

**DKV TOP HEALTH®**

My health covered 100%, anywhere in the world

**GENERAL CONDITIONS**

**DKV**  
MEDICAL INSURANCE

This translation is merely intended as aid to a better understanding of the Spanish text. Only the Spanish version of the General Conditions is legally binding.

*Enjoy good Health!*

a member of **MUNICH HEALTH**



**INSURANCE POLICY  
DKV TOP HEALTH®**

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**FULLY PAID-UP SHARE CAPITAL: 66.110.000 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).

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DKV Seguros makes this document available to all those who request it for their analysis and consultation, even without interest of subscribing, as a part of its aim 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
HEALTHY LIVING PLAN: “VIVE LA SALUD” . . . . .	17
ADDITIONAL SERVICES . . . . .	21
INSURANCE POLICY: GENERAL CONDITIONS . . . . .	27
1. <b>Preliminary clause</b> . . . . .	28
2. <b>Basic Concepts. Definitions</b> . . . . .	29
3. <b>Modality, extension &amp; territorial scope of the insurance</b> . . . . .	37
3.1 Object of the insurance . . . . .	37
3.2 Modality of the insurance . . . . .	37
3.3 Territorial scope . . . . .	38
3.4 Access to coverage . . . . .	38
3.5 Subrogation clause or surrender of rights . . . . .	40
4. <b>Description of the coverage</b> . . . . .	41
4.1 Primary care . . . . .	41
4.2 Emergency care . . . . .	41
4.3 Medical specialities and surgery . . . . .	42
4.4 Diagnostic aids . . . . .	43
4.5 Therapeutic methods . . . . .	44
4.6 Hospital care . . . . .	45
4.7 Complementary coverage . . . . .	46
4.8 Special coverage . . . . .	48
4.9 Travel assistance . . . . .	53

- 5. **Excluded coverage** ..... 54
- 6. **Periods of Grace** ..... 58
- 7. **Services according to the care modality contracted** ..... 59
- 7.1 **Excess.** ..... 59
  
- 8. **Base of the contract** ..... 60
- 8.1 **Perfection of the contract and length of insurance.** ..... 60
- 8.2 **Other obligations and faculties of the policy holder  
or the insured person** ..... 61
- 8.3 **Other obligations of DKV Seguros** ..... 61
- 8.4 **Payment of premiums.** ..... 61
- 8.5 **Loss of rights and cancellation of the contract.** ..... 63
- 8.6 **Notifications** ..... 63
- 8.7 **Special health risks.** ..... 64
- 8.8 **Taxes and surcharges** ..... 64
  
- APPENDIX I: TRAVEL ASSISTANCE** ..... 65

# **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](http://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 blue ink, consisting of a stylized 'J' and 'S' intertwined, with a horizontal line crossing through the middle.

Dr. Josep Santacreu Bonjoch  
Chief Executive Officer  
DKV Group

## **FREQUENTLY ASKED QUESTIONS AND ANSWERS**

These General Conditions will allow you to know in detail the kind of contract that you sign with DKV Seguros when accepting 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 them useful.

## REGARDING THE CONTRACT

### WHAT DO THE CONDITIONS MEAN?

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 “DKV Health Care Network”.

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 them and send us the signed copy. If you have any doubts, contact us.

### 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 request, 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 be given to a third party when required for the sole aim of administering the health provisions, preventive plans and health promotion 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 the interest to them.

The policy holder and 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 POLICY

### WHAT IS THE MAIN CHARACTERISTIC THAT DEFINES “DKV TOP HEALTH®”?

It is an insurance policy based on a mixed system in which the insured person can freely choose between:

- > Receiving the services described in the policy, through the DKV Health Care Network (Own Means Care Modality).
- > Free choice of doctor or centre which is not included in the “DKV Health Care Network”. In this case there will be a refund of the invoices paid by the insured person according to the percentages and limits specified in the General Conditions and Table of Coverage and Limits in the Appendix to the Particular Conditions of the policy. (External Means Care Modality).

### HOW CAN I ACCESS DKV SEGUROS OWN MEANS?

The insured person can freely choose from among the doctors and centres in the DKV Health Care Network and receive the service after identifying himself with his/her DKV Medi-Card®, and if required the necessary authorisation.

### HOW CAN I REQUEST THE REFUND OF MY EXPENSES FROM DKV SEGUROS?

Within a maximum period of fifteen days, you must present the bills paid with a breakdown of the medical acts received from non-associated doctors and centres, the prescription and the medical reports that specify the origin and the nature of the illness. To make the presentation of this information easier, DKV Seguros has a special Refunds Form available.

### IF I CHOOSE TO GO TO NON-ASSOCIATED DOCTORS AND CENTRES, WHAT PERCENTAGES AND LIMITS APPLY?

DKV Top Health® will refund, unless otherwise agreed, 100% of the total amount of the bills in Spain and abroad without limits, unless otherwise stipulated in the General Conditions or in the Table of Coverage & Limits in the Appendix to the Particular Conditions for some specialities and /or specific services.

- > For dental services there is a partial refund of the invoices from External Means up to a maximum limit per person per year, adding together the expenses derived from the two care modalities covered by the insurance policy (Own and External Means).
- > In alternative and complementary therapies: homeopathy, phytotherapy, acupuncture and chiromassage or osteopathy are refunded up to a maximum amount per consultation and/or session.

Also, the phytotherapy, acupuncture and chiromassage or osteopathy have an annual limit of consultations and/or sessions per insured person.

- › In Ophthalmology: refractive surgery with excimer laser is refunded up to a maximum limit per eye operated on.
- › Clinical Psychology: a maximum number of consultations and/or sessions per insured person and year are refunded.
- › In Psychiatry: consultations and/or Psychotherapy sessions are refunded by a decreasing percentage as their total increases.
- › Spectacle frames are refunded up to a maximum amount. From 15 years of age onwards more than two years must have elapsed from the previous refund for this concept.
- › Made to measure orthopaedic shoes are covered with an excess paid by the insured person, which will be higher from 16 years of age.
- › Spa treatments will be refunded up to a maximum number of days per stay per insured person and year, if they are prescribed by a doctor after a stay in hospital of at least three days and whose objective is to conclude the medical treatment and facilitate convalescence.

#### WHAT IS THE TERRITORIAL SCOPE?

The insured person can visit non-associated doctors and centres in any part of the world and is entitled to a refund of the costs arising from the medical-surgical care as long as he resides in Spain a minimum of six months (183 days) a year.

Similarly the DKV Health Care Network guarantees its services anywhere in Spanish national territory. (Own Means Care Modality).

#### DKV MEDI-CARD®

##### CAN A DOCTOR ASK ME FOR MY DKV MEDI-CARD® BESIDES THE AUTHORISATION OF CERTAIN SERVICES?

Yes. The card DKV Medi-Card® is the means by which you are identified as a client of DKV Seguros Health Care Network, and you will be asked to show it.

##### HOW MUCH DO I HAVE TO PAY FOR EACH VISIT?

You do not have to pay anything for using the DKV Health care Network.

##### WHAT HAPPENS IF I CAN'T IDENTIFY MYSELF WITH MY DKV MEDI-CARD® TO DOCTORS AND CENTRES OF THE DKV HEALTH CARE NETWORK?

You could be charged for the health care services received.

Under no circumstances will DKV Seguros refund payments corresponding to bills issued by doctors and centres in the associated network.

##### 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 ringing the DKV Seguros Call Centre on **902 499 499**; by Internet at the address: **www.dkvseguros.com**, or visiting any of the offices of DKV Seguros.

## AUTHORISATIONS

### WHEN IS AN AUTHORISATION NEEDED?

Authorisation is only needed to gain access to services through the DKV Health Care Network.

It is never required for services that are not included in the DKV Health Care Network.

### WHAT TESTS OR SERVICES NEED AUTHORISATION?

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

If you have any doubts, please consult the web page and/or medical directory or the DKV Health Care Network according to the modality contracted 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 ringing our DKV Seguros Call Centre on **902 499 499**, by fax **902 499 000**, through the DKV Seguros web page (**www.dkvseguros.com**) or anybody can visit an office of DKV Seguros with your card and the medical prescription of the test.

## PAYMENT

### WHAT DO YOU MEAN BY A YEARLY CONTRACT, IF I PAY MONTHLY?

The duration of the contract stipulated in the policy is annual, 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.

## HEALTH CARE

### WHAT IS THE HEALTHY LIVING PLAN "VIVE LA SALUD"?

Through internet, at [www.vivelasalud.com](http://www.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 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 and outside.

### DO I NEED AUTHORISATION FOR CLINICAL PSYCHIATRY?

Yes. You need to request the corresponding authorisation to use this, non medical, speciality in the DKV Health Care Network.

### WHEN CAN I REQUEST SERVICE AT HOME?

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

Also, the visits of a practising nursing assistant can be made at home if a doctor prescribes them.

### ARE ILLNESSES PRIOR TO CONTRACTING THE POLICY COVERED?

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

### WHAT DOES THE DENTAL SPECIALITY COVER?

It covers all dental services, **except those due to aesthetic causes:** endodontics, periodontics, orthodontics, fillings, dental prosthesis, apicectomy, implants and diagnostic aids required for this treatment.

### HOW DO I ACCESS THE DENTAL SERVICE?

The insured person can visit dentists or dental clinics that are not included in the DKV Dental Services Network (External Means) in any part of the world and is entitled to a refund of the costs arising from the dental services provided according to that specified in the Table of Coverage & Limits in the Appendix to the Particular Conditions

Similarly, he can visit the DKV Dental Services Network (Own Means) available throughout Spain and having identified himself with his DKV Medi-Card®, receive the prescribed dental service without having to pay anything.

### IS THERE ANY ESTABLISHED LIMIT FOR DENTAL COVERAGE PER PERSON, PER YEAR?

Yes there is a maximum annual limit in the Table of Coverage & Limits in the Appendix to the Particular Conditions per insured person, per year, which includes the dental treatment invoiced through Own Means Care Modality (DKV Network of Dental Services) plus the refund paid for the services received in External Means.

### HOW MANY DENTAL CLEANS DOES THE POLICY COVER A YEAR?

Those necessary, whenever they are requested by a doctor.

### DOES DKV TOP HEALTH® INCLUDE MEDICINES?

Medicines are refunded as long as they have been medically prescribed, acquired in a chemist's, are included in the registry of medicines and have a therapeutic purpose. Homeopathic medicine, vaccines and extracts in allergy processes are included in this concept.

### WHAT ALTERNATIVE AND COMPLEMENTARY THERAPIES DOES DKV TOP HEALTH® INCLUDE?

DKV Top Health® includes homeopathy, phytotherapy, acupuncture and chiromassage or osteopathy as long as they are given by a doctor. There is a refund up to a maximum limit per consultation/session according to that specified in the Table of Coverage & Limits in the Appendix to the Particular Conditions.

Also, phytotherapy, acupuncture and chiromassage or osteopathy have a annual limit of consultations and/or sessions per insured person which is specified in the Table of Coverage & Limits in the Appendix to the Particular Conditions.

### IS THE EPIDURAL ANESTHESIA FOR CHILDBIRTH COVERED?

Yes, and for any other surgery where required.

### IS SURGERY FOR MYOPIA COVERED BY DKV TOP HEALTH®?

Refractive surgery using an excimer laser is included for the correction of myopia, hypermetropia and astigmatism when a 12 month period from the exact date of the insured person's inclusion in the policy has passed.

To receive these services, the insured person must choose between visiting the network of associated opticians, having informed DKV Seguros beforehand, or an optician not included in the associated network (External Means Care Modality) in which case the invoices are refunded according to that specified in the Table of Coverage & Limits in the Appendix to the Particular Conditions.

### IS CLINICAL PSYCHOLOGY COVERED BY DKV TOP HEALTH®?

Yes. Clinical Psychology is covered up to an annual limit of consultancies and/or sessions according to that specified in the Table of Coverage & Limits in the Appendix to the Particular Conditions per insured person, per natural year, (the sum of Own Means and External Means) as long as they are administered by a qualified specialist.



### AND FAMILY PLANNING?

Yes. Both the fitting of the IUD (**except for the cost of the intra-uterine device**) and tubal ligation, hysteroscopic tubal occlusion or “ESSURE System” and vasectomy are included in the policy.

In these last three cases, as they are considered to be surgery, or require a prosthesis, there is a period of grace of six months.

### DOES DKV TOP HEALTH® COVER ASSISTED REPRODUCTION?

Yes, fertilisation techniques according to the Law of Assisted Reproduction are included, as long as there is a sterility problem in the couple and the woman is of child bearing age, with a period of grace of 12 months.

In addition, the cryopreservation of sperm during the legally established limit in cases involving surgery, and/or chemotherapy and radiotherapy is included.

### IF I BREAK SOMETHING WHILE PLAYING SPORTS, IS IT COVERED BY THE POLICY?

Yes, as long as it is not a professional activity, an official competition or what is defined as a high risk sport.

### IS HEALTH CARE INCLUDED WHILE I'M ABROAD?

Yes, DKV Top Health® refunds the amounts paid corresponding to services received while abroad with the same percentages and conditions as in Spain, as long as the insured person resides at least six months (183 days) in Spain.

In addition there is a complementary travel assistance coverage that guarantees medical care in case of an emergency due to an illness or an accident for trips of up to 90 days. (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 CARE

#### WHAT SHOULD I DO IF I AM ADMITTED TO HOSPITAL, WITH PRIOR NOTICE?

If the admission is to an associated hospital included in the DKV Health Care Network, it should be duly authorised beforehand in the offices of DKV Seguros. To do so, it is necessary to obtain the written request of a doctor stating the reason for the said hospital care.

This is not required for non-associated hospitals. On requesting the refund you must present the bills, written prescription and the medical report.

If it is a non-associated hospital you must pay the bills yourself first and then later apply for the refund of medical-surgical expenses.

## IN THE EVENT OF AN EMERGENCY, WHAT HOSPITAL SHOULD I GO TO AND WHAT SHOULD I DO?

You can go to any hospital.

If it is a non-associated hospital you must pay the bills yourself first and then later apply for the reimbursement of medical-surgical expenses.

If it is an associated hospital, you should inform DKV that you have been admitted to hospital as soon as possible, within 72 hours.

## IN THE EVENT OF HOSPITAL CARE, IS THE COMPANION'S BED INCLUDED?

The individual room with a companion's bed is included in the coverage of the policy, except for psychiatric hospital care, or for cases involving the ICU or incubator.

## IS THE NETWORK OF CLINICS IN THE USA AVAILABLE TO CLIENTS OF DKV TOP HEALTH®?

Yes, although it is not an object of the coverage of this contract, clients of DKV Top Health® can access this additional service in the event of a programmed medical-surgical admission without having to pay anything extra, with prior application and authorisation from DKV Seguros, and receive the requested medical or surgical service. Similarly, travel arrangements to the hospital can be made on request, with a translation service if required.

## 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 Avda. César Augusto, 33, (50004 Zaragoza) Telephone: 902 499 499 Fax: 976 28 91 35, or via e- mail to [atencioncliente@dkvseguros.es](mailto: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").

**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 progressively 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 (0 to 14 years). 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 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 over 45 years of age. 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 hemorrhagic 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.vivelasalud.com](http://www.vivelasalud.com)**

Further details of the above services are available on **902 499 499**.

## **ADDITIONAL SERVICES**

## **A) SERVIPLUS TOP HEALTH®**

The contracting of the “DKV Top Health” health insurance policy, allows the insured person access to the complementary additional services different to the coverage of the insurance policy, described below.

The details for the access to these services as well as their cost, are stipulated in the medical directories that DKV Seguros publishes annually and in the web page [www.dkvseguros.com](http://www.dkvseguros.com)

### **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' pregnant insured clients with telephone medical advice given by doctors or specialists in Obstetrics, offering information and solving doubts regarding symptoms, diagnostic tests, health problems and appropriate medication for the stage of pregnancy.

### 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 medications characteristic of the speciality.

### 1.10. DKV virtual doctor. 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

### 1.11 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.

#### 1.12 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. CALL CENTRE

**General 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.

## 3. TREATMENT

### 3.1 Conservation of mother cells of the umbilical cord

DKV Seguros offers its insured clients, at special rates, the opportunity to conserve, analyse and safeguard the mother cells of the child's umbilical cord, extracted by his gynaecologist at the moment of birth and deposited in an associated laboratory, to be later used by the child or family if required.

### 3.2 Giving up smoking service

This service provides access at special rates to a programme to help you to stop smoking "LEAVE IT BEHIND®" developed by special Tobacco Addiction Centres of the DKV Health Care Network.

This programme consists of a number of personal, direct and individual consultations, carried out by a team formed by doctors and psychologists specially trained in addiction to tobacco. During these interventions each smoker's personal characteristics are analysed and a personal help plan to give up smoking is developed.

Also, the service has an informative web page [www.vivesintabaco.com](http://www.vivesintabaco.com).

### 3.3 Biomechanical study of walking

This service provides access to, at advantageous rates for insured clients, an associated network of specialised centres for the analysis and diagnosis of the way of stepping and walking, besides the design and production of made to measure insoles to help to prevent injuries and to correct problems.

## 4. NETWORK OF CLINICS IN THE USA

This service offers clients of DKV Top Health® access to a wide range of selected associated clinics in the USA for a programmed medical-surgical admission.

Insured persons who wish to be attended to in these hospitals, with prior application and authorisation from DKV Seguros, will not have to pay the invoices in full and request a subsequent refund, but will only have to pay the proportion not covered by the policy taken out (when applicable) and DKV Seguros will pay the amount covered.

In addition, DKV Seguros can take care of the travel arrangements and transfer to the hospital, if the client wishes.

## 5. MEDICINE AND AESTHETICS SERVICE

DKV Seguros offers its insured clients a network of suppliers with a set of aesthetic solutions of the highest quality. This service includes:

- > Dermaesthetic treatments.
- > Diagnosis and treatment of hair problems.
- > Aesthetic treatment of superficial varicose veins.

## 6. WELLNESS SERVICES

### 6.1 Hydrotherapy, spas and urban spas

DKV Seguros offers its insured clients spa treatments, carried out in centres with medicinal mineral waters declared for public use whose therapeutic action depends on their temperature, pressure, composition chemistry, radioactivity, bacterial flora and dissolved gases.

### 6.2 Back treatment and Pilates

To acquire healthy habits and to avoid bad habits of incorrect postures and back pains, DKV Seguros offers back treatment and Pilates courses at special rates. Throughout their home.

### 6.3 Anti-stress therapies (taichi and yoga)

With the objective of promoting health, DKV Seguros offers its insured persons the possibility of receiving anti-stress therapies that will help them to avoid future health problems. These therapies consist of taichi and yoga courses which DKV Seguros' insured clients can access at special rates.

## 7. FAMILY CARE SERVICES AND/OR CARE FOR DEPENDENCE

### 7.1 Social-health care in the home

DKV Seguros offers its insured clients a social-health care service in the home. It is a service that provides, through qualified personnel, a series of useful care services for people who have suffered a loss of autonomy and personal mobility, for clients that are receiving post-operative care at home, and for people with difficulties at getting up, getting dressed and preparing their daily meals, and who require a home help, among other functions.

### 7.2 Geriatric residences and day centres

DKV Seguros offers its insured clients access to a network of residences and day centres staffed by teams of highly qualified people that guarantee full range of care, such as doctors, male nurses, physiotherapists, psychologists or occupational therapists, among others. This service gives you access to temporary and permanent stays, and to day centres.

### 7.3 Fixed and portable tele-assistance in the home

DKV Seguros offers its insured clients access to portable or fixed communication devices connected to a central switchboard. It offers an individual and adapted service, staffed by social workers, psychologists and doctors, 24 hours a day, 365 days a year, in and out of the home, with access through a specific terminal.

### 7.4 Home adaptation service

DKV Seguros offers its insured clients a set of items dedicated to adapting their home to their needs. These products allow for improved access and mobility in all corners of their home.

### 7.5 Social telephone orientation for the associated network.

This service provides the DKV Seguros insured client with telephone information about the conditions and way of accessing the company's associated family care and/or care for dependence services.

## 8. NETWORK OF OPTICIANS AND SURGICAL AIDS SHOPS

### 8.1 Opticians

DKV Seguros insured clients can obtain important discounts for spectacles (frames and lenses) and contact lenses in the "DKV Network of Opticians". You merely have to visit your selected optician's, identify yourself as client of DKV Seguros with your DKV Medi-Card® and make your purchase.

### 8.2 Surgical Aids Shops

We also offer a "Network of Surgical Aids Shops" for the acquisition of orthopaedic material (footwear, insoles...) at special rates. You merely have to visit your selected optician's, identify yourself as client of DKV Seguros with your DKV Medi-Card® and make your purchase.

Consult the Opticians and Surgical Aids Shops available on 902 499 150

# **INSURANCE POLICY: 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 Application Form, Health Declaration, the separate General, Particular and Special Conditions and the related Supplements or Appendices are integral parts of the contract. The transcriptions or references to legal precepts require no acceptance.

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: 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](mailto: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 at your disposal in DKV Seguros' offices.

Once this term has lapsed 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 Pº. de la Castellana 44, 28046 Madrid, where on showing the previous procedure made to DKV Seguros you 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.

#### ACUPUNCTURE

Medical practice based on traditional Chinese medicine which involves the stimulation of specific anatomical points in the body for therapeutic purposes, generally via puncturing the skin with a needle.

#### ASSISTED REPRODUCTION

The set of techniques developed to resolve the reproductive problems of sterile or infertile couples.

### B

#### BIOLOGICAL OR SYNTHETIC MATERIAL

Also known as biological prostheses, these are 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 (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.

#### CHIROMASSAGE OR CHIROPRACTIS

Massage of the vertebral column, soft tissues and muscular system for therapeutical purposes by a medical expert or physiotherapist in an appropriate centre.

#### 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.

#### COMPLEMENTARY AND ALTERNATIVE THERAPIES

Different therapeutic acts and medical practices that are not currently considered part of conventional medicine.

#### COMPLETE MEDICAL CARE

Includes all the specialties and health care services included in the insurance policy in the modules of Primary Care, Specialists and Complementary Means of Diagnosis and Treatment, 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 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.

#### CURING AIDS

Elements, anatomical pieces and appliances prescribed by a doctor and acquired in a chemist's, optician's, orthopaedic shop or similar applied during the treatment of a wound or injury or to prevent or correct deformities of the human body.

#### CYTOSTATIC

Cytotoxic medication 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 throughout Spain.

## E

#### EXCESS (EXEMPTION SUM)

Amount established in the policy from which the coverage starts for DKV Seguros. The policy holder or the insured person agree to pay this amount.



**EXTERNAL MEANS**

Doctors and centres that are 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.

**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****HOMEOPATHY**

Medical practice that uses minimal doses of plant extracts and specially prepared minerals to stimulate the natural defences of the organism and self curing processes for the purposes of treating an illness.

**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 or country where he provides his services.

**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.

**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 the operation.

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

**INSURANCE APPLICATION**

The questionnaire made available by DKV Seguros in which the 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 PERSON**

The individual who receives the health care.

**INSURER**

DKV Seguros y Reaseguros, S.A.E.

**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 policy, by means of which the extension of the guarantee is limited or which 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 hospital care and therefore patients can be discharged a few hours after the operation.

**MEDICINE**

Agent or simple or compound substance that is administered to the interior or exterior of a person for therapeutic purposes. The following are not considered medicines: nutrition products, relaxants, beauty skin treatments, cosmetics, mineral water, products for personal hygiene, body care or bath additives.

**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.

**N****NEONATAL CARE**

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

**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**

This is the care that is given in surgeries, at the patient's home and/or at the hospital or clinic without an overnight stay.

This concept does not include major out-patient surgery.

**OWN MEANS**

Doctors and centres included in the DKV Health Care Network.

**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.

#### PHYTOTHERAPY

Refers exclusively to the diagnosis consultations carried out by medical expert in this field. Phytotherapeutical medicine is not included.

#### POLICY

The insurance contract, the written 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 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.

#### 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 an integral 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 SURGERY

Surgical process on the breast following an oncological 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.

### 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 telerobotised laparoscopic system and/or assisted by a virtual reality computerised system with computer obtained 3D images.

## S

### SHORT STAY SURGERY

All kinds of surgery that have a maximum stay of 48 hours in hospital.

### SPAS

Establishment with medicinal mineral waters declared for public use whose therapeutic effect depends on the temperature, pressure, chemical composition, radioactivity, bacterial flora and dissolved gases.

### 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

### TABLE OF COVERAGE AND LIMITS IN AN APPENDIX TO THE PARTICULAR CONDITIONS

Written document in an appendix to the Particular Conditions that forms part of the insurance contract together with the General Conditions and which is made available at the same time, which contains the coverage and refund limits agreed with the policy holder.

### 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 AND TERRITORIAL SCOPE OF THE INSURANCE

### 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 Conditions and its Table of Coverage & Limits in the Appendix, 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 that appear during the coverage of the policy may be included provided that their effectiveness is verified by the Health Technology Assessment Agencies depending on the regional health care services or the Ministry of Health, by means of a positive report.

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 Top Health®” is based on a mixed system in which the insured person can choose between:

- › Receiving the services given by the doctors and hospitals in the associated “DKV Health Care Network” all over Spain. To do so he must previously have shown his DKV MediCard® and the corresponding authorisation, where required. (Own Means Care Modality).
- › Free choice of doctors or centres other than those in the associated “DKV Health Care Network”.

In this case, DKV Seguros will refund the amounts paid by the insured person according to the percentages and limits specified in the Table of Coverage & Limits in the Appendix to the Particular Conditions of the policy. (External Means Care Modality).

**Under no circumstances will DKV Seguros refund the insured person any amount on invoices issued by doctors or hospitals included in the DKV Health Care Network or in the DKV Dental Network.**

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 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.

### 3.3. TERRITORIAL SCOPE

For Own Means Care Modality, medical and surgical health care is provided all over Spain.

For External Means Care Modality, medical and surgical health care is provided by any doctor, in any centre anywhere in the world, provided that the insured person's habitual residence is in Spain for at least six months (183 days) of the year in Spain.

If this residence has moved abroad, the coverage would only be valid until the end of the present annuity.

### 3.4. ACCESS TO COVERAGE

#### SPECIFIC REGULATION FOR OWN MEANS CARE MODALITY CARE VIA THE DKV HEALTH CARE NETWORK

a) 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.

b) The services covered by the policy 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, psychotherapy sessions, complete cardiac checkups, transfers by ambulance, therapeutic acts and complex diagnosis tests that are detailed in the associated list of the DKV Health Care Network, require authorisation.

c) With respect to this policy a claim is understood to have been made when the insured person requests a service or its authorisation from DKV Seguros' associated doctors or hospitals.



d) Under no circumstances will DKV Seguros refund the insured person any amount for services received in an associated hospital, nor those invoices issued by a doctor, belonging to the DKV Health Care Network, or any service that required previous authorisation which had not been given beforehand.

e) To identify yourself to any doctor or centre of the DKV Health Care Network as a DKV Seguros 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 and following administrative confirmation, unless the service is not covered by the policy.

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 insured person, or person acting on his behalf, has to notify DKV Seguros in a demonstrable manner of the event 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 its doubts about the medical order, in which case it is understood that the policy no longer covers the medical care or the hospital care.

f) The authorisations can be requested by telephone, from the Call Centre (902 499 499), by fax (902 499 000), through the web [www.dkvseguros.com](http://www.dkvseguros.com) or in any of the offices of DKV Seguros.

#### **SPECIFIC REGULATION FOR EXTERNAL CARE MEANS MODALITY HEALTH CARE RECEIVED OUTSIDE THE DKV HEALTH CARE NETWORK**

a) With respect to this policy a claim is understood to have been made when the insured person requests a refund.

b) Within a maximum period of fifteen days the policy holder or insured person must request the refund of the medical expenses guaranteed by this policy and present DKV Seguros with the paid invoices clearly showing all the external medical care received, the doctor's prescribing note and the medical report specifying the origin and nature of the illness. To do so DKV Seguros will provide a special "Refunds Form" to complete.

The administrative requirements for a refund for the invoices are described on the back of this document.

The insured person and his relatives must provide the reports and justifications that DKV Seguros considers necessary.

Not fulfilling this obligation may lead to the refund being denied.

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

> Once the Refunds Form has been submitted with the original reports and original invoices accrediting the services received, DKV Seguros will pay the costs according to the percentage and limits established in the General and/or Particular Conditions of the policy and the Table of Coverage and Limits in the Appendix.

> DKV Top Health® will refund the total amount of the invoices generated in Spain and from abroad, except for Dental treatment and Psychotherapy, which are refunded according to that specified in the Table of Coverage and Limits in the Appendix to the Particular conditions.

Similarly, limits and an excess for some specialities and/or specific services are established in the General and Particular Conditions. (See Section 4 Description of the coverage).

> The payment will be made to the current account indicated. Payment made in this way is totally valid, efficient and final for DKV Seguros.

> Invoices paid in foreign currencies by the insured person will be refunded in Spain in euros according to the exchange rate on the day of payment, or else that of the issuing date of the invoice, or otherwise the date on which the service was provided.

> The costs of translating reports, invoices, or bills for doctors' fees will be settled by DKV Seguros if and only if they are written in English, German, French or Portuguese.

Those of other languages must be paid by the insured person.

### 3.5. SUBROGATION CLAUSE OR SURRENDER OF RIGHTS

Once the refund has been made or the service 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 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 and immune 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 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 and rescue helicopters to the hospital is included.

The written authorisation of a doctor together with a report indicating the need for assisted transfer will be required in all cases.

### 4.2. EMERGENCY CARE

**Care at home:** For justifiable cases and only in areas where DKV Seguros has the service available, health care at home for General Medicine, Paediatrics, Nursing and ambulance where required.

For emergencies the insured person should use the emergency services that DKV Seguros has available.

**Emergency service to the home:** 24 hour service of Primary care for General Medicine, Paediatrics, Nursing and ambulance where required.

**Emergency Out -Patients service:** In a health centre with 24 hour service, including ambulance.

**Emergency In-patients service:** For emergency health care provided at a hospital.

### 4.3. MEDICAL SPECIALITIES AND SURGERY

**Allergy & Immunology.** Includes vaccines and extracts, in allergy processes.

**Anaesthesiology-resuscitation.** includes epidural anethesia.

**Angiology and cardiovascular surgery.**

**Brain surgery.**

**Cardiology-circulatory system.** Includes cardiac rehabilitation after acute myocardial infarction.

**Cardiovascular surgery.**

**Dermatology (medical & surgical).**

**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 yearly gynaecological check-up, family planning, fertility and sterility tests, assisted reproduction treatment.

**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.

Coverage includes triple screening or EBA Screening, and amniocentesis, or corion biopsy obtaining the chromosomal karyotype to detect foetal abnormalities.

**Odontostomatology.** Includes all dental treatment except that for aesthetic purposes (see section 4.8 Special Coverage).

**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 laser treatment, cornea transplants and surgery for refraction defects (myopia and hypermetropia, astigmatism) (see section 4.8 Special Coverage).

**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 uvulopalatoplasty.

**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 in the case of breast reconstruction after radical surgery, which includes the breast prosthesis and skin expanders.**

**Pneumology-respiratory tract.**

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

**Psychiatry.** Mainly neuro-biological treatments.

**Rehabilitation.** Under the direction of a specialist physician specifically qualified in this area assisted by physiotherapists and carried out in a specific rehabilitation centre.

**Rheumatology.**

**Thoracic surgery.** Includes sympatectomy by hyperhydrosis (treatment for excessive sweating).

**Urology.** Includes use of Holmium laser (infrared) for the surgical treatment of benign prostatic hyperplasia in 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 a doctor specifying 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 examinations:** digestive, diagnostic and/or therapeutic.

**Endoscopic capsule:** included in the diagnosis of haemorrhage and/or intestinal bleeding of unknown or hidden origin.

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

**Cardiological diagnostic:** Electrocardiograms, strength tests, ultrasound scans, holter, doppler and haemodynamic.

It also includes Multicut Coronary Tomography (TC 64) 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.

**Tomography by emission of positrons (PET) and Unique Photon Tomography (Spectography - SPECT):** in oncological diagnosis and epilepsy resistant to medical treatment according to commonly accepted clinical practices.

#### 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 is included in all cases.

**Analgesic and pain killing treatment:** covers techniques employed by specialised units in these techniques, includes medication.

**Radiotherapy:** includes linear particle accelerator, cobalt therapy, radioactive isotopes and radio neurosurgical stereotactic and intensity-modulated radiotherapy (IMRT) in intracranial tumours.

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

**Dialysis & Haemodialysis:** this service is offered both to out patients and hospitalised patients, for the treatment of renal insufficiencies.

**Chiropody:** Chiropody treatment.

**Transplants:** all types of organ transplants are included. (see section 4.8 Special Coverage).

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

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

**Physiotherapy:** written prescription of rehabilitating doctor, traumatologist, rheumatologist, or neurologist and must be carried out by a qualified physiotherapist in an appropriate centre.

**Lasertherapy and magnetotherapy:** as techniques of rehabilitation.

**Renal and vesicular lithotripsy.**

**Logopedics & phoniatics:** treatment for speech disorders caused by conditions of organic origin.

**Oncological Chemotherapy:** anti tumour treatment that the sick person requires will be provided, and if applicable the implanted port for intravenous perfusion, for out-patients, day patients and during hospitalisation, providing that it is prescribed by the specialist physician who is in charge of the care of the patient.

As far as medication is concerned, DKV Seguros will cover expenses for cytostatic pharmaceutical products that are sold on the national market provided they are duly authorised by the Ministry of Health, as well as the intravenous drip feeds and Immunotherapy.

#### 4.6. HOSPITAL CARE

Hospitalisation will be 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 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 ligation and vasectomy. Tubal occlusion hysteroscopy (Essure System).
- > Radio neurosurgical stereotactic.
- > Arthroscopic surgery.
- > Turbinate surgery or turbinoplasty and adenoamigdaloplasty by radiofrequency.
- > Surgical laser in Ophthalmology, Proctology, Peripheral Vascular Surgery and Otorrinolaringology.
- > Holmium laser (infrared) for the surgical treatment of benign prostatic hiperplasia.
- > Percutaneous nucleotomy and Chemonucleolysis.
- > Surgical prosthesis.
- > 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.

Similarly, according to the kind of hospitalisation:

**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 out-patient surgery and, if required, prosthesis.

**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 maximum period of days per natural year that is specified in the Table of Coverage and Limits, Appendix to the Particular Conditions for whose application we will sum the days of hospitalisation produced in the DKV Health Care Network and those in the External Means Care Modality.

**6. Hospital care in Intensive Care Unit.** Includes the care given by an internist.

**7. Hospital care for dialysis and artificial kidney.** Includes the care given by an internist or nephrologist 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.
- > 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.
- > Vaccines.
- > Health control at key stages during the child's infant development during the first four years.

**2. Programme for the advance detection of gynaecological cancer in women.**

Includes:

- > Periodic examinations for the early diagnosis of tumours in the breast and uterine neck.



- > Annual gynaecological check up, which includes check up consultation, colposcopy, cytology, gynaecological ultrasound scan, and mammography according to commonly accepted protocol.

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

Includes:

- > Annual basic 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. 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.

### 5. 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.

### 6. 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 and sealing of cavities and fissures.
- > Fissure sealers and obturations (fillings)
- > Tartrectomies or dental cleans, as required.

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

- > Fitting of the IUD, including the cost of the intra-uterine device.
- > Tubal ligation.
- > Tubal occlusion hysteroscopy, including the cost of the Essure prosthesis.
- > Vasectomy.

**Surgical Prostheses:** Those artificial replacements that supplement any organ or complement its function are included in the coverage of the policy, without any limit for compensation per person, per year.

### Daily compensation for Hospital Care.

A daily compensation of is included from the third day of hospitalisation and up to a maximum per insured person, per year that is specified in the Table of Coverage and Limits, Appendix to the Particular Conditions, 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 the DKV Seguros.

#### 4.8. SPECIAL COVERAGE

**Spa.** After a stay of at least three days in hospital and with a previous written prescription from a doctor and a stay in a Spa is covered, immediately, for healing medical treatment, or convalescence with a maximum yearly limit, which is specified in the Table of Coverage and Limits, Appendix to the Particular Conditions.

**Refractive surgery for defects of visual refraction.** Surgical correction via excimer laser or similar of myopia, hypermetropia or astigmatism. The maximum limit that DKV Seguros will pay per eye operated on is specified in the Table of Coverage and Limits, Appendix to the Particular Conditions.

**Medication.** Includes a refund of the costs of medication, bandages, auxiliary curing aids that have been prescribed by a doctor, acquired in a chemist's and are administered for therapeutical purposes.

Also included in this concept are vaccines and extracts in allergy processes.

Includes the pharmaceuticals detailed in the register of medicines (Vademécum International) and homeopathy medicines, **except publicity specialties and the products of little therapeutic use.**

**Auxiliary curing aids.** With a written prescription from a doctor, coverage includes bandages, spectacle lenses, spectacle frames up to the limit specified in the Table of Coverage and Limits, Appendix to the Particular Conditions (from 15 years of age, two years must have passed since the last payment for this concept).

**Orthopaedic material:** insoles for the correction of feet, walking aids, hearing aids, compressive socks, contact lenses, corrective splints, artificial limbs, trays for being seated or lying, orthopaedic apparatus to support the trunk, arms and legs. Also includes made-to-measure orthopaedic footwear, with a refund for the excess specified in the Table of Coverage and Limits, Appendix to the Particular Conditions, according to the age of the insured person.

**Special additional curing aids:** wheelchairs, oxygen apparatus, inhaling apparatus, apparatus for sleep treatment, baby monitors, infusion pumps, electronic reading aids, walking sticks for the blind, guide apparatus and guide dog for the blind (including direction and mobility training).

The acquisition of these curing aids requires previous authorisation from DKV Seguros. DKV Seguros may provide these directly for use.

Similarly the repair costs associated with these curing aids are covered and will be refunded, except for the soles and heels of made-to-measure orthopaedic shoes.

**Odontology.** With DKV Top Health® all odontological services are included, except those that are carried out for aesthetic reasons. Endodontics, periodontics, ortodontics, fillings, dental prostheses, orthopaedic maxillary, apisectomy, implants and diagnostic means required.

The insured person can visit dentists or dental surgeries that are not included in the DKV Dental Network (External Means) anywhere in the world and claim a refund, according to that specified in the Table of Coverage and Limits Appendix to the Particular Conditions, of the costs shown in the invoice for the dental service provided.

In addition he can visit the DKV Dental Network (Own Means) available throughout Spain and receive dental treatment showing his DKV Medi-Card®.

The total amount for the dental treatment invoiced for both dental care modalities (Own Means and External Means) has a limit per person, per year specified in the Table of Coverage and Limits, Appendix to the Particular Conditions

**Clinical psychology.** Includes consultations given by clinical psychologists, up to a maximum limit of consultations per person, per natural year specified in the Table of Coverage and Limits, Appendix to the Particular Conditions (sum of Own Means and External Means), with a written prescription from a medical psychiatrist.

**Psychotherapy.** Consultations/therapy sessions must be directed by a medical psychiatrist, with the possible assistance of a clinical psychologist and are subject to the refund limits specified in the Table of Coverage and Limits, Appendix to the Particular Conditions.

**Assisted reproduction techniques.**

Includes assisted reproduction techniques during the period of fertility of the woman, for the treatment of sterility or infertility problems of the couple.

Fertilisation techniques according to the Law of Assisted Reproduction are Included.

In addition, the cryo-preservation of sperm during the legally established limit in cases involving surgery, and/or chemotherapy and radiotherapy is included.

**Complementary and alternative therapies.** DKV Top Health® exclusively includes those detailed below as long as they are provided by a doctor, through a refund of costs up to a maximum per consultation/session according to that specified in the Table of Coverage and Limits, Appendix to the Particular Conditions.

In addition, phytotherapy, acupuncture and chiromassage have an annual limit per person of consultations/sessions according to that specified in the Table of Coverage and Limits, Appendix to the Particular Conditions.

> Homeopathy: Refund up to a maximum compensation limit per consultation or session. No annual limit for number of consultations /sessions.

- > Acupuncture: Refund up to a maximum compensation limit per consultation or session, and a maximum of consultations/sessions per person, per year.
- > Phytotherapy: Refund up to a maximum compensation limit per consultation or session, and a maximum of consultations/sessions per person, per year.
- > Chiromassage and/or Osteopathy: Refund up to a maximum compensation limit per consultation or session, and a maximum of consultations/sessions per person, per year adding together those given for both techniques.

**Transplants.** Includes transplants for all kinds of organs. Obtaining and transplant of the organ will be carried out in accordance with that established in the current health legislation. DKV Seguros will assume all the costs of extraction, transport and preservation of the organ to be transplanted.

#### **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**

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 3 **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”).**

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:**

**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

**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

**Fixed and portable Teleassistance Service:** Portable or permanent communication devices permanently connected to a central swithboard 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.**

**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 Region, specifying the causes and circumstances of the dependence situation.**

**The coverage of dependence is cancelled in an automatic and definite way when the insured person receives the maximum guaranteed capital of 10.000 euros for this concept during the validity of the insurance policy, through the modality of refund of expenses.**

#### Access to the coverage

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

- › To be entitled to the benefit for dependence in Spain and to fulfil the legal requirements to access the same.
- › To be included in the health policy as an insured person at the moment of the occurrence of the accident, of 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.
- > 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 Care for Dependence” of the Autonomous Region, 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 in foreign currencies by the insured person will be paid in Spain in euros according to the exchange rate on the day of the payment. If this is not given, it will be made according to the exchange rate corresponding to the date of issue of the invoice or, else, on that of the receipt of the service.
- > The cost of translation of the reports, invoices or medical fees will be met by DKV Seguros exclusively if they are written in English, German, French or Portuguese.

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

### Excluded 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 Section 4.8 of the General Conditions.**

**2. The refund of expenses for services of family care and/or care for dependence detailed in Section 4.8 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 (pre-existing) 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.**

### 4.9. TRAVEL ASSISTANCE

For temporary trips abroad, the insurance policy has a World-Wide Travel Assistance coverage for a maximum of 90 days per trip and whose coverage is detailed in Appendix I of these General Conditions.

This service is only available by telephoning 00 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, treatments 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 practice professedly dangerous.

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 part of the affected body (purely psychological reasons not being valid).

Also excluded are the treatments of varicose veins with an aesthetic end, weight loss methods both for out-patients and hospitalised patients. Surgical correction for presbyopia and skin treatments, in general, including capillary treatments and aesthetic dental treatment.

g) Complementary and alternative therapies when they are not given by a doctor or are not specifically included in Section 4.8 (Special Coverage) of these General conditions, as well as any other medical or specialist treatment not officially recognised such as lymphatic drainage, mesotherapy, gymnastics, hydrotherapy, osteopathy, three phase oxygen therapy, presotherapy, ozone therapy, medical-surgical treatment for with radio frequency and other similar services.

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, 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 may be substituted by a home visit or out patient treatment.

i) Robotic surgery and Tomography by emission of positrons (PET) and Unique Photon Tomography (Spectography - SPECT): except for that specified in section 4.4 Diagnostic Aids.

j) Preventive Medicine and check ups related to general preventative medical examinations, except for the specific prevention programmes in Section 4.7 (Complementary Coverage) of the General Conditions.

k) The voluntary interruption of a pregnancy, and selective instrumental embryonic reduction under any circumstances, subrogated pregnancy or renting of the uterus, the costs of the donated eggs or sperm and freezing the embryos, the use of assisted reproduction techniques and treatment of genetic or hereditary illnesses or for any other purpose which is not treatment for the couple's infertility.

l) Curing aids, health devices, orthopaedic material, biological material, biomaterials, medical apparatus, necessary health items (eg. Electric pillows, massage items) except for those specifically included in Section 4.8 (Special Coverage) of these General Conditions.

m) Analysis or other explorations that are required for the issuing of a certificate, report or the drafting of any kind of document that does not have a clear health care function.

n) With respect to Psychiatry and Clinical Psychology, the following are excluded: consultations, diagnoses techniques and therapies that do not follow neurobiological or pharmacological treatment approaches, such as psychoanalysis, hypnosis, ambulatory narcolepsy, sofrologia, rest or dream cures.

Also excluded are pair or group psychotherapy, psychological and psychometrical tests, psycho-social rehabilitation and neuropsychiatry, educative or occupational therapy.

o) Regenerative and Biological medicine, Immunotherapy or Biological therapy, Genetic therapy and their applications.

Also excluded are all types of experimental treatments, those of compassionate use, as well as those that are for clinical trials in all their phases or degrees.

p) 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.

q) Pharmaceutical products, medications of little therapeutic use or those that are not included in the register of medicines (Vademécum International) except for homeopathy medicines.

Also excluded are publicity specialities, phytotherapy medicines, nutrition products, relaxants, mineral waters, cosmetic products, products for personal hygiene and body care as well as bath salts etc.

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

Premature stimulation, rehabilitation at home or as a reason for hospitalisation is excluded.

s) Studies for the determination of the genetic map for predictive or preventative purposes and of any other means of diagnosis, genetic technique and treatment by means of genetic therapy, with the exclusive exception of the obtaining of the chromosomal karyotype and the OSNA technique in breast cancer.

# 6.

## PERIODS OF GRACE

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

Nevertheless, the following services are not covered by the previous general principle and have a period of grace that is specified the Table of Coverage and Limits, Appendix to the Particular Conditions:

1. Surgery and hospital care, including surgical prostheses, for any reason and of any kind, except in the cases of a life threatening emergency or accident.
2. Treatment for any kind of childbirth (except premature childbirth) or Caesarean operation.
3. Psychotherapy, dental prostheses and orthopaedic maxillar.

4. Transplants, surgical correction of myopia, hypermetropia and astigmatism with an excimer laser or similar and techniques of assisted reproduction.

The same periods of grace are applied using either the DKV Health Care Network (Own Means) or External Means.

# 7.

## SERVICES ACCORDING TO THE CARE MODALITY CONTRACTED

The health care cover specified in Section 4 of these general conditions can be contracted via an excess system by the amounts established in the Particular Conditions of this policy.

The excess will not be applied if the service is provided through the DKV Health Care Network (Own Means).

Neither will it be applied to hospital care for the corresponding doctors' and surgical fees from outside the DKV Health Care Network, which will be fully paid by the company according to the conditions established in this policy.

### 7.1 EXCESS

In the application of the excess system the following is established:

- a) The excess will be applied on an individual basis to each and every member of the policy.
- b) The amount established as an excess will be the same for each and every member of the policy.

- c) On the annual expiry of the policy, the policy holder may modify the excess regime, having written beforehand to DKV Seguros with one month's notice.

- d) The amount established in the policies with an effective date other than January 1st will be adjusted proportionally to the number of remaining months to the annual expiry of the policy.

- e) The amount established as an excess affects the amount refunded.

- f) The costs are assigned to a natural year in which the treatment has been provided, or the acquisition of medicines, bandages or curing aids.

# 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 and the insured person in the previous questionnaire, which have motivated DKV Seguros to accept the risk and which have enabled it 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 will be able to 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 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. 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.

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 the Insurer at the moment of signing the contract, it would not have been accepted or would have been so at 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 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 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 which case 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 his obligation.

In the event of non-payment of the second or successive premiums, or their instalments, the 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 taking 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.

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, being able to establish age groups in some lines.

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, 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.

## 8.5. 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 communicated it previously to 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 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.

### 8.7. SPECIAL HEALTH RISKS

The policy holder may 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, 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.

## **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

The insurance is valid anywhere in the world, and in Spain, starting from the provincial limit of the insured person's habitual residence. In some cases it will only cover the guarantees or services for the trips that the insured person makes out of Spain, in which case the clause will expressly state this is the case.

### 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 90 days consecutively per trip or journey.

## 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 12.000 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 later 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) before, when these are the repatriated insured person's children under 15 years of age and they do not have a relative or person of trust to accompany them on their return trip.

### 2.2.2 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 he/she is situated, a contact telephone number and the type of assistance that he/she requires.

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 additional 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):  
00 34 91 379 04 34.

**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 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**

**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.*

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