airway Pressure) or BiPAP (Bilevel Positive Airway Pressure) devices. These devices provide a supply of air at a continuous preset positive pressure during sleep at home to patients with daytime hypersomnia restricting their activity and/or with associated risk factors (arterial hypertension, cardiovascular cerebrovascular illnesses and risk of traffic accidents). You can also access treatment for apnea with intra-oral splints.

### **4.6.3 Training or re-education programme for the pelvic floor**

The insured person can also take advantage of access to the Kit Birdi pelvi perineal rehabilitation training programme, based on Kegel exercises, with a DKV Health and Well-being Club discount voucher. Via a mobile or PC/ Tablet, the activity of the muscles of the pelvic floor can be monitored and registered on a website so that the user and/or the doctor can follow-up.

## **4.7 Residential services and family assistance services**

### **4.7.1 Support services for dependent hospitalised patients or people who are alone**

A professional will accompany you during your hospitalisation and take care of you while required.

### **4.7.2 Postpartum home services**

Health professionals provide you assistance in everyday tasks with the baby or teaching recovery exercises. They will also monitor the mother's progress, looking for possible signs of anxiety and depression, and the baby's progress, and they will offer help with breastfeeding, food preparation and hygiene of the mother and baby.

### **4.7.3 Home care services**

Those that provide, by means of suitably qualified personnel, a series of useful care services for people that have suffered a decrease of

their faculties and personal mobility, experiencing difficulties with getting up, personal hygiene, getting dressed and preparing daily meals, and who require a permanent assistant.

**a) Personal Care:**

They provide personal hygiene, companionship at the home, and change of posture and personal hygiene for the bedridden.

**b) Care of the home:**

Qualified personnel carry out the domestic shopping, clean the home and even provide a kitchen service.

**4.7.4 Fixed and portable teleassistance service**

It is a personal, made-to-measure service, staffed by social workers, psychologists and doctors 24 hours a day, 365 days a year, inside and outside of the home, providing access through a specific terminal. They are portable or permanent communication devices permanently connected to a central switchboard in case of an emergency.

**4.7.5 Home adaptation service**

Consists of a set of items intended to adapt the home to their needs. These products allow for improved access and mobility throughout the home.

**4.7.6 Network of retirement homes for senior citizens**

Social, health and psychological care and rehabilitation aimed at a better quality of life for people who due to their health or family or social situation are not self-sufficient.

**4.7.7 Assisted flats system**

They are homes aimed at elderly people who want to live with other people of the same age, while feeling safe and maintaining their freedom, independence and privacy at home. This assisted flats service offers permanent protection, medical care, nursing, podiatry and physiotherapy.

**5. Call centre**

DKV Seguros' customers have access to a telephone consultation service with the purpose of receiving information about the medical directory, requesting authorisations, taking out policies or services offered by the company, making suggestions or dealing with practically any other administrative process without having to go to an office.

# **Insurance policy: General conditions**



# 1. Preliminary clause

This contract is subject to Insurance Contract Act 50/1980 of 8 October.

The control of the activities of the insurance company DKV Seguros y Reaseguros S.A.E. (henceforth DKV Seguros) located at Torre DKV Avenida María Zambrano 31, 50018 Zaragoza, corresponds to the Kingdom of Spain, and in particular to the Ministry of Economy via the General Directorate of Insurance and Pension Funds.

The contract consists of the following documents:

- > Preliminary insurance information document (insurance application)
- > The health declaration
- > The general conditions
- > The particular conditions
- > The special conditions (where applicable)
- > The supplements or appendices

The transcriptions or references to laws do not require an express acceptance, as they are compulsory in any case.

The policyholders of the insurance, insured persons, beneficiaries, affected third parties or claimants of any of these, in defence of their interests and for the resolution of any conflicts that may arise with DKV Seguros, can make their complaint or appeal in the following ways:

At any of the DKV Seguros branches, before the Customer Defence Service of DKV Seguros or through our Customer Services.

Claims can also be sent by mail or to the address of the Customer Defence Service of DKV Seguros: Torre DKV, Avenida Maria Zambrano 31, 50018 Zaragoza; by e-mail: [defensacliente@dkvseguros.es](mailto:defensacliente@dkvseguros.es); or by calling the following phone number: 976 506 000 for our Customer Services.

The customer may select the means and address through which to receive the reply. The complaint will be answered in writing within two months.

After a two-month period has elapsed, if the customer disagrees with the proposed solution, he may contact the Claims Service of the Directorate-General for Insurance and Pension Funds, which is domiciled at Paseo de la Castellana 44, 28046 Madrid.

Once this two-month term has lapsed and if you are not fully satisfied with the proposed solution, you may visit the Commissioner for the Defence of Customers of Financial Services, located at Pº. de la Castellana 44, 28046 Madrid, where on showing the previous procedure made to DKV Seguros he will be able to make an official appeal.

Without the aforementioned steps being affected, you may also make a legal claim before the corresponding Courts.

## 2. Basic concepts. Definitions

For the purpose of this contract, the following terms have been defined:

### A

#### **Accident**

Any kind of body damage suffered during the validity of the policy, which has been documented as being due to an external, violent and sudden cause against the will of the insured person, resulting in temporary or permanent disability, or death.

The following are also considered as accidents:

- > Asphyxiation or injuries caused by gases or vapours, immersion or submersion or the ingestion of solids or materials other than foods
- > Infections as a result of an accident
- > Tearing or pulling of a muscle as a result of a sudden movement
- > Injuries produced in legitimate self-defence or while saving persons or goods
- > Injuries due to surgery or medical treatment arising from an accident covered by the policy

The following are not considered as accidents:

- > Illnesses of any kind
- > Surgery or operations performed by the insured person on himself
- > Injuries resulting from ionising radiation of any kind, including that related to the modifying of the nucleus of an atom

#### **Actuarial age**

The age of each insured person on his closest birthday (past or future) to the effective date, or the date of extending the policy.

**Angiogenesis inhibitor**

Biological medication that acts on the growth factor of the vascular endothelium (VEGF), essential for the formation of new blood vessels (angiogenesis) inhibiting their growth.

**B****Beneficiary in accident insurance**

The individual or legal entity that, with prior consent of the insured person, has the right to receive the compensation. In the guarantees for disability the beneficiary is the insured person himself.

**Beneficiary in income protection insurance**

The individual or legal entity stipulated in the particular conditions that has the right to receive the compensation guaranteed by the policy, or otherwise, in case of death, those stipulated for such, unless expressly agreed to the contrary in the particular conditions.

**Biological or synthetic material**

Also known as biological prosthesis, implanted by means of special techniques to replace, regenerate or add to an organ or its function. Includes cell transplants for regenerative purposes.

**Biomaterial**

Materials, natural (biological of either animal or human origin) or artificial (man made), used in the production of items or sanitary products that interact with biological systems, applied in various medical specialties.

**C****Cardiac rehabilitation**

The activities required to restore an optimum functional level after an acute heart attack, from a physical point of view.

**Clinical psychology**

Specialist area of Psychology that deals with the treatment and rehabilitation of anomalies and disorders of human behaviour.

**Clinical psychologist**

Graduate in Psychology who specialises in Clinical Psychology.

**Collective insurance modality**

For the purpose of contracting, it is considered that the insurance policy is of a collective modality when it includes a minimum of ten insured persons, linked by a relationship other than the interest of insuring, when it fulfils the legal conditions for insuring when the coverage is made by means of obligatory (closed collective) or voluntary (open or co-financed collectives) adhesion to certain

contracting conditions and/or a single contract previously agreed with DKV Seguros and the contracting collective.

### **Complete medical care**

Includes all the specialties and health care services included in the insurance policy in the modules of primary care, specialists and complementary means of diagnosis and treatment, as well as hospital care and surgery.

### **Complicated pregnancy**

All clinical situations requiring health care whose origin, worsening or complication is a consequence of the present pregnancy, childbirth or puerperium, regardless of the final result of this pregnancy.

### **Congenital abnormality, illness, or injury**

Present at the moment of birth as a result of hereditary factors or medical conditions acquired during pregnancy up to the moment of birth itself.

A congenital condition may show up and be recognised immediately after birth, or be diagnosed later at any time during the individual's life.

### **Contribution**

The preset amount for each medical act that the policyholder or insured person accepts for the use of the DKV Network of Healthcare Services, and which is stipulated in the "Table of groups of medical acts and contributions" of the particular and/or special conditions of the policy.

### **Cost-efficiency analysis**

It allows comparing costs of one or more health interventions in monetary terms and their consequences in quality adjusted life years (QALY), in order to measure the health outcome.

### **Cytostatic**

Cytotoxic medication used in oncological chemotherapy that is able to stop the development of cancer acting directly on the integrity of the chains of deoxyribonucleic acid (DNA) and the cellular mitosis, inhibiting normal cellular multiplication, both of healthy and tumour cells. This therapeutic subgroup includes, for their action mechanism: the alkylating agents, the antimetabolites, plant alkaloids and of other natural products, cytotoxic antibiotics, those made from platinum and methylhydrazines.

## D

### **Deceit**

Deceit, fraud, malicious and disloyal will in fulfilling the obligations.

### **DKV Network of Healthcare Services**

The list of professionals and hospitals associated with DKV Seguros throughout Spain.

## E

### **Enzymatic and/or molecular inhibitor**

Biologically directed pharmaceuticals that act on a therapeutic, intra or extra cellular target, inhibiting the generation and transmission of signals for cellular growth. This therapeutic subgroup includes different levels of enzymatic transcription inhibitors (e.g. inhibitors of protein kinase, of tyrosine kinase, of proteasomes, etc.

### **Excess**

This is defined as the initial number of days of each claim without entitlement to the benefit.

### **Excess period**

In the case of the daily temporary disability guarantee, the excess period will be understood as the initial number of days of each accident that do not generate the right to the provision.

In the case of the scaled temporary disability guarantee, the excess period will be understood as the number of days that, for the purposes of the provision, should be taken away from those that appear in the scale of Annex I for each diagnosis.

### **Exclusion period**

It is the period of time set in the contract, from the date that each insured person is registered, during which a part of the coverage included in the policy guarantees does not take effect and during which if a diagnosis is provided or the first symptoms appear of an illness with an exclusion period, there will be no right to any type of compensation related thereto, thus remaining excluded from the insurance coverage. This period is calculated by months, counting from the effective date of the policy for each of the insured persons included in it.

### **External means**

Doctors and centres not included in the DKV Network of Healthcare Services.

### **Extra premium**

Additional sum or premium paid for the coverage of a risk excluded from the general conditions.

## F

### **Fraud**

Deceit, malicious and disloyal will in fulfilling the obligations stipulated in a contract.

## G

### **Genetic therapy**

The process that allows the treatment of hereditary illnesses, cancer, infections and other illnesses, by means of the modification of cellular genome.

Genetic therapy consists of inserting, by means of different vectors, genetic material in a target cell to obtain a therapeutic effect (synthesis of a protein of interest, to compensate a genetic deficit, to stimulate the immune response to a tumour or resistance to infection by a virus).

### **Grace period**

It is the period of time set in the contract, from the date the policy enters into force, during which a part of the coverage included in the policy guarantees does not take effect. This period is calculated by months, counting from the effective date of the policy for each of the insured persons included in it.

### **Guaranteed compensation**

The daily compensation or amount indicated in the Particular Conditions.

## H

### **Heart attack**

Acute coronary obstruction produced by thrombosis or clot.

### **Heliocoidal radiation therapy or tomotherapy**

Real-time image-guided helical radiotherapy, also called tomotherapy, integrates CAT and a multilayer binary linear accelerator (64) in a single device. It is an advanced radiotherapy modality that enables you to obtain a three-dimensional image of the tumour before administering the radiation and to focus the radiation on the tumor from many different directions by rotating the machine's radiation source around the patient in a spiral manner. It is also called helical tomotherapy.

### **High medical technology**

Refers to the new applications of electronics, computer science, robotics and bioengineering in the field of medicine, especially in diagnosis technologies and medical treatment. These techniques are characterised by a high investment cost, the need for specialised personnel, and are subject to reports from the health technologies assessment agencies (AETS) to verify whether their security and effectiveness in the different indications are sufficiently strong to replace the existing technology.

**Hospital or clinic**

All public or private establishments that are legally authorised for the medical treatment of illnesses, body injury or accidents, equipped with the means required to carry out diagnoses and surgical operations.

**Hospital care for social or family reasons**

Admission to, or extended stay in, hospital for reasons unrelated to objective medical pathologies and therefore not requiring hospital care in the judgement of a DKV Seguros doctor, but rather for social and/or family motives. Such cases are not covered by the policy.

**Hospital care / income protection insurance**

Admission to a hospital centre, for a period of time exceeding 24 hours, with medical prescription, for diagnoses or therapeutic purposes.

**I****Illness or injury**

Alteration of health that occurs while the policy is in force, not resulting from an accident, the diagnosis and confirmation of which is carried out by a legally recognised physician in the place or country where he offers his services.

**Implant**

Sanitary product designed to be totally or partially inserted in the human body by surgery or special techniques, with a diagnostic, therapeutic and/or aesthetic purpose, intended to remain there after this surgery.

**Immunotherapy or biological therapy**

Immunotherapy or biological therapy (also sometimes called biotherapy or biological answer modifier therapy) is based on modifying, stimulating or restoring the capacity of the immune system to fight against cancer, infections and other illnesses. It is also used to diminish certain secondary effects that some oncological treatments can cause. The substances or medications used in anti-tumour immunotherapy are non-specific immunomodulating agents, interferons, interleukins, growth factors or colony stimulants, monoclonal antibodies or specific antigen-anti tumour agents, therapies with cytokines and vaccines.

**Indisputable contract**

A condition included in the contract, which is effective a year after contracting the policy or of new insured persons joining, by which DKV Seguros agrees to cover all pre-existing illnesses, as long as they were unknown to the insured person and that their omission in the health statement was unintentional.



### **Individual insurance modality**

For the purpose of contracting, it is considered that the insurance policy is of an individual modality when it includes a minimum of one insured person and a maximum of nine linked by a relationship other than the interest of insuring, commonly first degree relatives (the holder, spouse or common law partner, and their non-emancipated children under 30 cohabiting in the same family residence), and when the coverage in any case is carried out by means of obligatory (closed collective) or voluntary (open or cofinanced collectives) adhesion to certain contracting conditions and/or a single contract previously agreed with DKV Seguros and the contracting collective.

### **Inpatient health care**

Hospital care is the care given in a hospital centre with admission during at least 24 hours for the insured person's medical or surgical treatment.

### **Insurance application**

The questionnaire made available by DKV Seguros in which the policyholder describes the risk he wishes to insure with all the circumstances that he is aware of and which may influence the evaluation of said risk.

### **Insurance application or preliminary information document**

In addition to preliminary information

and the data protection policy, it includes an health status questionnaire provided by DKV Seguros in which the insurance policyholder describes the risk that he wishes to insure, with all the circumstances known to him and which can have an impact on the assessment of the above-mentioned risk. Truthful answers are expected to the questions established by DKV Seguros.

### **Insured person**

The individual who receives the medical assistance.

### **Insured provision**

The daily provision specified in the particular conditions.

### **Insured sum**

The quantity of money stipulated in each of the areas of coverage of the policy and which represents the maximum limit of the compensation in each claim.

### **Insurer**

Insurance company that assumes the contractually agreed risk, DKV Seguros y Reaseguros, S.A.E.

### **Intensity modulated radiation therapy (IMRT)**

A type of specifically shaped three-dimensional radiotherapy that uses computer generated images, by means of inversely planned computer programs, to show the size and exact

shape of a tumour, to direct beams of radiation from multilayered linear accelerators at different angles and varying intensities toward the tumour, concentrating the maximum intensity on the tumour itself, and limiting the dose that the healthy adjacent tissues receive. It is also called IMRT.

## L

### **Life threatening emergency**

A situation that requires medical health care immediately or without delay (in a few hours), as a delay could affect the life or cause irreparable damage to the physical state of the patient.

### **Limiting clause**

Agreement stipulated in the insurance contract, by means of which the extension of a guarantee is limited or leaves it without effect when any risk related circumstances arise.

## M

### **Major outpatient surgery**

All surgery carried out in an operating theatre with general, local or regional anaesthetic or sedation that requires little post-operative and short-term care, does not require hospital care and therefore patients can be discharged a few hours after the operation.

### **Medical and surgical fees**

Professional fees corresponding to surgery and/or a stay in hospital.

Includes the fees of the surgeon, assistants, anaesthetists, midwife, and those of any other staff who were strictly necessary for the surgery or treatment given.

### **Medical or surgical hospital care**

A stay in hospital that is required to receive medical or surgical care.

Includes the costs arising from a stay in hospital, medical fees corresponding to the surgical-medical treatment given and the prosthesis, if applicable.

### **Minor outpatient surgery**

Health care processes that require surgical procedures or other simple interventions that are carried out in consultations, on superficial tissue and that generally require, local anaesthetic.

The techniques most used are surgical exeresis and cryotherapy.

## N

### **Neonatal care**

All medical or surgical treatment that affects a new born baby during the first four weeks (28 days) of his life.

### **Neurological rehabilitation**

All the physical therapy (also known as neurological physiotherapy) prescribed by a neurologist or specialist in rehabilitation and carried out by a physiotherapist in a specific rehabilitation centre, with the purpose of returning, to the extent possible, normal mobility to patients that have been affected by the consequences of a motor-sensitive impairment due to a severe acquired brain injury.

### **N.I.C.E clinical guides.**

The National Institute for Health and Clinical Excellence (NICE) is a non-profit public organisation created in 1999, belonging to the Department of Health of the United Kingdom, responsible for providing information and guidance to staff related to the health sector for the prevention and treatment of diseases, as well as making recommendations based on the available scientific evidence regarding the therapeutic usefulness (safety and cost-effectiveness) of certain health and medications (including radiopharmaceuticals and anti-tumour or cancer medications). NICE Clinical practice guidelines are world renowned and the most widely developed; therefore, they have been selected as a reference to assess chemotherapy and radiation oncology with efficiency criteria, having based their recommendations on articles

with the highest level of evidence, and not on publications of expert groups, or any other convenient source.

## **O**

### **Orthopaedic material and arch supports**

Sanitary products for permanent or temporary external use that are specifically adapted to the patient. They are designed to modify the structural or functional conditions of the neuromuscular or skeletal system, without their fitting ever requiring surgery.

### **Osteosynthetic material**

Piece or element of any kind used in the joints of fractured bones, or to link ends of joints.

### **Outpatient health care**

Refers to the diagnostic and/or therapeutic care that is habitually given in surgeries, at the patient's home and/or at a hospital or clinic without an overnight stay or a stay of less than 24 hours (e.g. casualty, day visits).

This concept does not include major outpatient surgery.

### **Own means**

Doctors and centres included in the DKV Network of Healthcare Services.

## P

### **Pain unit**

Medical service specialised in the treatment of chronic pain.

### **Physician**

Graduate or Doctor in medicine who is legally qualified and authorised to provide medical or surgical treatment for the illness, ailment or injury that the insured person is suffering.

### **Policy**

The insurance contract, the document that contains the general conditions, the particular conditions, the special conditions, plus the supplements or appendices that are issued to establish additions to or change the above. The application form and the health declaration are also part of the policy.

### **Policyholder**

The individual or legal entity that subscribes this contract with DKV Seguros and accepts the obligations derived from the said contract, except for the obligations of the Insured Person.

### **Pre-existence**

Health condition (for example pregnancy), alteration or organic disorder that existed before the moment of taking the policy out or it becoming effective and which is normally determined by signs or

symptoms, regardless of whether or not a medical diagnosis has been given.

### **Pre-existing health condition**

Health state or condition, not necessarily pathological (for example pregnancy), that began before the inclusion of the insured person in the policy.

### **Premature or preterm childbirth**

Premature or preterm childbirth is considered to be that occurring after the twentieth week and before the thirty seventh week of gestation, provided that the pregnancy had not begun and the insured person could not have been aware of it before the date of its inclusion in the policy.

### **Premium**

The price of the insurance. The receipt includes the surcharges and taxes that are legally applicable.

### **Proportional rule**

Consists of adapting the compensation in the event of a claim against the premium paid. It is used when the policyholder, having omitted relevant personal data, has paid a premium lower than that he would have paid had he included the omitted data. In the event of a claim, if there is no deceit or serious fault by the insured person, the compensation would be reduced by the same proportion as the

premium that DKV Seguros had not received due to the omission.

### **Psychotherapy**

Method of treatment used on a patient suffering from a psychiatric conflict with a psychiatrist's prescription or recommendation.

## **Q**

### **Questionnaire or health declaration**

Question sheet which forms an integral part of the insurance policy made available to the policyholder and/or insured person by DKV Seguros, whose aim is to determine his state of health, in addition to discovering the circumstances that could influence the evaluation of the risk and the contracting of the policy.

## **R**

### **Radical or oncologic surgery**

Surgical process on the breast or other types of organs following an oncologic diagnosis.

### **Regenerative medicine**

Includes tissue regeneration techniques, cellular or molecular therapy, implants or transplants of mother cells and tissue engineering.

### **Rehabilitation**

All the physical therapy prescribed by a traumatologist, neurologist, rheumatologist or specialist in rehabilitation and carried out by a physiotherapist in a specific rehabilitation centre, with the purpose of returning functionality to the parts of the locomotive apparatus that have been affected by the consequences of an illness or accident caused while the policy is effective.

### **Rightful claimant**

Person who derives a right from another.

### **Robotic or computer assisted surgery**

Image-guided or computer-assisted surgical acts carried out by a robot, following the instructions of a surgeon aided with a telerobotised laparoscopic system and/or assisted by a virtual reality computerised system or navigator with computer obtained 3D images.

## **S**

### **Scale**

A table included in the General Conditions of the policy containing a list of illnesses and injuries with an assigned standard number of days, according to which the compensation of the guarantees of Temporary Scaled Compensation are established.

**Special care unit**

Section or area that is specially equipped and staffed by doctors and nurses who specialise in giving specific treatment.

**Surgical operation**

Diagnostic or therapeutic act carried out by means of an incision or other internal approach by a surgeon or surgical team usually requiring the use of an operating theatre belonging to a legally authorised hospital.

**Surgical prostheses**

Permanent or temporary health care products that in the event of the absence, defect, or anomaly of an organ or part of the body, substitute or restore, totally or partially, its physiological function.

**T****Temporary disability**

Situation due to an accident or illness, covered by the policy, that makes it completely impossible for the insured person to temporarily carry out his professional activity.

**Title holder- accident insurance**

Person who subscribes the guarantees for death and disability in the complementary Accident insurance.

**Total and permanent disability**

Irreversible physical condition, due to an accident or illness, against the will of the insured person, resulting in him being unable in any way to carry out his work or professional activity.

**Traffic accident**

Accident suffered by the insured person as a pedestrian; user of public transport, scheduled or charter flights; car driver or passenger; or whilst riding a bicycle or motorbike on all kinds of public roads or a private road open to the public.

# 3. Modality and extension of the insurance policy

## 3.1 Health insurance

### 3.1.1 Object of the insurance policy

By means of this policy, DKV Seguros covers medical, surgical and hospital care, within the limits established in these Conditions and the Particular and Special Conditions and/or health questionnaire, for all kinds of diseases or injuries included in the specialities and modalities that appear in the description of services in the policy, after payment of the relevant premium.

**Diagnostic and therapeutic advances in medical science that appear during the coverage of the policy will only be included as part of the coverage of the policy when:**

**1. Their safety and cost-efficiency validation studies are ratified by means of a positive report from the Agencias de Evaluación de las Tecnologías Sanitarias (Health Care Technology Assessment Agencies) that report to the Health Services of the Autonomous Communities or of the Ministry of Health.**

**2. They are expressly included in Section 4** "Description of the coverage" included in the general conditions.

With each renewal of the policy, DKV Seguros will explain the techniques and treatment that will form part of the new coverage of the policy for the subsequent period.

### 3.1.2 Modality of the insurance policy

"DKV Profesional" is a health insurance policy that is structured in a series of steps, from basic to more complex health care, in three modules which can be taken out separately or together:

1. Primary care module.
2. Specialists and complementary means of diagnosis & treatment module.
3. Hospital care and surgery module.

The health care modules of DKV Profesional can be taken out separately and freely or in different combinations to adapt to the insured person's needs.

DKV Profesional provides medical and surgical care on a national level through the DKV Network of Healthcare Services for all kinds of illnesses or injuries, in the specialities detailed in the coverage for the contracted modules, provided that the usual residence of the insured person is in Spain, except if otherwise expressly accepted by DKV Seguros.

This insurance is based on the free selection of doctors and medical centres among those detailed in the 'DKV Network of Healthcare Services', which covers the whole national territory, provided that its speciality is included in the contracted module.

If some of the services included in the contract are not available in a particular area, the insured person has the right to choose a location where they are offered.

The right to freely choose a doctor or centre implicates the absence of direct, joint or subsequent liability of DKV Seguros with regard to the actions of such doctors or centres, where DKV Seguros has no control capacity owing to the protection of professional

secrecy, the confidentiality of health details and the prohibition of third parties gaining access to data in the health sector.

Medicine is an activity of means and not results. For this reason, DKV Seguros cannot guarantee the positive outcome of medical acts that the policy covers.

The modality of the service provided is that specified in article 105, paragraph 1 of the Insurance Contract Act -payment of health care expenses-, without assuming directly the provision of those services supplied by professionals and qualified centres. In case of incorrect medical or hospital practice, the insured person is under an obligation to make a complaint exclusively against those professionals or centres directly intervening in the provision of the service and their respective insurance companies of civil responsibility, releasing DKV Seguros from any responsibility.

The payment of a specific contribution from the insured person towards some services is included in the regulations.

**Under no circumstances will a cash compensation be paid instead of health care services.**



### 3.1.3 Access to coverage

DKV Seguros will provide the policyholder with a DKV MEDICARD®, which is non-transferable and for his personal use, as a means of identification for each beneficiary and information about the DKV Network of Healthcare Services with a breakdown of the associated medical services, health care professionals, diagnoses centres, hospital centres, emergency services and complementary services, as well as their addresses and timetables.

In the DKV Network of Healthcare Services the insured person pays a quantity for each medical act (see section “Frequently asked questions”, DKV MEDICARD®).

The services covered by the policy in the different modules may have free access or require previous authorisation from DKV Seguros. Generally, the primary care, a medical-surgical specialist and emergency consultations, as well as basic diagnosis tests, have free access.

Hospital admissions, surgery, prostheses and surgical implants, psychotherapy sessions, preventive programmes or check-ups, ambulance transfers, therapeutic acts and complex diagnosis tests, which are detailed in the associated list of the DKV Network of Healthcare Services, require authorisation.

To identify yourself to any doctor or centre of the DKV Network of Healthcare Services as an insured person, you must present your DKV MEDICARD®.

Similarly, you may be obliged to present your identity card or official means of identification (passport, residence permit, etc.), if required by the health care or auxiliary staff. DKV Seguros will issue the corresponding authorisations to access the services, with the written prescription of a doctor of the DKV Network of Healthcare Services and following administrative confirmation, unless the service is not covered by the module(s) taken out.

To issue the authorisations, process the claims, inform the customer about additional services and/or administer plans of prevention and promotion of good health, DKV Seguros is authorised to collect medical information related to prescriptions, directly from the doctor and/or centre, and request an additional medical report from the insured person containing the history, risk factors, diagnosis and need for treatment.

Despite that mentioned in the previous paragraphs, in emergency cases the order given by a doctor of the DKV Network of Healthcare Services will be sufficient provided that the insured person, or person acting

on his behalf, notifies DKV Seguros of the event in a demonstrable manner to obtain their confirmation and authorisation within 72 hours following admission, or after receiving health care.

In cases of life threatening emergency DKV Seguros will be financially bound until the moment that the doctor determines his recovery, in which case it is understood that the policy no longer covers the medical care or the hospitalisation.

The authorisations can be requested by telephone, from the Call Centre, by calling 976 506 000, through the web [www.dkvseguros.com](http://www.dkvseguros.com) or in any of the DKV Seguros branches.

#### **3.1.4 Care via means other than the DKV Network of Healthcare Services**

DKV Seguros does not accept responsibility for the fees of doctors outside of the DKV Network of Healthcare Services, the hospitalisation expenses or services that these professionals may request.

DKV Seguros does not accept responsibility for the hospital care expenses of the services arising in public or non-DKV Seguros associated private centres that are not included in the corresponding DKV Network of Healthcare Services, according to the modality contracted, whoever their prescribing doctor or author may be.

In cases of life threatening emergency, the concept of which is defined in this document, and with the express authorisation of the company, DKV Seguros will cover the health care expenses arising in centres outside of the DKV Network of Healthcare Services, provided the treatment is included in the module(s) contracted.

The insured person must notify DKV Seguros in a demonstrable manner within 72 hours after admission or beginning to receive health care.

Provided that his clinical situation allows it, the patient will be transferred to a DKV Network of Healthcare Services centre.

For assistance abroad, all the health insurance modules of DKV Profesional include travel assistance coverage, which you can access by telephoning +34 91 379 04 34.

#### **3.1.5 Subrogation clause or surrender of rights**

Once the service has been provided, DKV Seguros may exercise the rights and actions that, deriving from the accident, correspond to the insured person against third parties that may be civilly or criminally liable, up to the limit of the paid compensation.

The insured person is obliged to provide DKV Seguros with all the necessary documents required to proceed with the subrogation.

### **3.1.6 Description of the coverage**

The specialities, health care and other services that you are entitled to with this contract, depending on the module(s) taken out as detailed in section 3.1.9 “Services according to the module(s) taken out”, are the following:

#### **3.1.6.1 Primary care**

**General medicine:** Medical care at home or at a surgery, as well as the prescription of tests and basic diagnostic means.

**Paediatrics and child care:** Up to and including 14 years of age, at home or at a surgery, with the indication and prescription of tests and basic diagnostic means.

Includes basic analytic blood tests (excluding hormone, immune, genetic and molecular biological tests), urine tests and standard X-rays (noncontrast).

**Nursing services (injections/cures):** Services from a Health Care Technical Assistant or University Graduate (ATS/DUE) that will be given in a centre and at home with a prior written prescription from the doctor attending the insured person.

**Ambulance service:** for cases of urgent need, road transport is included from the place where the insured person is located to the nearest hospital in the DKV Network of Healthcare Services where the treatment can be carried out and viceversa, provided that special circumstances impede him from physically using ordinary means of transport (public transport, taxi or private car). Transport with incubators is included.

The written authorisation of an associated doctor in the DKV Network of Healthcare Services, together with a report indicating the need for assisted transfer, will be required in all cases.

#### **3.1.6.2 Emergency care**

##### **Permanent Emergency service.**

To obtain health care in emergency cases you should go to any centre offering this service that appears in the “DKV Network of Healthcare Services” directory.

In the event of having taken out the “Hospital care and Surgery” Module and going to a non-associated centre for a life threatening emergency, the insured person, or person acting on his behalf, should notify DKV Seguros in a demonstrable manner within 72 hours following admission.

As long as there is no medical reason for not doing so, DKV Seguros may change you to an associated hospital, providing the appropriate transfer means.

### **3.1.6.3 Medical and surgical specialities**

#### **Allergy treatment.**

The vaccines will be at the expense of the insured person.

#### **Anaesthesiology-resuscitation.**

Includes the epidural anaesthetic.

#### **Angiology and cardiovascular surgery.**

#### **Brain surgery.**

#### **Cardiology-circulatory system.**

Includes rehabilitation after an acute myocardial infarction.

#### **Cardiovascular surgery.**

**Dermatology (medical & surgical) includes outpatient phototherapy with narrowband (UVB-BE) ultraviolet radiation B for the indications given in Section 4.5 (“therapeutic methods”) of the general conditions.**

#### **Endocrinology and nutrition.**

#### **General and gastrointestinal surgery.**

Includes bariatric surgery for a body mass index of 40 or over (morbid obesity), in national associated centres.

#### **Geriatrics.**

#### **Gynaecology.**

Includes diagnosis and treatment of women’s illnesses. Coverage includes a yearly gynaecological check-up, family planning, the use of surgical lasers (CO<sub>2</sub>, Erbium and diode) and fertility and sterility tests.

**Assisted reproduction treatment is at the customer’s expense (see Additional Services).**

#### **Haematology and haemotherapy.**

#### **Internal medicine.**

#### **Midwife.**

Registered nursing assistant (ATS) or qualified nurse (DUE) specialised in providing care during childbirth.

#### **Nephrology**

#### **Neonatology.**

#### **Neurology.**

#### **Nuclear medicine.**

#### **Obstetrics.**

Including control of pregnancy and childbirth assistance.

Includes “triple screening” EBA Screening (the first trimester combined test) and amniocentesis or Chorion biopsy to obtain the chromosomal karyotype, for the diagnosis of foetal anomalies. The genetic test of prenatal screening in maternal blood for trisomy 21 (Down), 18 (Edwards) and 13 (Patau) is only covered for high-risk pregnancies, multiple gestation and a history of repeated miscarriages (two or more) of unknown cause, and when the first trimester combined test is positive (with risk of abnormality in the foetus of more than 1/250).

It also covers the non-invasive test of foetal lung maturity during the last trimester of the pregnancy, in replacement of amniocentesis, to detect and prevent neonatal respiratory distress, when there is a high risk of premature birth or an elective Caesarean section is considered due to pregnancy complications, before week 37 of gestation.

#### **Odontostomatology.**

In any module of “DKV Profesional” the policy includes consultations, extractions, stomatological treatment, dental cleans and dental X-rays associated with this treatment.

If you contracted the Specialists module, fissure sealers and obturations (fillings) are included up to the age of 14.

Other dental treatment not covered by the policy is available through the Dental Service with a contribution from the customer (see section Additional Services).

#### **Oncology.**

Includes intra-operative molecular diagnosis of the sentinel node for breast cancer at an early stage, without lymphatic extension using the OSNA technique.

#### **Ophthalmology.**

Includes cross linking or corneal cross linking technique, cornea transplants and use of surgical laser, except for the correction of visual refraction defects (myopia, hypermetropia and astigmatism), and presbyopia, which are at the customer’s expense (see Additional services).

#### **Orthopaedic surgery.**

Includes arthroscopic surgery, percutaneous nucleotomy and chemonucleolysis.

#### **Oral and maxillofacial surgery.**

#### **Otorhinolaryngology.**

Includes adenoamigdaloplasty and surgery for nasal turbinates or turbinoplasty by radiofrequency, and the use of laser in the operating theatre, **except for surgery for snoring, obstructive sleep apnea or uvulopalatopharyngoplasty.**

**Paediatric surgery.**

**Peripheral vascular surgery.**

**Includes the use of endoluminal laser in the operating theatre for treatment of varicose veins, except for that stipulated in section 3.1.7.f** of Excluded Coverage of the General Conditions.

**Plastic and repair surgery.**

Surgery to repair injuries using plasties and grafts.

**Plastic surgery for aesthetic purposes is not included, except for:**

**1. In the case of oncoplastic breast reconstruction after radical surgery, and if required, during the same operation the reconstruction of the healthy contralateral breast** (maximum limit of one year after the oncology surgery). Includes the breast prosthesis, skin expanders and coated breast meshes.

**2. Reduction mammoplasty in women above 18 years of age with gigantomastia (a volume over 1500 grams or ml in each breast) that, in addition, have a sternal distance (nipple to sternum-bone notch) greater than 32 cm, have a body mass index lower than or equal to 30 and require a minimum removal of 1000 g per breast.**

**Pneumology-respiratory tract.**

Includes home therapy in severe obstructive sleep apnoea/hypopnoea syndrome (OSAHS) (see section 3.1.6.5 “Therapeutic methods” of the General Conditions).

**Proctology.**

Includes the use of a surgical laser for the treatment of rectal and haemorrhoidal pathologies.

**Psychiatry.**

Mainly neurobiological treatments.

**Rehabilitation.**

Under the direction of a specialist physician who is specifically qualified in this area and assisted by physiotherapists to restore the correct functioning of those parts of the locomotor apparatus injured due to an illness or accident and carried out in a suitably prepared centre.

**Neurological rehabilitation in severe acquired brain injury:**

specific physical therapy, **on an outpatient basis, with a maximum limit of 60 sessions during the term of the policy and/or the lifetime of the insured person** in national centres of reference, with a suitable rehabilitation service for such purpose and exclusively to treat the following indications: **stroke, anoxia or hypoxia, meningitis and encephalitis, traumatic brain injury from accidents**

**covered by insurance, brain tumour surgery, and radiosurgery to remove brain tumours.**

In both cases, a suitably prepared centre, or specific rehabilitation centre, **is one that is duly licensed to carry out such health care activity by means of the corresponding administrative authorisation and is registered in the Autonomous Community's Health Care Register of Centres, Services and Establishments.**

**Rheumatology.**

**Thoracic surgery.**

Includes Sympatectomy by hyperhydrosis (treatment for excess sweating).

**Urology.**

Includes use of Holmium surgical laser for lithiasis endourological, stenotic or tumour surgery and Green Laser Diode (KTP and HPS); Holmium and Thulium for the surgical treatment of benign prostatic hyperplasia in reference centres throughout the country, the rehabilitation of the pelvic floor for urinary incontinence, vasectomy, and the study and diagnosis of male sterility and infertility.

#### **3.1.6.4 Diagnostic aids**

They must be prescribed by an eligible practitioner of the DKV Network of Healthcare Services according to the insurance modality, and the reason

for the exploration must be specified. The contrast materials required in the diagnostic tests of this section are included.

**Clinical, anatomopathological and biological analyses.**

**X-ray diagnosis.**

It includes complex diagnostic radiology techniques (with contrast materials), computed axial tomography (CAT), nuclear magnetic resonance (NMR) and bone densitometry.

**Endoscopic capsule.**

Included in the diagnosis of haemorrhage and/or intestinal bleeding of unknown or hidden origin.

**Endoscopic examinations.**

Digestive, diagnostic and/or therapeutic.

**Fibrobroncoscopic: diagnostic and/or therapeutic.**

**Cardiac diagnosis.**

Electrocardiograms, strength tests, ultrasound scans, holter, doppler and haemodynamic.

It also includes multislice coronary tomography (tc 64 MSCT) and cardiac spectography (cardiac spect) after an acute heart attack and post-operative heart pathologies.

### **Neurophysiology.**

Electroencephalograms, electromyograms, etc.

**Sleep unit:** Polysomnography in pathological processes prescribed beforehand by a specialist.

### **Interventional or invasive vascular and visceral radiology.**

**Optical coherence tomography (OCT).** In ophthalmologic diagnoses according to commonly accepted clinical practices.

### **High diagnostic technology.**

Available in national reference centres through the DKV Network of Healthcare Services.

**a)** includes computed tomography (CT angiography), multislice magnetic resonance angiography (MRA) for the **diagnosis of arterial vascular disease and cerebral and abdominal venous, the follow-up and control of the integrity of the vascular prosthesis, evaluation of arterial dilations or aneurysms, and vascular malformations and limitations regardless of their location.**

**b)** Magnetic resonance arthrography (MRAr) **for tendon and intraarticular injuries that are difficult to diagnose,** Magnetic resonance cholangiography (MRCP) and cholangiopancreatography (ERCP) that allows three-dimensional reconstruction and

**exclusion of choledocholithiasis in cholecystectomy patients, and oncology in bile and pancreatic ducts.**

**c)** The multislice computed tomography of the urinary tract (collection system, ureters and bladder) for the study of **congenital abnormalities, following radical surgery of the urinary tract, and when an intravenous urogram (IVU) or ureterorenoscopy is contraindicated.**

**d)** Tomography by emission of positrons (PET) either solely or combined with computerised tomography (PET-CT) **in cancer-related processes and in other clinical indications included in the technical data sheet of the radiopharmaceutical fludeoxyglucose (18F) usually employed, provided that they are authorised by the Spanish Agency for Medicines and Medical Devices (AEMPS).**

**e)** Unique photon tomography (Spectrography-SPECT), scintigraphy and spectroscopy by MRI or NMR or high resolution or field (3 teslas): **in oncological diagnosis and/or drug-resistant epilepsy in accordance with commonly accepted clinical practice protocols.**

**f)** Genetic and molecular biology tests: covered with a doctor's prescription **provided that they have an effect on the treatment of a current illness,**



**or that are necessary to obtain a different diagnosis that cannot be confirmed by any other means, according to the criteria established by the Health Care Technology Assessment Agencies.**

**g) Ecobronchoscopy (EBUS) or endobronchial ultrasound** for the detection of **oncological pathologies** of the bronchi (in lung and mediastinum) **that are not accessible by other means**, and if necessary, biopsies.

**h) Digestive endoscopic (USE) sectoral or radial** in the evaluation of **submucosal lesions, location of neuroendocrine tumours, and identification and staging of the digestive and biliopancreatic cancer**, as well as its extraluminal recurrence.

### **3.1.6.5 Therapeutic methods**

**Aerosol therapy, oxygen therapy and ventilation.**

In lung or breathing pathologies, only for hospitalisation and care given at home.

**The medication will be at the insured person's expense.**

**Analgesic and pain killing treatment.** Covers techniques employed by specialised units, **with limitations for outpatients' medication as stipulated in the General Conditions (see section 3.1.7.x of "Excluded Coverage")**.

**Narrow-band ultraviolet B phototherapy.**

In lung or at reference associated centres part of the "DKV Network of Healthcare Services" at a national level, for the treatment of **extensive psoriasis** (affecting more than 20% of the body surface area) and **Chronic inflammatory dermatosis** (trunk and limbs), **when drug treatment has not been effective. There is an annual maximum limit of 35 sessions per insured person.**

**Home therapy for severe Apnoea-Hypopnea (SAHS).**

By means of CPAP/BiPAP devices for supplying air at a continuous preset positive pressure, **up to a maximum of 10 sessions per insured person / year if the Apnoea Hypopnea Index per hour (AHI) is over 30.** Includes polysomnography of dose titration to adjust the device and obtain the appropriate level of treatment.

**Radiotherapy.**

It includes the linear accelerator, cobalt therapy, intracranial stereotactic radiosurgery, intensity modulated radiotherapy (IMRT) and the radioactive isotopes whose therapeutic and diagnostic usefulness is authorised by the EMA (European Medicines Agency) and the NICE clinical guidelines.

In addition, it covers three-dimensional real-time image-guided radiotherapy (IGRT) and helical tomotherapy (HT) in paediatric, localised prostate, lung, spine, head and neck tumours.

It includes latest generation external radiation therapy adapted to respiratory movements in order to protect the neighbouring healthy organs (RT-4 / RT-6D):

1. **Stereotactic body radiation therapy (intracranial)**
2. **Volumetric modulated arc therapy (VMAT)** in thoracic and abdominal tumours
3. **Extracranial or corporal stereotactic body radiation therapy (SBRT) and Image-guided volumetric modulated arc therapy (VMA-IGRT)** in tumours or metastases, which, due to their location, cannot be removed (solitary pulmonary nodule or localised non-small-cell lung cancer; carcinomas and liver, lung, vertebral and adrenal metastases; and inoperable primary pancreatic tumours)

**Brachytherapy.**

For the treatment of prostate, gynaecological, genital and breast cancer.

**Dialysis and haemodialysis.**

This service is offered to both outpatients and hospitalised patients, exclusively for treatment during the precise days of acute renal insufficiencies.

**Chronic disorders are expressly excluded.**

**Chiroprody.**

Chiroprody treatment.

**Transplants.**

Cornea, heart, liver, bone marrow and kidney.

All costs arising from the implant are covered as well as matching tests.

**Extraction, transport and conservation of the organ for the operation are not included, except for the cornea, which is fully covered.**

**Grafts:** includes bone and skin autografts and bone, tendon and ligament allografts obtained from bone and tissue banks.

**Blood and plasma transfusions.**

In hospitals. Therapy using platelet-rich plasma or plasma rich in growth factors (PRGF) in joint replacement surgery (arthroplasty) and in the surgical treatment of fractures that do not heal properly (pseudarthrosis).

**Physiotherapy:** will be carried out by Physiotherapy graduates in a suitable or specific centre for rehabilitation that fulfils the requirements established in the section 3.1.6.3 for rehabilitation and neurological rehabilitation centres with the written prescription of a rehabilitating doctor, traumatologist, rheumatologist, or neurologist **in order to restore recoverable functions of the locomotor apparatus, and of a neurologist when requested in the clinical indications set forth in section 3.1.6.3 ( "Neurological rehabilitation in severe acquired brain injury")**.

**Laser therapy and magnetotherapy,** as rehabilitation techniques.

**Renal and vesicular extracorporeal shock wave lithotripsy (ESWL).**

**Muscle-skeletal lithotripsy. (maximum of five sessions per insured person and calendar year)** in DKV Network of Healthcare Services associated centres of national reference for pseudoarthrosis, osteonecrosis and chronic insertion tendinitis (over 3 months) of the shoulder, elbow, knee, heel and sole of the foot, when the medical and/or rehabilitative treatment has failed.

**High therapeutic technology.**

Available in national reference centres through the DKV Network of Healthcare Services.

**a) Carto (3D) navigation or mapping system or non-fluoroscopic electroanatomical mapping atrial radiofrequency ablation for the following treatments:**

- > Circumferencial pulmonary vein isolation for **highly symptomatic paroxysmal atrial fibrillation (with three or more episodes a year)** and the insured person is under 70 years of age
- > **Recurrent symptomatic atrial fibrillation (more than one year) refractory to antiarrhythmic drugs** (2 or more antiarrhythmic drugs, including amiodarone), provided there is no Comorbidity (e.g. arterial hypertension, sdm. Sleep apnea, etc.) and the size of the left auricle is less than 5 centimetres
- > **Ventricular or atrial arrhythmias associated with congenital heart disease**
- > **Complex atrial fibrillation without structural heart disease, when at least two previous ablation treatments** guided by conventional radiographic systems **have failed**

**b) Cross-linking corneal therapy.**

To treat keratoconus in its early stages and degenerative or traumatic corneal ectasia, except as a consequence of corrective laser surgery for vision defects **(excluded from the coverage of the policy)**.

**c) Intracranial and spinal tumour surgery assisted by neuronavigators (3D).**

Computerised system of digitised images to guide the surgeon in real-time in complex or high risk neurological interventions.

**d) Intraoperative neurophysiological monitoring of the nervous system in intracranial surgery and spinal fusion surgery or three-level (or more) arthrodesis.**

Monitoring system that improves the patients' surgical safety and simplifies the work of neurosurgeons. Its coverage requires a practitioner's written prescription.

**e) Prostate biopsy with multiparametric magnetic resonance imaging (mpMR):**

to detect occult prostate carcinoma early (not detectable using current immunoassay) in cases of high clinical suspicion, with persistent elevated PSA (over six months) and previous ultrasound-guided prostate biopsies that have come back negative.

**f) Surgical removal by means of mucosectomy or endoscopic mucosal resection**

in the local treatment of superficial premalignant or malignant lesions emerging from the digestive tract (confined to the mucous layer and equal to or below 2 cm in size), to obtain large diagnostic biopsies and to locally contain a tumour.

**Speech therapy and speech pathology:**

it includes, under an otolaryngologist's prescription, voice therapy aimed at recovering voice alterations caused by organic diseases (infectious, traumatic and oncological pathology) in the vocal cords.

**Speech re-education therapy.**

Speech therapy is included **for speech** (articulation, fluidity and oral dysphagia) **and language disorders in children** (receptive and expressive), **up to a maximum of 10 sessions/insured person, and for rehabilitation of the alteration or loss in adults (aphasia) as a result of an acute cerebrovascular accident (stroke), up to a maximum of 20 sessions/insured person/year.**

**Oncology Chemotherapy.**

Cytostatic anti-tumour medication required by the patient will be provided, and if applicable the implanted port for intravenous perfusion, both for outpatients, day patients and during hospitalisation, providing that it is prescribed by the specialist physician who is in charge of the patient's care.

With reference to medication, DKV Seguros will only cover expenses for **specific cytostatic pharmaceutical products** that are sold on the domestic market and which are duly authorised by the Ministry of Health, as detailed in "Cytostatic" in section 2 of Basic

Concepts-Definitions, as well as the **intravenous BCG** (Bacillus Calmette–Guérin) **drip feeds** and **palliative medications** without antitumoral effect that are administered in a simultaneous way in the same treatment session together with cytostatic medications, to avoid their adverse or side effects and/or to control the symptoms of the illness.

### 3.1.6.6 Hospital care

Hospital care will be given in hospitals or clinics, previously prescribed in writing by a doctor of the DKV Network of Healthcare Services with the corresponding authorisation.

Includes the expenses derived from a stay in a hospital centre and the medical or surgical fees corresponding to the treatment received.

In addition, the following is specifically included:

- > Oncology treatment: radiotherapy, brachytherapy and chemotherapy
- > Therapy with platelet-rich plasma or platelet-rich growth factor: in joint replacement surgery and in the surgical treatment of non-consolidated fractures
- > OSNA technique or method: intra operative molecular diagnosis of the sentinel node for breast cancer at an early stage, without lymphatic extension

- > Renal and vesicular and musculoskeletal lithotripsy
- > Dialysis and haemodialysis
- > Surgery of Groups II to VIII of the OMC carried out exclusively in a hospital centre
- > Major outpatient surgery
- > Interventional or invasive vascular and visceral radiology
- > Family planning methods: tubal ligation and vasectomy
- > Intracranial stereotactic radio neurosurgery
- > Arthroscopic surgery
- > Turbinate surgery or turbinoplasty and adenoamigdaloplasty by Radiofrequency
- > Surgical laser in gynaecology, ophthalmology, proctology, peripheral vascular surgery and otorrinolaringology
- > Endourologic holmium laser and green laser (KTP and HPS), diode and thulium for the surgical treatment of benign prostatic hiperplasia
- > Percutaneous nucleotomy and Chemonucleolysis

- > High therapeutic technology (see details of the covered treatments in section 3.1.6.5 Therapeutic methods)
- > Surgical prostheses
- > Daily compensation for hospital care

Hospital admission includes the use of an individual room with toilet and bed for a companion (except for psychiatric hospital care, in ICU and incubator), the patient's maintenance, general nursing expenses, special care unit, complementary means of diagnosis, treatments, material, surgical expenses and delivery room, anaesthetic products and medications and implants of biological medication and/or medicalised biomaterials for therapeutic purposes specified in section 3.1.6.7 "Surgical prostheses" of the general conditions. **The therapies in section 3.1.7.r "Excluded coverage" and the biological medication and/or medicalised biomaterials not specified in section 3.1.6.7 are expressly excluded.**

In addition, according to the reason for the treatment and/or the type of hospital care, we differentiate between:

**1. Medical hospital care.** (without surgical intervention). Includes the different medical specialities for the diagnosis and/or treatment of the

medical pathologies susceptible of admission for adults over 14 years of age.

**2. Surgical hospital care.** Includes the surgical specialities for the treatment of pathologies that require it, pre-operative or pre-anaesthetic study (consultation, analysis and electrocardiogram), immediate post operative visits and treatment (up to 2 months after surgery), major outpatient surgery and, if required, the prostheses.

**3. Obstetric hospital care.** Includes treatment given by gynaecological obstetrician and/or midwife during pregnancy and birth, as well as a cot and/or incubator for the new born baby during admission, up to a maximum of 28 days.

**4. Paediatric hospital care.** For under 14 years of age. Includes care given by paediatrician both in conventional hospitalisation and in the incubator.

**5. Psychiatric hospital care.** Includes care given by a psychiatrist. Only covered in the event of acute outbreaks. The stay is limited to a maximum period of 60 days per natural year.

**6. Hospitalisation in Intensive care Unit (UCI).** Includes the care given by a specialist in intensive care.

**7. Hospital care for dialysis and artificial kidney.** Includes the care given by an internist or nephrologist for the treatment of acute renal inadequacies.

**3.1.6.7 Complementary coverage Preventive medicine.** Includes the following specific programmes, according to commonly accepted protocol:

### **1. Infant health programme.**

Includes:

- > Exercise classes and psychoprophylactic preparation for birth, with practical and theoretical classes in child care, and preventive rehabilitation of the pelvic floor after childbirth, in the corresponding authorised centres belonging to the “DKV Network of Healthcare Services”, up to a maximum of three sessions per childbirth
- > Check-up of the new born baby, including metabolic screening tests (phenylketonuria and primary congenital hypothyroidism), otoacoustic emissions (OAE) or neonatal auditory screening for the early detection of hypoacusis, visual acuity test and neonatal ultrasound

- > The child vaccination programme, which is compulsory in Spain, in associated centres, provided that it is authorised by the Autonomous Communities

- > Health control at key stages during the child’s development in the first four years

### **2. Programme for the early detection of diabetes.**

Includes:

- > Starting at the age of 45, this includes a basal plasma glucose test every 4 years
- > For people with a high risk of diabetes: If there is a family history of first-degree relatives with diabetes, metabolic syndrome or an altered basal glycaemia (ABG 110-125 mg/dl), the test is conducted every year. If an altered basal glycaemia (ABG) is confirmed, it is necessary to conduct a glycosylated haemoglobin test (HbA1c) or an oral glucose tolerance test
- > If prediabetes is diagnosed due to a basal glycaemia between than 110-125 mg/dl and the glycosylated haemoglobin is below 6.5%, a clinical follow-up shall be carried out on both

### 3. Programme for the early detection of glaucoma

Includes:

- > Starting at the age of 40, the measurement of intraocular pressure (IOP) every 3 years
- > When there is a family history of glaucoma, an annual control of intraocular pressure
- > In the event of detecting high intraocular pressure, the glaucoma will be controlled and monitored by means of an ophthalmoscopy and a visual field test, and if required an optical coherence tomography in accordance with commonly accepted protocols

### 4. Programme for early detection of gynaecological cancer in women.

Includes:

- > Periodic examinations for the early diagnosis of tumours in the breast and uterine neck
- > Annual gynaecological check-up, which includes check-up consultation, colposcopy, cytology, gynaecological ultrasound scan, and mammography according to commonly accepted protocol

- > HPV TEST (DNA-HPV) to detect a Human papillomavirus (HPV) infection in women with cervical-vaginal cytology (Bethesda Classification) and after conization, and to identify and treat cervical lesions with a high risk of developing a cervical carcinoma at an early stage

### 5. Coronary risk prevention programme

Includes:

- > **Annual basic medical or cardiac check-up**, which includes the check-up, consultation, basic analyses of blood and urine, thorax X-ray and electrocardiogram
- > **Complete medical or cardiac check-up every three years**, in national associated centres, includes clinical history, physical cardiac exploration, specific and preventive analysis of the atheromatous (cell blood count, ionogram, cholesterol, triglycerides, homocysteine, glycaemia, uraemia, uricaemia, calcemia, prothrombin rate and platelets), rest and stress electrocardiogram, and an echocardiogram



## **6. Skin cancer prevention programme.**

Includes:

- > Consultations and revision of changes in size, colour and shape of the dysplastic or atypical nevus
- > Digital epiluminescence microscopy or dermatoscopy for the early diagnosis of the melanoma:
  1. In high risk patients with atypical multiple nevus (>100) or family dysplastic nevus syndrome, personal or family (first and second degree) history of melanoma and/or carriers of genetic mutations associated with its development
  2. In dermatological check-up every three years: for the control and follow-up of congenital, pigmented lesions or cutaneous risk

## **7. Programme for the prevention of colorectal cancer in people with a past medical history.**

Includes:

- > Medical consultation and physical examination
- > Specific tests to detect hidden blood in faeces

- > Colonoscopy, if required

## **8. Programme for the prevention of prostate cancer for men over 45.**

Includes:

- > Medical consultation and physical examination
- > Blood and urine analyses to determine specific prostatic antigen
- > Transrectal ultrasound scan and/or prostatic biopsy, if required

## **9. Dental health programme.**

Starting in infancy for the prevention of caries, periodontal illness and problems of bad dental positioning or occlusion.

Includes:

- > Dental consultation and exploration of state of dental health
- > Correction of eating habits
- > Taking up appropriate dental hygiene
- > External fluorisation
- > Fissure sealers and obturations (fillings) up to the age of 14
- > Tartrectomies or dental cleans, as required

**Clinical psychology.** Includes psychotherapy sessions on an individual basis as Outpatient treatment with the prior prescription from a psychiatrist or paediatrician of the DKV Network of Healthcare Services, given by an associated psychologist and with the authorisation of DKV Seguros.

Insured persons can access this service for the following pathologies susceptible of psychological intervention, upon payment of the contribution stipulated in the “Table of groups of medical acts and contributions” of the particular and/or special conditions of the policy, up to a maximum limit of 20 sessions per person and calendar year, except for eating disorders (anorexia and bulimia), school bullying and gender or family-based violence, whose annual limit is 40 sessions.

- > Psychiatric illness: depression, schizophrenia and psychotic disorders
- > Behavioural disorders: neurosis, anxiety, personality and obsessive compulsions
- > Eating disorders: anorexia and bulimia
- > In situations of school bullying, or gender or family-based violence

- > Sleep disorders: enuresis, insomnia, somnambulism, night fears
- > Adjustment disorders: work-related and post-traumatic stress, bereavement, divorce, adolescence, post-vacation syndrome, etc
- > Learning disorders: hyperactivity and school failure

**Family planning.** Includes the following services:

- > IUD implant. The cost of the intrauterine device is at the insured person’s expense
- > Tubal ligation
- > Vasectomy

**Surgical prostheses:** the policy’s cover includes the prescription and fitting of articular (shoulder, hip, knee, ankle and foot), vascular and heart prostheses (heart valves, vascular bypass, stent, septal occluder systems, temporary and permanent pacemakers, automatic defibrillator), internal orthopaedic prostheses (internally fitted metal plates, bars and screws), intersomatic devices or spacers in spinal fusion or arthrodesis, moving cervical disc prosthesis prescribed for symptomatic disc disease (pain and functional neurological deficit) refractory to medical treatment,

and interspinous device or spacer in stenosis or of the spinal canal in the lumbar area causing radiative pain and neurogenic claudication (pain that starts when walking and stops when sitting down) of more than six months despite conservative treatment. **The following biological implants and/or biomaterials with a therapeutic purpose are also covered:**

- > Sealants, biological glues or bioglues in oncologic surgery
- > Antiadhesive or non-stick barrier gel in back surgery and in reoperations of other specialties
- > Substitutes of bone grafts: cements and regenerative demineralised bone matrix in back and joint surgery (hip, knee and foot)
- > Biological plasties. Biomatrix or resorbable mesh in substitution of the dura in intracranial surgery or spinal tumour, and the pericardium in heart surgery
- > Joint anchors: Includes highly resistant biomaterials (PPLA and PEEK) for ligament fixation in major joints (shoulder, knee, hip, elbow and ankle) in minimally invasive arthroscopic surgery of extremities

Also includes osteosynthesis material, surgical meshes for the repair of defects of the abdominal wall, tension-free suburethral bands and mesh for containing the pelvic floor and prolapse of the pelvic organs, valves for hydrocephalus, external extra-skeletal braces, neutral monofocal intraocular lens (without added visual correction) in the cataract, testicular prosthesis for orchidectomy after oncological process or an accident, skin expander, breast prosthesis and mesh covering only in reconstruction after radical surgery.

You must subscribe the “Asistencia Médica Hospitalaria” module in order to have the aforementioned surgical prostheses and implants covered. There is no maximum annual coverage limit for prosthetic material and implantology when the application is processed, with DKV Seguros’ compulsory prior authorisation, through the “DKV Network of Healthcare Services” (own facilities), except for the aforementioned vascular and heart prostheses, **which will have a limit of coverage of 12,000 euros per insured person and year.**

#### **Daily compensation for**

**hospitalisation:** DKV Seguros provides a compensation of 80 euros per day, after the third day of hospital admission, up to a maximum of

2,400 euros per insured person and year, provided that the two following requirements are met:

- > The hospital care is covered by the policy, and there is no third-party responsible for payment
- > None of the costs derived from the hospitalisation has been paid by DKV Seguros

**Healthcare assistance for HIV/AIDS (acquired immune deficiency syndrome) and for illnesses caused by the human immunodeficiency virus (HIV) are included: with an exclusion period of 12 months, it covers the expenses arising from the insured person's treatment up to a total maximum limit of 6,000 euros/insured person during the term of the policy and/or lifetime of the insured person, including the limits and exclusions established for healthcare compensation in the different applicable sections of the general terms and conditions (sections 2 and 3).**

You must subscribe the “Asistencia Médica Especializada” or the “Asistencia Médica Hospitalaria” module of health insurance in order to have healthcare covered for HIV/AIDS infection.

### **3.1.6.8 Exclusive coverage**

Contracting the "DKV Profesional" insurance with complete medical care and the three modules Primary Care, Specialised Care and Hospital Care provides the insured person access to the following additional guarantees:

#### **1. Refund of health care expenses abroad for severe illnesses.**

The insured person may access, accrediting by means of medical report as having been previously diagnosed in Spain during the validity of the insurance policy of any of the severe illnesses described below which are included in this guarantee, the medical and/or surgical treatment of the same abroad through the modality of refund of expenses, with the coverage and limits stipulated:

**1.1 Heart attack:** illness that consists of the permanent occlusion of a portion of the main trunk or an important branch of those coronary arteries, and of its post-heart attack complications (cardiac arrhythmia, cardiac inadequacy, heart blockages and residual angina).

**1.2 Cancer:** illness that manifests itself with the presence of a malign tumour characterised by its uncontrolled growth and proliferation of malign cells, the invasion of tissues including the direct extension or metastasis, or high numbers of malign cells in the

lymphatic or circulatory systems as in Hodgkin's lymphoma or leukemia. In skin cancer, only the invasive melanoma is covered, other skin cancers are excluded.

In all the cases the cancer diagnosis will depend on a histopathological result of malignancy

### **1.3 Cerebrovascular illness:**

cerebrovascular illness or accident that produces neurological consequences of a permanent nature as a consequence of a stroke of cerebral tissue, haemorrhages and blood clot in-situ or extra cranial.

**1.4 Transplant of organs:** being the receiver of a cornea, heart, liver, bone marrow and kidney transplant (the medical coverage of the donor is excluded).

**1.5 Paralysis / Paraplegia:** total and permanent functional loss of the use of two or more limbs as a consequence of a spinal cord section or neurological illnesses.

The maximum coverage of DKV Seguros for the previously stipulated illnesses is **80% of the amount of the invoices paid by the insured person for his treatment, up to a total limit of EUR 16,000 per insured person and year, provided these invoices have**

**been raised abroad** and correspond to expenses derived from the provision of health care services included in the insurance policy (See section 2 Basic Definitions, section 3.1.1 "Object of the insurance policy" and section 3.1.6 "Description of the coverage" of the General Conditions), with the grace periods for certain services, limitations and excluded coverage specified in the General Conditions of the policy (See section 3.1.7 "Excluded coverage" and section 3.1.8 "Grace Periods).

For the effects of this coverage, the claim is understood to have been made when the insured person requests the refund of the medical expenses that were produced abroad by a severe illness previously diagnosed in Spain during the validity of the insurance and covered by this guarantee and he presents the medical reports with the definitive medical diagnosis that confirms he is suffering from the same.

In a maximum term of fifteen days, the policyholder or insured person must request the refund of the medical expenses covered by the present guarantee and submit the invoices paid by him to DKV Seguros, with a breakdown of the medical acts carried out, the prescription and the medical reports that specify the origin and nature of the illnesses.

For the purpose of presenting this documentation, DKV Seguros will provide him the Refund Form with the minimum administrative processes that the invoices should fulfil to be refunded, which are described on the back of this document.

The insured person and his relatives should facilitate the reports and invoices that DKV Seguros considers necessary. The non-fulfilment of this duty may result in the refund being rejected.

The refund of expenses will be made in the following way:

- > Once the refund form has been submitted together with the reports and original invoices proving the services received, DKV Seguros will refund the expenses, according to the percentage and the coverage limits indicated previously
- > The payment will be made to the designated current account. The payment carried out by this means is fully valid, effective and final for DKV Seguros
- > The invoicing of expenses generated and paid in foreign currencies by the insured person will be paid in Spain in Euros at the exchange rate on the day of the payment. If this is not available, it will be carried out with the exchange rate corresponding to

the issue date of the invoice or, else, to that of the provision of the service

- > The cost of translation of the reports, invoices or receipts of medical fees will be met by DKV Seguros exclusively if they are written in English, German, French or Portuguese

If they appear in another language, they will be paid by the insured person.

Once the refund of expenses has been made, DKV Seguros is entitled to exercise the subrogation right, with the limits specified in these General Conditions (See section 3.1.5 “Subrogation clause”).

## **2. Refund of expenses for family care and/or dependency care, in the event of being awarded dependency level 3 due to an accident.**

DKV Seguros guarantees the reimbursement of 100% of the amount of the invoices paid for family care services and/or dependency care, **up to a maximum limit of 12,000 euros while the policy is effective and or the life of the insured person, with a sublimit of 2,000 euros for advice on and processing dependency subsidies**, when the insured person and/or person acting on his behalf (legal guardian) proves the recognition awarded by the Spanish System for Personal Autonomy and Care of Dependent Adults

(Sistema para la Autonomía y Atención a la Dependencia, SAAD) of a state or situation of **Dependency Level 3 after an accident covered by the insurance policy, starting from the effective date of this coverage.**

The reimbursement is guaranteed provided it corresponds to expenses for social-health care services included in this coverage, **and is subject to the limitations and exclusions specified in the general conditions of the policy (see sections 3.1.7.a, 3.1.7.c, 3.1.7.d and 3.1.7.e of “Excluded Coverage”).**

For the purpose of this coverage, Dependency Level 3 due to an accident is defined as an irreversible state in which the dependent person will neither be fully independent again nor be able to pass to a grade of lower dependence.

**This guarantee covers the following social-health care services and family care or dependency care services carried out by professional assistants:**

**2.1 Home care services:** Those that provide, by means of suitably qualified personnel, a series of useful care services for people that have suffered a decrease of their faculties and personal mobility, experiencing difficulties with getting up, personal hygiene, getting dressed and preparing daily meals, and who require a permanent assistant.

a) Personal Care:

- > Personal hygiene
- > Mobility in the home
- > Change of posture and personal hygiene for the bedridden
- > Companionship at home

b) Care of the home:

- > Cleaning of the home
- > Domestic shopping
- > Kitchen service

**2.2 Residential care service:** Services provided in residences and day or night centres staffed by teams of highly qualified people that guarantee complete care, such as doctors, male nurses, physiotherapists, psychologists or occupational therapists, among others. This service includes temporary and permanent stays and day centres.

- > Residences
- > Specialised care day centres
- > Night centres

**2.3 Fixed and portable teleassistance Service:** Portable or permanent communication devices permanently connected to a central switchboard in case of an emergency.

It offers a personal, made-to-measure service, staffed by social workers, psychologists and doctors 24 hours a day, 365 days a year, inside and outside of the home, providing access through a specific terminal.

**The only condition established is that the beneficiary must have sufficient cognitive functions to be able to use the corresponding technology.**

**2.4 Home adaptation service:** Consists of a set of items intended to adapt the home to their needs. These products allow for improved access and mobility throughout the home.

**2.5 Management and consultancy service for dependency subsidies.**

This includes a management and consultancy service for dependency subsidies, with a maximum sublimit of 2,000 euros during the term of the policy and/or the lifetime of the insured person.

The insured person and/or person acting on his behalf (legal guardian) may request the refund from DKV Seguros of the total expenses generated by the services of family care and/or care for dependence described in this section, up to a maximum limit of 12,000 euros per insured person, with a sublimit of 2,000 euros for management and consultancy services for dependency subsidies. **To do so it is**

**essential to present the resolution awarding the insured person the situation of Dependency Level 3 (level 1 or 2) from the competent administrative body of the Spanish System for Personal Autonomy and Care of Dependent Adults in their autonomous region, specifying the causes and circumstances of the dependence situation.**

**The coverage of dependence is cancelled in an automatic and definite way when the insured person receives the maximum guaranteed capital of 12,000 euros for this concept, or the sublimit of 2,000 euros for management and consultancy services for dependency subsidies, during the validity of the insurance policy, through the modality of refund of expenses.**

**Access to the coverage**

**a) Requirements to be beneficiary of the dependency coverage:**

- > To be entitled to the dependency benefit in Spain and to fulfil the legal requirements to access the same
- > To be included in the health policy as an insured person at the moment of the occurrence of the accident, of application for the refund of expenses for Dependency Level 3, and for the payment of the benefit



- > That the accident that took place is not a consequence of activities or circumstances excluded from the general coverage of the health insurance policy (section 3.1.7.a, 3.1.7.c, 3.1.7.d and 3.1.7.e of “Excluded Coverage” of the General Conditions) or specifically excluded from the dependency coverage (section 3.1.6.8 of Excluded coverage)
- > To be in a situation of Dependency Level 3, according to the levels established in the Dependency Act 39/2006 of December 14, and the Dependency rating (Royal Order 504/2007, of April 20) currently valid in Spain
- > To contribute the resolution, dated and signed, with the qualification or recognition of the situation of Dependency Level 3 granted by the administrative competent organ of the System for Personal Autonomy and Care of Dependent Adults of the Autonomous Community. Including the one in which the causes and the circumstances of the situation of dependency are specified

**b) Documentation required for the recognition of the benefit**

To be beneficiary of the dependency refund, the insured person must present the entire dependency recognition procedure while providing the following documents (original or validated copies):

1. Personal, family and professional information of the insured person who is the recipient of the benefit.
2. Qualification granted by the competent administrative body of the System for Personal Autonomy and Care of Dependent Adults. Specifying the causes and the circumstances of the situation of dependency.
3. Medical reports with the conditions of the dependent’s health, and the social report carried out by the social worker.
4. All the additional documents required to be able to grant the right to perceive the benefit.
5. Resolution issued and the date, with the qualification or recognition of the situation of Dependency Level 3, from when the entitlement to the refund of the social health care is valid. The non-fulfilment of the previous requirements may lead to the refund being refused.

**c) The refund of expenses will be made in the following way:**

- > Once the refund form has been presented, with the reports and original invoices demonstrating the services received, DKV Seguros will reimburse the expenses paid, according to the percentage and coverage limits previously indicated

- > The payment will be made to the current account designated for such. The payment made by this means is fully valid, effective and final for DKV Seguros
- > The invoicing of expenses generated and paid in foreign currencies by the insured person will be paid in Spain in euros according to the exchange rate on the day of the payment. If this is not given, it will be made according to the exchange rate corresponding to the date of issue of the invoice or, else, on that of the receipt of the service
- > The cost of translation of the reports, invoices or medical fees will be met by DKV Seguros exclusively if they are written in English, German, French or Portuguese

If they appear in another language, they will be paid by the insured person.

### **Excluded coverage**

Excluded from the coverage for dependency:

**1. The refund of the expenses for services of family care and/ or dependency care not detailed in Section 3.1.6.8 of the General Conditions.**

**2. The refund of the expenses for services of family care and/ or dependency care detailed in Section**

### **3.1.6.8 of the General Conditions, when the situation of Dependency Level 3:**

**a)** is produced by an accident caused by activities or in circumstances expressly excluded from the general coverage of the health insurance policy (section 3.1.7.c, 3.1.7.d and 3.1.7.e of the general conditions).

**b)** is a consequence and/or after effect, or complication of injuries that occurred in an accident that took place prior (preexisting) to the date of each insured person's inclusion in the policy.

**c)** is due to an accident that took place in a situation of mental derangement, under the influence of alcohol or drugs of any type or psychoactive substances in general, even if these have not been the cause of the accident.

**d)** is a consequence of accidents whose origin were in acts of recklessness or gross imprudence, attempted suicide, and those arising from the participation in bets, competitions, challenges, fights or aggressive actions.

**e)** is produced by accidents produced by practicing the following sports: automobile or motorcycle races and in any of their modalities, hunting, scuba diving, sailing crafts not dedicated to the public transportation of passengers, horse riding, climbing, mountaineering, potholing, boxing,

wrestling in any of its modalities, martial arts, parachuting, ballooning, freefalling, gliding, and in general any sport or recreational activity of a seriously dangerous nature.

**f)** is due to accidents that occurred while travelling, either as a passenger or manning of aircraft with a capacity of fewer than ten passenger seats.

**3. The refund of the expenses for services of family care and/or care for dependence, with the right to the benefit having been extinguished,** on the insured person having previously received the maximum capital guaranteed by this concept during the validity of the policy or of a previously contracted complete health care insurance policy in the individual modality.

**3. Reimbursement of expenses for the annual maintenance of the umbilical cord in a haematopoietic stem cell bank, during the first six years after birth,** provided that the franchised service for extracting and cryopreserving the cord was **contracted through the supplier associated with the DKV Health and Well-being Club, the pregnancy is covered by the insurance and the insured person whose cells are preserved is included in the policy.**

DKV offers, as a franchised service, through the DKV Health and Well-being Club **the extraction and**

**cryopreservation of the umbilical cord.** Specifically, DKV Seguros assumes 300 euros of the extraction, while the insured person **pays** 690 euros, if they opt for the FIRST type, or 990 euros for the ADVANCE type. In addition, **during the first six years, the maintenance expenses for the umbilical cord are covered with a maximum reimbursement of 90 euros/year, provided that the pregnancy is covered by the insurance and the insured person is included in the policy since birth.**

In this last case (reimbursement of the expenses for the maintenance of the umbilical cord in a stem cell bank), **those who are insured with individual policies and have taken out DKV Profesional in the Specialists module with Hospitalisation** can also access the coverage.

On each annual renewal of the insurance contract, DKV Seguros may change the entity that provides the service for the DKV Health and Well-being Club, the cost of the extraction, the conditions to access the service, the rates paid by the insured person and the maximum maintenance expenses reimbursed.

#### 3.1.6.9 Travel assistance

For temporary trips abroad, the insurance policy has a world-wide Travel Assistance coverage for a maximum of 180 days per trip that is detailed in Annex I of these general

conditions. This service is only available by telephoning +34 91 379 04 34.

### 3.1.7 Excluded coverage

The following is excluded from the general coverage:

a) The coverage of all kinds of preexistent illnesses, injuries, ailments, states or medical conditions (for example pregnancy) and their consequences, as well as the congenital, constitutional or physical defects, and those that are a result of accidents or illnesses and their consequences have been suffered previously to the date of inclusion of each insured person in the policy.

b) All the diagnostic and therapeutic procedures whose safety and cost effectiveness are not scientifically proven and/or have not been ratified by Health Care Technology Assessment Agencies, or which have been rendered obsolete.

c) Physical damage that is a consequence of wars, mutinies, revolutions and terrorism; that is caused by officially declared epidemics; that is directly or indirectly related to radiation or nuclear reaction; and that results from cataclysms (earthquakes, floods and other seismic or meteorological phenomena).

d) Illnesses or injuries arising from the professional practice of any sport, from participating in bets and competitions and from engaging, as an amateur or professional, in high-risk activities such as bullfighting and the running of the bulls, from engaging in dangerous sports such as diving, bobsledding, boxing, martial arts, rock climbing, motor vehicle racing, rugby, quads, caving, paragliding, unauthorised air activities for the public transport of travellers, sailing or whitewater activities and in any other risk conditions, bungee jumping, canyoning, including training activities and other manifestly dangerous practice.

e) Healthcare for the treatment of chronic alcoholism and/or drug addiction of any type, as well as their complications and consequences, and healthcare to those injured due to drunkenness, quarrels, a suicide attempt or self-injuries, as well as due to illnesses or accidents resulting from the pain, negligence or imprudence of the insured person.

f) Plastic surgery and any other treatment, infiltration or activities that has an aesthetic and/or cosmetic purpose, unless there was a functional defect of the affected body part (purely psychological reasons are not valid). Sex change surgery. Treatment of varicose veins

for aesthetic purposes, outpatient or inpatient slimming cures and skin-care treatments in general, including hair treatments. The surgical correction of the near-sightedness, astigmatism, far-sightedness and presbicia, as well as orthokeratology and cosmetic dentistry, are also excluded. The consequences and complications arising from all the exclusions included in this section are also excluded.

g) Alternative and complementary therapies, naturopathy, homeopathy, acupuncture, chiropractic massage, lymphatic drainage, mesotherapy, gymnastics, osteopathy, hydrotherapy, alternative deliveries (at home, aquatic delivery, etc.), three-phase oxygen therapy, presotherapy, ozonotherapy, the modalities of phototherapy and its indications not detailed in section 3.1.6.5, and other similar services, as well as orthoptics and medical specialities not officially recognised.

Also exempt are medical – surgical treatments with radiofrequency techniques except for adenoamigdaloplasty and turbinate surgery or turbinoplasty.

h) The stays, visits to and treatments in non-hospital centres, such as hotels, spas and spa centres, asylums, residences, rest homes, diagnosis

centres and similar (even if they may be prescribed by doctors), as well as admission to centres dedicated to activities related to leisure, rest and dietary treatments.

Hospital care for psychiatric reasons, except in the case of severe attacks. Social or family reasons are also excluded, as well as that which can be substituted by home treatment or outpatient treatment.

Health care provided in non-associated private centres; public hospitals, public centres and other establishments that are part of the Spanish National Health System; and/or those dependent on the Autonomous Communities are also excluded, except for the stipulated cases (see section 3.4 Care via means other than the DKV Seguros Health Care Network).

DKV Seguros reserves the right at all times to claim from the insured person the costs paid to the public health care system for the medical, surgical and hospital care provided.

i) High medical, diagnostic and/or therapeutic technology, lithotripsy, except for that stipulated in 3.1.6.4 “Diagnostic Aids” and 3.1.6.5 “Therapeutic Methods” of these general conditions.

j) Treatment for roncopathy or obstructive sleep apnea (except for ten sessions with CPAP or BiPAP), as well as radiotherapy treatments and/or modalities and their medical indications that are not expressly specified in section 3.1.6.5 “Therapeutic methods”, section “Radiotherapy”, of these general conditions. Furthermore, proton therapy, neutron therapy, radiosurgery with Cyberknife, and radiopharmaceuticals with radioactive isotopes not authorised by the EMA (European Medicines Agency) and/or not endorsed by the NICE clinical guidelines are excluded.

k) Preventive medicine and general check-ups, all types of vaccines and the supply of extracts in allergic processes other than those detailed in the specific prevention programmes included in section 3.1.6.7 “Complementary Coverage” of the general conditions are also excluded.

l) The voluntary interruption of a pregnancy and selective instrumental embryonic reduction under any circumstances, prior reconstructive contraceptive surgery techniques, as well as sterility treatment, seminal washing techniques and any type of assisted reproduction.

m) All kinds of prostheses, implants, health devices, anatomical and orthopaedic pieces, except for those detailed in section 3.1.6 “Description of the coverage” of the general conditions.

Also excluded are artificial heart implants, column implants, biomaterials and/or biological, synthetic and orthopaedic materials not expressly included in section 3.1.6.7, as well as the use of those included for other purposes than those indicated.

n) Special dentistry: endodontics, periodontics, orthodontics, fissure sealants and obturations or fillings in people over 14 years old, reconstructions, dental prostheses, apicectomies, implantology and the diagnostic methods necessary to carry out these treatments.

o) Travel required to attend medical consultations, diagnostic tests and any type of outpatient treatment. Analyses or explorations that are required to issue certifications or reports and the release of any kind of document has no clear healthcare-related function.

p) With respect to psychiatry and clinical psychology, the following are excluded: consultations, diagnoses techniques and therapies that do not follow neurobiological or

pharmacological treatment criteria, such as psychoanalysis, hypnosis, ambulatory narcolepsy, sofrologia, rest or dream cures and anything derived from similar services.

Group or couple psychotherapy, psychological and psychometric tests, psychosocial or neuropsychological rehabilitation, educational therapy or cognitive/behavioural therapy for oral and written communication disorders, and developmental of diverse origin, except for what is expressly included in section 3.1.6.7 "Description of Clinical psychology coverage" are also excluded.

q) Speech therapy and speech pathology for the recovery from speech, phonation and language disorders caused by congenital anatomical or neurological and psychomotor alterations of diverse origin, except for the indications specified in section 3.1.6.5 "Therapeutic methods" ("Speech re-education therapy" section).

r) Regenerative and biological medicine, immunotherapy or biological therapy, gene or genetic therapy and those with direct antiviral action, as well as all of their applications.

Also excluded are all types of experimental treatments, those of compassionate use, with orphan

drugs, and those that are for clinical trials in all their phases or degrees.

s) Hyperbaric chambers, dialysis and haemodialysis: the treatment of chronic disorders will be excluded.

t) Healthcare for viral hemorrhagic fevers, as well as its complications and consequences. Healthcare expenses derived from HIV/AIDS and illnesses caused by the virus, when they exceed the maximum quantity guaranteed in section 3.1.6.7 "Complementary coverage" of the general conditions.

u) Robotic surgery, image-guided, computer-aided or virtual-navigator-assisted (except for neuronavigators, prostate biopsy with multi-parametric magnetic resonance imaging and the Carto system in the indications included in section 3.1.6.5), and treatments that use laser, which are covered only in the specialities and indications specified in section 3.1.6 "Description of the coverage".

v) The expenses for use of a telephone, television, companion's meals and travelling expenses, except for the ambulance, according to the terms stipulated in the "Primary Care" and "Emergencies" sections of the general conditions, as well as other unnecessary services for hospital treatment.

w) The transplants or auto transplants of organs, grafts, or autografts, except for those described in the Therapeutic methods section of the general conditions. Also, for transplants, the extraction, transport and conservation expenses of the organ will be excluded, except for a cornea transplant.

x) Pharmaceutical products, medications and additional curing aids of any kind, except for those that are administered to the insured person during his admission to hospital (minimum 24 hours). In any event, biological medications or biomaterials not specified in section 3.1.6.7 “Surgical prostheses” and the therapies in section 3.1.7. r of “Excluded Coverage” are also expressly excluded, although they may be given during a stay in hospital.

Oncological chemotherapy only covers expenses for specific cytostatic pharmaceutical products that are detailed in “Cytostatic” in section 2 of “Basic Concepts-Definitions”. Expressly excluded from this concept are anti-tumour immunotherapy, monoclonal antibodies, genetic therapy, endocrinal and hormonal therapy, enzymatic and/or molecular inhibitors, anti-angiogenic pharmaceuticals and sensitizers used in photodynamic and radiation therapy.

y) Maintenance rehabilitation for irreversible neurological injuries of diverse origin and in chronic injuries of the locomotor apparatus is excluded.

Also excluded are early stimulation, occupational therapy, rehabilitation for brain damage acquired while hospitalised or any type of rehabilitation at home, or as a reason for admission, and that which is carried out at non-authorized centres, and/or centres that are not registered in the Healthcare Centres and Services registers of the respective autonomous region.

z) Genetic advice, paternity or family relationship tests, the obtaining of genetic maps of risk with a preventive or predictive purpose, the massive sequence of genes or molecular karyotype, compared genomic hybridization techniques, and microarrays platforms with automated interpretation of results, as well as any other genetic technique and/or of molecular biology that is requested for a diagnostic purpose, or if this can be obtained by other means, or does not have a therapeutic aim.

### 3.1.8 Grace Periods

All services, which by virtue of the Policy DKV assumes, will be available for use from the effective date of the Contract.



Nevertheless, the following services are not covered by the previous general principle:

1. Surgery and hospital care, including surgical prostheses, for any reason and of any kind, will have a grace period of six months, except in the cases of a life threatening emergency or as the result of an accident.
2. Treatment for any kind of childbirth (except premature childbirth) or Caesarean operation with a grace period of eight months.
3. Transplants will have a grace period of twelve months.
4. **The healthcare for HIV/AIDS infection has an exclusion period of twelve months (see definition of “exclusion period” in section 2 Basic concepts. Definitions).**

### **3.1.9 Services according to the module(s) taken out**

The health care detailed in Section 3.1.6 of these general conditions is structured in three modules of coverage according to the corresponding care application. All the options include emergency care in the corresponding care modality.

The health insurance of “DKV Profesional” can be taken out, depending on how you combine these

care modules, in up to seven different combinations.

All the options include emergency health care, travel assistance, access to additional services and the healthy living plan “Vive la Salud.”

For certain coverage, it is necessary to combine the contracting of two or more modules to access the service.

#### **3.1.9.1 Primary health care**

It covers queries on general medicine, paediatrics and child care, as well as nursing at the doctor’s office and at home; emergencies without hospitalisation in these specialities; basic blood and urine clinical analyses (**excluding hormone, immunological, genetic and molecular biology testing**); conventional radiology (without contrast materials); basic yearly cardiac check-up; ambulance service, if urgent; and travel assistance in trips abroad, up to a maximum of 180 days per trip or travel.

**Exclusions: specialised medical care, medical treatments, complementary diagnosis means (except for those expressly included), hospital care or surgical assistance, medication and reimbursement of medical care expenses abroad for severe illnesses and/or family support services for Dependency Level 3 dependency due to accident and conservation of umbilical cord.**

### 3.1.9.2 Specialised medical care without hospital care

Specialised medical and surgical specialities (includes paediatrics, except at home, if the primary care module is not taken out), medical treatments and diagnostic methods, exclusively when carried out during consultation and they do not entail surgery or hospitalisation expenses, detailed in sections 3.1.6.3, 3.1.6.4 and 3.1.6.5 of the general conditions.

Similarly, emergency care without admission is included for these specialities and travel assistance.

This modality includes:

- > High diagnostic technology
- > The specific preventive programmes, detailed in section 4.7 (including prenatal care)
- > Clinical psychology
- > IUD implant
- > Logopaedics and Phoniatics
- > Speech re-education therapy
- > Narrow-band ultraviolet B phototherapy (UVB-BE)

- > The different types of rehabilitation established in section 3.1.6.3 (trauma, neurological, cardiac and pelvic floor rehabilitation)
- > Minor surgery of Groups 0 and I of the Spanish Medical College Organisation (OMC), which is exclusively carried out in a consultation
- > Sleep unit or polysomnography, and therapy for sleep apnea-hypopnea syndrome
- > Pain Relief Unit, for the treatment of chronic pain (excluded medications, which are borne by the insured person)

**Exclusions: primary care at home, therapeutic methods covered expressly by other modalities of the DKV Professional insurance policy, hospital care or surgical assistance, pre-operative and/or post-operative treatment, medication and reimbursement of medical care expenses abroad for severe illnesses, family support services for Dependency Level 3 due to accident and conservation of umbilical cord.**

### 3.1.9.3 Hospital care

This includes the services described in Section 3.1.6.6 for all the specialities of hospitalisation care and surgery, with pre-operative or preanaesthetic consultation, analysis

and electrocardiogram, visits and immediate post-operative care (up to two months after the surgery), medication during hospitalisation and major outpatient surgery and, if required, prostheses.

It also includes, emergency care, if necessary, with hospital care, travel assistance and the payment of a daily compensation for hospitalisation, provided this is included in the coverage of the policy and none of the expenses arising from the admission have been charged to DKV Seguros.

In addition, the following is specifically included in this modality:

- > Oncology treatment: radiotherapy, brachytherapy and chemotherapy
- > OSNA technique or method: intra operative molecular diagnosis of the sentinel node for breast cancer at an early stage, without lymphatic extension
- > Renal and vesicular and musculoskeletal lithotripsy
- > Dialysis and haemodialysis
- > Surgery of Groups II to VIII of the OMC carried out exclusively in a hospital centre
- > Major outpatient surgery
- > Interventional or invasive vascular and visceral radiology
- > Family planning methods: tubal ligation and vasectomy
- > Intracranial radio neurosurgical stereotactic
- > Arthroscopic surgery
- > Turbinate surgery or turbinoplasty and adenoamigdaloplasty by radiofrequency
- > Surgical laser in gynaecology, ophthalmology, proctology, peripheral vascular surgery and otorrinolaringology
- > Endourologic Holmium laser and Green laser (KTP and HPS), Diode and Thulium for the surgical treatment of benign prostatic hiperplasia
- > Percutaneous nucleotomy and Chemonucleosis
- > High therapeutic technology (see details of the covered treatments in section 3.1.6.5 Therapeutic methods)
- > Surgical prostheses
- > Daily compensation for hospital care

**Exclusions: primary care, specialised, out-of-hospital medical care, medical treatments (except for those expressly included in this module), complementary diagnosis means and reimbursement of medical care expenses abroad for severe illnesses and/or family support services for Dependency Level 3 due to accident and conservation of umbilical cord.**

#### **3.1.9.4 Outpatient care**

This includes, in the same policy, the coverage and services of the two modules of non-hospital care, emergency care for these specialities without admission and travel assistance.

#### **3.1.9.5 Specialised medical care with hospital care**

This includes specialist medical and surgical care for outpatient or hospital care; emergency care for these specialities with admission, if required; complementary diagnostic aids; medical treatment; and travel assistance.

Reimbursement of expenses for the annual maintenance of the umbilical cord in a stem cell bank for the first six years and franchised service for extracting and cryopreserving the cord.

#### **3.1.9.6 Primary medical care with hospital care**

It combines primary medical care, at

the doctor's office and at home, with specialised medical or surgical care, including hospitalisation admission. It also includes emergencies in these specialities -including hospitalisation if necessary- and travel assistance.

#### **3.1.9.7 Complete medical care**

It comprises the insurance's three healthcare assistance modules and covers all the medical and surgical specialities, as well as any complementary diagnosis and therapeutic methods described in the insurance, including hospitalisation, emergencies in its various healthcare modalities, ambulance service and travel assistance.

In the individual modality of the insurance policy the subscription of the three modules (primary, specialised and hospital care) is required to access the policy's exclusive coverage (see section 3.1.6.8 " Exclusive coverage "), except for the extraction and conservation of the umbilical cord, which will only require two modules (Specialists and Hospitalisation).

#### **3.1.10 Special health risks when contracting the health insurance policy**

The policyholder must agree with DKV Seguros the coverage of excluded risks in these General Conditions or those that are expressly not included.

These are called special health risks and their inclusion in the coverage must be expressly set out in the Particular Conditions with the payment of an additional premium.

## **3.2 Compensation Insurance for Temporary Disability or Hospitalisation**

### **3.2.1 Object of the insurance policy**

This insurance guarantees the payment of a daily provision in accordance with the risk covered by the policy. The contracted coverage is applicable to accidents occurring around the world, provided that the insured person's habitual residence is effectively in Spain.

Cover for daily temporary disability is only applicable when the insured person is in Spanish territory.

Cover for scaled temporary disability requires the confirmation of a doctor who practises in Spain.

Cover for hospitalisation is limited to the territory of the European Union, the United States of America and Canada.

### **3.2.2 Temporary disability**

If the temporary disability coverage is contracted, it must be reflected in the particular conditions, specifying which of the coverage's six guarantees have been contracted.

### **Guarantee I. Daily temporary disability. First period**

During a period of thirty days, DKV Seguros guarantees the insured person the payment of a daily compensation determined in the particular conditions of the policy, when he is in a situation of temporary disability.

He will be entitled to this compensation from the day following the conclusion of the excess period. If no excess is contracted, he is entitled to this from the first day off work.

For every newborn child, with a minimum gestation period of six months, whose mother is insured in all of the guarantees I, II and III for over eight months, DKV Seguros will pay in addition, as a single provision in the first period, the equivalent to twenty times the daily amount guaranteed for cases of temporary disability.

The same conditions and level of benefit apply to insured mothers in the case of adoption, provided the adoption process had begun after the first eight months of the validity of the policy.

### **Guarantee II. Daily temporary disability. Second period**

For this guarantee, in the event of the situation of temporary disability being prolonged, DKV Seguros will pay the insured person, from the 31st day until the 90th day, the corresponding

daily compensation determined in the particular conditions of the policy, while he is fully temporarily disabled.

**Guarantee III. Daily temporary disability. Third period**

For this guarantee, in the event of the situation of temporary disability being prolonged, DKV Seguros will pay the insured person, from the 91st day until the 365th day, the corresponding daily compensation determined in the particular conditions of the policy, while he is fully temporarily disabled.

**Guarantee IV. Daily temporary disability. Fourth period**

For this guarantee, in the event of the situation of temporary disability being prolonged, DKV Seguros will pay the insured person, from the 366th day until the 547th day, the corresponding daily compensation determined in the particular conditions of the policy, while he is fully temporarily disabled.

**Guarantee V. Daily temporary disability. Fifth period**

For this guarantee, in the event of the situation of temporary disability being prolonged, DKV Seguros will pay the insured person, from the 548th day until the 730th day, the corresponding daily compensation determined in the particular conditions of the policy, while he is fully temporarily disabled.

**Insurable persons for the guarantees of temporary daily disability**

This policy may be contracted by persons whose age is between 16 and 64 and who are employed or carry out a remunerated professional activity and who are not legally or effectively unemployed or in a similar situation.

**Application regulations of Temporary Daily Disability.**

Delimitation of the coverage

- a) The insured person will have the right to compensation for each day in which he is in a situation of total temporary disability.

In addition, the insured person must require and receive appropriate medical care for the condition affecting him.

- b) The day the insured person is discharged is considered a working day to all effects and therefore compensation will not be paid.

- c) If the period of temporary disability is prolonged due to the existent waiting period in the medical services attending the insured person for carrying out a special diagnostic test, DKV Seguros may propose, or the insured person himself may request, authorisation so that this test is carried out in a centre designated by DKV Seguros.

To such an effect the following have the consideration of special diagnostic tests:

- > Ultrasound in muscular or articular traumatology
- > Electromyogram
- > Simple radiology
- > Scanner / CAT
- > Nuclear magnetic resonance

The cost of this test will be assumed by DKV when the test prescribed by the doctor attending the insured person has a waiting time of more than thirty days at the moment of authorisation.

When the insured person refuses to have the test carried out according to that specified in point c), the benefit will cease thirty days after the proposal was made by DKV Seguros.

The period of time off work can only be renewed when the medical reports carried out after the diagnostic test justify being unable to work.

**d)** As a consequence, the right to the daily compensation will cease:

- > The moment that the insured person is able to resume, or in fact has resumed, his professional activity even in a partial way,

in spite of not having been fully cured (the disability will no longer be considered total)

- > When the insured person becomes permanently disabled to carry out his profession or applies for recognition of such a state, or receives a pension or compensation for such a cause, or his state of health is irreversible and determined in an objective way based on medical criteria and regardless of any administrative resolutions (the disability will no longer be temporary)
- > When the circumstances in point c) occur
- > When the insured person retires or is unemployed or in a similar situation (he will no longer need to be insured)
- > When, during time off sick the insured person is absent from his declared home for a period exceeding 72 hours, without having previously informed DKV Seguros and without their consent having been given (DKV Seguros will not be able to verify the claim)
- e)** In the event that the insured person suffers new periods of temporary disability for the same cause or for medical causes directly related to the previous one, the new

periods of temporary disability are considered to all effects as a continuation of the initial, provided that the policy is still effective.

With regard to compensation, the sum of every period must not exceed the maximum limits stipulated in the particular conditions. In no case will the periods corresponding with the same illness or related illnesses exceed, throughout the duration of the policy, the cover limits established in the particular conditions.

- f) If the insured person suffers several ailments at the same time or if a new one arises in addition to the one initially declared, the provisions will not be cumulative. A new term will begin on the date on which the beginning of the most recent ailment takes place. He will not be entitled to compensation for this, until the moment he is discharged from the first ailment.
- g) In the case of claims covered by policies that have contracted both guarantees of daily temporary disability and scaled temporary disability, the compensation for each will not be cumulative during the days of temporary disability in which the terms covered by both coincide. The guarantee of daily temporary disability will

only begin to pay compensation after the day on which the period covered by the guarantee of scaled temporary disability expires.

### **Regulations for the procedure of a claim. Procedure for the resolution of discrepancies**

- a) For the purposes of confirming the provision for daily temporary disability, the policyholder must provide DKV Seguros with the claim declaration document, with all of its sections filled in, and the medical leave report signed by the doctor assisting the patient. It must state:
- > Identification of the doctor
  - > Identity, residence, age and profession or business activity of the insured person
  - > Current ailment causing temporary disability
  - > Causes, background and probable start date of the illness or date of the accident
  - > Start date of the disability and the expected duration thereof

DKV Seguros may request the presentation of a copy of the official medical leave report issued by the competent public body, although it will not be binding for the company.



Furthermore, when the medical release to work takes place, the document that proves this must be provided to DKV Seguros.

- b)** The corresponding provision can begin on the day of the medical leave, provided that DKV Seguros is informed of this by way of the above-mentioned method, within seven days following the date of the event. If DKV Seguros receives this declaration after the aforementioned seven days, the provision will be paid from the date of receipt.
- c)** For the purpose of receiving the provision for each newborn child or adoption, you must submit the pertinent certification, in the form of the hospital discharge report, the registration certificate in the Civil Registry or the Family Book.
- d)** Prior to paying this provision, the motive for the work leave should be proved, and DKV Seguros may carry out any visits that it deems necessary to check the state and ailment of the insured person, who would have to provide any medical report related to the cause of the medical leave to the medical services of DKV Seguros. In the event of the

insured person's reluctance or opposition, DKV Seguros will be released of its requirement to pay the service provision.

- e)** If, by any means, DKV Seguros verifies that the insured person has extended the duration of his or her temporary disability in a deceptive manner, or has unjustifiably denied the possibility of working, whether fully or partially, or if it is proved that the insured person were suffering a different ailment to that which caused the claim, DKV Seguros can deem the temporary disability concluded for the purposes of perceiving the provision, and will communicate this in writing to the insured person.

When the policyholder, the insured person or the beneficiary do not agree with such a decision, they must inform the insurer, in writing, within seven days at most, stating their reasons to the contrary, in which case, the insured person's doctor and that of DKV Seguros will try to solve the discrepancy directly.

In the event of them not reaching an agreement, a third doctor will be named by the parts and, subsequently, by the competent circuit judge.

This same procedure will be applied in any other discrepancies relating to medical questions that can arise.

The three doctors will jointly decide by a majority of votes. Each part will pay his own medical expert's fees and those of the third, jointly.

The decision of the doctors will be made within the term of ninety days following the date of the third medical expert's appointment and, during this time, the parts will not be able to take the corresponding judicial steps for the liquidation of the compensation in litigation.

### **Guarantee VI. Scaled temporary disability**

If the guarantee of scaled temporary disability is contracted in accordance with the coverage of this insurance policy, this will be stipulated in the particular conditions of the policy.

DKV Seguros guarantees the insured person the payment of a single compensation sum calculated by multiplying the insured daily capital for this guarantee, as shown in the particular conditions, by the number of days indicated in the scale minus the excess contracted, if relevant. This provision will always be applied according to the type of illness or injury suffered by the insured person, and provided that it causes total incapacity to work and temporary disability, in accordance with the indications of these general terms and conditions.

For each new born baby with a minimum gestation period of six months, whose mother has been insured for over eight months, DKV Seguros will pay in the form of a single payment the pre-established amount for pregnancy and birth in the scale.

The same conditions and level of benefit apply to insured mothers in the case of adoption, provided the adoption process had begun, after the first eight months of the validity of the policy.

### **Insurable persons for the guarantees of scaled temporary disability.**

This policy may be contracted by persons whose age is between 16 and 64 and who are employed or carry out a remunerated professional activity and who are not legally or effectively unemployed or in a similar situation.

### **Application rules for scaled temporary disability.**

#### **Limits of the coverage**

- a) The insured person will be entitled to compensation when he is suffering a total temporary disability and must require and receive appropriate medical care for the condition affecting him.
- b) If the insured person suffers several ailments at the same time or if a new one subsequently appears

in addition to the one initially declared, the benefit will only be cumulative up to a maximum of 130% of that with the greater number of days assigned in the scale, once the excess is applied.

- c) In no case will the daily provision exceed 365 days in every year of the policy.
- d) Illnesses or injuries, of the same or a similar cause, that have 15 days or fewer allocated in the scale will only be compensated three times during a period of 365 days.
- e) In the event that the insured person is subject to new periods of temporary disability due to the same cause or for medical causes directly related to the previous one, he will only receive the benefit corresponding to the second or subsequent periods when the interval between one period finishing and the preceding period is at least twice the number of days covered by the preceding period or a minimum of 90 days.
- f) In the case of claims covered by policies that have contracted both guarantees of daily temporary disability and scaled temporary disability, the compensation for each will not be cumulative during the days of temporary disability in which the terms covered by

both coincide. The guarantee of daily temporary disability will only begin to pay compensation after the day on which the period covered by the guarantee of scaled temporary disability expires.

Illnesses or injuries not listed in the scale, and provided that they are covered and not among the risks excluded from the insurance coverage, will be object of provision by analogy or similarity with those listed, according to medical criterion.

#### **Regulations for the procedure of a claim. Procedure for the resolution of discrepancies**

- a) For the purposes of confirming the provision, the policyholder must provide DKV Seguros with the claim declaration document, with all of its sections filled in, and the medical leave report signed the doctor assisting the patient. It must state:
  - > Identification of the doctor
  - > Identity, residence, age and profession or business activity of the insured person
  - > Current ailment causing temporary disability
  - > Causes, background and probable start date of the illness or date of the accident

- > Start date of the disability and the expected duration thereof

DKV Seguros may request the presentation of a copy of the official medical leave report issued by the competent public body, although it will not be binding for the company.

Furthermore, when the medical release to work takes place, the document that proves this must be provided to DKV Seguros.

- b)** The corresponding provision will be payable on the day of the medical leave, provided that DKV Seguros are informed of this by way of the abovementioned method, within seven days following the date of the event. If DKV Seguros receives this declaration after the aforementioned seven days, the provision will be reduced in the corresponding amount for seven days.
- c)** Prior to paying this provision, the motive for the work leave should be proved, and DKV Seguros may carry out any visits that it deems necessary to check the state and ailment of the insured person, who would have to provide any medical report related to the cause of the medical leave to the medical services of DKV Seguros. In the event of the insured person's

reluctance or opposition, DKV Seguros will be released of its requirement to pay the provision.

If, by any means, DKV Seguros verifies that the insured person were suffering a different ailment to that which caused the claim, DKV Seguros can deem the non-existence of the right of perceiving the provision and will communicate this in writing to the insured person.

- d)** If by any means, DKV Seguros confirms that the insured person suffered a pathology different to the reason for the claim, DKV Seguros may decide that he is not entitled to receive compensation, informing him of such in writing.

When the policyholder, the insured person or the beneficiary do not agree with such a decision, they must inform the insurer, in writing, within seven days at most, stating their reasons to the contrary. In this case, the insured person's doctor and that of DKV Seguros will try to solve the discrepancy directly.

In the event of not reaching an agreement, the parties will appoint a third party and, alternatively, it will be carried out by the competent judge of first instance.

This same procedure will be applied in any other discrepancies relating to medical questions that can arise.

The three doctors will jointly decide by a majority of votes. Each part will pay his own medical expert's fees and those of the third, in equal amounts.

The decision of the doctors will be made within the term of ninety days following the date of the third medical expert's appointment and, during this time, the parts will not be able to take the corresponding judicial steps for the settlement of the compensation in litigation.

## Scaled temporary disability table

Main denomination	days
<b>Cardiovascular</b>	
Cerebral vascular accident (Thrombosis, Clot, stroke...) (C.V.A.)	60
Transitory cerebral ischemic vascular accident	20
Aortic Aneurysm. Surgical treatment	40
Coronary. Aneurysm Coronary arteriosclerosis	30
Chest angina, Angina pectoris, Syndrome angina	20
Cardiac arrhythmias, Blockages, Paroxysmal tachycardia	20
Clot or arterial thrombosis	60
Lung clot; acute pulmonary heart	50
Chronic cardiopulmonary illness	30
Hypertensive renal illness	30
Rheumatic illness of the heart (valvulopathy, endocarditis...)	50
Blood disease (Hemophilia, anemias, CID, purpura...) or spleen (cyst, fibrosis...)	14
Rheumatic fever. Rheumatic arthritis	20
Phlebitis and Trombophlebitis	20
Hemiplegia, paraplegia, or tetraplegia by ACV	60
Haemorrhage extradural or subdural (not traumatic)	10
Haemorrhage intracerebral (not traumatic)	60
Haemorrhoids. Crisis without surgery	3
Haemorrhoids. Surgical treatment	15
Primary or essential arterial hypertension	5
Acute heart attack. Acute coronary inadequacy	100
Heart congestive inadequacy; acute lung oedema; heart asthma	40
Lymphangitis, Lymphedema	10
Cardiomyopathy, valvulopathy, endocarditis... not rheumatic	50
Acute Pericarditis; Pericardial effusion	30
Isolated cardiovascular symptom (palpitations, Tachycardia, flutter)	3
Thrombosis of the hepatic portal vein	30
Varices or varicose veins of the leg. Surgical treatment	15
Varicocele; esophageal varices. Surgical treatment	20
<b>Dermatology</b>	
Lymphatic abscess, Non-specified adenopathy, Adenitis	15
Abscesses of the fingers, Whitlow, Infection pitting	20

Candidiasis, Muguet	3
Cellulite or abscess in the skin (not of the fingers)	20
Illnesses of the fingernails	7
Boils	3
Dermal mycosis; ringworm	7
Subcutaneous nodules; located Oedema	3
Athlete's foot; Onychomycosis	7
Psoriasis and dysfunctions	20
Keratosis and hyperkeratosis, Keloid scar, Scleroderma...	15
Sebaceous cyst; Acne	7
Cyst, fistula or breast, pilonidal or Coccygeus	20
Urticaria	7
Viral warts. Surgical treatment	3
<b>Digestive</b>	
Abscess in anal and rectal region	20
Non-amebic hepatic abscess. Hepatic coma	30
Achalasia, Esophagitis, Esophageal Ulcer	20
Acute appendicitis. Surgical treatment	15
Cirrhosis, chronic Hepatitis	30
Cholangitis	7
Cholecystitis	20
Abdominal colic	3
Colic hepatobiliary. Gallstone	10
Colitis idiopathic. Toxic Megacolon	15
Irritable colon, Megacolon (not toxic)	20
Intestinal diverticulum (non-Meckel). Surgical treatment	20
Illnesses of the salivary glands	20
Illnesses of the maxillaries	20
Regional enteritis, Crohn's disease. Ulcerative colitis	40
Pyloric stenosis	25
Stomatitis, oral cyst, oral abscess...	10
Anal fissure or fistula. Surgical treatment	20
Acute gastritis	4
Gastroenteritis (for Salmonella)	4
Non-infectious gastroenteritis, non-infectious Colitis	2

Gastrointestinal haemorrhage (without gastrointestinal ulcer)	10
Hepatitis B, C, D	70
Non-specified hepatitis	25
Viral hepatitis AT	30
Abdominal hernia non-inguinal non-gangrened, without obstruction. Surgical treatment	30
Inguinal hernia. Surgical treatment	20
Portal hypertension. Phlebitis of the portal vein	30
Non-well-defined intestinal infection	3
Obstruction or intestinal invagination, paralytic ileus	20
Acute pancreatitis	30
Dental pathology, Gingivitis, Abscess, Cyst, Malocclusion...	3
Peritonitis	30
Anal and rectum polyps. Endoscopic resection	2
Rectal prolapse, anal and rectum polyps. Non-outpatient surgery	20
Hidatidico cyst; Echinococosis; Hidatidosis	20
Isolated digestive symptom (nauseas, vomits, pyrosis...)	3
Teniasis; Cysticercosis	20
Trichinosis	20
Gastric ulcer, duodenal, jejunal...	25
<b>Pregnancy and childbirth</b>	
Intra-uterine death (more than 7 months of gestation)	20
Childbirth under normal conditions	20
Childbirth by Caesarean operation, forceps or sucker	20
Complicated childbirth (cord, lacerations, infection...)	20
<b>Endocrinology</b>	
Goiter; thyroid nodule; Hypothyroidism; Hypothyroidism, Graves-Basedow	30
Hypoglycemic or insulinic coma	21
Complicated diabetes mellitus (coma, cataract, nephropathy, retinopathy, neuropathy...)	21
Ovarian dysfunction	3
Illnesses of nutritional origin	10
Illnesses of the thymus (hyperplasia, hypertrophy, abscess...)	21
Gout (arthropathy, nephropathy, tophus...)	7
Other thyroid dysfunctions (cyst, haemorrhages, thyrocalcitonin...)	21
Polycystic ovary. Surgical treatment	15
Thyroidectomy	30



Thyroiditis	21
Dysfunction of the suprarenals (Conn, Cushing, Addison...)	21
Dysfunctions of the hypophysis, acromegaly; dwarfism; insipid diabetes; Panhypopituitarism	21
Dysfunctions of the parathyroids; Hypoparathyroidism; Hyperparathyroidism	14
<b>Gynaecology</b>	
Adnexitis, Salpingitis, Oophoritis, Parametritis (non-gestational)	15
Cervicitis, Vaginitis, Vulvovaginitis, Bartholinitis...	10
Dysmenorrhea, premenstrual syndrome	3
Benign mammary dysplasia, solitary breast cyst	7
Dysplasia, leukoplakia, or uterine neck polyp	10
Dysplasia, leukoplakia, or vagina polyp	7
Endometriosis	5
Pelvic inflammatory illness, endometritis... (non-gestational)	15
Mastitis or diffuse inflammatory Mastopathy (non-gestational)	7
Metrorrhagias	10
Unspecified uterus polyp	20
Genital prolapse (non-gestational)	15
Ovarian cyst. Surgical treatment or laparoscopic	3
<b>Infectious</b>	
Amebiasis; amebic dysentery...	7
Botulism	40
Brucellosis; Malta fever	40
Verruca acuminata	7
Diphtheria	20
Tropical infectious disease	40
Erisipelas	7
Erythema infectiosum (5th disease). Roseola infantum (6th disease)	20
Scarlet fever; Angina, Tonsillitis, Laryngitis and Tracheitis streptococcal	7
Q fever; Rickettsiosis	21
Recurrent fever (non-symptom)	7
Typhoid fever or paratyphoid	40
Gangrene gas; intestinal lipodystrophy	50
Simple herpes, genitals, eczema herpeticum	7
Herpes zoster or zone with neurological affection	7
Infection meningococcal (carditis, meningitis...)	20

Infectious Mononucleosis; Pfeiffer's disease	14
Parotitis; Urticaria fever	4
Rubella	20
Measles	20
Septicemia with hospital admission	40
Tetanus	90
Whooping cough	14
Acquired toxoplasmosis	20
Miliary tuberculosis, disseminated or widespread	100
Chickenpox	7
<b>Neurology</b>	
Intracranial abscess, subarachnoidal, subdural, extradural...	90
Muscular dystrophy and Other myopathy	20
Viral encephalitis	30
Encephalitis, Mielitis, Poliomyelitis...	90
Demyelinating Diseases of the CNS; multiple Sclerosis or in plaques; Syringomyelia	30
Epilepsy (all forms)	30
Phlebitis and Thrombophlebitis intracranial	14
Infection of the SNC for slow virus	30
Headache, Migraine or hemicrania	3
Median nerve injury, ulnar or radial nerve; carpal tunnel syndrome	30
Bacterial meningitis; bacterial meningoenkephalitis	50
Viral meningitis, mycotic...	30
Viral meningitis without specification	30
Mono or polyneuropathy; Myasthenia Gravis; Guillain -Barré Syndrome	30
Neuralgia of the trigeminus	20
Facial paralysis	20
Parkinson; chorea; Ataxia	90
Neurological or isolate muscular symptom (spasms, tremor, ataxia paralysis transit...)	5
Dysfunction of roots and nervous plexus	20
SNC tuberculosis and meninges	100
<b>Ophthalmology</b>	
Choroid alterations, Choroidoretinitis	20
Cataract surgery	10
Myopia surgery, hypermetropia and presbyopia	3

Conjunctivitis	3
Retinal detachment	60
Glaucoma (not congenital)	40
Iritis, Cyclitis, Iridocyclitis, previous uveitis...	30
Eyelid pathology; Blepharitis; Chalazion; Sty	2
Lacrimal apparatus pathology; Dacryoadenitis; Epiphora; Dacryocystitis...	2
Total loss of the sight of an eye	60
Pterygium	3
Keratitis, Queratoconjunctivitis, keratic Ulcer	4
Retinopathy (diabetic, proliferativa...)	21
<b>Oncology</b>	
Cancer or extended or peritoneum carcinomatosis	120
Carcinoma in situ of genitourinary system	15
Carcinoma in situ of respiratory system	60
Carcinoma in situ of the breast (not skin)	150
Carcinoma in situ of the skin	30
Carcinoma in situ of digestive organs	150
Carcinoma in situ of other places	15
Meckel's diverticulum	150
Hodgkin's disease. Hodgkin's lymphoma	150
Pheochromocytoma	60
Hemangioma, lymphangioma, angioma, glomus, of any place	7
Leiomyoma, fibroma, myoma, or fibromyoma uteri	30
Leukemia	150
Lymphoma (non-Hodgkin)	150
Lymphosarcoma and Reticulumsarcoma	90
Lipoma; Angiolipoma; Fibrolipoma; Myxolipoma	7
Cutaneous melanoma, Melanocarcinoma	80
Multiple Myeloma and immunoproliferative neoplasms	120
Osteosarcoma, Chondrosarcoma, Ewing's Sarcoma	90
Polycythemia rubra, myeloproliferative syndrome	21
Vocal cords polyp	15
Kaposi's sarcoma	120
Sarcomatosis, Fibrosarcoma, non-specified Sarcoma	60
Zollinger-Ellison's syndrome	30

Benign brain tumour and other parts nervous system	120
Benign esophagus tumour, stomach, or intestine	15
Benign liver tumour, pancreas, or spleen	15
Benign bones tumour or articular cartilages	15
Benign skin tumour; blue nevus; pigmented nevus	7
Benign lip tumour, mouth or pharynx. Surgical treatment	15
Benign breast tumour (not a cyst, neither in skin)	15
Benign masculine genital organs tumour	15
Benign respiratory organs tumour or intrathoracic	15
Benign other endocrine glands tumour (suprarenal, parathyroid, hipophysis...)	30
Benign tumour in other places, not specified places, or lymph node	30
Benign ovary tumour	15
Benign kidney tumour and other urinary organs	15
Benign thyroid tumour adenoma thyroid	30
Malignant brain tumour	150
Malignant digestive/peritoneum tumour without specifying place	150
Malignant stomach tumour	150
Malignant nasal fossa, middle ear and breast accessory tumour	150
Malignant liver tumour; hepatoblastoma, liver cell carcinoma	150
Malignant small intestine tumour or colon	150
Malignant woman's breast tumour	120
Malignant bladder tumour	120
Malignant lip, buccal cavity, pharynx and esophagus tumour	100
Malignant larynx or vocal cords tumour	180
Malignant feminine genital organs tumour	120
Malignant other locations or non-specified tumour	60
Malignant pancreas tumour, gastrinoma	180
Malignant prostate tumour	120
Malignant rectum tumour, rectosigmoid junction or year	150
Malignant kidney tumour	120
Malignant testis tumour	120
Malignant thyroid tumour	60
Malignant trachea, bronchuses, lung or pleura tumour	120
Malignant biliary pathway and biliary tract. extra-hepatic tumour	150

<b>Osteomuscular</b>	
Arthritis or arthropaty (infectious...)	20
Traumatic Arthropaty	20
Trheumatoid Arthritis (except column); inflammatory Poliartthritis	30
Bursitis; synovial Cyst; ganglion	30
Non-traumatic Cervicalgia, without objective clinical tests	10
Non-traumatic Cervicalgia, with objective clinical tests	20
Knee surgery (meniscus, ligaments, floating bodies chondromalacia patelae)	30
Joints not knee surgery: recurrent dislocation; Ankylosis	30
Surgery for acquired deformities (finger stenosis, hammer finger, hallux valgus...). Surgery	30
Paget's disease	30
Epicondylitis	30
Calcaneal spur, or osseous	30
Anquylosing spondylitis; vertebral rheumatoid arthritis	60
Spondylosis, vertebral arthrosis, Ankylosis; vertebral Hyperostosis	60
Plantar fasciitis, Dupuytren's disease	10
Slipped disk. Arthrodesis Treatment	100
Slipped disk. Laminectomy treatment	60
Slipped disk. Chemonucleolysis or nucleotomy percutaneous treatment	40
Slipped disk. Medical treatment	10
Slipped disk. Orthopedic treatment	20
Hydrartrosis or articular effusion	30
Lumbago, lumbalgy, or sciatica, of non-traumatic origin, without clinical objetive tests	10
Lumbago, lumbalgy, or sciatica, of non-traumatic origin, with clinical objective tests	20
Disseminated Lupus erythematosus; polymyositis idiopathic	20
Myositis, Panniculitis	20
Bilateral Osteoarthritis (non-vertebral)	30
Osteochondropathy; Osteochondrosis; Osteochondritis	60
Osteomiellitis, Periostitis	60
Osteoporosis, bony cyst	40
Periarthritis escapulohumeral	30
Polimyalgia rheumatica	60
Peripheral tendinitis	10

<b>Otolaryngology</b>	
Middle and internal ear surgery	30
Mastoiditis and related disease	20
Acute otitis or chronic	4
Perforation of the eardrum; Timpanitis	14
Vertigo (only symptom), without specifying (non-Meniere)	4
Vertigo-Meniere; vestibular vertiginous syndrome	21
<b>Psychiatry</b>	
Anorexy or stress that requires hospital admission	10
Dementia, Psychosis, or Schizophrenia that requires hospital admission	10
Depression or Psychosomatic disease that requires hospital admission	10
Neurosis, stress, or anxiety that requires hospital admission	10
<b>Respiratory</b>	
Peritonsillar abscess	20
Pulmonary abscess or mediastinal	30
Aphonia without specified cause	5
Alveolitis and extrinsic allergic pneumonitis	30
Tonsillitis	2
Asthma. Asthmatic status or crisis	5
Bronchopneumonia	15
Bronchitis, Bronchiolitis or acute tracheobronchitis	7
Complications of the lung obstructive chronicle disease	40
Vocal cords disease; not adenomatous polyp	10
Emphysema	40
Pharyngitis; Angina; adenoid vegetations surgery	2
Influenza and its complications	3
Turbinate hypertrophy	2
Chronic laryngitis	15
Laryngitis or acute tracheitis	3
Acute Laryngopharyngitis	3
Pneumonia	20
Non-traumatic pneumothorax	20
Non-traumatic Surgical pneumotorax	40
Diaphragm pathology, mediastinum, traqueostomy...	20
Pleuritis, Pleurisy, pleural effusion	20

Nasal polyps (surgery)	7
Common cold; nasal catarrh; Rhinopharyngitis	2
Allergic Rhinitis	7
Chronic rhinopharyngitis; Ozena	2
Sarcoidosis	40
Isolated respiratory symptom (dyspnea, cough, hemoptysis...)	3
Sinusitis	5
Respiratory or lung tuberculosis	60
<b>Urology</b>	
Balanitis, Priapism	10
Prostatic calculus	10
Calculus or renal lithiasis or ureteral, renal colic by lithiasis	10
Calculus or vesical or urethral lithiasis	10
Soft chancre; Reiter's disease; venereal lymphogranuloma	20
Renal colic without evidence of lithiasis	3
Bladder diverticulum	10
Urethral stenosis	10
Phimosis	5
Hydrocele	20
Hyperplasia and prostate Adenoma. RTU	30
Gonococcal infection, Gonorrhoea	4
Urinary infection. Cystitis. Urethritis	3
Renal failure, Uremia, Nephrosis, Nephritis, Nephropathy	40
Renal Lithiasis treated by means of lithotripsy	3
Nephrectomy	60
Orchidectomy	30
Orchitis, Epididymitis	20
Pyelonephritis, renal abscess, renal infection...	10
Prostatitis	15
Renal cyst; ureteral stenosis	15
Torsion of the testis, scrotum abscess...	15
<b>Sprains and luxations</b>	
Sprain or dislocation temporo-maxillary-mandibular	15
Cervical sprain, dislocation, contracture, cervicalgy. Med treatment	10
Cervical sprain, dislocation, contracture, cervicalgy. Orth. treatment	20
Lumbosacral sprain, sacroiliac, or sacrosclatic	10

Lumbago or back pain of traumatic origin	10
Hip sprain or dislocation (without fracture)	25
Ribs sprain	10
Sternoclavicular dislocation. Orth. Treatment.	20
Sternoclavicular dislocation. Surgical treatment	30
Sprain or dislocation of shoulder. Surgical treatment	50
Sprain or dislocation of elbow	30
Sprain or dislocation of fingers, phalanx... of the hand	20
Sprain or dislocation of wrist, carpus...	20
Sprain or dislocation of shoulder. Med treatment	15
Sprain or dislocation of shoulder. Orth. treatment	30
Dislocation of knee or patella	30
Sprain of knee (lateral ligaments or kneecap). Med treatment	7
Sprain of knee (lateral ligaments or kneecap). Orth. treatment	15
Sprain of knee (lateral ligaments or kneecap). Surgical treatment	30
Traumatic lesion with meniscus tear. Orth. treatment	20
Traumatic injury with meniscus tear. Surgical treatment or arthroscopy	30
Rupture of crossed knee ligaments or patellar tendon. Surgical treatment	90
Triad, Traumatism of multiple structures of the knee	120
Knee prosthesis	80
Dislocation of ankle	30
Ankle sprain. Med treatment	10
Ankle sprain. Orth. treatment	20
Ankle sprain. Surgical treatment	40
Rupture of ankle ligaments	45
Rupture of Achilles tendon	50
Dislocation of the foot (tarsus, metatarsus, phalanges, fingers...)	20
Sprain of foot or toes. Orth. treatment	4
Sprained foot or toes. Surgical treatment	15
Tear or muscular laceration (with ultrasound confirmation)	5
Tear or muscular laceration (without ultrasound confirmation)	2
<b>Fractures</b>	
Extraction of osteosynthetic material	2
Nose fracture, maxillary or mandible. Med treatment	20
Nose fracture, maxillary or mandible. Surgical treatment	60
Fracture of Skull without neurological affectation	60



Fracture of skull with neurological affection	210
Column fracture without medullar lesion. Orth. treatment	60
Column fracture without medullar lesion. Surgical treatment	120
Column fracture with medullar lesion (paraplegia, tetraplegia, paralysis...)	180
Rib fracture or sternum without organic affection	20
Rib fracture or sternum with organic affection	40
Pelvis fracture. Orth. treatment	80
Pelvis fracture. Surgical treatment	120
Fracture of clavicle or shoulder blade. Orth. Treatment	40
Fracture of clavicle or shoulder blade. Surgical treatment	60
Humerus fracture. Orth. treatment	80
Humerus fracture. Surgical treatment	100
Fracture of radius and/or ulna. Colles´ Fracture	50
Fracture of escaphoid	100
Carpus fracture or wrist. Orth. treatment	40
Carpo fracture or wrist. Surgical treatment	80
Fracture of metacarpal or hand. Bennett´s fracture	30
Fracture of the phalanges or hand´s fingers	30
Fracture of neck of femur, cotilo, trochanters	120
Fracture-dislocation of hip	240
Hip prosthesis	120
Fracture of diaphysis of the femur. Orth. treatment	100
Fracture of diaphysis of the femur. Surgical treatment	120
Fracture of patella. Orth. treatment	50
Fracture of patella. Surgical treatment	60
Fracture of tibia and/or fibula. Orth. treatment	70
Fracture of tibia and/or fibula. Surgical treatment	90
Ankle fracture or maleolar	60
Fracture bimaleolar	80
Fracture trimaleolar	100
Calcaneus fracture. Orth. treatment	80
Calcaneus fracture. Surgical treatment	100
Tarsus fracture or metatarsus. Orth. treatment	50
Tarsus fracture or metatarsus. Surgical treatment	70
Toe fracture or phalanges. Orthopaedic treatment	20
Toe fracture or phalanges. Surgical treatment	30

Wounds and trauma	
Shock or contusion - cranioccephalic traumatism (CTE) with hospital admission	10
Subdural hematoma for traumatism without fracture	30
Cerebral haemorrhage for cranioccephalic traumatism without fracture	50
Pneumothorax or haemothorax traumatic with wound	50
Contusion without face wound or scalp	3
Contusion without wound of the eye and adnexa	3
Contusion without wound of the trunk	3
Contusion without wound of the superior member	3
Contusion without wound of the inferior member	3
Bruised contusions or multiple erosions without fracture or wound	5
Wound with superficial lesion of the hand	5
Wound with superficial lesion of the fingers	5
Wound with superficial lesion of the hip or leg	5
Wound with superficial lesion of the foot or fingers	5
Wound with superficial lesion of the eye and adnexa	5
Wound that stitches in finger, hand, wrist, foot, knee, elbow, or head	7
Traumatic wound of nerves	30
Penetrating wound in neck, trunk, limb, or internal organ	20
Deep wound of the bilbus oculi	40
Cutting of the tendons of the hand or fingers	40
Partial traumatic amputation of the thumb	30
Total traumatic amputation of the thumb	60
Partial traumatic amputation of the 2nd, 3rd, 4th of 5th finger	20
Traumatic total amputation of the 2nd, 3rd, 4th of 5th finger	40
Traumatic amputation of the arm or hand	120
Traumatic amputation of toes	30
Traumatic amputation of the foot (not fingers)	90
Traumatic amputation of the leg	240
Burn in face, head or neck	20
Light burn: 1st (< 15%), 2nd (< 5%), 3rd (< 1%)	10
Moderate burn: 1st (15-30%), 2nd (5-20%), 3rd (1-10%)	30
Serious burn: 1st (31-60%), 2nd (21-40%), 3rd (10-25%)	90
Very serious burn: 1st (>60%), 2nd (40-90%),3rd (25-80%)	180
Multiple serious traumatism with hospital admission over 30 days	120

### 3.2.3 Hospital care

If the hospitalisation coverage is contracted, it must be reflected in the particular conditions of the policy.

During a maximum term of 365 days, DKV Seguros guarantees the insured person the payment of the daily compensation determined in the particular conditions of the policy, when he is hospitalised due to any illness or accident covered by this policy.

For every newborn child, with a minimum gestation period of six months, whose mother is insured in this guarantee for over eight months, DKV Seguros will pay, as a single provision, the equivalent of three times the daily amount guaranteed for the hospitalisation guarantee. It is essential that such guarantee has been contracted and that the birth takes place after the first eight months of validity of the policy.

Identical benefit and conditions will be applied to insured mothers in the case of adoption, as long as the adoption process had begun after the first eight months of validity of the policy.

#### **Insurable persons**

People aged between 0 and 64 years of age on the date of taking out this policy are considered acceptable.

#### **Application Regulations. Limits of the coverage**

- a) The compensation may be paid during the days in which the insured person is hospitalised. The insured person must require and receive appropriate medical care for the condition affecting him.
- b) The admission to the hospital centre will be for a stay superior to 24 hours, with medical prescription and for diagnostic or therapeutic purposes.
- c) In the event that the insured person is subject to new periods of hospitalisation for the same cause or for medical causes directly related to the previous stay, the new periods of hospitalisation are considered for all purposes as a continuation of the initial stay. For the purposes of the daily provision, the sum of all stays cannot exceed 365 days.
- d) The amount of the daily compensation will be that stipulated in the particular conditions, even in the event that the hospital admission is due to several ailments or several surgical operations being carried out at the same time.

## Regulations for the claims process

The following documents must be provided to DKV Seguros in order to receive the corresponding daily provision:

- > Hospital stay certificate and discharge report
- > In the event that the hospital stay lasted more than 7 days, a medical report indicating the centre in which the insured person has been hospitalised and the reason for his admission must be sent to DKV Seguros

### 3.2.4 Excluded risks and additional coverage

#### 3.2.4.1 Excluded risks

The following are excluded from the general guarantees of this present insurance contract, and therefore are not subject to any compensation:

- a) Any alteration of the state of health, chronic or not, injury or constitutional defect of origin that precedes the effective date of the policy, either diagnosed or not and their consequences.
- b) Pathological processes exclusively manifested by pain, algias, dizziness or vertigo, that is to say, without other objective symptoms that are medically verifiable.

- c) Mental or psychosomatic disorders or illnesses, such as: depression, stress, anxiety or eating disorders, dementia, Alzheimer's disease, fibromyalgia or chronic fatigue syndrome, burnout syndrome and multiple chemical sensitivity syndrome.
- d) Pregnancy, abortion, childbirth and puerperium.
- e) Illnesses or pathologies derived or aggravated by pregnancy, abortion, childbirth and puerperium.
- f) Illnesses or injuries directly or indirectly linked to drug addiction or the chronic consumption of alcohol, narcotics or psychotropic substances without a medical prescription.

The consequences of accidents or injuries caused in a state of intoxication, or under the influence of narcotics or psychotropic substances.

For the purposes of this policy, intoxication is considered to be when the degree of blood alcohol exceeds the legal limit established for driving motor vehicles. Furthermore, it is considered that the insured person is under the influence of narcotics or psychotropics when their presence is detected via an analytical or laboratory determination.

**g) Illnesses or injuries as a consequence of war, terrorism and riots or public disorder, extraordinary events or catastrophes such as earthquakes, hurricanes, floods, radioactive leaks and officially declared epidemics.**

**h) Accidents derived from the insured person taking part in fights (unless acting in legitimate self-defence) and criminal acts.**

In these cases, 25% of the compensation may be advanced provisionally without having to wait for the final sentence, when the case brought by the insured person clearly states that the insured person did not provoke the fight.

Injuries derived from attempted suicide or that are self inflicted.

**i) Accidents resulting from**

- > Off-piste skiing, mountain skiing and ski touring. Off-piste snowboarding and acrobatics
- > Cycling and motorcycling, and, generally, the use of all kinds of vehicles in training, racing, competitions, contests, acrobatics, sports events, and their use on roads not covered with tarmac or which are private

The use of special land motor vehicles for agricultural or farming tasks is excluded from this.

However, it will be covered when the accident takes place during such activities and it is declared a work accident by the National Social Security Institute and when said profession is declared and contracted with the policy

- > Climbing, mountaineering (except for hiking and trekking), canyoning and similar activities, such as extreme sports, caving, bungee jumping, rafting, activities in rough waters or diving
- > Air-borne activities and flying activities unless as a passenger of commercial flights
- > Martial arts, contact sports and self-defence
- > Events with livestock in the area set out for their exploitation

**j) Accidents caused by practicing sport professionally.**

**k) Any type of non-healing treatment, and its consequences, which the insured person voluntarily undergoes such as aesthetic surgery, vasectomy, tubal ligation, etc. unless for an illness or an accident.**

The surgical treatment for obesity, even with a medical prescription.  
Assisted reproduction techniques.

### 3.2.4.2 Additional coverages

In spite of the exclusions contained in the previous section, 3.2.4.1, exceptionally, the coverage of the following cases is established, to which the indicated exclusion will not be applied and from which the possible contracted excess will be discounted.

For the guarantee of Temporary Daily Disability:

- The surgical correction of near-sightedness, far-sightedness and presbyopia will have a maximum coverage of three days and dental pathology will have a maximum coverage of two days (exclusion 3.2.4.1.a not applicable)
- Pains and algias without medically ascertainable objective signs will have a maximum coverage of ten days, and dizziness and vertigo without medically ascertainable objective signs will have a maximum coverage of four days maximum coverage (exclusion 3.2.4.1.b not applicable)
- Mental or psychosomatic disorders or illnesses, such as: depression, stress, anxiety or eating disorders

Dementia, Alzheimer's disease, fibromyalgia or chronic fatigue syndrome, burnout syndrome and multiple chemical sensitivity syndrome will have a maximum provision of 10 days, provided that the patient is hospitalised during the leave (exclusion is not applied 3.2.4.1.c)

- The compensation in cases of hospitalisation due to illnesses or pathologies derived from pregnancy, abortion, childbirth and puerperium will be of a maximum of twenty-five days per gestation process. It is necessary to have taken out the first period and a grace period of eight months will apply (exclusion is not applied 3.2.4.1.e)

For the guarantee of temporary scaled disability:

- Surgical correction for myopia, hypermetropia and presbyopia and dental pathology as described in the scale of temporary scaled disability. (exclusion 3.2.4.1.a will not be applied)
- Pains, algias, dizziness and vertigo without medically ascertainable objective signs that are listed in the scale for scaled temporary disability (exclusion 3.2.4.1.b not applicable)

- **Depression, stress, psychosomatic illnesses, and any form of mental dysfunction that are described in the psychiatry section of the scale of temporary scaled disability (exclusion 3.2.4.1.c is not applied)**
- **Childbirth and intrauterine death as described in the table of temporary scaled disability will have a period of grace of eight months (exclusion 3.2.4.1.d will not be applied)**

**For the guarantee of Hospital Care:**

- **The compensation in cases of hospitalisation due to illnesses or pathologies derived from pregnancy, abortion, childbirth and puerperium will be of a maximum of seven days per gestation process. A grace period of eight months will apply (exclusion is not applied 3.2.4.1.e)**

### **3.3 Accident insurance**

#### **3.3.1 Object of the insurance policy**

This insurance policy guarantees compensation either in the form of a sum of capital or the provision of a service, depending on the guarantees contracted, for the accidents that the insured person can suffer, in accordance with that agreed in the General, Particular and Special Conditions of the policy, depending on the declarations made by the insured

person himself in the insurance application.

#### **3.3.2 Death due to an accident**

With this guarantee, DKV Seguros will pay the beneficiary the compensation agreed in the Particular Conditions, if the insured person dies due to an accident within one year of the date on which the accident took place.

In the event that no individual is specifically named as the beneficiary, this is defined as the person designated as such in the policy or in a later written declaration, or in the will. The policyholder can designate or modify the beneficiary without obtaining the consent of DKV Seguros. In the event that nobody is expressly designated, “the beneficiary” is defined as the insured person’s spouse or, otherwise his children, with each entitled to an equal share, and failing these, the legal heirs also each entitled to an equal share.

The beneficiary is entitled to an advance payment of up to 5% of the capital insured, with a maximum of EUR 6,000, deducted from the compensation, to cover the unforeseen expenses of the insured person’s death, such as burial expenses, execution of the will, death duties, etc. To do so, prior documented justification of the occurrence of death and of the insurance policy premiums being fully paid to date is required.

This guarantee cannot be contracted for people under 14 years old.

### **Extensions of the guarantee**

Death of both partners in a traffic accident.

If, as a result of the same traffic accident, the insured person and his/her spouse die, a similar amount to that guaranteed in the event of death due to an accident (as specified in the particular conditions), with a maximum limit per claim of EUR 300,506.05 will be distributed equally among the insured person's children under 18 years of age.

For the purpose of this specific coverage, the spouse will be considered as the person whose name appears as the insured person's consort in the Civil Register, at the moment that the accident occurred.

### **3.3.3 Permanent disability due to an accident**

With this guarantee, DKV Seguros will pay the insured person the compensation agreed in the particular conditions if, as a result of an accident, he is left permanently disabled, and this has been checked and determined, within one year from the date of this accident.

The insurance policy covers the payment of a compensation that will be determined by a scale depending on the degree of disability.

### **How the compensation is calculated:**

1. The calculation of the degree of corresponding disability will be made taking as a base the table of percentages that appears below.
2. The compensations that appear in the following scale are expressed as percentages of the capital fixed for the coverage of Total & Permanent disability due to an accident in the particular conditions.



**Total & permanent disability is considered to be:**

The complete loss or the total and permanent functional disability of both arms, hands, legs and/or feet, of an arm and a leg or of a hand and a foot	100 %
Complete and incurable mental derangement	100 %
Total blindness or complete paralysis	
Total loss of movement of the spine, with or without neurological manifestations	100 %

**Partial permanent disability is considered to be:**

The total loss of the right arm or of the right hand	60 %
Total loss of the left arm or of the left hand	50 %
Total loss of movement of the right shoulder	25%
Total loss of movement of the left shoulder	20%
Total loss of movement of the right elbow	20%
Total loss of movement of the left elbow	15%
Total loss of movement of the right wrist	20%
Total loss of the movement of the left wrist	15%
Total loss of the thumb and the right index finger	30%
Total loss of the thumb and the left index finger	30%
Total loss of three fingers, including the thumb or the index finger of the right hand	35%
Total loss of three fingers, including the thumb or the index finger of the left hand	30%
Total loss of three fingers that are not the thumb or the right index finger	25%
Total loss of three fingers that are not the thumb or the left index finger	20%
Total loss of the right thumb and of another finger that is not the index finger of the right hand	30%
Total loss of the left thumb and of another finger that is not the index finger of the left hand	25%
Total loss of the right index and of another finger that is not the thumb of the right hand	20%
Total loss of the left index and of another finger that is not the thumb of the left hand	17%
Total loss only of the right thumb	22%
Total loss only of the left thumb	18%
Total loss only of the right index finger	15%
Total loss only of the left index finger	12%
Total loss of the middle finger, ring finger or right little finger	10%
Total loss of the middle finger, ring finger or left little finger	8%

Total loss of two of the last right fingers.	15%
Total loss of two of the last left fingers.	12%
Total loss of a leg or amputation above the knee.	50%
Total loss of a leg below the knee or the amputation of a foot.	40%
Partial amputation of a foot, including all the toes.	40%
Loss of movement of the subastragalar joint.	10%
Complete loss of movement of the instep of a foot.	20%
Total loss of movement of a hip or of a knee.	10%
Non-consolidated fracture of a leg or a foot.	25%
Non-consolidated fracture of a kneecap.	20%
Total loss of movement of a hip or of a knee.	20%
Reduction of at least five centimetres of a lower limb (the total anatomical loss of a metatarsal is equivalent to the loss of the third phalange of the corresponding toe).	15%
Total loss of one of the other toes.	5%
Complete loss of movement of the cervical column, with or without neurological manifestations.	33%
Complete loss of movement of the dorsal column, with or without neurological manifestations	33%
Complete loss of movement of the lumbar column, with or without neurological manifestations.	33%
Total loss of an eye or decrease to half of the binocular vision.	30%
If the vision of the other eye was lost before the accident.	50%
Complete deafness in both ears.	40%
Complete deafness in one ear.	10%
If the deafness of the other ear already existed before the accident.	20%
Total loss of an ear.	7.5 %
Total loss of both ears.	15%
Deformation or deviation of the nasal partition that prevents normal breathing.	5 %
Total loss of the nose.	15%
Total loss of the lower maxillary or complete ablation of the jaw.	25 %
The loss of bone matter in the cranial wall will be equivalent to a percentage of 1% for each cm <sup>2</sup> that has not been substituted by appropriate materials but with the maximum percentage of	15%

### **3.3.3.1 Other rules for determining the disability:**

1. In cases which are not indicated above, such as the partial loss of limbs, the degree of disability will be determined in proportion to its severity compared with those specified.
2. In the event that the insured person simultaneously loses several of his limbs mentioned above in the same accident, the degree of disability will be determined by adding the respective evaluations without the total exceeding 100% of the capital stated in the particular conditions for the coverage of permanent disability.
3. If an accident affects an organ or a limb that already presented a physical or functional defect prior to the accident, the degree of compensation will be determined according to the difference between the pre-existing condition and that resulting from the accident.
4. If the insured person were left handed, the foreseen percentages for the disability of the superior right limb will be applied to the superior left limb and vice-versa.
5. The total and permanent functional disability of a limb is considered to be equivalent to its total loss.
6. If, after the payment of the compensation for permanent disability has been made, the insured person dies as a consequence of this accident, within one year of this occurring, DKV Seguros will pay the difference between the compensation already received and that guaranteed for death, if it were higher; otherwise no reimbursement will be due from the beneficiary.

### **3.3.4 Medical care due to an accident**

This guarantee refers to the expenses for the medical care received by the insured person in a medical centre for the injuries suffered because of an accident covered by the policy.

When this coverage has been agreed in the particular conditions, it will include the expenses for medical care that will be given until the insured person has fully recovered, with the limit of the insured sum and in accordance with the following points:

1. The payment of the expenses for medical care, pharmaceuticals, hospitalisation, physical rehabilitation, and the first prosthesis and orthopaedic appliances is guaranteed up to a limit of EUR 1,000; and emergency health transport and transfers authorised by DKV Seguros, up to the limit of EUR 1,000, whenever these expenses are derived from an accident covered by the policy.

2. DKV Seguros will cover these expenses up to a maximum of one natural year (uninterrupted), starting from the date of the accident, whenever the care is provided by doctors or centres that are designated or accepted by DKV Seguros.
3. In the event that the insured person decides to receive treatment from non-associated DKV Seguros doctors or centres, he will receive for this concept, as a maximum and for a period of one natural year (uninterrupted), the quantity stipulated in the particular conditions.
4. DKV Seguros will fully cover the expenses that are derived from emergency care and first aid, regardless of the doctor or centre that provide them, executing the right to appoint doctors and centres at the moment in which the patient can be transferred from the centre where the initial treatment was carried out, complying with the criteria regarding doctors that DKV Seguros designates to such effect.
5. In the event of dental treatment for an accident, prostheses are fully covered up to EUR 1,000.

**6. All the diagnostic and therapeutic procedures whose clinical safety and effectiveness are not scientifically proven and/ or have not been ratified by means of a positive report from the Health Care Technology Assessment Agencies that report to the Autonomous Communities or the Ministry of Health, or which have been rendered obsolete, are excluded.**

### **3.3.5 Scope of the guarantees for the accident insurance**

The guarantees for accident insurance cover both accidents that occur while the insured person is carrying out his professional activity, which he has declared in the insurance application, and also accidents in his private life.

#### **3.3.5.1 Territorial scope of the accident insurance**

The guarantees for Death and Permanent Disability and Medical Care provide coverage for claims anywhere in the world, as long as the insured person's permanent address is indeed in Spain.

The coverage of Medical Care is only applicable within national territory.

#### **3.3.5.2 Non-insurable persons**

People that cannot subscribe this insurance are stated below:

1. Those over 65 years old and under 14 years of age. Nevertheless, in the first instance, DKV Seguros may accept yearly extensions of existing contracts. At the end of the annuity when the insured person reaches the age of 70, the contract will be cancelled.
2. Habitual consumers of narcotics and drugs.
3. Those suffering from blindness or myopia of over 12 dioptries, complete deafness, mental derangement, apoplexy, epilepsy, syphilis, AIDS, diabetes, alcoholism, or illnesses of the spinal marrow.

### 3.3.6 Excluded risks

1. **The accidents due to extraordinary or catastrophic events that are covered by the Insurance Compensation Consortium (see Compensation clause for the Insurance Compensation Consortium and the losses resulting from extraordinary events, in Section 3.3.9).**
2. **Those derived from the participation of the insured person in fights (except when acting in legitimate self-defence), bets and criminal acts.**
3. **Cardiovascular accidents and myocardium heart attack, those that take place whilst in a state of mental derangement, intoxication or under the effects of toxic drugs or narcotics, and non-organic pathologies (without objective encephalic injury). For the effects of this policy, intoxication is defined as when the degree of alcohol in blood exceeds the legally established limits, thus qualifying the insured person's behaviour as criminal, or when the insured person is sentenced or sanctioned for this.**
4. **Those derived from the insured person's participation in scientific expeditions, sub-aquatic activities with the use of autonomous breathing equipment, training and competitions, speed or resistance tests with any type of vehicle.**
5. **Those provoked by suicide or attempted suicide.**
6. **Accidents that occur while doing any professional sport, as well as those that occur doing aerial sports, mountaineering, gully climbing, the descent of rough waters, boxing, martial arts, bobsleigh, skiing and snowboarding off-piste, jai-alai, long bat, bullfighting, enclosing wild stock and other practices considered to be professedly dangerous.**

**7. Those derived from driving vehicles without the corresponding licence having been issued by the competent authority.**

**8. Hernias of any type or nature.**

**9. The damage caused by reaction or nuclear or solar radiation, radioactive contamination, nuclear phenomena, whatever their cause.**

**10. In general, those derived from pathologies or accidents whose origin was prior to the date of contracting the policy although their consequences persist, manifest themselves or are determined during the validity of this policy.**

### **3.3.7 Insurable risks with an additional premium**

Risks that are not covered by this policy unless they are expressly included in the particular conditions and an additional corresponding premium is paid (see definitions). They are the following:

1. The use of mopeds, motorcycles, quads or wet bikes, regardless of whether the insured person is the driver or a passenger.
2. The use of sailing or motor-powered boats in high seas (for distances of more than 2 km from the coast).

3. Hillwalking, trekking, speleology, submarine swimming and big game hunting.

4. Skiing and any sport related to riding or the handling of horses.

### **3.3.8 Regulations for processing a claim. Procedure for settling discrepancies**

1. In the event of an accident covered by this policy, the policyholder, the insured person, their rightful claimants or beneficiaries must inform DKV Seguros within seven days following the accident, except for acts of god.

2. Fill out the necessary claim form providing full details of the circumstances and consequences of the accident. In the event of the nonfulfilment of this obligation, the loss of the right to the compensation will only occur in cases where there has been deceit or negligence.

3. Similarly, original doctors' invoices, sick notes, discharge reports, hospital admission forms, etc. must be provided at the request of the insurer.

4. DKV Seguros can claim the damages and losses caused by the delay or failing to make a declaration

unless it can be demonstrated that they were aware of the claim by some other means.

**5.** Once the event has occurred, the insured person should seek the care of a doctor, follow his instructions and do whatever is necessary to preserve his life and for his rapid recovery:

**a)** The non-fulfilment of this duty will entitle DKV Seguros to reduce the compensation by the appropriate proportion, taking into account the importance of the derived damage and the degree of the insured person's negligence.

**b)** If this non-fulfilment took place with the demonstrated intention of harming or deceiving DKV Seguros, it will be released from all obligations relating to the claim.

**6.** In the event of the insured person's death, it is necessary to provide DKV Seguros with, unless previously done so:

**a)** Full certificate of the registration of the insured person's death in the corresponding Civil Register.

**b)** Medical report from doctor(s) that have attended the insured person, indicating the evolution of the consequences of the accident that caused his death.

**c)** Documents that describe the personality of and, where appropriate, the condition of the beneficiary.

**d)** Letter detailing the payment of, or absence of obligation to pay, Death Duties.

**7.** In the event of permanent disability derived from the accident, the degree of disability will be determined after the presentation of the medical certificate regarding the disability, once the condition of the insured person has been recognised as definitive, but always within the term of one year starting from the date of the accident.

DKV Seguros will inform the insured person in writing of the amount of compensation due, in accordance with the degree of disability derived from the medical certificate and the scales set for these general conditions (See guarantee of "Permanent disability").

If the insured person does not accept DKV Seguros' proposal regarding the degree of disability, the parts will seek the decision of medical experts, according to Article 38 of the Insurance Contract Act.

**8.** For medical care resulting from an accident to the body, the claim sheet corresponding to the events

that occurred and the body damage suffered must be presented to DKV Seguros, as well as a report from the doctor(s) who attended to the insured person, indicating the evolution of the consequences of the accident that made it necessary.

### 3.3.8.1 Determining the compensation

1. If the parts reach an agreement at any moment regarding the amount and the form of compensation, the payment will be made within 5 days of this agreement being signed.
2. If no agreement is reached within forty days starting from the date of the claim, each part will designate a medical expert.

The acceptance of these persons must be made in writing.

3. Once the experts have been designated and have accepted the task, which cannot be abandoned, these will start immediately.
4. In the event that the experts reach an agreement, this will be reflected in a combined report which will detail the causes of the problem, the evaluation of the damages, the other circumstances that influence the determination of the compensation and the proposed level of compensation.

5. If one of the parts had not already made their appointment, they will be obliged to do so within the eight days following the date requested by the other part that had already designated theirs.

Not respecting this period will mean that they accept the decision that the expert of the other part reaches and be bound by this.

6. When there is no agreement among the experts, both parts will designate a third expert who they agree on.

Otherwise, the judge from the original hearing will make the appointment.

In this case, the conclusion of the expert will be made within the period determined by the parts or, else, within thirty days starting from the appointment of the third expert.

7. The decision of the experts, unanimously or by majority, will be made known to the parts in an immediate and clear way.

This decision will be binding, unless it is refuted judicially by one of the parts within the term of thirty days, in the case of DKV Seguros, and one hundred and eighty for the insured person, both starting from the date of its notification.



If no appeal is made within these terms the decision will be final.

8. Each part will settle his own expert's fees. Those of the third expert and other expenses arising from the expert appraisal will be jointly and equally settled by the insured person and DKV Seguros.

Nevertheless, if either of the parts had made the expert appraisal necessary by insisting on a disproportionate level of compensation, they alone will be responsible for these expenses.

### **3.3.8.2 Paying the compensation**

1. The payment of the compensation will be adjusted to the following:

> If the damages were determined by common agreement, DKV Seguros will pay the agreed sum within a maximum term of five days starting from the date on which both parts signed the agreement, without that stipulated in point 3 of this article regarding the obligation of DKV Seguros to pay the minimum amount being affected, which it is obliged to do

> If the appraisal of the damages was made by the experts' agreement, DKV Seguros will pay the amount determined within a term of five days starting from the moment that both parts have consented to and accepted the experts' agreement, which will therefore be final

2. In any event, DKV Seguros will apply to the compensation the current legal tax deductions at the moment of making the payment.

3. If the decision of the experts was refuted, DKV Seguros will pay the minimum amount that it believes is due according to the circumstances known to it.

4. If the beneficiary has provoked the act by deceitful means, the decision made in his favour will be null. The compensation will correspond to the policyholder or, where appropriate, to his heirs.

5. If, within three months of the occurrence of the damage, DKV Seguros has not carried out the repairs or reimbursed this amount by means of a payment, for non justifiable reasons or that were attributable to them, the compensation will be increased according to that stipulated in Article 20 of the Insurance Contract Act.

6. If DKV Seguros delays the payment of the final irrefutable compensation, and the insured person or beneficiary were forced to claim this sum judicially, the corresponding compensation will be increased according to that stipulated in Article 20 of the Insurance Contract Act.

In this case, the calculation will be applied from the moment the compensation became irrefutable for DKV Seguros and, in any event, with the amount of the expenses derived from the resulting judicial process.

### **3.3.9 Indemnity clause by the Insurance Compensation Consortium for losses derived from extraordinary events in the insurance of persons**

In accordance with the provisions of the revised text of the Legal Statute of the Spanish Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004, of 29 October, the policyholder of an insurance contract, of the type which is obliged to include a surcharge in favour of the aforementioned public business institution, is entitled to arrange coverage for extraordinary risks with any insurance entity that meets the conditions required by prevailing legislation.

Compensation deriving from claims arising from extraordinary events occurring in Spain or abroad, when the insured person has his habitual residence in Spain, will be paid by the Insurance Compensation Consortium when the policyholder has paid the corresponding surcharges and any of the following situations applies:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the insurance company.
- b) That, even though it is covered by said insurance policy, the obligations of the insurance company could not be fulfilled due to it having been declared legally bankrupt or due to it being subject to a liquidation procedure intervened or assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will adjust its activity to the provisions in said Legal Statute, in the Insurance Contract Act 50/1980, of 8 October, in the Regulations on Insurance of Extraordinary Risks, approved by the Royal Decree 300/2004, of 20 February, and in the supplementary provisions.

## Summary of the legal standards

### 1. Unexpected events covered

- a) The following natural phenomena: earthquakes and seaquakes; extraordinary flooding, including giant waves; volcanic eruptions; atypical cyclones (including extraordinary winds with gusts of over 120 km/h, and tornados); and the fall of astral bodies and meteorites.
- b) Violent events as a result of terrorism, rebellion, sedition, mutiny and popular disturbances.
- c) Deeds or activities of the Armed Forces or the Law Enforcement Agencies in times of peace.

Atmospheric and seismic phenomena, from volcanic eruptions and the fall of heavenly bodies will be certified, at the request of the Insurance Compensation Consortium, through reports issued by AEMET (the State Meteorological Agency), the Spanish Geographic Institute and the other public authorities with competencies over the matter in question. In the cases of events of a political or social nature, as well as in the event of damage caused due to situations or actions by the Armed Forces or the Law Enforcement

Agencies in times of peace, the Insurance Compensation Consortium will be able to obtain information on the occurrences from the competent jurisdictional and administrative bodies.

### 2. Excluded risks

- a) **Those which do not give rise to compensation according to the Insurance Contract Act.**
- b) **Those caused to persons insured under insurance policies other than those in which the surcharge for the Insurance Compensation Consortium is compulsory.**
- c) **Those caused by armed conflicts, although there has been no official declaration of war.**
- d) **Those deriving from nuclear power, without prejudice to that established in Act 12/2011, of 27 May, on civil liability for nuclear damage or damage produced by radioactive material.**
- e) **Those arising from phenomena of a different nature to those indicated in the above section 1.a), and in particular those caused by a rise in the water table level, the movement of hillsides, landslides or land settlements, rock falls and similar phenomena, unless these were manifestly caused**

by the action of rainwater that, in turn, would have caused an extraordinary flood situation in the area and that occurred at the same time as said flood.

- f) Those caused by tumultuous activities occurring during the course of meetings and demonstrations carried out in accordance with Organic Law 9/1983 of 15 July, regulating the right of assembly, as well as during the course of legally constituted strikes, unless the aforementioned activities could be categorised as extraordinary events of the likes indicated in the above section 1.b).
- g) Those caused by a lack of good faith on the part of the insured person.
- h) Those corresponding to incidents occurring before the payment of the first premium or when, in accordance with that established in the Insurance Contract Act, coverage by the Insurance Compensation Consortium has been suspended or the insurance has been cancelled due to a failure to pay the premiums.
- i) Accidents that, due to their magnitude and seriousness are qualified by the National Government as a “national catastrophe or calamity”.

### 3. Scope of the coverage

1. Cover for extraordinary risks will apply to the same people and involve the same sums insured as has been established in the policy for the purposes of ordinary risks.
2. In life insurance policies which, in accordance with the provisions of the contract and with the regulations concerning private insurance, generate a mathematical provision, the Consortium’s cover will refer to the capital at risk for each insured person; that is, the difference between the sum insured and the mathematical provision which the insurance institution issuing it must have established. The sum corresponding to this mathematical provision will be paid by the aforementioned insurance institution.

## Communicating damages to the Insurance Compensation Consortium

1. The request for compensation for damage, the coverage of which corresponds to the Insurance Compensation Consortium, will be made through communication to said consortium by the policyholder, the insured person or the beneficiary of the policy, or by whomever acts on behalf of the aforementioned, or by the insurance company or the insurance broker with whom the insurance was processed.
2. Communicating damages and obtaining any information pertaining to the procedure and the state of the claims procedure can be done:
  - > By calling the Insurance Compensation Consortium Call Centre (952 367 042 or 902 222 665)
  - > On the Insurance Compensation Consortium website ([www.conorseguros.es](http://www.conorseguros.es))
3. Damage valuation: The valuation of damages that are compensable in accordance with insurance legislation and the content of the insurance policy can be done through the Insurance Compensation Consortium, without being bound by any valuation

that may have been made by the insurance company providing cover against ordinary risks.

4. Payment of the compensation: The Insurance Compensation Consortium will pay indemnity to the beneficiary of the insurance by bank transfer.

### 3.4 Funeral insurance

#### 3.4.1 Object of the insurance policy

DKV Seguros guarantees each of the insured persons in the policy that have taken out the coverage:

- a) The payment of a compensation that is stipulated in the Particular Conditions, in the event of the death of the insured person to cover the costs derived from his burial, or
- b) The provision of a funeral service selected by the relatives when the death occurs.

The insured capital is established as the maximum limit for this service (see definitions).

In this contract, the coverage for funeral insurance will expire at the end of the year in which the insured person reaches 70 years of age. From then on, said coverage can be indefinitely prolonged through an individual funeral policy, which DKV Seguros offers the insured person through a levelled premium module.

### **3.4.2 Regulations for the claims procedure**

In the event of the death of an insured person, the relatives can choose either:

- > Call DKV Seguros' customer services telephone numbers 976 506 000 | 976 506 009 or 902 499 800, specifying the place of death, so the company can arrange the necessary proceedings to provide the funeral services through a funeral establishment, for which an amount up to the maximum limit of the sum insured will be provided for this coverage
- > To arrange the burial or cremation of the insured person personally and subsequently, present in any branch of the company, delegation, agency or representative of the same, the insured deceased's death certificate and justification of the corresponding expenses

DKV Seguros will pay, in this case, the cost of the service, up to the maximum limit of the capital insured to whoever verifies having settled the payment for the service.

## 4. Basis of the contract

### 4.1 Perfection of the contract and duration of the policy

This contract has been drawn up on the basis of the declarations made by the policyholder and the insured person in the previously supplied questionnaire, which have motivated DKV Seguros to accept the risk and determine the premium.

**The insurance contract and its modifications will have no effect until the policy has been signed and the first premium paid, unless otherwise stipulated in the Particular Conditions.**

If the content of the policy differs from the insurance application or the agreed clauses, the policyholder will be able to request that DKV Seguros, during a period of one month starting from the issue of the policy, to correct the existing divergence.

Once this term has lapsed without the request being made, that stipulated in the policy will be binding.

The contract is for the period foreseen in the Particular Conditions and, unless otherwise stated, the duration of the policy will be adjusted to the natural year.

The policy will be renewed automatically for successive annual periods. **DKV Seguros can oppose said renewal by way of written notification to the policyholder** if it decides not to renew it or if it decides to make any changes therein, **at least two months prior to the conclusion of the policy year.**

**In addition, the policyholder may oppose the renewal of a policy, at least from one month to the due date stipulated in the same, provided he notifies DKV Seguros in a demonstrable way.**

DKV Seguros, for the contracted coverage relating to the health policy, will not be able to cancel the policy of the insured persons who have maintained the same policy for three consecutive years. The contract will

be automatically continued, with the exception of the cases of non-fulfilment of obligations on the part of the insured person, as well as the existence of inaccuracy, deceit or fault in the answers contained in the Insurance Application questionnaire.

**By waiving its right to object to the continuity of the policy, there is the condition that the policyholder accepts that premiums vary from year to year, in accordance with the technical criteria laid out in section 4.4 of this contract, and accepts the modifications to the general conditions that may be proposed to all insured persons that have subscribed the same insurance modality.**

For the rest of the policies, the coverage will expire at the end of the year in which the insured person reaches 70 years of age.

For the Temporary Disability and Hospital care policy, the coverage will also cease in the following cases:

- > When the insured person becomes disabled or permanently unable to carry out his profession, or when he requests recognition of this state, or receives a pension, provision or compensation for said cause
- > When the insured person is retired, unemployed or in a similar situation, or ceases all his professional or labour activity

In the case of Funeral insurance the said coverage can be indefinitely prolonged through an individual funeral policy, which DKV Seguros offers the insured person through a levelled premium module.

#### **4.2 Other rights and obligations of the policyholder or the insured person**

The insurance policyholder or the insured person has the duty to:

- a)** Before the conclusion of the contract, disclose to DKV Seguros any circumstances known to him that may affect the risk assessment, according to the questionnaire provided. The policyholder will be exempt from this requirement if DKV Seguros does not provide a questionnaire or if, even when it is provided, the circumstances that might influence the assessment of the risk are not included in it (article 10 of the Insurance Contract Act).
- b)** During the term of the contract, inform DKV Seguros as soon as possible of the transfer of usual residence abroad, change of residence in Spain, change of habitual profession and/or the



commencement of leisure or sport activities with a high or extreme risk that are of such a nature that if they had been known by DKV Seguros at the moment of signing the contract, it would not have been accepted or would have been offered at a different cost.

With regard to the compensation insurance for temporary disability or hospitalisation, a change in the occupation or professional activity carried out by the insured person and the way in which it is carried out - whether on a self-employed or employed basis -, which are indicated in the particular conditions, are circumstances that modify the risk level and which must be communicated to DKV Seguros (Articles 11 and 12 of the Insurance Contract Act).

In the event of DKV Seguros not having been notified of an increase in the risk prior to a claim in which the insured person's labour activity had changed from self-employed to salaried worker, the daily benefit will never exceed the amount that DKV Seguros has specified in its rates for salaried workers at the moment of the claim arising.

The agreed premium will be adapted to that which would have been applied if they had known the true extent of the risk, if this occurs, the

policyholder will be requested to pay the difference between the new adapted premium and the premium paid for the current annuity.

- c) Use all the means at his disposal to obtain a prompt recovery and to reduce the consequences of the claim.

The non-fulfillment of this duty with the intention of deceiving or harming DKV Seguros or to obtain an additional gain will release DKV Seguros from all obligations relating to the claim.

- d) Facilitate the surrender of his rights or subrogation to DKV Seguros according to that established in Section 3.1.5.

In case the policyholder or insured person is entitled to an indemnity from a third party, such a right passes to DKV Seguros for the amount corresponding to the health care.

#### **4.3 Other obligations of DKV Seguros on contracting health insurance**

Besides providing the health care contracted according to the modality described in the policy, DKV Seguros will provide the policyholder with a copy of the policy. DKV Seguros will also provide the policyholder with the identifying card of each insured person

in the policy and information about the medical directory (“DKV Network of Healthcare Services”) for his residential area, in which the permanent centre or centres for emergencies and the associated doctors’ timetables and addresses appear.

As of the conclusion of the contract or the inclusion of new insured persons, DKV Seguros assumes the coverage of any pre-existing disease, provided that the insured person was not aware of it and did not intentionally omit it in the health questionnaire.

#### 4.4 Payment of premiums

The policyholder is obliged to settle the payment of the first premium or of the single premium at the moment of accepting the contract.

The successive payments will have to be made on the corresponding due dates.

The policyholder can request the distribution of the payment of the annual premium in six-monthly, quarterly or monthly instalments.

In these cases the corresponding surcharge will be applied. Payment by instalments does not release the policyholder from the obligation of paying the entire annual premium.

If, due the fault of the policyholder, the first instalment or the single premium has not been paid, DKV Seguros is entitled to cancel the contract or to demand the payment by legal means according to the policy.

In any event, and unless otherwise stated in the Particular Conditions, if the premium has not been paid before the catastrophe takes place, DKV Seguros will be released from its obligation.

In the event of non-payment of the second or successive premiums, or their instalments, DKV Seguros’ coverage will be suspended for one month after the due date.

If DKV Seguros does not request the payment in the six months following this date, it will be understood that the contract is extinguished.

If the contract had not been cancelled or extinguished according to the previous conditions, the coverage will become effective twenty four hours after the day that the policyholder pays the premium.

DKV Seguros will assume the premium corresponding to the period during which there was no coverage due to lack of payment.

In any case, while the coverage is suspended, DKV Seguros will only be able to claim for the payment of the premium for the current period.

DKV Seguros shall only be bounded by the receipts issued by DKV Seguros.

Unless otherwise stated in the particular conditions, the place of payment of the premium will be the one that appears in the standing order issued by the bank.

To this end, the policyholder of the insurance policy will provide DKV Seguros with his bank account details to which the payment of the receipts of this insurance policy will be charged, authorising the financial entity to settle.

If no location is specified in the particular conditions for the payment of the premium, by default this will be the policyholder's address.

With each policy contract renewal, DKV Seguros may modify the annual premium and the costs for medical acts taking as a base the technical actuarial calculations. The premium for each insured person is calculated according to the following objective risk factors: age and geographical area of residence.

If the mathematical methods used by DKV Seguros for calculating the risk premium reveal any other significant objective risk factors, these will be included in the calculation of the premium before the renewal of the policy.

Other factors also intervene in the calculation of the premium, such as the increase in the health care cost and the medical technology innovations that are incorporated into the insurance cover.

In the case of joint policies, the result of the group and the number of layers of premiums applied will also be taken into account in the renewal of contracts.

You can see the current premiums of any health product in its individual modality at [www.dkvseguros.es](http://www.dkvseguros.es) and at DKV Seguros branches.

The rates that DKV Seguros has in place on the renewal date shall apply.

Besides the case indicated in the previous paragraph, the premiums due may also vary depending on the age and other personal circumstances of the insured persons. In some stages age groups may be established.

When the insured person reaches, during the course of the insurance policy, an actuarial age understood

to belong to another group, the corresponding premium for the new age group will be applied in the following annual renewal.

DKV Seguros is not subject to any limit regarding the annual variations of the premiums. The amount fixed for the total premium, on summing the corresponding surcharges, will cover the principles of sufficiency and technical balance, according to the rules governing insurance companies.

The mentioned calculations will also be applied in the case of the insured person having obtained the right to non-rescission from DKV Seguros for the extension of the policy.

The policyholder will be able to choose between extending the insurance contract or cancelling it on the expiry date of the current period when he receives the notification from DKV Seguros regarding the increase in the premium for the following annuity.

In this last case, the policyholder will notify DKV Seguros in writing of his decision to conclude the contractual relationship.

#### **4.5 Loss of rights.**

**The insured person loses the right to the guaranteed provision:**

**a) If when completing the health questionnaire, the policyholder or the insured person does not respond truthfully to it or any clarification sought thereof, either concealing relevant circumstances or not exercising due diligence when providing the requested information (article 10 of the Insurance Contract Act).**

#### **4.6 Suspension and termination of the insurance contract**

**a) DKV Seguros has the right to cancel the contract by means of a statement sent to the policyholder, within the term of one month starting from the date of becoming aware of the secrecy or inaccuracy of the policyholder when responding to the health status questionnaire (article 10 of the Insurance Contract Act).**

**b) If a risk is increased due to a transfer of usual residence abroad, change of residence in Spain, change of habitual profession or the commencement of leisure or sport activities with a high or extreme risk, DKV Seguros may terminate the policy and will communicate it in writing to the policyholder or insured person within one month from the day in which the risk increase was known (Article 12 of the Insurance Contract Act).**

**c) If due to the policyholder, the first premium or the single premium has not been paid at its maturity date, DKV Seguros has the right to terminate the contract.**

**In the event of non-payment of the second premium or subsequent premiums, or their instalments, the cover of DKV Seguros will be suspended one month after the maturity date of said premium or instalment.**

**If DKV Seguros does not receive the payment within the six months following said maturity, the contract will be understood as terminated.**

**When the contract is not restored or terminated in accordance with the aforementioned conditions, the coverage will become effective twenty-four hours after the day on which the policyholder pays the premium.**

#### **4.7 Communications**

Notifications from the policyholder or the insured person to DKV Seguros should be made to its business address. Nevertheless, demonstrable notifications that are made to the Agent of DKV Seguros that mediated in the policy will also be valid.

The notifications made by an insurance broker to DKV Seguros on behalf of the policyholder or the insured person will have the same effects as if they had been made directly to DKV Seguros.

However, the notifications made by the policyholder or the insured person to the insurance broker are not considered to have been made to DKV Seguros until they are received by it.

The notifications made by DKV Seguros to the policyholder or the insured person will be made at the address given in the contract, unless DKV Seguros has been notified of the change of address.

#### **4.8 Taxes and surcharges**

The taxes and surcharges legally due will be paid by the policyholder or insured person.

#### **4.9 Revaluation of premiums, provisions and compensations in compensation insurance for temporary disability or hospitalisation, accident insurance and funeral insurance**

For the purpose of maintaining its value up to date, the provisions and compensations insured by this contract will be readjusted, unless agreed otherwise, automatically at each annual maturity according to one of these two possibilities:

1. By the same proportion as the increase in the annual rate of the Retail Price Index or Consumer Price Index published by the National Institute of Statistics.
2. Based on set percentage. The revaluation of the provision and compensation will have its corresponding effect on the premium to be paid, and the new capitals will be reflected in the receipt.

As a consequence of the actuarial position of the insurance contract signed, the corresponding premium due will be adapted depending on the insured person's age, as well as the possible changes in professional activity or work or guarantees of the policy.

#### 4.10 Limitation and jurisdiction

Any actions derived from the contract prescribe after five years.

The competent judge made aware of actions derived from the contract will be that corresponding to the insured person's place of residence.

# **Annex I: Travel assistance**

## 1. Preliminary provisions

### 1.1 Insured person

The individual residing in Spain, beneficiary of a DKV Seguros healthcare insurance policy.

### 1.2 Territorial scope of the insurance

The insurance is valid anywhere in the world, starting from the provincial limit of the insured person's habitual residence. Only guarantees 2.1.1, 2.1.3, 2.1.14, 2.1.20, and guarantees 2.1.6, 2.1.8, referring to hotel expenses, are not applicable in Spain, but rather cover the insured person's trips abroad.

### 1.3 Duration

Its duration is the same as that of the health care policy.

### 1.4 Validity

To be able to benefit from the guaranteed services, the insured person must have his usual residence in Spain, habitually reside in it and

the length of his stays away from this habitual residence must not exceed 180 days consecutively per trip or journey.

## 2. Description of the coverage

### 2.1 Medical guarantees

#### 2.1.1 Medical, pharmaceutical, surgical, hospital care and ambulance expenses abroad

DKV Seguros will cover the medical-surgical expenses, pharmaceuticals prescribed by a doctor, those of hospitalisation and ambulances that arise as a consequence of an illness or accident that takes place abroad during his trip, up to a limit of EUR 20,000.

The limit for this guarantee is per accident occurred and insured.

#### 2.1.2 Emergency dental expenses

If acute dental problems such as infections, pains or traumas that require emergency treatment appear



during the trip, DKV Seguros will cover the inherent expenses for the mentioned treatment, up to a maximum of EUR 300.

### **2.1.3 Prolonged hotel stay abroad**

If the insured person is ill or injured abroad and he cannot return on the planned date, DKV Seguros will cover the expenses of an extended stay of the insured person in a hotel, after hospitalisation and under medical prescription, up to an amount of EUR 80 per day and with a maximum of EUR 800.

### **2.1.4 Repatriation or health care transfer**

In case the insured person suffers an illness or accident during his trip, DKV Seguros will:

- a) Cover the expenses of transport by ambulance to the nearest clinic or hospital.
- b) Establish contact with the doctor that has attended the wounded or sick insured person to determine the convenient measures, the best treatment to follow and the most suitable means for his eventual transfer, if necessary, to another more suitable hospital centre or to his home.

- c) Cover the expenses of the transfer of the wounded or sick person by the most appropriate means of transport to another hospital centre or to his habitual home.

If the insured person is admitted to a hospital centre that is not near his home, DKV Seguros will cover the subsequent transfer to his home once he has been discharged from hospital.

When the emergency and the seriousness of the case requires so, the means of transport used in Europe and Mediterranean coastal countries will be a special health care airplane.

Otherwise, or in the rest of the world, the transfer will be made by regular airline or by the quickest and most appropriate means, according to the circumstances.

### **2.1.5 Repatriation of the deceased and his companions**

DKV Seguros will deal with all the formalities required in the place of the insured person's death and the repatriation of the body to the place of burial in Spain.

If the insured deceased person travelled accompanied by other insured relatives and these could not return by the initially foreseen means or with the purchased return ticket, DKV Seguros will pay for their transport to the place of aforementioned burial or their home in Spain.

If the relatives were the insured deceased person's children under 15 years of age who did not have a relative or person of trust to accompany them on their return trip, DKV Seguros will arrange for a person to travel with them to the place of burial or their home in Spain.

### **2.1.6 Human remains escort**

If there is no companion to transfer the remains of the deceased insured person, DKV Seguros will provide a person designated by his relatives with a round-trip ticket to accompany the body.

If the death occurred abroad, DKV Seguros will assume, in addition, the accommodation expenses for this person or the accommodation expenses of another that is already there due to travelling with the deceased insured and that is appointed by the relatives to accompany the body, with a limit of 80 euros per day and up to a maximum of three days.

### **2.1.7 Repatriation or transfer of other insured persons**

When one of the insured persons has been transferred or repatriated due to illness or accident and these circumstances also impede the return of the rest of the insured relatives to their home by the initially foreseen means, DKV Seguros will cover the expenses corresponding to:

- a) The transport of the remaining insured persons to the place of their habitual residence or to the place where the repatriated insured person has been hospitalised or transferred.
- b) Arranging for a person to travel and accompany the remaining insured persons as described in point a) above when these are the repatriated insured person's children under 15 years of age and they do not have a relative or person of trust to accompany them on their return trip.

### **2.1.8 Companion's travel**

When the insured person is hospitalised for more than five days, DKV Seguros will arrange a return ticket for the insured person's relative to be by his side. In addition, if the hospitalisation takes place abroad, DKV Seguros will cover the expenses of the relative's stay in a hotel, upon presenting proof of such, up to EUR 80 daily, with a maximum of ten days.

### **2.1.9 Premature return home**

If during a trip, when the insured person was away from his habitual home, a fire or serious catastrophe occurs, or the death of a first degree relative, DKV Seguros will arrange for a return ticket for the insured person to return home, if this were not already covered by the insured person's return ticket.

Likewise, in the event that the insured person, having resolved the situation that forced him to return to his habitual home, wanted to return to where he was previously, DKV Seguros will arrange for a ticket to such effect.

#### **2.1.10 Delivery of medications**

DKV Seguros will cover the cost of delivery of the necessary medication for the insured person's cure if it cannot be found in the place where he is located.

#### **2.1.11 Telephone medical consultation**

If the insured person requires medical information during his trip, he can request it by telephoning the Call Centre.

Given the impossible nature of establishing a diagnosis by telephone, the information should be considered as merely indicative, without DKV Seguros accepting any responsibility whatsoever.

#### **2.1.12 Help in the search for lost luggage**

In the event of loss of luggage, DKV Seguros will provide support in order to request and administer the search for locating the lost luggage and, once located, will cover any delivery costs to the insured person's home.

#### **2.1.13 Delivery of documents**

If the insured person requires some documents that have been forgotten, DKV Seguros will arrange for their delivery to the destination.

#### **2.1.14 Legal defence expenses and advance on bail abroad**

When, as a consequence of a traffic accident that occurred abroad during a trip, the insured person needs to arrange his legal defence, DKV Seguros will assume the expenses for such up to a limit of EUR 1,500.

If the insured person is not able to designate a lawyer, DKV Seguros will do so, without accepting any responsibility whatsoever regarding the lawyer's subsequent performance.

If the competent authorities of the country in which the accident occurs requires bail from the insured person, DKV Seguros will advance this, up to a limit of EUR 6,000.

The insured person must return the amount of the bail advanced within the maximum term of three months starting from the date on which DKV Seguros provided the loan. If before that term the amount had been reimbursed by the competent authorities of the country, the insured person is obliged to reimburse DKV Seguros immediately.

### **2.1.15 Travel assistance**

If the insured person requires any information relating to the countries he is planning to visit, such as entry requirements, visas, currency, economic or political conditions, population, language, the availability of health care, etc., DKV Seguros will provide this general information, which may be requested from the company by means of a call to the telephone number printed in this policy and where he may request an answer by telephone or email.

### **2.1.16 Communication of messages**

DKV Seguros will take care of sending urgent messages to the insured person's relatives due to events covered by the guarantees of the present policy.

### **2.1.17 Family assistance**

If children under 15 years of age or disabled children would be left home alone as a result of the guarantee involving a relative travelling due to hospitalisation or death of the insured person, a person will be assigned for their care, with a cost of up to 60 euros per day and limited to seven days.

### **2.1.18 Cancellation of cards**

In the event of theft or loss of bank or other cards issued by companies in Spain, DKV Seguros, at the request of the insured person, commits to requesting their cancellation to the issuing entity.

### **2.1.19 Blocking of mobile phone**

If the insured person notifies a loss or theft of his mobile phone, DKV Seguros will communicate this to the corresponding operator, requesting the blocking of the terminal. DKV Seguros will not be responsible for improper use in any case.

### **2.1.20 Advance of monetary funds abroad**

If required due to any extraordinary expenses arising from an illness or accident abroad, DKV Seguros will provide the insured person with an advance, with a limit of 1,500 euros, against a written acknowledgement of debt or bank cheque for the amount, or its equivalent in euros, advanced, in accordance with the current exchange control legislation.

**The insured person agrees to reimburse DKV Seguros the advanced amount within 30 days of its reception.**

## **2.2 Luggage**

### **2.2.1 Administrative fees for the replacement of documents**

Duly justified fees incurred by the insured person due to the loss or theft of credit cards, bank, travellers and petrol cheques, travel tickets, passport or visas occurring during the trip or stays away from his regular place of residence shall be covered up to the limit of 120 euros.

**Damage derived from the loss or theft of the above documents or their wrongful use by third parties, as well as any related expenses that are not directly related to the obtainment of duplicates, is not covered by this guarantee and consequently compensation shall not be provided.**

### **2.3 Delays**

#### **2.3.1 Missed connections due to transport delays**

If the means of public transport chosen is delayed due to a technical fault, strike, inclement weather, natural disaster, an intervention by the authorities or by other persons by force and, as a result of this delay, it was not possible to connect with the next means of public transport included and confirmed on the ticket, **DKV Seguros will pay, up to the limit of 120 euros, the hotel and maintenance expenses incurred during the wait upon presentation of the receipts and invoices.**

## **3. Limitations of the contract**

### **3.1 Exclusions**

**3.1.1 The guarantees and services that have not been requested from DKV Seguros and which have not been made with his agreement or by him, except in cases of acts of**

**god or those whose nature makes it impossible to demonstrate.**

**3.1.2 Illnesses or injuries that take place as a consequence of chronic suffering or prior to the beginning of the trip, as well as their complications or relapses.**

**3.1.3 Death as a result of suicide or the illnesses and injuries resulting from attempted suicide or those caused deliberately by the insured person to himself, as well as those arising from his criminal actions, either directly or indirectly.**

**3.1.4 The treatment of illnesses or pathological states caused by the intentional ingestion or administration of toxins (drugs) or narcotics, or by the use of medications without medical prescription.**

**3.1.5 The costs of prosthesis, spectacles and contact lenses, births and pregnancies except for unforeseen complications during the first six months, and any type of mental illness.**

**3.1.6 Incidents due to competing in sports and the rescue of people at sea, in mountains or in deserts.**

**3.1.7 Any medical or pharmaceutical expenses under EUR 10.**

**3.1.8 Expenses corresponding to the burial and funeral ceremony.**

**3.1.9 Incidents occurring during wars, pandemics demonstrations and popular movements, acts of terrorism and sabotage, strikes, arrest by any authority for a criminal offence not related to a traffic accident, restrictions on freedom of movement or any other case of force majeure, unless the insured person can prove that the incident does not have any connection with such events.**

**3.1.10 Incidents caused by radiation from nuclear transmutation or disintegration, radioactivity, and chemical or biological agents.**

**3.1.11 Damage caused intentionally by the insured person, or through his gross negligence**

## 4. Additional provisions

In telephone communications requesting the services of the specified guarantees, the following must be clearly indicated: the insured person's name, health care policy number or the card number, the place where he/she is located, a contact telephone number and the type of assistance that he/she requires.

Any delays or non-fulfilment due to acts of god or the special administrative or political characteristics of a certain country will not be dealt with. In any event, if a direct intervention were not possible, the insured person will be reimbursed the expenses he had incurred and that are guaranteed, having presented the corresponding documents justifying these, on his return to Spain or, if required, as soon as he enters a country where the previous circumstances are not occurring.

Medical and health care repatriation services should be made by agreement between the doctor of the hospital centre that is attending the insured person and the DKV Seguros medical team.

If the insured person were entitled to a refund for part of the unused ticket, when making use of the repatriation guarantee, this refund must revert to DKV Seguros.

The compensations set in the guarantees will be in any event additional to the contracts that the insured person may have covering the same risks, or any benefits from social security or from any other body.

DKV Seguros is subrogated in the rights and actions that may correspond to the insured person for facts that have motivated his intervention up to the total of the amount of the services provided or lent.

**For the provision, by DKV Seguros, of the services included in the foregoing guarantees it is indispensable for the insured person to request its intervention, from the time of the event, at the following telephone number: +34 91 379 04 34.**

# **Annex II: Services complementary to the compensation insurance for temporary disability or hospitalisation, accident insurance and funeral insurance**



### **DKV Health and Well-being Club**

The contracting of insurance compensation for temporary disability or hospital care, accidents, or deaths, grants the insured person access to a module of additional services that are listed in this section and that are different to the coverage of the insurance policy.

Policyholders can access services such as medical telephone helplines, second opinion for a serious illness, and additional services for health promotion and well-being at special rates, or via prior acquisition of a voucher with advantageous economic conditions, through a network of professional and medical centres called 'DKV Health and Well-being Club'.

For more information on the additional services and how to access them, check the medical directories and providers of the DKV Health and Well-being Club on the website [www.dkvclubdesalud.com](http://www.dkvclubdesalud.com), calling 976 506 010 I 902 499 150 or directly at any DKV Seguros branch.

For the purposes described in article 3 of the Insurance Contract Act, the policyholder recognises having received a copy of these general terms and conditions and annexes to the contract, which he agrees to by signing it, and he expressly grants his approval of the limiting clauses set forth therein and, especially, of the coverage exclusions established in section 3.1.7 for health insurance; section 3.2.4 for the compensation insurance for temporary disability or hospitalisation; and section 3.3.6 for accident insurance, which have been especially and separately highlighted and whose content he is aware of and understands due to having read it.



The policyholder

The insured person

DKV Seguros S.A.E.  
Dr. Josep Santacreu  
CEO

A handwritten signature in black ink, consisting of a horizontal line that loops upwards and then downwards, ending in a vertical stroke.



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