

DKV DENTISALUD

Because I like to laugh

GENERAL CONDITIONS

DKV
MEDICAL INSURANCE

Enjoy good Health!

a member of **MUNICH HEALTH** 

**DKV DENTISALUD
INSURANCE POLICY**

Avda. César Augusto, 33
50004 Zaragoza
Tel. (+34) 976 28 91 00
Fax (+34) 976 28 91 49

FULLY PAID-UP SHARE CAPITAL: 45.059.975 EUROS

DKV Seguros y Reaseguros S.A.E., inscribed in the Special Register of the Department of Insurance and Pension Funds by M.O. dated July 12, 1956. Address: Avda. César Augusto, 33, 50004 Zaragoza (Spain). Zaragoza Company Register, vol 1711, page 156, sheet Z-15152. Fiscal ID A-50004209.

Mod. RE CON-04400
Latest edition: January 2012

3DNPo.CG/05_V4i

The full contents of this contract and appendices are the Copyright of DKV Seguros. The partial or full reproduction of the same is forbidden without the due authorisation. All rights are reserved.

DKV Seguros makes this document available to all those who request it for their analysis and consultation, even without interest of subscribing, to contribute to the clarity and transparency of the information of the company and of the insurance sector in general.

TABLE OF CONTENTS

	Page
LETTER FROM THE CHIEF EXECUTIVE OFFICER	5
FREQUENTLY ASKED QUESTIONS AND ANSWERS	8
GENERAL CONDITIONS	12
1. Preliminary clause	13
2. Basic Concepts: Definitions	14
3. Modality and Extension of the insurance policy	18
3.1 Object of the insurance policy	18
3.2 Modality of the insurance policy	18
3.3 Access to Coverage	19
3.4 Care via means other than the corresponding DKV Dental Care Network	19
3.5 Subrogation clause or surrender of rights	19
4. Description of the coverage	20
4.1 General Benefit	20
4.2 Benefit for accident	20
5. Excluded coverage	22
6. Periods of grace	23
7. Base of the contract	24
7.1 Perfection of the contract and duration of the insurance policy.	24
7.2 Other obligations, duties and faculties of the policy holder or insured person.	24
7.3 Other obligations of DKV Seguros	25
7.4 Payment of premiums.	25
7.5 Loss of rights and cancellation of the insurance contract.	27
7.6 Notifications	27
7.7 Special health risks.	27
7.8 Taxes and surcharges	28
7.9 Jurisdiction.	28

LETTER FROM THE CHIEF EXECUTIVE OFFICER

“In DKV Seguros we like transparency and communication”

Dear client,

Several years ago, DKV Seguros started the “Clear Language” programme, a pioneering initiative whose intention was to promote a change in the language of the insurance sector.

From the conviction that the lack of transparency produces distrust, the company carried out a revision of all the documentation that we use with our insured clients, with the objective of offering them **simple, easy to understand, direct language that is close to them**, far from the technical terms and the so called “small print”, something that gives special importance to insurance contracts.

“Clear language” is part of the commitment of DKV Seguros to offer an excellent service to the client, a line of strategic performance for our company that is in keeping with the range of products and services incorporated into the DKV Seguros programme of managerial responsibility. The initiative has had the support and collaboration of independent entities and has caught the interest of various consumers’ organisations.

**“Clear language is part
of the commitment of DKV Seguros
to offer an excellent service to its clients”**

Recently, **our cooperation with the Consumers’ Association of Spain (UCE) has been strengthened with the signing of a new agreement** that extends the scenario of this relationship of working together to the sector as a whole, with the launching of informative actions and research aimed not only at consumers & users, but also at various agents and insurance companies.

Moreover, DKV Seguros has honed the contracts of its products so that the coverage is expressed with clarity, both in layout and content, so that our insured clients clearly understand the services that their insurance policy offers them.

In DKV Seguros, we say that we don’t like small print because **we fully trust the quality of our products**, whose design and place in the market are based on the principle of innovation and on the ability to give an answer, in a flexible and personal way, to the needs of each one of our clients.

Lastly, let me remind you that, for any consultation or administrative step, DKV Seguros has its Call Centre (902 499 499) and its page web (www.dkvseguros.com) at your disposal, where you can find information and additional services.

Thank you for placing your trust in us.
Yours faithfully,

A handwritten signature in black ink, consisting of a series of loops and a horizontal line, identifying Dr. Josep Santacreu Bonjoch.

Dr. Josep Santacreu Bonjoch
Chief Executive Officer
DKV Group

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 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 Dentsalud card(s) and information about the dental directory or DKV Dental Care Directory that contains details of the dental specialties and treatment, periods of grace and tariffs of subsidised treatment (in Eur) to be paid by the insured person to have access to the service, according to the DKV Dentsalud 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.

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 provided that demonstrable notification is given with a minimum of two months' notice.

WHAT HAPPENS TO MY PERSONAL DATA?

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

The insured person's health data may only be given to a third party when it is necessary for the insured person himself to receive dental services that are included, or subsidised, in the coverage of the policy.

DKV Seguros is also authorised to send the policy holder and/or insured person information about products or services that may be of the 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.

MODALITY AND EXTENSION OF THE INSURANCE POLICY

HOW MANY CONTRACTING MODALITIES HAS DKV DENTISALUD?

Two. DKV Dentsisalud Classic and Elite.

WHAT ARE THE DIFFERENCES BETWEEN THE TWO DKV DENTISALUD MODALITIES-CLASSIC AND ELITE?

The cost of the subsidised dental treatment, the benefits included, and in certain cases, the periods of grace.

IS IT NECESSARY TO MAKE A DENTAL HEALTH DECLARATION TO TAKE OUT DKV DENTISALUD CLASSIC OR ELITE?

No, it is not necessary.

DKV DENTISALUD CARD

CAN A DENTIST IN THE "DKV DENTAL CARE DIRECTORY" ASK ME FOR MY DKV DENTISALUD CARD IN CERTAIN SERVICES?

Yes. Your DKV Dentsisalud card is the means by which you are identified as a client in the DKV Dental Care Directory and you will be asked to show it.

WHAT SHOULD I DO IF I LOSE MY DKV DENTISALUD?

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

HOW CAN I CONTACT DKV SEGUROS?

By ringing the DKV Seguros Call Centre on 902 499 499; by Internet at the address: www.dkvseguros.com, or going in person to any of the offices of DKV Seguros.

PAYMENT

DO I PAY THE SAME EVERY MONTH?

Yes.

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. with the corresponding discount.

DENTAL SERVICES

CAN I GO TO ANY DENTAL CLINIC?

No. Only those that appear in the dental directory or “DKV Dental Care Network”.

CAN I GO TO THE DENTIST THE DAY AFTER TAKING OUT THE DKV DENTISALUD POLICY?

Your coverage will be effective as soon as the first premium has been paid and you receive the policy and the card.

DO I NEED TO REQUEST AN AUTHORISATION FROM THE DKV DENTAL NETWORK TO USE A DENTAL SERVICE?

No, you don't need to request an authorisation.

ARE THERE PERIODS OF GRACE FOR ACCESS TO SOME OF THE DENTAL SERVICES IN DKV DENTISALUD?

Only for some treatments, with greater coverage, in the modality DKV Dentisalud Elite. DKV Dentisalud Classic doesn't have any periods of grace.

ARE DENTAL PATHOLOGIES PRIOR TO CONTRACTING THE POLICY COVERED?

This policy covers the existing dental ailments prior to it being taken out.

HOW MANY DENTAL CLEANS DOES THE POLICY COVER A YEAR?

Those necessary, whenever they are requested by a dentist in the “DKV Dental Network”.

WHAT HAPPENS IF I CAN'T GET A CERTAIN TREATMENT IN MY AREA?

DKV Seguros will provide you with access to the treatment in the area that you choose where suitable means to carry it out are available.

IS DENTAL CARE ABROAD INCLUDED?

No. The “DKV Dental Network” only provides dental care in Spain.

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 the Clients' Attention Service. To do so it should be sent to DKV Seguros' head office at Avda. César Augusto, 33, 50004 Zaragoza Telephone: 902 499 499 Fax: 976 28 91 35, or via e- mail to atencioncliente@dkvseguros.es

You can also send it to the 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”).

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 Avda. César Augusto 33, 50004 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 and the Appendix to the Coverage (Chapter 3 of 'The DKV Dental Care Directory'), The Particular and Special Conditions, and the Supplements or Appendices issued for these. The transcriptions or references to laws require no expressed acceptance.

The policy holders of the insurance, insured persons, beneficiaries, affected 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: Avenida César Augusto 33, 50004 Zaragoza, telephone 902 499 499, fax 976 28 91 35, or via e-mail by sending it to: atencioncliente@dkvseguros.es.

The client may select the way and address at which he would like the reply to be made. 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 term has elapsed and if he is not fully satisfied with the proposed solution, he may visit the Commissioner for the Defence of Clients of Financial Services, situated at P.º de la Castellana 44, 28046 Madrid, where on showing the previous procedure made to DKV Seguros he will be able to make an official appeal.

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

2.

BASIC CONCEPTS. DEFINITIONS

For the 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.

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.

APPENDIX OF COVERAGE

Complementary document, integrated in the “DKV Dental Care Directory” (Chapter 3) and included in these General Conditions forming an integral and inseparable part of them. In it the details of the dental specialties and their specific treatments are described, their periods of grace and the cost of subsidised services (in euros) that the insured person must pay, if applicable,

for access to a specific dental service according to the modality, Classic or Elite, of DKV Dentsalud that he has contracted.

C

CENTRE OR DENTAL CLINIC

A public or private establishment legally authorised for the diagnosis and treatment of illnesses, injuries or accidents related with the mouth, and equipped with the material and human means necessary to carry them out.

CLAIM

An incident whose consequences are covered, totally or partially, by some of the guarantees of the policy.

A set of services derived from the same cause is considered to be a single claim.

D

DENTAL CARE

Service provided by a stomatologist or dentist legally qualified to do so.

DENTAL ILLNESS

An alteration of the state of dental health that occurs during the validity of the policy that is not a consequence of an accident and whose diagnosis and confirmation has been made by a stomatologist or dentist legally recognized in Spain, to provide his services.

DENTAL PROSTHESIS

The element or artificial device that, implanted in a temporary or permanent way in the oral cavity by means of a special operative technique, in the event of the absence, defect or anomaly of one or more dental pieces, substitutes or restores, either totally or partially its physiological function.

DENTIST

Graduate in Dentistry. Professional specialising in the diagnosis and treatment of illnesses related with the oral cavity.

“DKV DENTAL NETWORK”

Set of health care professionals and establishments associated to DKV Seguros throughout Spain that expressly feature in the catalogue or dental directory distributed by DKV Seguros, which is valid at the moment of the provision of the care. These catalogues detail the sub specialities offered in each centre as well as the address, telephone and opening hours.

Chapter 3 also contains the “Appendix to the coverage”, a complementary document, integrated in the General Conditions that describes the details of the dental specialties and their specific treatments, their periods of grace and the cost of subsidised services (in euros) that the insured person must pay, if applicable, for access to a specific dental service according to the modality, Classic or Elite, of DKV Dentsalud that he has contracted.

H

HEALTH CARD

Document that remains the property of DKV Seguros that is given to each insured person included in the policy and whose use, which is personal and non transferable, is necessary to use the services covered in the insurance contract.

I

IMPLANT

Health care product designed to be fully or partially inserted in the human body by means of surgery or a special technique, for diagnostic, therapeutic and/or aesthetic purposes, and intended to remain there after this intervention.

IMPLANTOLOGY

Dental speciality that is devoted to the replacing of missing dental pieces by means of the fitting of titanium posts in the maxillary, by means of roots (inside the alveolar bone) which can later have artificial teeth in a part designed for it.

INSURED PERSON

The individual who receives the health care.

INSURER

DKV Seguros y Reaseguros S.A.E.

M

MAXILOFACIAL SURGERY

Surgery related to the maxillary bones, jaw and bones of the face.

O

ORTHODONTICS

Dental specialty that is devoted to the prevention, diagnosis and treatment of anomalies of the shape, position, relationship and function of maxillofacial cavities, and if applicable correction of the malformations and defects of teeth, maintaining them in a good state of health and harmony, by means of the use and control of different types of forces.

P

POLICY

The insurance contract, the written document that contains the General Conditions and ‘the Appendix to the Coverage’, the Particular Conditions, the Special Conditions, plus the Supplements or Appendices that are issued to establish additions to, complement or modify them.

The Appendix to the Coverage’ is a complementary document integrated in the ‘DKV Dental Care Network’ (Chapter 3).

POLICY HOLDER

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

PREMIUM

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

S

STOMATOLOGIST

Graduate or Doctor in Medicine and Specialist Surgery in Stomatology.

Medical professional specialising in the diagnosis and treatment of illnesses related with the mouth.

SUBSIDISED FEE

Amount that the insured person must pay to the health care professional or dental surgery for the non gratuitous dental services that are covered by his insurance policy.

The subsidised fee is below the market price. The subsidised fee for each dental service, according to the DKV Dentisalud modality taken out, is detailed in the “Appendix of Coverage” (Chapter 3) the “DKV Dental Care Network”, and can be adjusted annually.

S

SURGICAL INTERVENTION

An operation with diagnostic or therapeutic purposes, carried out by means of an incision or other internal approach, made by a surgeon or a surgical team that, usually, requires the use of an operating theatre in an authorised health centre.

3.

MODALITY AND EXTENSION OF THE INSURANCE

3.1 OBJECT OF THE INSURANCE POLICY

DKV Seguros, within the limits established in these General Conditions and with any applicable subsidies and periods of grace that are detailed in the Appendix to the Coverage of the “DKV Dental Care Network”, (chapter 3) and the Particular and Special Conditions, according to the modality of DKV Dentsisalud contracted, covers the dental care that is stipulated in the description of the coverage of the policy, with the prior receipt of the corresponding premium. All the services covered by the policy will be carried out as outpatient treatment.

3.2 MODALITY AND EXTENSION OF THE POLICY

The payment by the insured person of certain subsidised fees in the associated dental network to gain access to specific dental services described in the “Appendix of Coverage” of the DKV Dental Care Directory (Chapter 3) forms part of the regulations of use of this insurance.

The policy DKV Dentsisalud according to the level of the subsidised fees, has two contracting modalities:

- > DKV Dentsisalud Classic has higher fees for the insured person to pay for the dental services than those in DKV Dentsisalud Elite.
- > DKV Dentsisalud Elite has lower fees for the insured person to pay for the dental services than those in DKV Dentsisalud Classic. Also, some dental treatments will have periods of grace (see Section 6).

In both modalities, the insurance policy is based on the free choice of professionals and dental surgeries from those listed in the “DKV Dental Care Directory.”

If some of the services that are included in the contract are not available in a specific area, they will be provided in a location of the insured person's choice where they are offered.

The right to a free choice of stomatologist or dentist, or dental surgery, represents the absence of direct, indirect or subsidiary responsibility of DKV Seguros for the acts of whom DKV Seguros have no control due to the protection of professional secrecy, the confidentiality of health data and the prohibition of unqualified third parties in health care activity.

The modality is that stipulated in article 105, paragraph 1º of the Law of Insurance Contracts-payment of health care expenses-, without assuming directly the provision of those services that are given by qualified professionals and surgeries. In the event of medical or hospital malpractice, the insured person has the obligation to take action exclusively against the professionals or surgeries that intervene directly in the provision of the service and their respective insurance companies of civil responsibility, renouncing any action against DKV Seguros.

3.3 ACCESO A LAS COBERTURAS

DKV Seguros will provide the policy holder with the card DKV Dentisalud, whose use is personal and non transferable, as a means of identification for each beneficiary and information about the “DKV Dental Care Directory” (dental directory) with details of the associated services –health care professionals, diagnostic centres and complementary services– as well as their addresses and opening hours.

The “DKV Dental Care Directory” in chapter 3, contains the “Appendix of Coverage” of the General Conditions, with the details of dental specialties and their treatments, their periods of grace and the cost of subsidised services (in euros) that the insured person must pay, if applicable, for access to a specific dental service according to the modality, Classic or Elite, of DKV Dentisalud that he has contracted.

The services covered by the policy are of free access.

To accredit himself to any doctor or dental surgery in the “DKV Dental Care Network”, the insured person must present his DKV Dentisalud.

Similarly, he will be obliged to show his ID card or, if applicable, an identifying official document (Passport, Foreign Resident card, etc.) if required.

3.4 CARE VIA MEANS OTHER THAN THE CORRESPONDING DKV DENTAL CARE NETWORK .

DKV Seguros doesn't accept any responsibility for the fees of stomatologists or dentists not included in the “DKV Dental Care Network”.

3.5 SUBROGATION CLAUSE OR SURRENDER OF RIGHTS

Having paid the refund of expenses or providing the service in the event of serious dental accident, DKV Seguros is entitled to exercise the rights and actions that, due to the particular incident, correspond the insured person against the people responsible for such, up to the limit of the compensation paid.

The insured person has the obligation to subscribe in favour of DKV Seguros the necessary documents to facilitate this subrogation.

This subrogation right cannot be exercised against the insured person's spouse nor against any other blood relatives up to the third degree, adopting father or adopted son that cohabit with the insured person.

4.

DESCRIPTION OF THE COVERAGE

The dental specialties, or dental services that you are entitled to with this contract are the following:

4.1 GENERAL PROVISION

The dental services included, the periods of grace and the subsidised dental services are the object of coverage of this insurance policy, according to the modality of DKV Dentsalud contracted, which are described in the Appendix to the Coverage (chapter 3) and included in these General Conditions forming an integral and inseparable part of them.

The dental care will be provided in the associated “DKV Dental Care Network” throughout Spain.

4.2 PROVISION FOR ACCIDENTS

The coverage of the policy includes the refund of expenses for dental treatment as a consequence of a serious dental accident. This is defined as a dental accident that affects more than three dental pieces. In this supposition, the maximum limit of the coverage stipulated is 6.000 euros from the date of the occurrence of the accident, including aesthetic surgery if necessary and within a maximum period of one year.

No subsidies are offered for this coverage.

For this coverage for an accident, the insured person may visit any dentist and DKV Seguros will reimburse the amount paid within the established limits. To do so, the policy holder or insured person must submit the original invoices to DKV Seguros with a breakdown of the treatments carried out.

DKV Seguros will reimburse the policy holder or the insured person the quantities to which he is entitled in agreement with this policy by means of a transfer payment to the current account designated to these effects. The payment carried out in this way will be fully valid, effective and final for DKV Seguros.

Invoices for expenses paid in foreign currencies by the policy holder or insured person will be paid in Spain and in euros applying the exchange rate on the day that the payment was made. If this is not available that of the date of issue of the invoice will be used, or failing that, the date of the provision of the service.

5.

EXCLUDED COVERAGE

Excluded from the general coverage of this insurance policy are:

a) 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).

b) Health care, including dental 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.

c) Maxillofacial surgery and surgical acts that require the use of an operating theatre and/or hospital care, except in the case of provision for a serious accident which affects more than three dental pieces.

d) Health care, including dental care, that is covered by an insurance policy for industrial accidents and professional illnesses or compulsory motor vehicle insurance, according to their specific legislations.

e) Dental specialties and those services not expressly contemplated in the General Conditions and/or in the Appendix to Coverage (chapter 3) of the “DKV Dental Care Directory”, Particular and/or Special Conditions if applicable.

6.

PERIODS OF GRACE

All the dental services that, by virtue of this insurance policy, DKV Seguros assumes, are available for use from the date the contract becomes effective.

Nevertheless, the following services in the modality DKV Dentsalud Elite are not covered by the previous general principle, and have a period of grace of 3 months:

- > Fillings with amalgam or composite (with or without pulp covering) **for children under 15 years of age.**
- > The extraction or surgery for wisdom teeth: erupted, submucosa, with or without dental cyst.
- > Periodontal surgery for dental flap or with a graft.

7.

BASE OF THE CONTRACT

7.1 PERFECTION OF THE CONTRACT AND DURATION OF THE INSURANCE POLICY

This contract has been drawn up on the base of the declarations made by the policy holder of the insurance and the insured person in the previous 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 application or the agreed clauses, the policy holder may request that DKV Seguros, during a period of one month starting from the issue of the policy, corrects the existent divergence.

Once this term has elapsed 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. Any of the contracting parties can oppose this extension by means of written notification sent to the other, made in advance, with a minimum of two months' notice to the date of conclusion of the current year.

7.2 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 higher cost.

c) Inform DKV Seguros as soon as possible of change of habitual profession or address of the insured person.

d) Use all the means at his disposal 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.

e) 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 party, such a right passes to DKV Seguros for the amount corresponding to the health care.

7.3 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 dental directory (DKV Dental Care Directory) for his residential area, in which the permanent centre or centres for emergencies and the associated dentists' timetables and addresses appear.

7.4 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 the perfection of 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 must 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 excess 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.

The policy holder, having been informed of the variation in the premium for the following annuity by DKV Seguros, will be able to choose between extending the insurance contract or cancelling it on the expiry date of the current period. In this last case, the policy holder will notify DKV Seguros in writing of his decision to conclude the contractual relationship.

7.5 LOSS OF RIGHTS AND CANCELLATION OF THE CONTRACT

The insured person loses the right to the guaranteed benefit:

- a) **If, when completing the Health Questionnaire, the policy holder or the insured person do not respond with truthfulness and without mental reservation, either hiding in any conscious way relevant circumstances, or not observing the due diligence to provide the requested data.**
- b) **If an increase in the risk has taken place and the policy holder or the insured person has not notified DKV Seguros previously.**
- 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.

7.6 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 an 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 understood to have been made to DKV Seguros.

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

7.7 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.

7.8 TAXES AND SURCHARGES

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

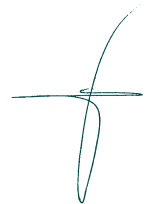
7.9 JURISDICTION

Ordinary courts and tribunals corresponding to the insured person's address in Spain (having the obligation of designating one in Spain if he resides abroad).

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 to be aware of the Appendix to the Coverage, (chapter 3 of the DKV Dental Care Directory), 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 Section 5.º which have been clearly, explicitly and separately indicated and whose content he is aware of and understands as having been read.

The policy holder

The insured person for DKV Seguros S.A.E.
Chief Executive Officer



DKV | ERGO is a team of specialists created to better attend to your needs. While DKV is the specialist that advises you on Medical Insurance, ERGO supplements this integral insurance offer focussing on the areas of Life, Home and Funeral insurance. Being together allows us to specialise in and devote ourselves in depth to the areas that interest you, to continue working for your peace of mind and reassurance.

Together, more reassured.

DKV SEGUROS S.A.E.

902 499 350
dkvseguros@dkvseguros.com | www.dkvseguros.com

We collaborate with:



**Intermón
Oxfam**

DKV integralia 

Fundación para la integración laboral
de personas con discapacidad

CALL CENTRE

Our Call Centre is at your disposal to provide you with all kinds of information or deal with administrative steps. It is the only Call Centre exclusively staffed by disabled people.

