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I choose only what I need

DKV Modular

*Take good care of yourself*

**INSURANCE POLICY  
DKV MODULAR**

**Torre DKV, Avda. María Zambrano, 31  
50018 Zaragoza  
Tel. (+34) 976 28 91 00  
Fax (+34) 976 28 91 35**

**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 clients' 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 “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 Medi-Card(s)<sup>®</sup> and information about the medical directory or the corresponding DKV Health Care Network, according to the modality contracted.

Please check that your personal data has been correctly copied.

### **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, the contract is signed and paid, the policy is not 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 don't need to confirm the renewal.

However, both you and DKV Seguros can cancel the contract before the expiry date, provided that demonstrable notification is given to the other party. In the case of the policy holder one month's notice is required and for DKV Seguros, two months' notice.

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

DKV Seguros is specifically authorised to request, handle and give the personal data of the policy holder 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 policy holder 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 policy holder 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 feature that defines DKV Modular?**

DKV Modular is a product that combines accident and funeral insurance, for either the policy holder or insured person, and health insurance with different levels of coverage, from basic to more complex, available 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.

### **What is the coverage of DKV Modular based on?**

In providing the services described in the different modules of the policy, through the associated DKV Health Care Network available throughout Spain.

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

The insured person can freely select any doctor or centre included in the DKV Health Care Network, but exclusively from those that correspond to the specialities included in the coverage taken out. He will receive the service having previously identified himself with his DKV Mand for those cases that require, it the necessary authorisation.



### **If I wish to take out two or more modules, how can I combine them in DKV Modular?**

The modules can be taken out in any combination to meet the needs of the insured person.

### **DKV Medi-Card®**

#### **Can a doctor in the DKV Health Care Network ask me for my DKV Medi-Card® besides the authorisation of certain services?**

Yes. The DKV Medi-Card® is the means by which you are identified as a client of DKV Seguros, 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 Medi-Card®?**

Contact DKV Seguros so that we can send you a new one.

#### **How can I contact DKV Seguros?**

By telephone, via the DKV Seguros Call Centre ringing any of these numbers 902 499 499, 913 438 596, 934 797 539; by Internet at the address: [www.dkvseguros.com](http://www.dkvseguros.com), or going in person to any of the offices of DKV Seguros.

### **Authorisations**

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

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

If you have any doubts, please consult the web page and/or medical directory of the DKV Health Care Network 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 an office of DKV Seguros?**

By telephone, via the DKV Seguros Call Centre ringing any of these numbers 902 499 499, 913 438 596, 934 797 539; by fax 902 499 000, through the DKV Seguros web page ([www.dkvseguros.com](http://www.dkvseguros.com)) or anybody can visit an office of DKV Seguros with your card and the medical prescription of the 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 policy holder 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

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

Through 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 that will gradually be incorporated.

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

Yes, from the first day that the policy becomes effective, except for some services that have a period of grace (see Section 6, Periods of grace).

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

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

### Do I need authorisation to go to clinical psychology?

Yes. You need to have taken out the Specialists module and to request the corresponding authorisation to use this, non medical, speciality in the DKV Health Care Network.

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

No, you don't need an authorisation for these. Only the written prescription of a doctor in the DKV Health Care Network is required.

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

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

Also, the visits of a nursing assistant can be made at home if a doctor in the DKV Health Care Network prescribes them.

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

By 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?**

If you have taken out any module of DKV Modular, consultations, extractions, stomatological treatment, fluorisations, dental cleans and related dental x-rays are covered. Fissure sealers and obturations (fillings) up to 14 years of age are also included if you have taken out the Specialists module.

Other dental treatment that is not included is available, with a contribution from the client, through the dental service. (see "Additional services").

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

Those necessary, provided they are prescribed by a doctor in the DKV Health Care Network.

### **Does DKV Modular cover the cost of medicines?**

Only in the case of hospital admission, provided the Hospital care and surgery module has been taken out, with the exception of biological medication and medicalised biomaterials not specified in section 4.7 "Surgical Prostheses".

### **Is the epidural anaesthesia for childbirth covered?**

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

### **Does DKV Modular include laser surgery for myopia?**

On contracting any module DKV Seguros offers you access to laser surgery for myopia through a network of opticians' centres, associated to the company, anywhere in Spain.

### **Does DKV Modular include clinical psychology?**

Yes, it is included in the Specialists module as Out-patient treatment with the prior prescription of a psychiatrist or paediatrician of the DKV Health Care Network provided it is given by an associate psychologist and with the authorisation of DKV Seguros.

Insured clients can access this service for the following pathologies susceptible to psychological intervention, on paying 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, per natural year, except for eating disorders (Anorexia and bulimia) 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.
- › 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.

Should further sessions be required, DKV Seguros offers you the possibility of continuing the sessions at a subsidised rate, with prior application to DKV Seguros.

### **And family planning?**

Yes. Family planning techniques that include tubal ligatures, hysteroscopic tubal occlusion and vasectomy are included if you have taken out the “Hospital Care and surgery” module.

In all these cases, as they are defined as surgery, or require a prosthesis, there is a period of grace of six months.

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

### **If I break something 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 the module(s) taken out.

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

Only in the event of an emergency for an illness 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 Appendix I).

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

+ 34 91 379 04 34.

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

## Hospital admissions

### What should I do if I know I am going to be admitted to hospital with prior notice?

If you have taken out “Hospital care and surgery”, the admission should be requested by the corresponding doctor of the DKV Health Care Network 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 not an associated hospital in the area?

If you have taken out the “Hospital care” 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 a companion’s bed included?

The individual room with a companion’s bed is included in the coverage of the “Hospital care” module, except in the cases of ICU incubator and psychiatric hospital care.

## Suggestions and complaints

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

You can present it in writing in any of our offices or send it to Clients’ Attention Service. To do so it should be sent to DKV Seguros’ head office at Torre DKV, Avenida María Zambrano 31, (50018 Zaragoza) Telephone: ringing any of these numbers 902 499 499, 913 438 596, 934 797 539; Fax: 976 28 91 35, or via e- mail to [defensacliente@dkvseguros.es](mailto:defensacliente@dkvseguros.es)

You can also send it to Commissioner for the Defence of Clients of Financial Services, Paseo de la Castellana, 44 (28046 Madrid).

If you do choose to do this, you should have first appealed to the DKV Seguros Clients’ Attention service. (Consult full details of the procedure to follow in the section: “preliminary clause”).

Healthy living plan:  
“Vive la Salud”

DKV Seguros offers its insured clients the opportunity to adopt the **The Healthy Living Plan: “Vive la Salud”** seeking to promote activities of health promotion and prevention of illness through diverse specific programmes, available through 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 they have already established.
- › Educating about the prevention of risk factors of 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 to obtain them.
- › Facilitating effective preventive activities.
- › Living in healthy conditions and anticipating complications if a health problem already exists.

To obtain them the following tools are available:

- › Information, training, and participation in events.
- › Online evaluation, follow up and control tools.
- › Personalised medical advice at a distance to fulfil the therapeutic objectives.

b) The programmes that will be gradually included are the following:

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

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

### 3. Pregnancy and healthy childbirth.

Aimed at all insured adult clients who are pregnant. The programme aims to provide all insured adult clients of DKV Seguros who are pregnant with information and specific advice regarding different aspects related to the pregnancy, birth and post natal care, with the aim of improving their knowledge, attitude, and behaviour to have a positive influence on the development and the results of the pregnancy, birth and post natal care, as well as the care for the newborn.

**4. Obesity.** Aimed at DKV clients 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 objectives and design personalised diets and physical exercise routines to obtain them.

**5. Child obesity.** Aimed at clients who are parents of children who are overweight or obese. The main objective of the programme is to educate clients regarding the acquisition of healthy habits through educational material prepared for children and the personalised advice of dieticians.

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

**7. Prevention of breast cancer.** Aimed at all 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. Prevention of prostate cancer.** 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. Prevention of cervical cancer.** Designed for all women between 18 and 65 of years who are sexually active. Includes periodic vaginal cytology to detect and treat dysplastic injuries at an early stage before they become cancerous.



**10. Prevention of colon cancer.** Colon cancer is the most frequent malign tumour in Spain. This programme has been designed for the general public and, especially, for those over 50 years 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. Preventing a stroke.** 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, exceeding 24 hours of a vascular origin, either haemorrhagic or ischemic. 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. Prevention of work related stress.**

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 **through internet on:**  
**[www.programas.vivelasalud.com](http://www.programas.vivelasalud.com)**

Further details of the above services are **available by ringing any of these numbers 902 499 499, 913 438 596, 934 797 539.**

# DKV Health and Wellness Club

The contracting of the “DKV Modular” health insurance policy, both in its individual and its collective modalities, allows the insured person access to the DKV Health and Wellness Club, different to the coverage of the insurance policy, described below.

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

## 1. e-salud services

### Medical advice at a distance

#### 1.1 24 hour care

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

#### 1.2 24 hour DKV Doctor

This service provides DKV Seguros’ insured clients 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 clients with telephone medical advice from doctors or specialists in Paediatrics, offering information and solving doubts regarding symptoms, diagnostic tests, health problems of insured clients 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 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' insured clients with telephone medical advice, offering information and solving doubts regarding symptoms, diagnostic tests, health problems and medication.

### 1.6 Women's medical line

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

### 1.7 Sports medical line

This service provides DKV Seguros' insured clients with telephone advice related to Sports Medicine given by specialists in sports medicine, doctors or technicians in diets and nutrition, offering information and solving doubts regarding prevention of injuries, suitability of exercise when doing sports and advice regarding 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 clients with telephone dietary advice given by doctors or technicians in diets and nutrition, offering information and solving doubts regarding prevention for 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 clients with telephone and internet medical advice, offering information and solving doubts regarding symptoms, diagnostic tests, health problems and chemoprophylaxis or specific medications for the speciality.

### 1.10. Psychoemotional helpline

The insured person can receive three consultations a year of a psychological character of thirty minutes each, and guidance by a qualified team of psychologists who study each case one by one. Opening hours 08:00 to 21:00 from Monday to Friday, and access via appointment

### 1.11 Second medical opinion

#### Medical advice via internet

This service provides DKV Seguros' insured clients With medical advice via the web ([www.dkvseguros.com](http://www.dkvseguros.com)) and e-mail, providing medical information from Internet and solving doubts regarding diagnostic tests, health problems or medications.

## Advice for serious illnesses

### 1.12 Second medical opinion

Through this free service, in the event of a serious illness, the insured person or his doctor will have access to the assessment and second opinion, at a distance, 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.

### 1.13 Second bioethical opinion

By means of this free service, in the event of a serious illness, the insured person or his doctor will have access to the assessment and second opinion of specialists in bioethics who, in a confidential way and at distance, will study his medical records and offer their opinion about the bioethical aspects of a treatment or sensitive medical decision.

## 2. Dental service

DKV Seguros offers its clients access to dental treatment not included in their policy at special rates when visiting associated dental clinics included in the “DKV Health Care Network”.

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

## 3. Additional premium services

The insured person has access to, either directly or through vouchers, always assuming the cost, the “**DKV Health and Wellness Club Network of Services**”, which gives him the opportunity him to enjoy the different additional services related to the promotion of health, prevention, aesthetics, self-help, rehabilitation or physical and emotional well-being, and a variety of care services with some discounts and/or special rates well below those of the market.

So, depending on the type of service that you want to use in the “**DKV Health 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 in the web [www.dkvclubdesalud.com](http://www.dkvclubdesalud.com), directly arranges an appointment with them and, on arriving at the centre, identifies himself with his card or DKV Seguros client number, which is necessary for the supplier to apply **the special DKV Health and Wellness 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 Wellness 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 **902 499 150** or any branch of DKV Seguros directly.

**On each renewal of the insurance contract, DKV Seguros may modify the “DKV Health and Wellness Club Network of Services”, the discounts offered with the vouchers, the rates and the services included in DKV Health and Wellness Club, including new services or discontinuing some of the existing services, with the purpose of adapting them to the services demanded by the insured persons.**

### 3.1 Health Promotion Services

#### 3.1.1 Wellness Services: spas and urban spas

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

**Spa:** a thermal centre offering the possibility of admission for rest and treatment 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 clients only spend a few hours of the day in them and don't stay in them overnight.

#### 3.1.2 Gyms and fitness

Access to the gyms included in the “DKV Health Club Network of Services” is via a voucher offering attractive rates.

#### 3.1.3 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.

### 3.2 Preventive services

#### 3.2.1 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 with the illness. The studies that may be carried out are: prenatal screening test of foetal DNA in maternal blood, cardiovascular risk test, genetic profile of obesity and paternity tests among others.

#### 3.2.2 Giving up smoking

Access at highly attractive rates, by means of the acquisition of a voucher, to a new service to stop smoking using different techniques.

### 3.2.3 Cryopreservation in bank of umbilical cord hematopoietic stem cells

The transplant of umbilical cord blood cells is at present a habitual treatment for many serious illnesses (leukaemia, lymphomas, neuroblastoma, thalassemia, etc.). The insured persons that wish to take advantage of the service, at highly attractive rates, can acquire a voucher that covers the collection, transport, preliminary analyses and conservation of umbilical cord cells of the children from the moment of birth in a private bank for a period of 20 years (with the possibility of an extension).

### 3.2.4 Cryopreservation in bank of mesenchymal stem cells from adipose tissue

This innovative service allows you after making a mini liposuction, the option to cryopreserve adult stem cells derived from adipose tissue, which have a high therapeutic potential for their future application in regenerative medicine and cosmetic surgery. Mesenchymal stem cells (MSC) are multipotent adult cells of great plasticity, which are able to differentiate into different cell lineages to regenerate destroyed or damaged tissues, such as in the treatment of extensive burn scars, limbo-corneal ulcers and bone fractures that do not heal.

### 3.2.5 Biomechanical study of walking

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, and follow up visits and guarantee.

## 3.3 Cosmetic or aesthetic medical services

### 3.3.1 Refractive laser surgery for myopia, hypermetropia and astigmatism.

DKV Seguros offers its insured persons, by means of the acquisition of a discount voucher, a special network of specialised ophthalmological clinics for the laser treatment of refraction defects (myopia, hypermetropia and astigmatism) at highly attractive rates.

### 3.3.2 Surgery for presbyopia

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, via acquiring a voucher that offers attractive rates.

### 3.3.3 Medicine and aesthetic surgery

Includes the access with a discount voucher 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. at special rates.

## 3.4 Complementary health services

### 3.4.1 Assisted reproduction treatment

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

### 3.4.2 Alternative therapies

DKV Seguros offers the insured clients in the “DKV Health and Wellness Club Network of Services” a network of medical homoeopaths, acupuncturists and graduates in osteopathy and chiromassage with special rates for a consultation or session.

**3.4.2.1 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.

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

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

### 3.4.3 Psychology

Access to the psychologists in the DKV Health and Wellness 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.**

### 3.4.4 Medical consultations of specialties and means of diagnosis and/or out patient treatment

If the module of specialists has not been taken out, you can take advantage of, having identified yourself beforehand with your Medi-Card, the special rates of DKV Health and Wellness Club for those services non included in your modality (see further details by visiting [www.dkvclubdesalud.com](http://www.dkvclubdesalud.com))



### 3.5. Personal self-help services

#### 3.5.1 Auditory health

Provides access to an auditory check up, by means of the acquisition of a discount voucher, in the DKV Health Club network of auditory centres and the purchase of headsets at highly attractive rates.

#### 3.5.2 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 on oncology patients and the most advanced treatments to avoid the progressive loss of hair or alopecia, such as capillary micro grafting or implants.

#### 3.5.3 Optics service

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

#### 3.5.4 Orthopaedics service

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

#### 3.5.5 On line parapharmacy

The insured person has access to, having previously acquired a discount voucher, the purchase with advantageous economic conditions of over the counter parapharmacy products (cosmetics, insect repellents, solar protectors, etc...) not considered drugs, contributing actively to the well-being and health of people.

### 3.6 Rehabilitation services

#### 3.6.1 Rehabilitation therapy for recovery from dysfunctions of phonation, speech or language

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

### **3.6.2 Home therapy for sleep apnea syndrome**

This service facilitates the purchase at highly attractive rates of home ventilation devices, with a discount voucher, for CPAP (Continuous Positive Airway Pressure) or BiPAP (Bilevel Positive Airway Pressure) device. These devices permit the 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.

### **3.6.3 Programme of rehabilitation of the pelvic floor**

The insured person can also enjoy access to the Kit Birdi pelvi perineal rehabilitation training programme, based on Kegel exercises, with a DKV Health and Wellness Club discount voucher, via a mobile or PC / Tablet, the activity of the muscles of the pelvic floor are monitored and registered in a web so that the user and/or the doctor can carry out the follow up.

## **4. Call centre**

### **Consultations, information and authorisations.**

DKV Seguros' clients have access to a telephone consultation service to get information about the medical directory, to request authorisations, take out policies or services offered by the company, to make suggestions or deal with practically any other administrative process without having to go to an office.



# General conditions

# 1.

## Preliminary clause

This contract is subject to Insurance Contract Law 50/1980 dated October 8.

The control of the activities of the insurance company DKV Seguros y Reaseguros S.A.E. (henceforth DKV Seguros) situated 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:

- › The application form
- › The health declaration
- › The general conditions
- › The particular conditions
- › The Special Conditions (where applicable)
- › The supplements or appendices

The transcriptions or references to require no expressed acceptance as they are compulsory in any case.

The policy holders 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:

To any DKV Seguros office or DKV Seguros Clients' Attention Service.

The appeals can be sent by post or fax to The address: Torre DKV Avenida María Zambrano 31, 50018 Zaragoza, by telephone, ringing any of these numbers 902 499 499, 913 438 596, 934 797 539; fax 976 28 91 35, or via e-mail by sending it to: [defensacliente@dkvseguros.es](mailto:defensacliente@dkvseguros.es).

The client may select the means through which he would like the reply to be made and address at which to receive it. The complaint will be answered in writing within two months.

The Regulations of DKV Seguros Clients' Attention Service are available from DKV Seguros' offices.

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 Clients of Financial Services, situated 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.

# 2.

## Basic concepts. Definitions

For the effects of this contract the following terms are defined as:

### 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 accidents:

- › Illnesses of any kind.
- › Surgery or operations practised 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 / accident insurance

The individual or legal entity that, with the insured person's previous consent, is entitled to the compensation. For the "Disability" guarantees, the beneficiary is the insured person himself.

### 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 effects of the 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 bond other than the interest of insuring, that fulfil the legal conditions for insuring and whose coverage is made by means of obligatory adhesion (closed collective) or voluntary (open or co-financed collectives) to some contracting conditions and/or 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 primary care, specialists and complementary means of diagnosis and treatment, and hospital care and surgery.

### Congenital abnormality, defect, 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 the birth itself.

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



### Contribution

The preset amount for each medical act that the policy holder or insured person accepts for the use of the DKV Health Care Network which is stipulated in the “Table of groups of medical acts and contributions” of the particular and/or special conditions of the policy.

### Cytostatic

Cytotoxic medication used in oncological chemotherapy that is able to stop the development of the 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

### Dkv health care network

The list of professionals and hospitals associated to DKV Seguros, all over 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 enzymatic transcription inhibitors of different levels (e.g. inhibitors of the protein kinase, of the tyrosine kinase, of proteasomes, etc).

### External means

Doctors and centres not included in the DKV Health Care Network.

### Extra premium

Additional quantity or complementary premium paid for a risk which is 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).

## H

### Heliocoidal radiation therapy or tomotherapy

Real time image guided helical radiotherapy, also called tomotherapy, integrates TAC 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 tumour 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.

### Holder / accident insurance

The individual that subscribes the guarantees for disability and death in the complementary accident insurance.

### Hospital or clinic

All public or private establishments that are legally authorised for the medical treatment of illnesses, body injury or accidents, with permanent medical staff and 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.

# I

## Illness or injury

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

## Implant

Sanitary product designed to be total 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 effects of the 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 bond 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 whose coverage in any case is carried out by means of obligatory adhesion (closed collective) or voluntary (open or co-financed collectives) to some contracting conditions and/or single contract previously agreed with DKV Seguros and the contracting collective.

## In-patient health care

Hospital Care is the care given to the insured person as a result of being admitted to a hospital centre for at least 24 hours for medical or surgical treatment.

### Insurance application

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

### Insured amount

The amount of money set in each of the coverage items of the policy which represents the maximum amount of compensation for each claim.

### Insured person

The individual who is the object of the policy contracted.

### Insurer

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 RIM.

## 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 some risk related circumstances arise.

## M

### Major out patient 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, which does not require hospitalisation 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 out patient 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 exercises 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.

### 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 make 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). 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.

### Out-patient 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 (eg. casualty, day visits).

Major out patient surgery is not included in this concept.

### Own Means

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 (eg. casualty, day visits).

## P

### Pain unit

Medical service specialised in the treatment of chronic pain.

### Period of grace

The period of time after the insurance is in force, during which some of the coverage included in the guarantees of the policy is not effective.

### 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 also form part of the policy.

### Policy holder

The individual or legal entity that, together with the Insurer, 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 to the premium paid. It is used when the policy holder, 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 of the insured person, the compensation would be reduced by the same proportion as the premium that DKV Seguros has not received due to the omission.

### Psychotherapy

Method of treatment for a person suffering a psychic conflict, with the indication or prescription of a psychiatrist.

## Q

### Questionnaire or health declaration

Question sheet which forms part of the insurance policy made available to the policy holder 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.

### Questionnaire or health declaration

Question sheet which forms part of the insurance policy made available to the policy holder 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 techniques of tissue regeneration, cellular or molecular therapy, implants or transplants of mother cells and tissue engineering.

### Rehabilitation

All the acts prescribed by a orthopaedic surgeon, neurologist, rheumatologist or specialist in rehabilitation and carried out by a specialist in rehabilitation or a physiotherapists in rehabilitation centres, with the purpose of returning functionality to the parts of the locomotive apparatus that have been affected by the consequences of a illness or accident caused while the policy is effective.

### Rightful claimant

Person who derives a right from another.

### Robotic or computer assisted surgery

Surgical acts that a robot carries out, guided by images or computer assisted, following the instructions of a surgeon aided with a telerobotic assistant for laparoscopic system and/or that assisted by a virtual reality computerised system or navigator with computer obtained 3D images.

## S

### 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 an operating theatre of 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, total or partially, its physiological function.

## T

### Traffic accident

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



# 3.

## Modality, extension of the insurance policy

### 3.1 Object of the insurance

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 to form part of the coverage of the policy when:**

- 1. Studies of their safety and effectiveness have been verified by means of a positive report by the Health Technology Assessment Agencies depending on the regional health care services or the Ministry of Health.**
- 2. They are expressly included in Section 4 “Description of the coverage” of 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.

### 3.2 Modality of the insurance

“DKV Modular” 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.

It may include complementary insurance for accident and funeral for the policy holder or title holder which guarantees compensation for the accidents that he may incur:

1. a lump sum in the event of death or permanent total disability.
2. A temporary income for 36 months for death or permanent total disability, after a traffic accident.

3. An additional lump sum for the insured person's funeral expenses, both for illness and for accidents.

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

The DKV Modular policy provides health and surgical care throughout Spain through the "DKV Health Care Network" for all kinds of illnesses or injuries that appear in the specialities detailed in the description of the coverage of the contracted modules.

The insurance is based on the free choice of doctors or centres in the associated DKV Health Care Network provided that this speciality is included in the module taken out.

When some services included in the coverage are not available in a specific region, the insured person may personally select a region that does offer them.

The right to the free choice of physician and hospital implies the lack of direct, joint or subsequent responsibility of DKV Seguros for their acts which DKV Seguros cannot control due to the professional secrecy, confidentiality of health data and denying unwarranted access to third parties in the health sector.

The modality of the service provided is that specified in article 105 paragraph 1º Law of Insurance Contracts- 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, leaving DKV Seguros free of any responsibility.

The modality of the insurance policy and determined coverage vary depending on the type of subscription taken out by the insured person. There are two modalities for the effects of contracting, the individual insurance modality with access to some exclusive coverage of this modality (See Appendix II) and the collective insurance modality without access to the same.

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

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

### 3.3 Access to coverage

DKV Seguros will provide the policy holder with a DKV Medi-Card®, which is non transferable and for his personal use, as a means of identification for each beneficiary and information about the DKV Health Care Network 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 Health Care Network” the insured person pays a quantity for each act given (See section. “Frequently asked questions and answers”, DKV Medi-Card®).

The services covered by the policy in the different modules may have free access or require previous authorisation from DKV Seguros.

Generally, the consultations of primary care, medical- surgical specialists 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, transfers by ambulance, therapeutic acts and complex diagnosis tests, which are detailed in the associated list of the DKV Health Care Network, require authorisation.

To identify yourself to any doctor or centre of the Health Care Network as an DKV insured person, just present your DKV Medi-Card®.

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 Health Care Network Services and following administrative confirmation, unless the service is not covered by the module(s) of the policy taken out.

To issue the authorisations, process the claims, to inform the client about additional services and/or to 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 of the doctor of the DKV Health Care Network 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 it expresses doubts about the medical order, 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 ringing any of these numbers 902 499 499, 913 438 596, 934 797 539; by fax (902 499 000), through the web [www.dkvseguros.com](http://www.dkvseguros.com) or in any of DKV Seguros' offices.

### 3.4 Care via external means to the DKV Health Care Network

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

Nor, does DKV Seguros 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 Health Care Network according to the modality contracted, whoever their prescribing doctor or author may be.

In cases of life threatening emergency whose concept 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 Health Care Network, 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 Health Care Network centre.

For assistance abroad, all the modules of the "DKV Modular" policy includes travel assistance coverage, which you can access by telephoning + 34 91 379 04 34.

### 3.5 Subrogation clause or surrender of rights

Once the service has been provided, DKV Seguros can exercise its rights and take the legal steps that due to the nature of the claim correspond to the insured person against persons responsible for the claim up to the amount of compensation paid.

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

This right to subrogation cannot be used against the insured person's spouse nor any other blood relative up to the third degree, adopting father or adopted son, who live with the insured person.

# 4.

## Description of the coverage

The specialities, health care and other services that you are entitled to with this contract, depending on the module taken out- which are detailed in Section 7 “Services according to the care module(s) contracted” are the following:

### 4.1 Primary care

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

**Paediatrics and child care:** Child care up to 14 years of age, at a surgery or at home, and the prescription of basic diagnostic means.

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

**Nursing services: (injections/cures):** Services of 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 Health Care Network 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, private car).

Transport with incubators is included.

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

## 4.2 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 Health Care Network” directory.

In the event of having taken out the module “Hospital care” and having gone 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 opportune transfer means.

## 4.3 Medical specialities and surgery

**Allergy & Immunology:** The vaccines will be at the expense of the insured person.

**Anaesthesiology-resuscitation:** includes epidural anaesthesia.

**Angiology and cardiovascular surgery.**

**Brain surgery.**

**Cardiology-circulatory system:** Includes cardiac rehabilitation after 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.

**Digestive apparatus.**

**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 checkup, 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 client’s expense.** (see Additional Services).

**Haematology & 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).

**Odontostomatology:** Any module of “DKV Modular” includes consultations, extractions, stomatological cures, dental cleans and associated dental X rays.

Also for the Specialists module until 14 years of age coverage includes fissure sealers and obturations (fillings).

Other dental care requires the client’s participation in the costs via the Dental Service (see 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 for visual refraction defects (myopia, hypermetropia and astigmatism), and presbyopia, **which are at the client’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 5.f** (“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. Breast reduction for women over 18 years with gigantomastia (more than 1500 grams or ml. of volume for each breast): a distance from the nipple of more than 32 cm to the suprasternal notch, minimum removal of 1000 gr for each breast, and an index of body mass equal to or less than 30.**

**Pneumology-respiratory tract:** includes home therapy in severe obstructive sleep apnoea/hypopnoea syndrome (OSAHS) (see section 4.5 “Therapeutic methods” of the General Conditions).

**Proctology:** Includes the use of a surgical laser for the treatment of rectal and haemorrhoidal pathology.

**Psychiatry:** Mainly neuro-biological treatment.

**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. A suitably prepared centre, or specific rehabilitation centre, is one that is duly licensed to carry out such health care activity 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 excessive 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, as well as the study and diagnosis of male sterility and infertility.



#### 4.4 Diagnostic aids

These must be prescribed by an associate doctor of the DKV Health Care Network indicating the reason for the exploration. Contrast techniques are included:

##### **Clinical, anatomopathological and smear tests**

**Radiology:** includes the habitual techniques for diagnosis using images such as general X-rays, computerised axial tomography (TAC), magnetic nuclear resonance (RNM) and bone density measuring.

**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) and cardiac spectography (cardiac spect) after an acute heart attack and post operative heart pathologies.

**Neurophysiology:** electroencephalograms, electromiograms, etc.

**Sleep unit:** Polymonography for pathological processes prescribed beforehand by a specialist.

##### **Surgical radiology or profound vascular exploration.**

**Tomography by optic coherence (OCT):** in ophthalmologic diagnoses according to commonly accepted clinical practices.

**High diagnostic technology:** Available in national reference centres through the DKV Health Care Network.

**a)** includes computed tomographic (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, vascular malformations and limitations regardless of their localization.**

**b)** Magnetic resonance arthrography (ArthroRM) **for tendon and intra-articular injuries that are difficult to diagnose**, Magnetic resonance cholangiography (CRM) and cholangio-pancreatography (ERCP) **allows three-dimensional reconstruction and exclusion of choledocholithiasis in cholecystectomy patients, and oncology in bile and pancreatic ducts.**

c) Tomography by emission of positrons (PET) either solely or combined with computerised tomography (PETTC), Unique Photon Tomography (Spectography -SPECT), Scintigraphy and Spectroscopy by MRI or NMR or high field (3 teslas): **in oncologic diagnosis and/or epilepsy resistant to medical treatment according to commonly accepted clinical practices.**

d) 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 Technology Assessment Agencies. (AETS).**

e) **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.**

f) **digestive endoscopic (USE) sectoral or radial in the evaluation of submucosal lesions, location of neuroendocrine tumours, identification of the degree of evolution of digestive and biliopancreatic cancer, and diagnosis of recurrence outside the wall of the digestive tube.**

## 4.5 Therapeutic methods

**Aerosol therapy, oxygen therapy and ventilation therapy,** 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 in these techniques, **with limitations for out patients' medication as stipulated in the General Conditions. (see section 5.X. "Excluded coverage").**

**Narrow-band ultraviolet B phototherapy:** in associated centres of reference in the "DKV Health Care Network" on 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:** includes linear particle accelerator, cobalt therapy, radio neurosurgical stereotactic and intensity-modulated radiotherapy (IMRT) **and radioactive isotopes whose diagnostic or therapeutic use is endorsed by the EMA (European Medicines Agency) and the NICE clinical guidelines.** 3D image-guided radiotherapy is also covered in real time (IGRT) and the helical TomoTherapy (THel) in paediatric tumours, in prostate, lung, spine, head and neck.

**Brachytherapy:** for the treatment of prostate, gynaecological, genital and breast cancer.

**Dialysis and haemodialysis:** this service is offered to both out patients and hospitalised patients, exclusively for treatment during the precise days of acute renal insufficiencies.

**Chronic disorders are expressly excluded.**

**Chiropody:** Chiropody 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 cornea which is fully covered.

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

**Blood and plasma transfusions,** in hospitals.

**Physiotherapy:** requires written prescription of rehabilitating doctor, traumatologist, rheumatologist, or neurologist and will be carried out by a qualified physiotherapist to restore recoverable functions of the locomotor apparatus in a suitable rehabilitation centre that complies with the requirements stipulated in section 4.3, of Rehabilitation.

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

**Muscle-skeletal lithotripsy (maximum of 3 sessions per process)** in DKV Health Care Network 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 Health Care Network.

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

- › Circumferential 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 (eg. arterial hypertension, sdm. Sleep apnea ...) 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 (3D) neuronavigators.** Computerized system of digitised images to guide the surgeon in real time in complex or high risk neurological interventions.

**d) Intraoperative neurophysiological monitoring (MNI) of the nervous system in intracranial surgery and fusion or arthrodesis of 3 levels or more of the spine.** Surveillance system improves surgical safety for the patient and facilitates the work of neurosurgeons.

**Logopedics & phoniatrics:** treatment for speech disorders due to alterations of organic origin.

**Oncology Chemotherapy:** cytostatic anti tumour medication that the sick person requires 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 care of the patient.

With reference to medication, DKV Seguros will only cover expenses for specific **cytostatic pharmaceutical** products that are sold on the national 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** (Bacilo de Calmette y Guerin) **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.

## 4.6 Hospital care

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

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

In addition it specifically includes:

- › 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 muscle skeletal lithotripsy.
- › Dialysis and haemodialysis.
- › Surgery of the Groups II to VIII of the OMC carried out exclusively in a hospital centre.
- › Major out-patient surgery.
- › Surgical radiology or profound vascular exploration.
- › Family planning: techniques: tubal ligature and vasectomy. Tubal occlusion hysteroscopy.
- › 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 chemonucleosis.
- › High therapeutic technology: Carto system for radiofrequency ablation and corneal cross-linking, therapy and surgery assisted by Intracranial and spinal tumour neuronavigators and monitoring neurophysiological intraoperative in intracranial surgery and fusion or arthrodesis of the column of three or more levels.
- › 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 medicalised biomaterials for therapeutic purposes specified in section 4.7 **“Surgical Prostheses” of the general conditions Biological medication and medicalised biomaterials not stipulated in section 4.7 and the therapies in section 5. r Excluded Coverage are expressly excluded.**

Similarly, according to the kind of hospitalisation received:

### 1. Medical hospital care

(without surgical intervention). Includes the different medical specialities for the diagnosis and/or treatment of the medical pathologies susceptible for 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; 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 year olds.) includes care given by paediatrician both in conventional hospitalisation and in the incubator.

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

**6. Hospital care in Intensive Care Unit.** Includes the care given by a specialist in intensive care.

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

## 4.7 Complementary coverage

**Preventive medicine.** Includes the following specific programmes according to commonly accepted protocol:

### 1. Programme of infant health.

Includes:

- > Exercise classes and psychoprophylactic preparation for birth, with practical and theoretical classes in child care and the preventive rehabilitation of the pelvic floor following birth in associated reference centers of the “DKV Health Care Network “that corresponds to him, **with a maximum limit of three sessions covered per process and insured person.**
- > Check up of the new born baby, including metabolic screening tests (phenylketonuria and primary congenital hypothyroidism), otoacoustic emission (OAE) or neonatal auditory screening for the early detection of hypoacusis, visual acuity test and neonatal ultrasound.
- > The programme of child vaccination which is compulsory in Spain in associated centres, provided that are authorised by the autonomous communities.
- > Health control at key stages during the child’s infant development during the first four years.

## 2. Programme for the early detection of gynaecological cancer in women.

Include:

- › Includes periodic examinations for the advance 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 (ADN-HPV) to detect a Human papillomavirus (HPV) infection in women with cervical-vaginal cytology (Bethesda Classification) and after conisation and to identify and treat cervical lesions with a high risk of developing a cervical carcinoma at an early stage.

## 3. Programme for the prevention of heart disease.

Includes:

- › **Basic annual medical or cardiac check up** which includes the check up, consultation, basic analyses of blood and urine, thorax X-ray and electrocardiogram.
- › **Complete 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.

## 4. Prevention of skin cancer programme.

Includes:

- › Consultations and revision of changes in size, colour and shape of the dysplastic or atypical nevus
- › Digitized 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.

## 5. Programme for the prevention of colorectal cancer in risk group with a history.

Includes:

- › Medical consultation and physical examination. .
- › Specific tests to detect hidden blood in faeces.
- › Colonoscopy, if required.

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

Includes:

- > Medical consultation and physical examination.
- > Analyses of blood and urine to determine specific prostatic antigen.
- > Transrectal ultrasound scan and/or prostatic biopsy, if required.

**7. Programme of dental health.** From 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 Out-patient treatment with the prior prescription of a psychiatrist or paediatrician of the DKV Health Care Network given by an associate psychologist and with the authorisation of DKV Seguros.

Insured clients can access this service for the following pathologies susceptible to psychological intervention, on paying 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, per natural year, except for eating disorders (Anorexia and Bulimia) 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.
- > 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:

- > Fitting of the IUD. **The cost of the intra-uterine device is at the insured person’s expense.**
- > Tubal ligation.
- > Tubal occlusion hysteroscopy with the limits for the coverage of prosthetic material as stipulated in these General Conditions (See “Surgical Prostheses”).
- > Vasectomy.



**Surgical Prosthesis:** includes the prescription and fitting of articular, (shoulder, hip, knee, ankle and foot), vascular and heart prostheses (heart valves, bypass vascular, stent, temporary and permanent pacemakers, automatic defibrillator), helical tubal prosthesis, internal orthopaedic prostheses (internally fitted metal plates and screws) and intersomatic cages or spacers in spinal fusion or arthrodesis of the spine, as well as biological and/or biomaterial implants for therapeutic purposes as detailed below:

- › 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.

It is necessary to take out the module of Hospital Medical Care for coverage of surgical prostheses and implantology as stipulated above, up to a maximum limit of 12,000 euros per insured person, per year.

**Daily compensation for Hospital care.**

A compensation of 50 EUR is included from the third day of hospital care (ie first two days are not compensated) and up to a maximum of 1.500 EUR per insured person per year provided that two conditions are met:

- › The hospital care is covered by the policy.
- › None of the costs derived from the hospital care has been paid by DKV Seguros.

## 4.8 Exclusive coverage

**Only the contracting of the insurance policy “DKV Modular” for complete medical care in its individual modality grants the insured person access to the following additional guarantee:**

1. Refund of health care expenses abroad for serious illnesses.
2. Refund of expenses for family care and/or dependence, in the event of being awarded Dependence grade 3 due to an accident.

**The description of this exclusive coverage, its modality, territorial scope, object, form of access, coverage limitations and excluded risks are stipulated in Appendix II (Exclusive coverage of DKV Modular in its individual modality) and in the sections of the general conditions that define the coverage of the insurance policy: section 2 “Basic concepts. Definitions”, section 3 “Modality and extension of the insurance policy”, section 4 “Description of the coverage”, section 5 “Excluded coverage” and section 6 “Periods of grace”.**

## 4.9 Travel assistance

For temporary trips abroad, the insurance policy has a World-Wide Travel Assistance coverage for a maximum of 180 days per trip and whose coverage is detailed in Appendix I of these general conditions. This service is only available by telephoning +34 91 379 04 34.

# 5.

## Excluded coverage

Excluded from the general coverage of this insurance are:

a) The coverage of all kinds of pre-existent 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 suffered previously to the date of inclusion of each insured person in the policy.

The policy holder, acting on his behalf and that of the beneficiaries is obliged to state at the moment of taking out the policy, any type of injury, congenital pathology, illnesses diagnostic tests, and even the symptoms that could be considered as the beginning of a pathology. In the event of concealment, the condition will be excluded from the coverage of the insurance contract. If they were declared pre-existent and/or congenital illnesses, DKV Seguros reserves the right to accept or to reject the insurance application. In the event of accepting them DKV Seguros may include the corresponding exclusion clause for this coverage, or as appropriate apply an excess premium for the coverage of the same.

For illnesses neither known nor suspected by the insured person or policy holder in the absence of symptoms prior to contracting, the contract will be considered indisputable after a period of a year starting from the perfection of the contract or the inclusion of an insured person in the contract except for the fraudulent conduct of the policy holder..

b) All those diagnostic and therapeutic procedures whose clinical security and effectiveness have not been scientifically proven and/ or have not been ratified by the of Health Technologies Assessment Agencies or have been clearly substituted by other available ones.

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

d) Illnesses or injuries resulting from the professional practice of any sport, the participation in bets and competitions and the practice, as an amateur or professional, of high risk activities like bullfighting and enclosing of wild stock, the practice of dangerous sports, such as diving, bobsleigh, boxing, martial arts, rock climbing, motor vehicles races, rugby, quad, speleology, paragliding, aerial activities not authorised for the public transportation of passengers, sailing activities, or in rough waters, bungee jumping, gully climbing, including training and any other professedly dangerous practice.

e) Health care for the treatment of chronic alcoholism and/or the addiction to drugs of any type, as well as their complications and consequences, and health care for injuries due to intoxication, aggression, fighting, attempted suicide or self injury, as well as for illnesses or accidents due to the deceit, negligence or lack of care of the insured person

f) Aesthetic surgery and any other treatment, infiltration or act that has an aesthetic and/or cosmetic purpose, unless referring to a functional defect of the affected part of the body (purely psychological reasons not being valid), treatments of varicose veins for aesthetic aims, weight loss methods both for outpatients and hospitalised patients and skin treatments, in general, including capillary treatments.

Also excluded the surgical correction of myopia, astigmatism and hypermetropia and presbyopia, as well as orthokeratology. In addition to the consequences and complications resulting from all the exclusions included in this section.

g) Alternative medicines, naturopathy, homeopathy, acupuncture, chiromassage, lymphatic drainage, mesotherapy, gymnastics, osteopathy, hydrotherapy, three phase oxygen therapy, presotherapy, ozonotherapy, the modalities of phototherapy and its indications not detailed in section 4.5, and other similar services or 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, of diagnosis and similar, although 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, or social or family reasons is also excluded, as well as that which can be substituted by treatment at home or out patient treatment.

Also excluded is health care given in non associated private centres and that given in public hospitals, centres and other establishments that form part of the Spanish National Health System and/or those that depend on the autonomous communities, except for the stipulated cases (see section 3.4 Care via means other than the DKV 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 4.4 Diagnostic Aids and 4.5 Therapeutic Methods of these General Conditions.

j) The treatment for snoring or apnoea sleep obstruction (except for the ten sessions with CPAP or BiPAP) in addition to the treatment and /or modalities of radiotherapy and their medical indications that are not expressly stated in Section 4.5 “Therapeutic methods” of these general conditions. Also excluded are protontherapy, neutrontherapy, Cyberknife radiosurgery, radiotherapy or intracranial stereotactic radiosurgery and/or adapted to breathing (4D) and radiopharmaceuticals with radioactive isotope not approved by the EMA (European Medicines Agency) and/or not recommended by the NICE clinical guidelines.

k) Preventive medicine and 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 4.7 (“Complementary Coverage”) of the general conditions are also excluded.

l) The voluntary interruption of a pregnancy and selective instrumental embryonic reduction under any circumstances, as well as sterility treatment and assisted fertility techniques , sperm washing techniques and those of assisted reproduction of any kind.

m) All kinds of prostheses, implants, health devices, anatomical and orthopaedic pieces, except for those detailed in section 4 “Description of the coverage” of the general conditions.

Also excluded are artificial heart, column implants, biomaterials and/or biological, synthetic and orthopaedic materials not expressly included in section 4.7, as well as the use of those included for other purposes than those indicated.

n) Endodontics, periodontics, orthodontics, fissure sealers and obturations or fillings for people over 14 years of age, reconstructions, dental prosthesis, apicectomies, Implantology and the diagnostic means necessary to carry out these treatments.

**o)** Analysis or other explorations that are necessary for the issuing of certificates, reports and the drafting of any kind of document type that does not have a clear health care 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, psychoanalysis, hypnosis, ambulatory narcolepsy, sofrologia, rest or dream cures and anything derived from similar services.

Also excluded are pair or group psychotherapy, psychological and psychometrical tests, psycho-social rehabilitation and neuropsychiatry, educative or cognitive conductual therapy in oral and written communication disorders of varied origin, except for that expressly included in Section 4.7 (Description of the coverage of Clinical psychology).

**q)** Logopaedics & Phoniatics to correct speech and language defects after anatomical or congenital neurological and psychomotor alterations of diverse origin

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

Also excluded are all types of experimental treatments, those of compassionate use, with orphan drugs, as well as 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)** Health care for viral haemorrhagic fevers, and that derived from the infection of the virus acquired immune deficiency syndrome (HIV), AIDS and the illnesses related to this, as well as its complications and consequences.

**u)** Robotic surgery, guided by image or computer assisted (except for neuronavigators and the Carto mapping system as detailed in Section 4.5) and laser treatments which are only covered for the specialities and details as described in section 4 “Description of the Coverage”.

**v)** The expenses for use of a telephone, television, companion’s meals, 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, except for those described in the section “Therapeutic methods” of the general conditions. Also, in these cases 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 4.7 “Surgical prostheses” and the therapies in section 5. r “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 is premature stimulation, rehabilitation at home or as a reason for hospital care and that carried out in non authorised and/or registered centres of their respective autonomous community.

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 doesn't have a therapeutic aim.

# 6.

## Periods of grace

All services, which by virtue of the Policy, DKV Seguros 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, have a period of grace 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 which have a period of grace of eight months.
3. Transplants have a period of grace of twelve months.



# 7.

## Services according to the health care module(s) contracted

The health care cover specified in Section 4 of these general conditions is structured in three different modules of coverage, according to their application.

All the options include emergency care, in the corresponding care modality.

The Health insurance of DKV Modular can be taken out in seven different combinations.

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

For specific coverage, you may need to combine two or three modules for the required service.

### 7.1 Primary health care

Covers consultations for general medicine, paediatrics and child care, nursing, out-patient emergencies for these specialities, basic analytic blood tests (excluding hormone, immune, genetic and molecular biological tests), urine tests and standard X-rays (non contrast), a basic annual cardiac check up, ambulances for emergencies and travel assistance for trips abroad of up to 180 days a year.

**Exclusions:** specialised medical care, medical treatment, complementary diagnostic means (except for those that are expressly included), hospital care or surgery, medicines and the refund of costs for medical care abroad for serious illnesses.

## 7.2 Specialised medical care without hospital care

Includes the different medical and surgical specialities, (also paediatrics if the primary care module has not been contracted) diagnosis means, and medical treatment, exclusively when given in Out Patients Departments and do not entail surgical or hospital care costs, which are detailed in Sections 4.3, 4.4, and 4.5 of the general conditions.

Similarly, emergencies without hospitalisation are 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.
- > Fitting of the IUD.
- > Logopaedics & phoniatics.
- > Minor surgery of groups 0 and 1 of the Medical College Organisation (OMC), exclusively when carried out in consultations.
- > Sleep unit or polysomnography.
- > Pain unit for the treatment of chronic pain.

**Exclusions:** primary care, therapeutic methods covered expressly by other modalities of “DKV Modular”, hospital, medical surgical care including preoperative care and/or post operative care, medicines and the refund of costs for medical care abroad for serious illnesses.

## 7.3 Hospital care

Includes the services described in Section 4.6 covering all specialities and surgery and medical hospital care with pre-operative study and pre-anaesthetic (consultation, analysis and electrocardiogram), immediate post operative visits and treatment (up to two months after the operation), medication during the admission to hospital and major outpatient surgery and, if required, the prostheses.

It includes emergency care, if required, with admission, travel assistance, and daily compensation for hospital care provided this is covered by the policy and none of the costs have been paid by DKV Seguros.

This modality specifically includes:

- > Oncological 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 muscle skeletal lithotripsy.
- > Dialysis and haemodialysis.
- > Surgical operations corresponding to Groups II to VIII of the Medical College (OMC), exclusively carried out in a hospital.
- > Major out patient surgery.
- > Surgical radiology for profound vascular exploration.

- › Family planning techniques: tubal ligature vasectomy and tubal occlusion hysteroscopy.
- › 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: Carto system for radiofrequency ablation and corneal cross-linking, therapy and surgery assisted by Intracranial and spinal tumour neuronavigators and monitoring neurophysiological intraoperative in intracranial surgery and fusion or arthrodesis of the column of three or more levels.
- › Surgical prostheses.
- › Daily compensation for hospital care.

**Exclusions:** Out patient, primary and specialist care, medical treatment (except for those expressly included in this module), complementary means of diagnosis and the refund of costs for medical care abroad for serious illnesses.

## 7.4 Out-patient care

Combines in the same policy the guarantees and services of the two outpatient modules, emergencies without admission for these specialities and travel assistance.

## 7.5 Specialised care with hospital care

Includes specialised medical and surgical care, with or without admission: the emergencies for these specialities-with admission-if required-, complementary means of diagnosis, medical treatment and travel assistance.

## 7.6 Primary care and hospital care

Combines primary care for out patients and in the home with specialised medical and surgical care with hospital admission. Also includes emergencies for these specialities-with admission, if required and travel assistance.

## 7.7 Complete health care

Consists of the three modules and covers all the medical or surgical specialities as well as the complementary means of diagnosis and therapeutic means described in the policy- includes hospital care, emergency care in its diverse applications and travel assistance.

The subscription of the three modules (Primary, specialist and hospital care) is required to access the exclusive coverage of the insurance policy ( See section 4.8 “Exclusive Coverage”) in the individual modality, being the only care modality that includes the refund of costs for medical care abroad for serious illnesses and for care for a grade 3 dependence due to an accident.

# 8.

## Base of the contract

### 8.1 Perfection of the contract and length of insurance

This contract has been drawn up on the base of the declarations made by the policy holder of the insurance policy and the insured person in the previously supplied questionnaire, which have motivated DKV Seguros to accept the risk and which have enabled them to 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 proposal or of the agreed clauses, the policy holder will be able to request that that DKV Seguros, during a period of one month starting from the issue of the policy, corrects the existent 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 continued tacitly by annual periods. **DKV Seguros may oppose the extension of the contract by written notice to the policy holder**, if they will not renew the policy, or if changes will be made to it, **with a minimum notice of two months from the date of conclusion of the current year**, also, **the policy holder may oppose the renewal of a policy, at least from one month to the due date stipulated in the same**, **provides he notifies DKV Seguros in a demonstrable way.**

DKV Seguros 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 suppositions 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.

The renunciation of DKV Seguros of its right to oppose the continuing of the contract depends on the acceptance by the policy holder of the annual variation of future premiums, according to the technical criteria stipulated in section 8.4. of the present contract.

## 8.2 Other obligations and faculties of the policy holder or the insured person

The policy holder and, if applicable, the insured person, should:

- a) Declare to DKV Seguros with truthfulness, diligence, and without withholding anything, all the circumstances known to him that can influence the evaluation of the risk.
- b) During the period of the contract, inform DKV Seguros as soon as possible of all the circumstances that, according to the questionnaire presented before the perfection of the contract, increase the risk and are of such 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.
- c) Use all the means within his reach to obtain a prompt recovery and to reduce the consequences of the claim.

The non-fulfilment of this duty with the intention of deceiving or harming DKV Seguros or obtaining an additional lucre, 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 section 3.5. In case the policy holder or insured person is entitled to an indemnity from a third responsible part, such a right passes to DKV Seguros for the amount corresponding to the health care.

## 8.3 Other obligations of DKV Seguros

Besides providing the health care contracted according to the modality described in the policy, DKV Seguros will provide the policy holder with a copy of the policy.

DKV Seguros will also provide the policy holder with the identifying card of each insured person in the policy and information about the medical directory (“DKV Health Care Network”) for his residential area, in which the permanent centre or centres for emergencies and the associated doctors’ timetables and addresses appear.

## 8.4 Payment of premiums

The policy holder 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 policy holder 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 policy holder from the obligation of paying the entire annual premium.

If, for the fault of the policy holder, 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 Condition, if the premium has not been paid before the claim takes place, DKV Seguros will be released from their 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 policy holder 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 is only obliged 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 do so, the policy holder 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 policy holder's address.

DKV Seguros will be able to modify, with each renewal of the policy, the annual premium and the contribution for medical acts taking as a base the technical actuarial calculations based on the modifications of the health care costs of the services and/or the technological medical innovations that are necessary to incorporate, applying the rates that DKV Seguros has in force on the date of renewal.

Besides the supposition indicated in the previous paragraph, the premiums due may also vary depending on the age and other personal circumstances of the insured persons.

For policies of a collective modality age groups may be established. Similarly the premiums may experience modifications due to variations in the structure of the insured collective.

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 supposition of the insured person having obtained the right to non-rescission from DKV Seguros for the extension of the policy.

The policy holder 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 policy holder will notify DKV Seguros in writing of his decision to conclude the contractual relationship.

## 8.5 Loss of rights and cancellation of the contract

The insured person loses the right to the guaranteed service:

- a) If, when completing the health questionnaire, the policy holder or the insured person do not respond with truthfulness either hiding in any conscious way relevant circumstances, or not observing due diligence to provide the requested data.
- b) If an increase in the risk has taken place, for the circumstances indicated in section 8.2 b and the policy holder or the insured person has not previously notified DKV Seguros.
- c) If the claim takes place before the initial premium has been paid, unless it has otherwise expressly been agreed to the contrary.
- d) If the claim takes place due to bad faith on the part of the insured person or the policy holder or the beneficiary.

In any case, DKV Seguros may cancel the contract within one month of becoming aware in a demonstrable way of the following facts:

omission or inaccuracy in the risk declaration on the part of the policy holder or the insured person, or the risk level has increased without the insurer having been informed.



## 8.6 Notifications

Notifications from the policy holder 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 insurance broker to DKV Seguros on behalf of the policy holder 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 policy holder or the insured person to the insurance broker are not considered to have been made to DKV Seguros until they are received by them.

The notifications of DKV Seguros to the policy holder or the insured person will be sent to the address given in the contract, unless DKV Seguros has been notified of the change of address.

## 8.7 Special health risks

The policy holder will be able to agree with DKV Seguros the coverage of risks excluded from these General Conditions or those that are not specifically contemplated in them.

These will be denominated special health risks and so that their coverage is included, they should be duly specified in the Particular Conditions and an additional premium paid.

## 8.8 Taxes and surcharges

The taxes and surcharges legally due will be paid by the policy holder and/or insured person.

# 9.

## Accident insurance

### Object of the insurance policy

This insurance policy guarantees a compensation 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.

#### 9.1 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 because of an accident both while carrying out the professional activity declared to DKV Seguros, and in his free time, 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 policy holder 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 6.000 EUR, 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 300.506,05 EUR will be distributed equally among the insured person's children under 18 years of age.

For the effects of this specific coverage, the person whose name appears as the insured person's consort in the Civil Register, at the moment that the accident occurred will be considered as the spouse.

### 9.2 Permanent disability

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 of the date of this accident.

The insurance policy covers the payment of a compensation that will be determined by a scale in function of 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 impotence 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.	100%
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 of the right hand.	35%
Total loss of three fingers, including the thumb or the index 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 of the right hand.	30%
Total loss of the left thumb and of another finger that is not the index 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.	15%
Total loss only of the left index.	12%
Total loss of the middle finger, ring finger or of the right little finger.	10%
Total loss of the middle finger, of the ring finger or of the left little finger.	8%
Total loss of two of these last right fingers.	15%
Total loss of two of these 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 subastragalina articulation.	10%
Complete loss of movement of the instep of a foot.	20%
Total loss of the big toe of a foot.	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 of five centimetres, of a lower limb (the loss anatomical total 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 reduction of half of 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 %

### 9.2.1 The following rules will be applied:

1. In cases which are not indicated above, like those of partial loss indicated, the degree of disability will be determined in proportion to its severity compared with those indicated.

2. In the event that the insured person simultaneously loses several of his members mentioned above in the same accident, the degree of disability will be determined 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 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 impotence 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.

### **9.3 Temporary compensation in case of death or total permanent disability of the holder due to a traffic accident**

In case of death or total permanent disability of the holder, due to a traffic accident covered by the policy, taking place either immediately or within the period of one year of the accident, DKV Seguros will pay the beneficiary, on a monthly basis during 36 months, the amount corresponding to the additional temporary income as indicated in the particular conditions in relation to the following bases:

- a) applying the tariff for private driving.
- b) applying the tariff for professional driving.

### **9.4 Medical care for an accident**

This guarantee refers to the expenses of 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 includes the expenses of medical care that will be given until the insured person has fully recovered, with the following limits:

1. The payment of the expenses of medical care, pharmaceuticals, hospitalisation, physical rehabilitation; the first prosthesis and orthopaedic appliances, is guaranteed up to a limit of 601,01 EUR; emergency health transport and transfers authorised by DKV Seguros, whenever these expenses are derived from an accident covered by the policy.

2. DKV Seguros will cover these expenses up to the 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 year, 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 of doctor that DKV Seguros designates to such effect.

## 9.5 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 is declared by him in the insurance application, and also in his private life.

## 9.6 Territorial scope of accident insurance

The guarantees of Death and Permanent disability are applicable anywhere in the world.

Health care is guaranteed anywhere within national territory.

## 9.7 Non-insurable persons

People that cannot subscribe this insurance are stated below:

1. Those over 65 years and under 14 years.

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, illnesses of the spinal marrow or lethargic encephalitis.

## 9.8 Excluded risks

1. The accidents due to extraordinary or catastrophic events that are covered by the Consortium of Insurance Compensation (see Compensation clause for the Consortium of Insurance Compensation and the losses resulting from extraordinary events, in Section 9.13).
  2. Those of a political or social nature and those due to duels, criminal acts, challenges, bets or fights (except for acting in legitimate self-defence or trying to save persons or goods.)
  3. Cardiovascular accidents, those that take place whilst in a state of mental derangement, intoxication or under the effects of toxic drugs or narcotics, and non-organic psychiatric pathologies.
- 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 or tests of speed or resistance 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, jai-alai, long bat, bullfighting, enclosing of 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, and in any event those derived from the use of mopeds, motorcycles, either as the driver or as a passenger.
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.
11. Non-organic psychiatric pathologies (without objective encephalic injuries).



## 9.9 Rights and obligations. Declarations regarding the risk

### 9.9.1 Contracting the insurance policy and its validity

In addition to that specified for the main insurance policy, the policy holder must inform DKV Seguros of the existence of other policies that he has taken out with different insurers and which cover the effects of the same risk that may affect the same item and the same person. The non-fulfilment of this duty can only give rise to a claim for the damages and the losses that it generates. DKV Seguros cannot deduct a quantity for this concept from the sum insured.

If any of these changes represent an increase in risk, that stipulated in 9.9.2. of these General Conditions will be applied. If on the contrary it represents a decrease in risk, that stipulated in Section 9.9.3. will be applied.

### 9.9.2 Increase in risk

1. In the event that during the validity of the policy, DKV Seguros became aware of, or was informed of an increase in risk, he can propose a modification of the conditions of the contract within a term of two months, starting from the day on which he became aware of the increase in risk. In such a case, the policy holder has a period of fifteen days, from when he receives this proposal, to accept it or to reject it.

In the event of the policy holder rejecting the proposal or not answering, DKV Seguros can, once this period has expired, cancel the contract with prior warning to the policy holder giving him a new period of fifteen days. Once this period has expired, DKV Seguros will inform the policy holder of the definitive cancellation within the following eight days.

2. Similarly, DKV Seguros may cancel the contract informing the insured person in writing within one month starting from the day on which he became aware of the increase in risk.
3. If a catastrophe occurs without a declaration of the increase in risk having been made and the policy holder or the insured person have acted in bad faith, DKV Seguros will be released from their obligation. Otherwise the benefit from DKV Seguros will decrease proportionally according to the difference between the agreed premium and that one that would have been applied if the real risk had been known. (see Section 2.: Proportional Rule).
4. If during the validity of the insurance policy, an increase in risk that would have led to an increase in the premium, took place and the contract were cancelled for this reason DKV Seguros has the right to the full premium charged. Whenever this increase takes place for causes unknown to the insured person, he is entitled to a refund for the part of the premium paid corresponding to the period pending of the current annuity.

5. If the content of the policy differs from the proposal made or the agreed clauses, the policy holder has the right to request that DKV Seguros, within the term of one month starting from the delivery of the policy, corrects the existent divergence.

Once this term has expired and if no such request has been made, that stipulated in the policy will be binding.

### 9.9.3 Decrease in risk

1. The policy holder or the insured person must, during the course of the contract, inform DKV Seguros of all the circumstances that diminish the risk and which are of such a nature that if they had been known by him when making the contract, he would have done so with more favourable conditions for the policy holder.

2. In such a case, when the current period covered by the premium expires, DKV Seguros will reduce the future premiums by the corresponding proportion.

Otherwise when the contract expires, the policy holder or insured person is entitled to a refund of the difference between the premium paid and the corresponding amount from the moment he informed the insurer of the decrease in risk.

## 9.10 Regulations for processing a claim

### Process for solving discrepancies

1. In the event of an accident covered by this policy, the policy holder, the insured person, their rightful claimants or beneficiaries must inform DKV Seguros within the 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 non-fulfilment 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, hospital admission forms, etc. must be provided at the request of the DKV Seguros.

4. DKV Seguros can claim the damages and losses caused by the delay or failing to inform the insurer 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 rapid recovery:

a) The non-fulfilment of this duty will entitle DKV Seguros to reduce the compensation by the opportune 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, they 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 inscription of the insured person's death in the corresponding Civil Register.
- b)** Medical report(s) from doctors 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 a 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 of the scales stipulated in 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 Law of Insurance Contracts.

**8.** For medical care resulting from an accident to the body, the claim sheet corresponding both 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.

### 9.11 How the compensation is determined

1. If the parts reach an agreement at any moment regarding the amount and the form of compensation, payment will be made within five days starting from the date the agreement is 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 act accordingly.
4. In the event that the experts reach an agreement, this will be reflected in a combined record which will detail the causes of the damage, the evaluation of the damages, the other circumstances that influence the determination of 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 are 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.

## 9.12 Paying the compensation

1. The payment of the compensation will comply with 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.
- › 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 they believe is due according to the circumstances known to them.

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 policy holder 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 Law of Insurance Contracts.

6. In the supposition that 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 Law of Insurance Contracts.

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.

## 9.13 Compensation clause for the consortium of insurance compensation for losses due to extraordinary events when insuring people in Spain

According to that stipulated in the revised text of the Legal Statute of the Consortium of Insurance Compensation, approved by Royal Decree 7/2004, October 29, and modified by the law 12/2006 of May 16 and Royal Decree 1386/2011 of 14 October, the policy holder of an insurance contract that obligatorily pays a surcharge to the aforementioned public entity is able to contract the coverage of the extraordinary risks with any insurance company that satisfies the conditions required by the effective legislation.

The compensation for catastrophes that take place due to extraordinary events that occur in Spain and that affect risks in Spain will be paid by the Consortium of Insurance Compensation when the insured person has paid the corresponding surcharges and one of the following situations takes place:

- a) That the extraordinary risk covered by the Consortium of Insurance Compensation is not covered by the insurance policy taken out with the insurance company.
- b) That, even being covered by this insurance policy, the obligations of the insurance company could not be satisfied having been declared judicially insolvent, or being subject to a procedure of being wound up or this had been assumed by the Consortium of Insurance Compensation.

The Consortium of Insurance Compensation will adjust its activity to that stipulated in the mentioned Legal Statute, in the Law 50/1980, of in the Law 50/1980, of October 8, for Insurance Contracts, for the Regulation of the Insurance of Extraordinary Risks approved by the Royal Ordinance 300/2004, of February 20, and complementary dispositions.

## Summary of legal regulations

### 1. Extraordinary events covered

- a) The following natural phenomena: earthquakes and seaquakes, flash floods (including sea storms), volcanic eruptions, cyclones (including extraordinary winds with gusts superior to 120 km/h, and tornadoes) and falling meteorites.
- b) Those caused violently as a consequence of terrorism, rebellions, sedition, mutinies and riots.
- c) Acts of the Armed Forces or of the Security Forces in times of peace.

### 2. Excluded risks

- a) Those that should not receive compensation according to the Law of Insurance Contracts.
- b) Those caused to persons insured by an insurance contract different to those in which the surcharge payable to the Consortium of Insurance Compensation is obligatory.
- c) Those produced by armed conflicts, even when there has been no official declaration of war.
- d) Those related to nuclear energy without that stipulated in the Law 25/1964 of April 29 regarding nuclear energy being affected.

- e) Those produced by natural phenomena different to those indicated in Article 1 of the Regulation of the Insurance of Extraordinary Risks, and in particular, those produced by the elevation of the water table, movement of hillsides, landslides or build up of earth, rock falls, and similar phenomena, unless these were professedly caused by the action of rain which had also caused a situation of extraordinary flooding in the area and which occurred with similar characteristics to this flood.
- f) Those caused by riots during the course of meetings and demonstrations carried out in accordance with the Organic Law 9/1983, of July 15, as well as during the course of legal strikes, unless the mentioned acts could be qualified as extraordinary events in accordance with Article 1 of the Regulation of the Insurance of Extraordinary Risks.
- g) Those caused by bad faith of the insured person.
- h) Those corresponding to catastrophes that took place before the payment of the first premium or when, in accordance with that stipulated in the Law of Insurance Contracts, the coverage of the Consortium of Insurance Compensation is suspended or the insurance contract is cancelled due to non-payment of the premiums.
- i) The events that are qualified by the Government due to their magnitude and severity as “catastrophes or national disasters”.

### 3. Extension of the coverage

The coverage for extraordinary risks will extend to the same individuals and for the same sums as those established in the insurance policy regarding the coverage of ordinary risks.

In the life insurance policies which, in accordance with that foreseen in the contract, and according to the applicable regulations governing private insurance, generate mathematical provision, the coverage of the Consortium refers to the capital at risk for each client. That is to say, the difference between the insured sum and the mathematical provision which, the insurer issuing such must have constituted in accordance with the aforementioned regulations. The amount corresponding to the aforementioned mathematical provision will be satisfied by the aforementioned insurer.

## **Procedure in the event of a claim for compensation from the consortium of insurance compensation**

In the event of a claim, the insured person, policy holder, beneficiary, or their respective legal representatives should notify within a maximum period of seven days of having become aware of the occurrence of the catastrophe. To do so there are three channels available: the insurance company, his mediator or directly to the corresponding regional Delegation of the Consortium, according to the place where the catastrophe took place,. The notification should be formulated in the established pattern to that available in the web page of the Consortium ([www. consorseguros. es](http://www.conorseguros.es)) or in their offices or those of the insurance company, to which the necessary documentation must be sent, depending on the nature of the injuries.

To clarify any doubts regarding the process to follow, the Consortium of Insurance Compensation has the following helpline available for insured clients 902 222 665.



# 10.

## **Funeral insurance**

Guaranteed payment to the beneficiary of a lump sum 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 up to this amount.

### **Non insurable persons**

People that cannot take out this insurance are specified below:

1. Those over 65 years and under 14 years.

Nevertheless, in the first case, DKV Seguros may accept the yearly extensions in year of existing contracts. This will expire at the end of the annuity in which the insured person reaches 70 years of age.

# 11.

## Complementary coverage regulations

### 11.1 Payment of premiums for complementary insurance coverage

These will have the same payment regime as the Health policy. The duration and expiry will be adjusted to those of the main policy.

### 11.2 Regulations for complementary insurance coverage

That not expressly regulated in the complementary insurance, will be subject to the general conditions of the main policy, wherever applicable

### 11.3 Automatic revaluation

The insured amounts as well as the corresponding premiums for this contract of Individual accident insurance will be automatically revalued at the end of each year by the same proportion as the annual rate of the Retail Price Index for Consumption published by the National Institute of Statistics.

The revaluation of the compensation will have its corresponding effect in the premium due and will be reflected in the receipt.

### 11.4 Subrogation

1. Exclusively for the “Health Care” guarantee, DKV Seguros may exercise, at his expense, the rights and actions which, due to the claim, may correspond to the insured person against those responsible for the accident.

He cannot exercise the subrogated rights to his own detriment.

2. If required, the insured person is bound to ratify this subrogation and award the relevant powers and accept responsibility for any harm, due to his acts and omissions, that he may cause DKV Seguros with his right to subrogate.

## 11.5 Prescription and jurisdiction

1. The actions derived from the contract prescribe after five years, starting from the day on which they may be carried out.
2. The competent judge for the derived actions of the contract will be that corresponding to the insured person's residence in Spain. Anything agreed to the contrary is null and void.

## 11.6 Notifications

1. The notifications made by a broker to DKV Seguros, on behalf of the policy holder, will have the same effects as if they had been made by the policy holder himself, unless otherwise stipulated.
2. The payment of the premiums made by the policy holder to the broker will not be understood to have been made to DKV Seguros unless, the broker gives the policy holder the official receipt for the premium from DKV Seguros.
3. The notifications that the policy holder makes to the insurance agent who mediates or has mediated in the contract will have the same effects if they had been made directly to DKV Seguros.
4. So that they are contractually valid, the notifications between the insured person (or his broker) and DKV Seguros (or its agent) must be made in writing.

# Appendix I: Travel assistance

## 1. Prior dispositions

### 1.1 Insured person

The individual residing in Spain, beneficiary of a health care insurance policy of DKV Seguros.

### 1.2 Territorial scope of the insurance policy

The insurance is valid anywhere in the world, starting from the provincial limit of the insured person's habitual residence.

Only the guarantees 2.1.1.1, 2.1.2.1, 2.2.8 and the guarantee 2.2.2 referring to hotel expenses are not applicable in Spain, and 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 Direct Medical Expenses

##### 2.1.1.1 Medical, pharmaceutical, surgical, hospitalisation 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 20.000 EUR.

### 2.1.1.2 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 150 EUR.

### 2.1.2 Indirect costs

#### 2.1.2.1 Extended stay in a hotel

When the previous guarantee of payment of medical expenses (2.1.1.1) is applicable DKV Seguros will cover the expenses of the insured person's extended stay in a hotel, after hospitalisation with written medical prescription, up to an amount of 30 EUR per day and with a maximum of 300 EUR.

#### 2.1.2.2 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.

The means of transport used in Europe and Mediterranean coastal countries, when the emergency and the seriousness of the case requires it, 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.

#### 2.1.2.3 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 the burial or their home in Spain.

If the relatives were the insured deceased person's children under 15 years of age who didn't 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 the burial or their home in Spain.

If the insured deceased person had travelled alone, DKV Seguros will arrange the return trip for a relative to accompany the cadaver

## 2.2 Other guarantees

### 2.2.1 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) beforewhen 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.

### 2.2.2 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. Also, if the hospitalisation takes place abroad, DKV Seguros will cover the expenses of the relative's stay in a hotel, on presenting proof of such, up to 30 EUR daily, with a maximum of 300 EUR.

### 2.2.3 Premature return home

If during a trip, when the insured person was away from his habitual home, a fire or serious catastrophe occurred, 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.

Also, 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.

### 2.2.4 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 situated.

### **2.2.5 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.

### **2.2.6 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.

### **2.2.7 Delivery of documents**

If the insured person requires some documents that have been forgotten, DKV Seguros will arrange for their delivery to the destination.

### **2.2.8 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 1.500 EUR.

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 required bail from the insured person, DKV Seguros will advance this, up to a limit of 6.000 EUR.

The insured person must refund 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 the insurer immediately.

### **2.2.9 Travel assistance**

When the insured person requires information about the countries that he will visit such as, for example, entrance formalities, concession of visas, currency, economic and political conditions, population, language, level of health care, etc; DKV Seguros will provide him with this general information if requested by means of a phone call or electronic mail.

### **2.2.10 Transmission 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.



### 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), 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 Events due to the practice of sports in competition and the rescue of people at sea, in mountains or in deserts.**

**3.1.7 Any medical or pharmaceutical expenses under 10 EUR**

**3.1.8 Expenses corresponding to the burial and funeral ceremony.**

### 4. Additional dispositions

In the telephone communications requesting the services of the indicated guarantees, the following must be clearly indicated: the insured person's name, the policy number of the health care policy or the card number, the place where they are located, a telephone number and the type of assistance required.

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 would 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 services and those of health care repatriation should be made by agreement with the doctor of the hospital centre that is attending to the insured person and 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 fixed in the guarantees will be in any event complement to the contracts that the insured person may have covering the same risks, the benefits from social security or of any other body.

DKV Seguros is subrogated in the rights and actions that can 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 inherent services of the previous guarantees, it is essential that the insured person requests their intervention, from the moment of the claim arising, by calling the following telephone number (reversing the charges if necessary):  
+34 91 379 04 34.**



Appendix II:  
Exclusive coverage  
of DKV Modular in  
its individual  
modality

## 1. Previous dispositions

### 1.1 Insured persons

The individual, residing in Spain, beneficiary of the health care insurance of DKV Seguros in its individual contracting modality.

### 1.2 Individual insurance modality

For the effects of the 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 bond other than the interest of insuring, being first degree relatives (the holder, spouse or common law partner, and their non emancipated children under 30 cohabiting in the same family residence), and whose coverage in any case is carried out by means of obligatory adhesion (closed collective) or voluntary (open or cofinanced collectives) to some contracting conditions and/or single contract previously agreed with DKV Seguros and the contracting collective.

### 1.3 Duration of the insurance

The same as that of the main coverage of the health care insurance.

### 1.4 Validity

To be able to take advantage of the guaranteed services, the insured person should have his habitual home and reside in Spain.

## 2. Complementary exclusive coverage

The contracting of the insurance policy DKV Modular in its individual modality is the only one that grants the insured person access to the following additional guarantees:

### 2.1 Refund of health care expenses from abroad for serious illnesses

#### 2.1.1 Territorial scope

The insured person may access the medical and/or surgical treatment of any of the serious diseases listed below and included in this guarantee, in the form of reimbursement of expenses, with coverage and limits that are listed. To do so, it is necessary to accredit it as one of these aforementioned diseases, through a medical report, with it having been previously diagnosed in Spain while the insurance policy is in vigour.

#### 2.1.2 Object of the coverage

The maximum coverage of DKV Seguros for the illnesses stipulated below is **80% of the amount of the invoices paid by the insured person for his treatment, up to a total limit of 16.000 EUR 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 4 “Description of the coverage” of the general conditions):

**2.1.2.1 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).

**2.1.2.2 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 leukaemia. **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.

**2.1.2.3 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.

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

### 2.1.2.5. 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.

**Also, the expenses of health care abroad for these serious illnesses are covered, but with the limits and specified coverage exclusions specified in the general conditions of the policy (See section 5 “Excluded coverage” and section 6 “Periods of grace”).**

### 2.1.3 Access to the coverage: specific regulations

**a)** 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 serious illness previously diagnosed in Spain during the validity of the insurance and covered by this guarantee, and present the medical reports with the definitive medical diagnosis that confirms he is suffering from the same.

**b)** In a maximum term of fifteen days, the policy holder 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 the nature of the illness.

For the presentation of this documentation, DKV Seguros will provide him with 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 checks that DKV Seguros considers necessary.

The non fulfilment of this duty may result in the refund being rejected.

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

- › Once presented the refund form has been submitted together with the reports and original invoices accrediting 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 translating the report, invoices or receipts of medical fees will only be paid by DKV Seguros if they are in English, German, French or Portuguese.

If they are in another language, they must be paid by the insured person.

d) Once the refund of expenses has been made, DKV Seguros is entitled to exercise the subrogation right, with the limits specified in these conditions general (See section 3.5 “Subrogation clause”).

**2.1.4 Delimitations of the coverage**  
**The health care expenses abroad for the serious illnesses detailed in this Appendix are covered with the modality, territorial scope, form of access, limits of coverage and excluded risks that are stipulated in APPENDIX II itself:**

Section 2 “Basic Concepts. Definitions”,  
 Section 3 “Modality and extension of the insurance policy”,  
 Section 4 “Description of the coverage”,  
 Section 5 “Excluded coverage” and  
 Section 6 “Periods of grace”.

## **2.2 Refund of the expenses for services of family care and/or care for dependence, having been awarded a grade 3 dependence due to an accident**

### **2.2.1 Object of the coverage**

DKV Seguros guarantees in the event of the insured person and/or person acting on his behalf (legal guardian) demonstrating the recognition awarded by the “System for autonomy and care for dependence” (SAAD) of a state or situation of Dependence Grade **after an accident covered by the insurance policy, starting from the effective date of this coverage**, the refund of 100% of the amount of the invoices paid for family care services and/or care for dependence, **up to a maximum limit of 10.000 euros per insured person**. The compensation is guaranteed provided it corresponds to expenses for social health care services included in this coverage, **and subject to the limitations and exclusions specified in the General Conditions of the policy (see Section 5.a 5.c 5.d 5.e “Excluded coverage”) and Appendix II (section 2.2.3).**

For the effects of this coverage, Dependence Grade 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.



**The social-health care services and family care services or care for dependence, carried out by professional assistants, which this guarantee covers, are:**

#### 2.2.1.1 Care services in the home:

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

#### 2.2.1.2 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
- › Specialized care day centres.
- › Night centres

#### 2.2.1.3 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.**

#### 2.2.1.4 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.

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 10.000 euros per insured person. **To do so it is essential to present the resolution awarding the insured person the situation of Dependence Grade 3 (level 1 or 2) from the competent administrative body of the “System for autonomy and care for dependence” of their autonomous community, 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 10.000 euros for this concept during the validity of the insurance policy, through the modality of refund of expenses.**

### **2.2.2 Access to the coverage**

#### **a) Requirements to be beneficiary of the coverage of dependence:**

- › To be entitled to the benefit for dependence in Spain and 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 the application for the refund of expenses for Dependence Grade 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 5.a 5.c 5.d and 5.e “Excluded Coverage” of the General Conditions) or specifically excluded from the dependence coverage (section 2.2.3 of this Appendix).
- › To be in a situation of Dependence Grade 3, according to the grades established in the Law of Dependence 39/2006 of December 14, and the Scale of valuation of dependence (Real Ordinance 504/2007, of April 20) currently valid in Spain.

- › To submit the resolution, dated and signed, with the qualification or recognition of the situation of Dependence Grade 3 granted by the competent administrative body of the “System for the Autonomy and Attention to the Dependence” of the autonomous community, specifying the causes and the circumstances of the dependence situation.

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

To be a beneficiary of the dependence refund, the insured person must present the whole granting of dependence procedure contributing the following documents (original or validated copies):

1. Personal, family and professional data of the insured person who is recipient of the benefit.
2. Qualification granted by the competent administrative body of the “System for the Autonomy and Care for Dependence.” Specifying the causes and the circumstances of the dependence situation.
3. Medical reports with the conditions of the dependent’s health, and the social report made by the social worker.
4. All the additional documents required to be able to grant the right to receive the benefit.
5. Resolution issued and the date, with the qualification or recognition of the situation of Dependence Grade 3, starting from which 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 in this way is fully valid, effective and final for DKV Seguros.
- › The invoicing of expenses paid 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.

**2.2.3 Excluded risks of the coverage**

Excluded from the coverage for dependence:

**1. The refund of expenses for services of family care and/or care for dependence not detailed in Appendix II of the General Conditions.**

**2. The refund of expenses for services of family care and/or care for dependence detailed in Appendix II of the General Conditions, when the situation of Dependence grade 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 5.c 5.d, 5 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, although these have not been the cause of the accident..

**d)** is a consequence of accidents whose origin were in acts of rash imprudence or serious fault, attempted suicide, and those derived from the participation in bets, competitions, challenges, fights or aggression.

e) is produced by accidents derived from the practice of the following sports: automobile or motorcycle races and in any of their modalities, hunting, scuba diving, sailing in crafts not dedicated to the public transport of passengers, horse riding, climbing, mountaineering, pot holing, 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.

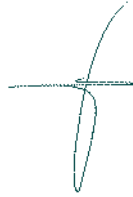
**3. The refund of the expenses for services of family care and/or care for dependence, with the right to the benefit having been extinguished, on the insured person having previously received the maximum capital guaranteed by this concept during the validity of a previously contracted health care insurance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

The policy holder, to the effects stipulated in Article 3.º of the Law of Insurance Contracts, recognises having received a copy of the present General Conditions and Appendices of the contract, accepting them by means of his signature and expressly states his full acceptance of the limiting and delimiting clauses included within, and especially, the exclusions of coverage that are expressly stipulated in Sections 5.º and 9.8º which have been clearly, explicitly and separately indicated and whose content he is aware of and understands as having been read.o.

The policy holder

The insured person

for DKV Seguros S.A.E.  
Chief Executive Officer

A handwritten signature in black ink, consisting of a horizontal line with a vertical stroke crossing it, and a large, stylized loop extending downwards and to the right.

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