# General terms and conditions

Cigna's Health Insurance Salud Plena Oncampus





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# General terms and conditions

## **Cigna's Healthcare Insurance Salud Plena**

#### Legal information about the Insurer

Cigna Life Insurance Company of Europe, SA/NV, Sucursal en España, with its registered office in Pozuelo de Alarcón (28223 Madrid) at Parque Empresarial La Finca, Paseo del Club Deportivo I, Edificio I4, Planta Primera (hereinafter Cigna Helthcare).

Entered on the Madrid Companies Registry in Volume 809, Sheet 205, Section 8, Page M III84; Tax ID No. W-002I205J.

Registered with the Directorate-General for Insurance and Pension Funds under number E0I33. Cigna Life Insurance Company of Europe, SA/NV, Sucursal en España is the Spanish branch of Cigna Life Insurance Company of Europe, SA/NV, a privately-held limited liability company incorporated under Belgian law with its registered office in Belgium at Plantin en Moretuslei 309, 2I40 Amberes. This entity is subject to the oversight of the National Bank of Belgium and it is also subject to the said regulator, as an insurance entity operating in Spain under the regime for the right to establishment, for matters relating to liquidation.

The oversight authority over the insurance activity in Spain is vested in the Directorate-General for Insurance and Pension Funds pertaining to the Ministry of Economic Affairs and Digital Transformation.

The present General Conditions shall be applicable to all Health Insurance contracts, without prejudice to the applicable Particular Conditions and Special Conditions, if any. In the event of any discrepancy between the General, Particular and Special Conditions, the applicable Special Conditions shall prevail over the Particular Conditions, and the latter over the General Conditions.

#### Definitions

For the purposes of the present Mixed Health Insurance contract, the following definitions shall apply:

 Accident. Bodily injury suffered during the validity of the Policy as a consequence of a violent, sudden, external cause outside the control or intention of the Insured.

# Cardiovascular diseases and the Lesions related with such conditions will not be considered as Accidents.

 Medical Act. ervice rendered by a healthcare Specialist or professional legally licensed for the purpose, in the exercise of their profession, at a Healthcare Centre or Hospital.

- Anti-neoplastic (or cytostatic) drug. Substances preventing the development, growth, or proliferation of malignant tumour cells catalogued as such in the Vademecum.
- Insured. The natural person resident in Spain to whom the rights deriving out of the contract correspond and who, in the absence of the Policyholder, personally assumes the obligations arising out of the present contract.
- Dependent Insured. Spouse or Life Partner of the Main Insured, and/or the children of the Main Insured or of the Spouse or Life Partner.
- **Main Insured**. The Insured party personally assuming the obligations of the Policy in the absence of the Policyholder.
- Ambulatory Assistance. This is the diagnostic and/or therapeutic medical assistance provided under an out-patient regime at the Healthcare Centre, at the patient's home, and/or at a Hospital without any overnight stay, and generating a stay lasting less than 24 hours. Major out-patient Surgery is not included in this concept.
- Hospital Assistance. That provided at a Hospital under an admission regime for the Insured's medical or surgical treatment.
- Healthcare Assistance. The Medical Act is included in the benefits of the Policy.

Healthcare Assistance may be provided at a Hospital (with or without admission) or else at Healthcare Centres or at the Insured's home.

- Assistance and/or Hospitalization for social reasons. Assistance and/or Hospitalization for reasons not related to objective medical pathologies but rather due to issues of a social and/or family nature.
- Waiting Period. Period of time counted from the date that cover under the Policy begins during which certain items of cover are not effective.
- Psychiatric Day-care Centre. Any health establishment, whether public or private, legally authorized and staffed with at least one psychiatrist and one psychologist. For the purpose of this Policy, the following establishments shall not be considered as Psychiatric Day-care Centres: convalescent homes, spas, clubs or associations of patients, centres mainly providing treatment for chronic diseases or behaviour



therapy, and addiction treatment centres.

The Psychiatric Day-care Centre must hold the mandatory administrative authorization in force and must be entered on the register of Healthcare Centres, Services and Establishments of the corresponding regional government.

Healthcare Centre or Medical Centre. Facility equipped with technical resources at which qualified healthcare Specialists and professionals holding an official qualification or professional licence conduct healthcare activities. Healthcare Centres may comprise one or more healthcare services making up their healthcare offering.

The Healthcare Centre must hold the mandatory administrative authorization in force and must be entered on the register of Healthcare Centres, Services and Establishments of the corresponding regional government.

- Check-up. Organized set of medical tests or visits carried out to check the individuals' general state of health which are not supported by any symptoms or pathologies.
- Complex Orthopaedic Surgery. Surgery referring to disorders in the locomotive apparatus, their muscular, bone or joint parts and the acute, chronic, traumatic, and recurrent Lesions in the same requiring advanced technology and specialized surgeons trained in the most advanced surgical techniques.
- Scientific Community. Group of experts (public or private health institutions, professional societies, panels of experts and even professional groups, whether national, regional or local) in certain pathologies which aim is to review, assess and reach a consensus on the most relevant and current aspects regarding diagnosis, monitoring and treatment of such pathology, in order to make decisions in clinical practice.
- Consultation. Assistance provided in person at a Healthcare Centre or Hospital Centre by the healthcare Specialist or professional legally qualified for the purpose to the Insured for the purposes of diagnosing and/or treating an Illness or Lesion.
- Co-payment. Predetermined amount for each Medical Act assumed by the Policyholder and/or Insured as a contribution to the cost of the service, depending on the type of insurance contracted and in accordance with the terms and conditions agreed in the Policy and not subject to reimbursement by the Insurer.
- Health Questionnaire. A form with questions provided by Cigna Healthcare to the Policyholder and/or Insured for the purposes of determining their health status and understanding the circumstances that might influence the assessment of the risk and the contracting of the insurance.
- Professional Athlete. person who does any type of physical activity, exercised as a game or competition, within the organization of a sports club or entity, professionally and/or in exchange for remuneration.
- Illness or Lesion. All involuntary alterations in health status diagnosed and confirmed by a Physician and requiring Healthcare Assistance.

 Congenital Illness. Any Illness existing at the moment of birth as a consequence of hereditary factors or conditions acquired during pregnancy up to the very moment of birth.

These conditions may be manifested and recognized immediately after birth or may be discovered later during any period of the Insured's life.

- Serious Illnesses. For the purposes of this Policy, those described in paragraph two of article 2.9.7.
- Pre-existing Illness or Lesion. That beginning prior to the moment of the initial inclusion on the Mixed Health Insurance, where the symptoms and/or signs are known by the Insured or a legal representative, if appropriate, and not declared, regardless of the existence of a medical diagnosis, when completing the Health Questionnaire prior to the acceptance and contracting of the Policy.
- Nurse. Graduated in Nursing, legally qualified and authorized to carry out the nursing activity.
- Specialist. Practising physician who has received specific training as a Specialist in a branch of medicine or Surgery recognized by the Healthcare Authorities of the country where the activity is practised, allowing the exercise of that branch of medicine or Surgery, and having a medical office connected with that discipline.
- Physiotherapist. Graduate or University Degree in Physiotherapy, legally qualified and authorized to carry out the physiotherapy activity, understood as the set of non-invasive set of methods, actions and non-invasive techniques through the manual and instrumental application of physical means.
- Deductible. Fixed amount or a percentage of the medical and/or Hospital expenses established in the Policy and paid by the Insured to the healthcare provider, and not subject to reimbursement by the Insurer.
- > Standard Room. Hospital Room with a single space. Suites or rooms with an anteroom are not considered to be Standard.
- Medical Fees. Amount corresponding to the professional services provided by healthcare Specialists and professional.

For the purposes of this Policy, medical and surgical fees include those of the surgeon, the assistants, anaesthetists, and medical personnel required in the medical procedure or assistance provided. Therefore, the sum Insured established for the medical and surgical fees covers all those of the aforementioned professionals.

Hospital. All public or private establishment legally authorized for the treatment of Illnesses or Lesions, equipped with roundthe-clock medical presence and the necessary resources to reach diagnoses and perform surgical procedures and with the possibility of admission for more than 24 hours.

For the purposes of this Policy, **hotels**, **old people's homes**, rest homes, spas, facilities devoted mainly to the treatment of chronic Illnesses or behavioural therapy centres are not considered to be Hospitals, nor are establishments for the treatment of alcoholism or drug addiction.



- Hospitalization. Admission (voluntary or involuntary) of the Insured into a Hospital for a minimum of 24 hours as a consequence of an Illness or Accident, under the care and attention of a Physician..
- Day Care. This implies registration as a patient at those healthcare units of a Hospital specifically denominated as such for a period of less than 24 hours, with the patient spending the night at his or her own home.
- Implant. Medical device designed to be inserted in full or in part into the human body through a surgical procedure or a special technique, for diagnostic, therapeutic and/or aesthetic purposes, and intended to remain there after the said procedure.
- Inter-consultation. Consultation made during the Hospital admission to a Specialist other than the one responsible for admission.
- Surgical procedure/Surgery. All operations for diagnostic or therapeutic purposes performed by means of an incision or other internal approach route, carried out by a surgeon or surgical team and normally requiring the use of an operating room in an authorized Hospital or Healthcare Centre. All surgical operations must be included within one of the Groups established or in the equivalent in the Classification of the Spanish Organization of Regional Medical Associations ("Organización Médico Colegial", OMC).
- Orthopaedic Material. Medical devices for external use applied to correct or avoid alterations in the human body.
- Midwife. Graduate or University Degree in Nursing, Specialist in Obstetric-Gynecological Nursing, who assists the woman during pregnancy, childbirth and puerperium, together with the doctor.
- Aesthetic Medicine. Medicine which purpose is the restoration, maintenance and promotion of aesthetic appearance and beauty, aimed at solving defects that have no clinical impact on the individual's health or derive from physiological ageing.
- Complementary diagnostic resources. Tests necessary for the achievement of a clinical diagnosis and classified as such within the Nomenclature of the OMC.
- Physician. Doctor, graduate or holder of a master's diploma in medicine legally qualified and authorized to treat Illnesses or Lesions medically or surgically in the place where he or she is practising.
- Acute Pathology. That appearing suddenly, limited in time (6 months) and requiring prompt treatment.
- Chronic Pathology. A long-term Illness or ailment (more than 6 months). In rehabilitation treatment, a chronic pathology is considered to be that in which there is no expectation of any absolute recovery in a limited period of time or that in which the rehabilitation treatment turns into a Maintenance Therapy.
- Exacerbated Chronic Pathology. Chronic pathology presenting acute exacerbation, likely to require immediate treatment limited in time.

- Pelvic Floor Pathology. A pathology derived from the organs kept by the pelvic floor (vagina-uterus or/and bladder) to the extent that the weakness or dysfunction of the pelvic floor muscles causes a bad position of the aforementioned organs, causing prolapse, and alters urinary continence.
- > **Psychologist.** Graduated in Psychology, legally qualified and authorized to carry out such activity.
- Policy. This is the insurance contract. It is a document containing the conditions regulating the insurance contract and comprises the General Conditions, the Particular Conditions and the Special Conditions, the insurance application form and the Health Questionnaire, as well as the supplements, appendices or riders issued.
- Premium. Price of the insurance. It will include the taxes and surcharges that are legally applicable. The insurance premium is annual, even when their payment is split into instalments
- Surgical process. Process established after a clinical diagnosis within a surgical treatment plan, which starts on the date of admission to receive such treatment and terminates on the date of Hospital discharge. It includes: Hospital stays, whether in a room or an Intensive Monitoring Unit, day Hospital, sitting room, operating room, recovery room, material, medication, instrumentation, Prosthesis and Implants, diagnosis tests, therapeutic acts and fees of all healthcare professionals and Specialists involved in the process during the Hospital stay.
- Healthcare professional. A licensed professional with skills and knowledge specific for the care of people's health, organized by means of official professional associations and holding the corresponding official qualification expressly empowering them to do so.
- Prosthesis. Artificial replacement that, when implemented temporarily or permanently by means of a special operating procedure, replaces an organ or bodily tissue or complements its physiological function.
- Genetic Test. This is a type of medical test that analyses genetic material and is intended for the diagnosis and the prescription or modification of an effective treatment of Illnesses in affected symptomatic patients.
- Psychotherapy. Treatment method applied to a person suffering a mental conflict on the indications or prescription of a psychiatrist, neurologist, paediatrician or oncologist.
- Radiopharmaceutical. Medical product with at least one radioactive component, which must have the previous authorization from the Spanish Agency of Medicines and Medical Devices (AEMPS) and which details are listed in the technical information sheet of the AEMPS. They are used as contrast media and they enable the molecular study of the organism or a certain pathology.
- Radiation Therapy. Treatment based on the application of ionizing radiation, which includes gamma ray, alpha particles, electrons and photons.



- Contracted Medical Services (or Cigna Healthcare Medical Staff). Group of health Specialists, healthcare professionals, Healthcare Centres and Hospitals contracted by Cigna Healthcare in Spain, as reflected on the web site and in force at the moment the service is provided.
- Claim. Any event that has consequences requiring the provision of medical assistance, which costs are covered, in whole or in part, by the Policy.
- Sum Insured. The maximum limit of the compensation to be paid by the Insurer in each case. The amount of the Sum Insured for each guarantee contracted will be reflected in the Special Conditions (Plan) of the Policy.
- Gene Therapy. Treatment or service aiming at modifying or manipulating the expression of a gene or altering the biological properties of living cells for therapeutic purposes. The genetic therapy is a technique that modifies a person's genes in order to treat or cure an Illness.

The genetic therapies can use different mechanisms:

- Replacing a gene that causes an Illness with a healthy copy of that gene.
- Inactivate a gene that causes an Illness because it is not functioning properly.
- Introducing a new or modified gene in the body to help treat an Illness.
- Maintenance Therapy. Maintenance Therapy. Treatment aimed at avoiding any relapse in a pathology after the maximum degree of functional recovery has been achieved.
- Policyholder. The natural or legal person contracting the insurance on their own account or on behalf of others and who is responsible for the obligations and duties arising therefrom, except for those that, by their nature, must be fulfilled by the Insured. If the Policyholder is also the Insured, he or she will be considered to be the Main Insured.
- Emergency. Fortuitous appearance (unforeseen or unexpected), in any place or activity, of a health problem of diverse cause and variable severity, which generates the awareness of an imminent need for attention of the Insured who suffers it in such a way that the absence of Health Care Assistance by the Insurer, at that moment, places the life of the Insured or the function of any organ in immediate danger.. This assistance may be rendered either at the Insured's home or in a Hospital or Healthcare Centre equipped with an Emergency service.
- Life-threatening Emergency. Urgent and immediate need to receive Healthcare Assistance without which the life of the Insured would be endangered or irreparable harm would result for his or her physical integrity.

#### Article I. Purpose

Within the limits and conditions established in the Policy and the term for its duration, Cigna Healthcare assumes the undertaking to

provide the Insured with Healthcare Assistance in all kinds of Illnesses or Lesions included in the specialities in the descriptions of the cover offered under the Policy, following collection of the premium and with the waivers applicable in each case.

Cigna Healthcare will not provide any cover that has not been expressly contracted and that is therefore not listed in and/or specified in the Policy.

In no case shall Cigna Healthcare reimburse fees for professionals and other Contracted Medical Services paid directly by the Insured, nor the Fees and/or other medical expenses derived from the Healthcare Assistance provided by Professionals and Hospitals not included in the Contracted Medical Services.

In no case shall Cigna Healthcare reimburse fees for professionals and other Contracted Medical Services paid directly by the Insured.

The cover provided under the Policy is valid and rendered solely and exclusively in Spain, except where the type of cover in question foresees otherwise, and save for the provisions regarding the reimbursement of expenses incurred abroad.

Only residents in Spain may be Insured. For the purposes of this contract, a resident in Spain is considered to be that person remaining in Spanish territory for more than 183 consecutive days.

#### Article 2. Insurance cover

#### 2.1. Ambulatory Emergencies and Hospital Emergencies

#### 2.2. Primary medical assistance

This covers general medicine, family and community medicine, and paediatrics and childcare, for patients up to 16 years of age, at both Healthcare Centres and at home, when it is not possible to travel to the centre for medical reasons.

#### 2.3. Primary nursing care or nursing services

The assistance provided by qualified nursing personnel, at the office/Medical Centre or at the patient's home is guaranteed **when prescribed by a physician**.

#### 2.4. Specialities

The Consultations, diagnostic tests and treatments performed under the cover contracted, whether at a Medical Centre or a Hospital, are covered in the following specialities.

#### 2.4.I. Allergology

#### Vaccines and food intolerance tests are excluded.

#### 2.4.2. Anaesthesiology and resuscitation

#### 2.4.3. Angiology and vascular Surgery

Techniques using surgical laser, radiofrequency and saphenectomy, from severity level CEAP3 onwards, for peripheral vascular Surgery are included.

#### Treatments for aesthetic purposes are excluded.



#### 2.4.4. Digestive apparatus

FibroScan for the assessment of hepatic fibrosis and diagnostic or therapeutic digestive endoscopies (including sedation if required) is included.

Mucosectomy, endoscopic sub-mucosal dissection as well as echoendoscopy are included.

Endoscopy using a capsule for diagnosis of hemorrhage and/or intestinal bleeding of unknown or hidden origin, and for studying the extension of intestinal Crohn's disease, is included where it is necessary for studies of the small intestine not accessible in the Contracted Medical Services designated for the purpose by Cigna Healthcare.

Radiofrequency is included for the treatment of Barret's oesophagus.

Virtual endoscopy is excluded.

#### 2.4.5. Cardiology

Echocardiograms, conventional Holter, conventional cardiac stress tests, electrophysiological and haemodynamic studies are included.

The placement of a percutaneous occluder device is included for percutaneous occlusion of:

- · Atrial Septal Defect (ASD).
- Ventricular Septal Defect (VSD).
- Ductus.

The percutaneous occluder device is covered under the terms of article 2.9.4. Prostheses and Implants.

#### 2.4.6. Cardiovascular Surgery

#### 2.4.7. General Surgery and Surgery of the digestive apparatus

Laser techniques are included in proctology and for warts removal.

The use of radiofrequency in liver Surgery is included.

Bariatric Surgery is included in accordance with the criteria of the Spanish Society for Surgery of Obesity (SECO) and **exclusively with definitive surgical procedures and at the Contracted Medical Services designated for the purpose by Cigna Healthcare**.

Lipoedema Surgery is excluded.

#### 2.4.8. Oral and maxillofacial Surgery

Procedures derived from a dental pathology are excluded, except for the extraction of impacted or not erupted and semiimpacted wisdom teeth, las are pre-prosthetic operations and treatments in the speciality of odontology, aesthetic treatments, as well as prior and subsequent medical assistance required in connection with any of these procedures or treatments.

For the purposes of this Policy, orthognathic Surgery shall be considered to be a dental pathology.

2.4.9. Orthopaedic and traumatological Surgery

Neuronavigation is included, **solely and exclusively in cases of Surgery for intramedullary tumours and scoliosis greater than 20 degrees,** with the limits and conditions set out in the Policy. Endoscopic spinal Surgery for the surgical treatment of extruded lumbar hernia not requiring stabilisation is included.

#### 2.4.10. Paediatric Surgery

#### 2.4.II. Plastic and restorative Surgery

Only the Surgery necessary to eliminate the sequelae of an Illness or Lesion covered by the Policy or derived from a surgical procedure also guaranteed under the Policy and that occurred during its validity are included.

# Surgery for aesthetic purposes and lipoedema Surgery are excluded.

Breast reconstruction and nipple-areola complex reconstruction Surgery are included in malignant oncological processes.

Symmetrisation of contralateral breast through mastopexy without Implants is included **for oncological processes diagnosed as from January Ist, 2022, when mastectomy has been performed.** 

Breast reconstruction and symmetrisation must be performed at the same surgical operation and within a period of time not exceeding 24 months after the Surgery to remove the malignant neoplasm was performed.

Breast reconstruction following bilateral or contralateral prophylactic mastectomy covered by the Policy is included, **at the same surgical operation and using the same technique**.

Prostheses and Implants are covered under the terms of article 2.9.4.

Lipofilling technique is excluded.

2.4.12. Chest Surgery

2.4.13. Dermatology and venereal diseases

Laser Surgery for warts removal is included.

Photodynamic therapy is included for basal cell and nodular carcinomas and Bowen's disease. **Medication excluded.** 

One digital dermatoscopy (epiluminiscence) per Insured and annuity, solely and exclusively at Contracted Medical Services designated for the purpose by Cigna Healthcare, is included for the early diagnosis of melanoma, and up to two per Insured and annuity in cases of diagnosed melanoma.

The treatment of actinic Lesions on the skin and dermatocosmetic treatments are excluded.

2.4.14. Endocrinology and nutrition

**Dietary treatments are excluded**, unless they have been prescribed in connection with an illness covered by the Policy.

#### 2.4.15. Geriatrics

#### 2.4.16. Gynaecology and obstetrics

Gynaecological laser is included for the treatment of Lesions in the uterine cervix and for genital warts **solely and exclusively at the Contracted Medical Services designated for the purpose by Cigna Healthcare.** 

The diagnosis of infertility and sterility is included. Genetic studies



are not considered to be diagnostic for infertility and sterility,

except for peripheral blood karyotype. The determination of Factor II Prothrombin and Factor V Leiden is included for patients who have suffered medically justified repeated abortions. **Treatments intended to resolve sterility problems and tests related to these treatments are excluded**.

# Gynaecological laser is excluded in cases of urinary incontinence, genital rejuvenation and in any other aesthetic pathology.

Family planning. Tubal ligation, vasectomy, the Implantation of an IUD contraceptive method and the placement of the subcutaneous contraceptive Implant is covered, **but not the cost of any device** and/or Implant, which will be borne by the Insured.

HPV OncoTect for the early diagnosis of human papilloma virus (HPV) is included.

The following prenatal diagnostic tests are included:

- Amnisure Test for the detection of premature bursting of membranes.
- > One (I) 3D or 4D ultrasound scan per pregnancy.
- Amniocentesis or chorionic biopsy, including karyotype test, is only covered in the following cases:
  - I. Risk of foetal chromosomal anomaly:
    - a) Advanced age of the mother (35 years old and above).
    - b) Foetal chromosomopathy in a prior pregnancy.
    - c) Structural chromosomal anomaly or mosaicism in a parent.
    - d) Ultrasound foetal anomaly or data suggesting aneuploidy.
    - e) Aneuploidy markers in maternal serum.
  - 2. Risk of gender-related genetic disorder.
  - 3. Risk of congenital metabolic disorder.
  - 4. Risk of defect in the neural tube:
    - a) Alpha-fetoprotein.
    - b) Acetylcholinesterase.
  - 5. Risk of foetal infection.
  - Non-invasive prenatal screening test, which includes the study of alterations in chromosomes I3, I8 and 2I, as well as the study of alterations in chromosomes X and Y, with prior authorization from the Company, at the Contracted Medical Services designated for the purpose by Cigna Healthcare, in pregnant women accrediting at least one of the following conditions:
  - a) Foetal ultrasound findings indicating an increase in the risk of aneuploidy.
  - b) Prior history of a pregnancy with trisomy..
  - Positive result (high risk with figures over I/270) in any of the following tests for aneuploidy: First-trimester screening, sequential screening or integrated screening (quadruple test).

#### 2.4.17. Haematology and haemotherapy

2.4.18. Internal medicine

#### 2.4.19. Nephrology

The treatment of reversible acute renal insufficiencies with dialysis and artificial kidney is included, as well as any exacerbation of chronic processes.

#### 2.4.20 Neonatology

#### 2.4.2I. Pneumology

Spirometries, endoscopies and echobronchoscopies are included.

#### 2.4.22. Neurosurgery

Neuronavigation is included **solely and exclusively in cases of intracranial Surgery, Surgery for intramedullary tumours and scoliosis greater than 20 degrees,** with the limits established in the Policy.

#### 2.4.23. Neurology

#### 2.4.24. Ophthalmology

Photocoagulation, campimetry, fluorescein angiographic and retinographic techniques, as well as endothelial counting are included for studies prior to cataract Surgery.

#### Refractive Surgery is excluded for the correction of shortsightedness, long-sightedness, astigmatism and any other refractive ocular pathology.

#### 2.4.25. Medical oncology

Therapeutic targets are included.

Predictive genomics platforms are included in recently operated cases of breast cancer without lymph node involvement, with a tumour size larger than I cm and less than 5 cm, positive for oestrogen receptor (OR) and negative for human epidermal growth factor receptor 2 (HER2), provided that there are no contraindications for receiving systemic chemotherapy.

#### BRCA I and 2 tests at the Contracted Medical Services designated for the purpose by Cigna Healthcare are included, with prior authorization from the Company, in the following cases:

- a) Insured with a diagnosis of breast, ovarian or prostate cancer after January Ist, 2017.
- b) Insured without a personal history of breast, ovarian or prostate cancer when any of the following conditions is met:
  - > 2 or more lst or 2nd degree family members:
    - Less than 50 years old, affected by breast cancer.
    - At any age, affected by ovarian or prostate cancer.

Cigna Healthcare will request such medical documentation as may be considered essential to accredit the fulfilment of the previous conditions, as well as to be able to authorize BRCA I and 2 tests, with the power to decline cover if the documentation required is not provided.

The tumoral DNA diagnostic test is included for malignant solid tumours classified as carcinoma of unknown primary origin, when its aetiological diagnosis has not been possible through habitual tests, and for advanced lung carcinoma where no liquid biopsy has been



performed. Subject to prescription by a qualified professional and limited to one test per Insured and annuity. Following authorization, tests must be carried out through the Service Provider chosen by Cigna Healthcare at the Contracted Centres designated by the Company for the purpose.

Parenteral, intrathecal, intraperitoneal and intravesical Antineoplastic chemotherapy medication are included and so are those palliative medicinal products without any anti-tumoral effect administered simultaneously in the same treatment session to prevent adverse side effects and/or control symptoms. Treatment will be dispensed either through a Hospitalization regime or at a day Hospital and always in accordance with the technical information sheet corresponding to each medicinal product and the international protocols established.

Genetic testing for the risk of hereditary gastrointestinal cancer is included in the following cases, with prior authorization from the Company, and at the Contracted Medical Services designated for the purpose by Cigna Healthcare:

- > Gastrointestinal cancer before 50 years of age.
- > Multiple cancers in an individual.
- ≥ 3 members of a family with gastrointestinal cancer and other related tumours (uterine and ovarian cancer).
- > ≥ IO gastrointestinal polyps over a lifetime.
- > Family history of hereditary colorectal cancer syndromes.

One liquid biopsy per Insured and annuity is included, following authorization, through the Service Provider chosen by Cigna Healthcare and at the Contracted Medical Services designated for the purpose by the Company, in patients with a diagnosis of advanced lung cancer (excluding small-cell lung cancer), where it is not possible to obtain a sample for biopsy or the amount of the tumour is insufficient for analysis, and no Tumoral DNA Molecular Test has been performed.

#### Growth factors, EPO and modulators are excluded.

#### 2.4.26. Radiation oncology

Radiotherapy is included in malignant oncological processes and intracranial tumours, as well as intraoperative radiotherapy in malignant oncological processes, and radiosurgery in the treatment of metastases and intracranial tumours (stereotactic radiosurgery).

#### 2.4.27. Otorhinolaryngology

The following surgical techniques are included:

- Surgical laser used in ENT Surgery for the reduction of tonsils, turbine Surgery, SAS Surgery and laryngeal microsurgery, solely and exclusively at the Contracted Medical Services designated for the purpose by Cigna Healthcare.
- > Radiofrequency.

Fibroscopy and vestibular testing are included.

#### 2.4.28. Psychiatry

Admission to psychiatric Hospital is included due to acute psychiatric conditions, according to the limits and conditions set out in the Policy.

Psychotherapeutic treatment, **under Psychiatric Day-care Centre regime**, is included in patients with eating disorders, should any other previous treatment have failed, with disorder being understood as anorexia and bulimia nervosa. **Prior prescription by a Psychiatrist is required** and treatment may be provided through the medical services of the company, in accordance with the limits and conditions established in the Policy.

Psychiatric Day-care Centre cover does not include eating disorders presenting any of the following conditions or disorders: be underage, personality disorder or drug consumption.

Psychoanalysis, hypnosis, individual or group psychotherapy, psychological tests, treatments for narcolepsy and/or similar therapies, as well as educational therapy or special education in patients with mental problems are excluded.

2.4.29. Rheumatology

2.4.30. Pain treatment

Implantable pumps for the perfusion of medicinal substances and medullary stimulation electrodes are excluded.

#### 2.4.31. Urology

Vasectomy, urodynamic studies, flowmetering, and cystoscopies are included, as is extra-corporeal shock-wave lithotripsy **solely and** exclusively for the treatment of kidney stones.

Laser Surgery for warts removal is included.

Prostatic vaporization and enucleation using laser are included in cases of benign prostatic hyperplasia, **solely and exclusively at the Medical Contracted Services designated for the purpose by Cigna Healthcare.** 

The use of laser techniques is included for the treatment of renouretero-vesical lithiasis.

Robotic prostatic Surgery (Da Vinci) is included as surgical process for radical prostatectomy with partial lymphadenectomy and no evidence of metastasis, in the event of a prostate cancer diagnosis. This treatment may be carried out by the Contracted Medical Services designated for the purpose by Cigna Healthcare, **following payment by the Insured to the Hospital of the deductible established for the purpose in the Special Conditions of the Policy.** 

Robotic kidney Surgery (Da Vinci) is included as Surgical procedure for radical and partial nephrectomy, in cases of diagnosis of kidney cancer. This treatment may be carried out by the Contracted Medical Services designated for the purpose by Cigna Healthcare, **following payment by the Insured to the Hospital of the deductible established for the purpose in the Special Conditions of the Policy**, as well as through the reimbursement format, in accordance with the limits and conditions set out in the Policy.

Fusion-guided prostatic biopsy is included in patients with a high level of suspected prostatic carcinoma with persistently elevated PSA (more than six months) and negative prior ultrasound-guided biopsies. It is necessary to obtain a prescription from a professional and the prior authorization from the Company and the procedure will be carried out by the Contracted Medical Services designated



for the purpose by Cigna Healthcare, in accordance with the limits and conditions set out in the Policy.

The study and treatment of sexual impotence and treatments intended for or related to sterility problems, as well as Healthcare Assistance in connection with these treatments, are excluded.

#### 2.5. Complementary diagnostic resources

Diagnostic resources are covered **when prescribed by a Physician** and the use of contrast media is included.

#### 2.5.1. Clinical analyses

Analyses at home are included with prescription and medical report in case of patients with functional dependence in basic activities of daily living (ADL), **subject to prior authorization from the Company, performed in clinical analysis laboratories accredited by the Health Authorities.** 

Food intolerance tests are excluded.

2.5.2. Pathological anatomy

Immunohistochemical studies are included.

#### 2.5.3. Clinical neurophysiology

Polysomnograms and polygraphic studies and monitoring at the Insured's home are included **up to a maximum of one study per Insured and annuity with a duration of not more than 24 hours.** 

#### 2.5.4. Nuclear medicine

The performance of PET-CAT (positron emission tomography) and PET-NMR studies with the radiopharmaceutical I8-FDG are included **solely and exclusively for the malignant oncological pathologies**.

Furthermore, the performance of a PET-CAT scan with the radiopharmaceutical I8-FDG in **epilepsy resisting medical treatment** is covered. In accordance with the criteria of the Spanish Neurology Society, epilepsy is considered to be resistant when it has not been possible to control crises following appropriate treatment with two well-tolerated anti-epileptic drugs, suitably chosen and prescribed (either as monotherapy or in combination), with lack of control being understood as the emergence of crises in the course of a year or crises suffered over a period of time less than three times the interval between crises presented prior to starting treatment.

It includes the performance of PET-CAT studies with the Choline radiopharmaceutical **exclusively for the re-staging of prostate cancer in patients suffering a biochemical relapse.** 

It includes the performance of PET-CAT studies with the Gallium 68 radiopharmaceutical **exclusively for the staging of neuroendocrine tumours.** 

It includes the performance of PET-CAT studies with the Dopa radiopharmaceutical **exclusively for medullary thyroid cancer**.

It includes the performance of PET-CAT studies with the Methionine radiopharmaceutical **exclusively for recurrent brain tumour**.

#### 2.5.5. Radiodiagnosis

Habitual techniques are covered, such as:

- a) General radiology.
- b) Ultrasound scans.
- c) CAT (Computerized axial tomography).
- d) NMR (Nuclear magnetic resonance imaging, 3 Tesla NMR, MR Enterography): including sedation in paediatric patients and/or adults with a psychiatric and/or neurological pathology.
- e) Angiography.
- f) Digital arteriography.
- g) Bone densitometry.
- h) Mammography.
- Vascular and interventionist radiology. Radiofrequency is included in percutaneous bone Surgery and percutaneous liver Surgery.
- j) One coronary CAT angiography is included per Insured per annuity per Insured and per year, in accordance with the limits and conditions established in the Policy. Coronary calcium scan is expressly excluded.
- k) Functional magnetic resonance image of the brain for the planning of brain tumour Surgery.

#### 2.6. Special treatments

The following treatments are covered **only through the Contracted Medical Service:** 

- a) In the event of chronic or acute pathology, at a Hospital, Medical Centre, or at home:
  - · Aerosol therapy.
  - **Oxygen therapy** Both the Medical Act for oxygenation and the oxygen required are included.
  - Ventilation therapy. Treatment with continuous positive airway pressure (CPAP) or bi-level positive airway pressure (BPAP) is specifically included.
- b) Physiotherapy and rehabilitation. This covers treatments using combined techniques for the rehabilitation of the musculoskeletal system and respiratory rehabilitation, whether under in-patient or out-patient regime, for patients with acute and/or exacerbated chronic pathologies, at a Hospital or Medical Centre, performed by a Physiotherapist and/or a rehabilitation physician, resulting from an Illness or Accident covered by the Policy, and subject to prescription issued by pertinent Specialist, with the limits and conditions established in the Policy.

Admissions to Hospital which main purpose is rehabilitation are excluded.

Shock-wave lithotripsy of the muscle and bone structure is included, with a maximum of three (3) sessions per process, when prescribed by an orthopaedic surgeon or qualified rehabilitation practitioner, with prior authorization from the Company, solely and exclusively at the Contracted Medical Services designated for the purpose by Cigna Healthcare, for the treatment of the following pathologies: calcific/non-calcific tendinitis, heel spur, plantar fasciitis, and pseudoarthrosis.



Lymphatic drainage after lymphadenectomy is included in a malignant oncological process, **subject to prescription issued by pertinent Specialist**, by applying the following combined techniques: manual lymphatic drainage and press therapy.

Cardiac rehabilitation, **when prescribed by a cardiologist**, after an acute myocardial infarction or after coronary heart Surgery is included.

Pelvic floor rehabilitation is included **when prescribed by a urologist, gynaecologist or general surgeon (as appropriate),** in accordance with the limits and conditions set out in the Policy, using combined techniques in the following cases:

- · pathological urinary incontinence (Ist and 2nd degree)
- pathological faecal and anal incontinence (2nd degree)
- postpartum rehabilitation.

#### Hypopressive therapy is excluded.

Devices using laser in rehabilitation of the musculoskeletal system are included in accordance with the limits set out in the Policy.

Treatments for learning, acquisition of skills or early stimulation and maintenance therapies are excluded.

c) Phoniatry and speech therapy. Sessions given by a legally qualified phoniatrist and/or speech therapist are covered in accordance with the limits established in the Policy.

Speech therapy treatment is excluded if it is not to reestablish speech capacity or if:

- It is used to improve speech abilities that have not been completely developed.
- $\cdot$  ~ It can be considered as a tutorial or educational.
- It is carried out to maintain the communicative capacity of speech.

#### 2.7. Medical-surgical Hospitalization

The expenses detailed below are covered in the event of Hospitalization **prescribed by a legally qualified Physician or Specialist at the Contracted Medical Services designated for the purpose by Cigna Healthcare**.

a) Expenses caused due to staying in Hospital. Use of a Standard Room and/or Day Hospital and maintenance of the Insured admitted to Hospital as well as a bed for the person accompanying the same (if any), up to the daily quantitative limit established for the purpose in the Policy.

Hospital expenses for the use of telephones, television, maintenance of the person accompanying the Insured and other services not directly related to the treatment of the Illness or Accident are excluded, as well as those derived from admissions that are not medically necessary.

b) Hospital medical services. use of operating room, material, medicinal substances (both in the operating room and those

supplied during Hospitalization), anaesthesia, resuscitation and/or any other medical services providing during Hospitalization up to the daily quantitative limit established for the purpose in the Policy.

- c) Expenses for Medical Fees. Fees of Specialists, assistants and anaesthetists involved and pertaining to the Contracted Medical Services designated for the purpose by Cigna Healthcare, with the limits set out in the Special Conditions of the Policy.
- d) Psychiatric Hospitalization expenses: on prescription, up to the maximum number of days per Insured and annuity established in the Policy.
- e) Hospitalization expenses in an Intensive Monitoring Unit or Intensive Care Unit (ICU), with the limits established in the Policy.
- f) Day Hospital expenses. These expenses are included on the same conditions and with identical exclusions as the expenses foreseen in letters a), b) and c) of this article 2. 7. The limits established for Hospital stays and Hospital medical expenses shall apply.
- g) Intra-operative electrophysiological monitoring. In intra-cranial procedures, in Surgery of the parotid and thyroid glands, in Surgery of the spine with involvement of the medulla or nerve roots and in Surgery for acoustic neuroma, all confirmed using imaging techniques or electromyogram, solely and exclusively at Contracted Medical Services designated by Cigna Healthcare.

#### 2.8. Cover for maternity and new-born infants

- 2.8.1. Obstetrics
- 2.8.2. Vaginal or caesarean delivery

#### 2.8.3. Preparation for childbirth

Pre-delivery preparatory courses given by a specialised Physiotherapist and/or a Midwife, in accordance with the limits and conditions set out in the Policy.

#### 2.8.4. New-born infants

**Provided delivery is covered**, the Hospital and medical expenses caused in connection with new-born infants are covered while they remain without interruption in the Hospital where the birth took place, with the limits and **exclusions established in the Policy and up to a maximum of seven (7) days of Hospitalization.** 

# Medical assistance and the expenses derived from childbirth outside a Hospital are excluded.

#### 2.9. Other healthcare services

#### 2.9.1. Ambulance

Land-based ambulance services are covered for transportation from the Insured's home to a private Hospital and from a Hospital to the Insured's home, or between private Hospitals, provided that admission is covered by the Company.

It must be prescribed by the Physician that is responsible for the patient (on clinical grounds and provided that it cannot be done



**by any other means),** in accordance with the limits and conditions set out in the Policy. These limits shall not apply when transportation by ambulance is necessary and if the failure to provide it immediately endangers the life of the Insured or leads to irreparable harm for his or her physical integrity or health.

This service may be provided by the Contracted Medical Services designated for the purpose by Cigna Healthcare, in accordance with the limits and conditions set out in the Policy.

# It must be arranged through the Emergency Service of the Company.

Transportation services related to rehabilitation treatments and the performance of diagnostic tests or Consultations under an outpatient regime are excluded.

#### 2.9.2. Podiatry

Consultations and therapeutic procedures **(no Surgery)** carried out at the office (chiropody, podiatric treatment of ingrowing toenails and podiatric treatment of papilloma) are included with the limits and conditions set out in the Policy.

#### 2.9.3. Cigna Healthcare 24H medical guidance hotline

It is offered on the telephone number indicated for this purpose by the Insurer.

#### 2.9.4. Prostheses and Implants

The following prostheses are covered in accordance with the limits established in the Policy:

- I. Heart valves.
- 2. Pacemakers (with the exclusion of any kind of defibrillator).
- 3. Percutaneous occluder device, according to cover established in article 2.4.5. Cardiology.
- 4. Vascular prosthesis
  - By-pass.
  - Stent.
  - Coils: only in case of intracranial embolization, pelvic varicose veins and varicoceles.
- 5. Internal orthopaedic prostheses and osteosynthesis material.
- 6. In Surgery for cataracts, monofocal non-toric intraocular lenses are covered.
- Breast prostheses following radical mastectomy for an oncological process and following prophylactic mastectomy in accordance with the provisions contained in articles 2.4.II. and 2.9.9.
- 8. Surgical meshes for the repair of defects in the abdominal wall, urological meshes, and synthetic meshes for breast coverage after Surgery of malignant neoplasm.
- 9. Implantable Port-a-cath reservoirs in oncological treatments.
- IO. Digestive prostheses: oesophageal, hepatobiliary and colorectal, solely and **exclusively in oncological processes.**
- II. Biological dura mater meshes for the replacement of the dura mater in intracranial or spinal Surgery for tumours, and replacement of the pericardium in cardiac Surgery.

- 12. Testicular prostheses.
- 13. Hydrocephalus valve in shunts of Cerebrospinal Fluid (CSF).
- 14. LBiological ligaments. Cover for biological ligaments from bone banks **solely and exclusively in knee ligament surgeries.**
- 15. Teflon tympanum drainages.
- Implantes biológicos en Cirugías intracraneales y de columna vertebral en las Especialidades de traumatología y neurocirugía.
- 17. Ear prosthesis in cholesteatoma Surgery.

Orthopaedic material is excluded, i.e. orthopaedic apparatuses in general (wheelchairs, orthopaedic beds, corsets, neck braces and supporting canes), as well as any other material not explicitly reflected in the present General Conditions.

Surgical operations and Hospital expenses are excluded if intended for the implantation or replacement of a prosthesis that is not covered.

Customized Prostheses and/or Implants are expressly excluded.

#### 2.9.5. Transplants

Hospital and medical expenses derived from the performance of transplants for organs, tissues, cells or cellular components are covered in accordance with the limits per Insured and annuity established in the Policy.

# The organs, tissues, cells or cellular components used in the transplant and their transportation are excluded.

#### Donor testing is excluded.

#### 2.9.6. AIDS

This benefit covers the expenses derived from the treatment of the Illnesses or Lesions arising as a result of the Insured suffering Acquired Immunodeficiency Syndrome (AIDS), with the limits and conditions established in the Policy.

#### 2.9.7. Second medical opinion

In the case of Serious Illnesses indicated in the following paragraph, the assessment by renowned Specialists, contacted through a Provider chosen by the Company, of the diagnosis and/or medical treatment of the Insured in connection with said Illnesses is covered. For this benefit to be provided, the Insured must complete the forms provided and, where appropriate, deliver such medical information and/or documentation as may be required. The Insured will obtain a report, through the said service provider, containing a second medical opinion from one or more Specialists with no ties whatsoever to the Insurer.

The illnesses with respect to which a second medical opinion may be requested are as follows: oncology, cardiac diseases (including cardiac Surgery and angioplasty), organ transplant, neurological and neurosurgical diseases (including cerebrovascular accidents), Complex Orthopaedic Surgery, degenerative diseases and demyelinising diseases of the nervous system and illnesses and suffering derived from renal insufficiency.

In those cases where, after receiving the Second Medical Opinion, the Insured wishes to travel abroad to receive treatment,



information about support services can be obtained by calling the insurance company, **although this does not mean that medical assistance will be guaranteed while abroad; this will only be covered when so specifically stated in the Policy and always on the terms and conditions agreed**.

#### 2.9.8. Psychological guidance service

The psychological guidance service offered is included via the telephone number and with the timetable indicated for the purpose by the Insurer and via on-line Consultations.

#### 2.9.9. Preventive medicine

Medical Consultations, physical examinations and specific diagnostic tests necessary for the early detection of Illnesses related to the specialities indicated below are covered:

- a) Digestive apparatus. his includes a programme for the prevention of colorectal cancer for Insured parties at the age at risk, determined according to accepted medical standards.
- b) Cardiology. This includes a programme for the prevention of coronary risk for Insured parties at the age at risk, determined according to accepted medical standards. This programme includes: electrocardiography, conventional holter, conventional cardiac stress test and echocardiography. Coronary calcium scan is expressly excluded.
- c) Gynaecology. An annual gynaecological revision is covered for the early diagnosis of Illnesses in the breast and the neck of the womb.

Prophylactic contralateral mastectomy is included for those Insured parties **diagnosed as having breast cancer and with a positive result in the BRCA I and/or BRCA 2 tests**, and who decided to submit to bilateral mastectomy. The reconstruction of both breasts is also included, **provided that this is performed as part of the same operation and with the same reconstructive technique.** 

#### Lipofilling technique is excluded.

Where the reconstruction of the healthy breast cannot be performed, for medical reasons, during the initial operation and has to be deferred, the Insured will have a **maximum term** of 24 months following the mastectomy to undergo this reconstruction.

The procedure will be covered in accordance with the limits and conditions set out in the Policy and must be carried out, with the prior authorization from the Company, at the Contracted Medical Services designated for the purpose by Cigna Healthcare, in accordance with the limits and conditions set out in the Policy.

Prophylactic bilateral mastectomy is included for those asymptomatic **Insured parties who have obtained a positive result after completing a BRCA I and/or BRCA 2 test** in accordance with the conditions established in the Policy for these tests and who freely and voluntarily decide to undergo a bilateral mastectomy with reconstruction of both breasts through the placement of breast prostheses, **provided that this** is performed as part of the same surgical operation.

#### Any other reconstructive technique is excluded.

The procedure will be covered at the Contracted Medical Services designated for the purpose by Cigna Healthcare, with the prior authorization from the Company, in accordance with the limits and conditions set out in the Policy.

Prophylactic oophorectomy is included for those asymptomatic Insured parties who have obtained a positive result after completing a BRCA I and/or BRCA 2 test in accordance with the conditions established in the Policy for these tests and who freely and voluntarily decide on the preventive removal of their ovaries, in accordance with the limits and conditions set out in the Policy.

- d) Paediatrics. Regular Consultations and examination of the child's development are included, as well as health checks for the New-born Infant, including otoacoustic emission testing, audiometry, visual acuity testing, metabolic diseases, both in the cases established in article 2.8.4 of the General Conditions and also after the child is registered on the Policy.
- e) Urology. This includes a programme for the prevention of prostatic cancer for Insured parties at the age at risk, determined according to accepted medical standards.

#### 2.9.10. Odontology

Visits, simple extractions, peri-apical X rays (to view the innermost part of the tooth), orthopantomography **and one session of dental hygiene per annum are included, by the Contracted Medical Services designated for the purpose by Cigna Healthcare**.

For the purposes of delimiting this benefit, a simple extraction is understood to be the removal of a tooth that, in terms of technical difficulty, does not require any kind of special instrumentation in order to be performed, as opposed to a complex extraction requiring some type of special instrumentation either due to the tooth's anatomy or the destructive condition of the tooth.

#### 2.10. Cover for serious or complex cases (Case Management/ Clinical Follow-Up Unit).

Individualized monitoring by a nursing professional, following prior authorization from the Insurer, is included for Insured parties presenting serious pathologies such as those indicated below by way of example and without limitation:

- Oncological processes.
- > ICU.
- Long-term Hospitalization.
- High-risk pregnancies.
- Premature deliveries.
- Multiple trauma.

The levels of cover offered, subject to the clinical criterion of the Cigna Healthcare Nurse managing the case, include, among others:



2.10.1. Assistance and follow-up related to the cover for a second medical opinion

- 2.10.2. Guidance about Medical Staff
- 2.10.3. Hospital visits
- 2.10.4. Detailed cover management
- 2.10.5. International coordination

**2.IO.6. Individualized follow-up** by a designated Nurse who will act as the link to the Company during this process.

Inclusion in the programme for the Clinical Follow-Up Unit will not hinder the management of any clinical process.

In no case will Cigna Healthcare offer recommendations about the medical indications the Insured may have received, whether from a personal physician or from the doctors providing the second medical opinion, and the patient will retain, at all times, full autonomy to make a decision.

#### Article 3. Waiting periods

During the Waiting Periods established for cover as indicated in the Policy, the Insured is not entitled to receive the benefit, unless the said Waiting Periods are not applicable and this is expressly indicated in the Particular Conditions. Similarly, Cigna Healthcare assumes any necessary Healthcare Assistance in the event of a Life-Threatening Emergency and for so long as this Emergency situation may last, in accordance with the indications given in the Policy.

The following types of cover referred to in the present contract have the Waiting Periods indicated below:

#### 3.1. Vaginal or cesarean delivery.

The provision of vaginal or Caesarean delivery has a **Waiting Period** of eight (8) months counted from the date the cover begins, except in cases of a Life-Threatening Emergency for the mother or the foetus, or in births diagnosed as premature, provided that the pregnancy has begun after the date of registration of the Insured.

Similarly the **Waiting Period of eight (8) months** will apply to Caesarean sections prescribed for the Insured in advance (i.e. scheduled Caesareans, regardless of the reason) and not a consequence of a Life-Threatening Emergency for the mother or the foetus.

#### 3.2. Hospitalization and/or Surgery

All of the benefits included in Article 2.7 of the General Conditions have a **Waiting Period of six (6) months**, counted from the date the cover begins, except in cases of a Life-Threatening Emergency for the Insured.

#### 3.3. Trasplants

TThese have a **Waiting Period of twelve (I2) months** counted from the date the cover begins for the Insured under the Policy.

#### **Article 4. Exclusions**

Apart from the exclusions indicated in each of the articles, cover under this insurance is EXCLUDED in all the following cases:

- a. Damage or Claims that, in view of their magnitude and severity, are classified as catastrophic or a national calamity.
- b. Events caused violently as a consequence of terrorism, rebellion, sedition, mutiny or popular uprising and events or actions of the Armed Forces and the Security Forces and those caused by armed conflicts.
- c. Natural phenomena such as flooding, earthquakes, volcanic eruptions, atypical cyclonic storms, falling sidereal bodies and meteorites.
- d. Those derived from nuclear energy.
- e. Epidemics officially declared as such.
- f. Pre-existing Illnesses or Lesions. The present exclusion shall not apply when the Health Questionnaire was not required nor when, although required, Cigna Healthcare has expressly agreed in writing to cover such pre-existing state.
- g) Claims relating to all kinds of Congenital Illnesses, except those of:
  - The children of the Insured who have been born during the currency of the Policy and whose deliveries (vaginal or Caesarean) were covered by this Policy, provided that their inclusion on the Policy has been notified within the term of one month from their birth and they have been registered on the insurance retrospectively to the date of birth.
  - The children of the Insured who were born or adopted during the currency of the Policy and whose deliveries (vaginal or Caesarean) were not covered, provided that the Insured has notified the Insurer, at least one month prior to the date of birth or adoption, of the intention to insure the said children and they have been registered on the insurance retrospectively to the date of birth.
- h. General medical examinations, Check-ups and any visit, treatment or test classified as Preventive Medicine except those mentioned in article 2.9.II.
- i. Any admission to Hospital, surgical operation, diagnostic test or medical treatment that has not been prescribed and approved by a Physician.
- j. Those derived from alcoholism, drug addictions and intoxication due to the abuse of alcohol or the use of psychotropic, narcotic or hallucinogenic drugs. Accidents suffered while in a state of drunkenness or under the effects of drugs or narcotics, or as a consequence of criminal actions by the person in question, recklessness or gross negligence as declared in a court of law.
- Plastic or restorative Surgery except as mentioned in article 2.4.10.
- I. Treatments with a purely aesthetic purpose, rejuvenation,



detoxification and/or sleep cures, thermal and climatic cures, hair Implants, treatments at spas and gymnasiums and maintenance therapies.

- m. Prostheses and Implants of any kind, as well as orthopaedic anatomical parts, except those specifically covered by the Policy under article 2.9 4. Customized Prostheses and/or Implants are expressly excluded.
- n. Genetic tests other than those expressly mentioned in the specialities, except for those intended for the diagnosis of illnesses in affected symptomatic patients. The determination of genetic maps for predictive or preventive purposes is expressly excluded. Pharmacogenetic studies are excluded, except those expressly mentioned, as well as Gene Therapy treatments.
- o. Pharmaceutical products outside the Hospitalization regime, including those administered on an out-patient basis, except for those specifically covered by the Policy with a maximum reimbursement limit equivalent to their retail price published by the Ministry of Health or other competent authority. Vaccines of all kinds. Admissions to Day Hospitals for the sole purpose of administering medicines or pharmaceuticals are excluded.
- p. Surgical techniques and/or therapeutic treatments using laser or HIFU and robotic Surgery, except those expressly included in the different specialties.
- q. All those diagnostic and therapeutic procedures not habitually used (in a majority of the Spanish Regions) and not in widespread use at Public Health Centres (a majority of such Centres in each of the Regions) and diagnostic tests and treatments whose clinical efficacy and safety have not been sufficiently proved or for which there is no consensus among the Scientific Community in Spain.
- r. Attempted suicide or voluntary mutilation, and Accidents deliberately caused by the Insured.
- s. Sex reassignment operations or any treatment necessary for the preparation of or recovery from such operations (for example, psychological advice), including the complications resulting from such treatment.
- t. Hospitalization for social problems and for palliative care.
- u. For those Insured parties covered by the benefits of the Social Security regime, Healthcare Assistance provided at Social Security centres o centres included in the National Health System, including the Spanish Regions, that do not have agreements in place with the Insurer.
- v. Illnesses or Accidents derived from participation as an amateur in any dangerous activity or sport. The following activities are considered to be dangerous activities or sports, albeit without limitation: motor sports, airborne sports or activities, racing competitions, off-piste skiing, scuba diving, undersea fishing without breathing equipment, potholing, mountain climbing, bungee-jumping, rafting, parachuting, hang-gliding, whitewater canoeing, bobsleigh, boxing or martial arts, any kind of race, rally or competition not

conducted on foot, rugby, weightlifting, fencing and shooting.

Accidents suffered as a Professional Athlete during participation in races or competitions and their corresponding events and training sessions.

- w. Assisted reproductive treatments, as well as any other similar treatment and the diagnostic study and treatment of sexual impotence; treatment intended to solve problems of sterility; reversal of vasectomies or any other surgical treatment intended to re-establish the Insured's fertility.
- x. Any assistance related to or derived from a medical procedure, or the complications thereof, that is not covered by the Policy.
- y. Foetal intervention.
- z. Voluntary termination of pregnancy.

In addition to the preceding exclusions, the exclusions established in the corresponding Rider are applicable in all cases to the cover for Assistance While Travelling Abroad.

References to the insurance contract act.

#### Article 5. The insurance contract

# 5.1. Documentation and formalization of the insurance contract and duty to provide information

Prior to the conclusion of the contract, the Policyholder is under the OBLIGATION to declare to the Insurer, in accordance with the questionnaire submitted by the latter, all of the circumstances known to the Insured that might have an influence on the Insurer's assessment of the risk.

Bearing the foregoing obligation in mind, the present Policy has been arranged on the basis of the declarations made by the Policyholder and/or by the Insured on the Subscription Document or Insurance Application Form, on the Health Questionnaire, and on any other means for the transmission of information admitted by Cigna Healthcare and accepted by the Insured, expressly including electronic and telephonic contracting. The said declarations constitute the fundamental obligation of the Policyholder and/or the Insured regarding the declaration of the risk, especially the Health Questionnaire, and they therefore constitute an essential element of the contract and the basis for its formalization.

The Policyholder has the duty and the obligation to sign each and every one of the documents making up the Policy and to deliver a signed copy thereof to the Insurer.

The insurance shall become effective after the Policy is signed and the corresponding Premium paid.

Should the contents of the Policy differ from the insurance proposal or from the clauses agreed, the Policyholder may require the Insurer to remedy the divergence identified within the term of one month counted from the delivery of the Policy. Once this term has elapsed without any complaint having been made, the parties shall abide by the provisions contained in the Policy.



Once the contract has been formalized and during the course of the same, the Policyholder and/or the Insured must notify the Insurer, as promptly as possible, of any alteration in the factors and circumstances declared at the moment the Policy was contracted that might aggravate the risk and are of such a nature that, had they been known to the latter at the moment the contract was concluded, it would not have entered into it or would have done so on more onerous conditions.

In no case shall any variation in the circumstances regarding the state of the Insured's health be considered an aggravation of the risk and therefore need not be notified to the Insurer.

#### 5.2. Conditions for Inclusion in the insurance

It will not be possible for persons aged 64 or over to subscribe this insurance, or such other age, if any, specified in the Particular or Special Conditions.

The Insurer and the Policyholder may agree on inclusion conditions in addition to those appearing in the Particular Conditions.

The Insurer reserves the right to reject the inclusion in the insurance or to limit or exclude any of the cover therein on the basis of the declarations made in the Health Questionnaire or any other document furnished for the purpose and of the medical examination, if any.

#### 5.3. Duration of the Contract

The insurance cover is stipulated for the period of time foreseen in the Particular Conditions and, on its expiry, it will be deemed to have been automatically extended for the term of one year and so on thereafter on the expiry of the annual period under way.

Both the Policyholder and the Insurer may oppose the extension of the contract by means of written notification sent to the other party at least one month in advance of the conclusion of the cover in the initial period or the annual extension when the party opposing the extension is the Policyholder, and two months when it is the Insurer.

#### 5.4. Subrogation

The Insurer, once the Healthcare Assistance referred to in the present contract has been provided, shall be able to exercise any and all rights and actions that, in connection with the Illness or Accident, might correspond to the Insured against the persons responsible for the same or the public bodies or other entities that may have a legal or regulatory obligation to cover the same pursuant to any compulsory or voluntary insurance up to the limit of the cost for the Healthcare Assistance provided.

This subrogation right shall not be exercised against the spouse of the Insured nor against any other relatives to the third degree of consanguinity, any adoptive parent or adopted child living with the Insured in question. This exception shall have no effect if the liability stems from criminal intent, or if the responsibility is covered under an insurance contract. In this latter case, the subrogation shall be limited in scope in accordance with the terms of the said contract.

In the event where the Insurer and the Insured act jointly against the third party with liability, any collection obtained will be distributed

among them in proportion to their respective interest.

#### 5.5. Limitation of legal action

Any lawsuits arising out of the present contract shall be time-barred after five years have elapsed from the moment when they could have been exercised.

#### 5.6. Communications

All communications will be addressed by the Policyholder/ Insured to the Insurer at its registered office, or at any of its offices or another remote electronic address expressly designated by the Insurer for certain communications, provided that this is expressly stated.

Communications of the Insurer to the Policyholder and, if any, to the Insured, shall be made at the address of the latter indicated in the Policy and/or email address or other remote electronic means, whenever this is compatible with the content and format of the communication.

Communications effected by an insurance broker or brokerage office to the Insurer on behalf of the Policyholder or the Insured shall have the same effects as if they had been made by the Policyholder in person, except as otherwise indicated by the same. In all cases, the express consent of the Policyholder will be required for the subscription of a new contract or to amend or rescind the insurance contract in force.

Nonetheless, communications made by the Policyholder or the Insured to the insurance broker or brokerage office are not deemed to have been made to the Insurer until they have been received by the latter.

Communications made by the Policyholder or Insured to an insurance agent of the Insurer shall have the same effects as if they had been made directly to the latter.

The Insurer shall obtain the Policyholder's and/or Insured's consent to record the telephone conversations held in connection with the present Policy and to use the same in its quality assurance processes, and, when pertinent, as evidence for any dispute that may arise between the parties, at all events preserving the confidentiality of the conversations.

Those communications made in writing that have been refused, those sent by registered mail and not collected from the Post Office, and those that do not reach their destination because of a change of address that has not been indisputably notified to the Insurer shall have identical effects as those communications received. This also applies in case of change of the place or means of communication established in the Policy that has not been notified to the Insurer.

# Article 6. Duties and obligations of the Insured

#### 6.1. Premiums

The Policyholder shall pay the Insurer the Premium in the manner and on the dates specified in the Particular Conditions to this Policy. If payment by instalments is arranged for the annual Premium, the Policyholder shall be obliged to pay the first instalment at the moment the contract is concluded. Subsequent Premiums must be paid on their corresponding maturities. Payment by instalments of



the Premium shall not release the Policyholder from the obligation to pay the full amount of the Premium.

If the first Premium is not paid due to the fault of the Policyholder, or if the Sole Premium is not paid on its maturity, the Insurer is entitled to resolve the contract or to demand payment of the Premium due through forced recovery on the basis of the Policy. If the Premium has not been paid before the Claim arises, the Insurer will be released from its obligation.

In the event of any non-payment of one of the subsequent Premiums, or of any of the instalments if payment of the Premium by instalments has been arranged, then cover by the Insurer shall be suspended one month after the date of maturity. If the Insurer has not claimed payment within the six months following the maturity of the Premium, the contract will be understood to have been extinguished. In any case, when the contract is suspended, the Insurer may only demand payment of the Premium for the ongoing period and it shall be entitled to the fraction of premium for the time during which the cover was suspended.

If the contract has not been resolved or extinguished pursuant to the preceding paragraphs, the cover shall once more be effective from midnight on the date the Policyholder paid the Premium (or the pending instalment(s)).

The Insurer, giving two months' notice to the Policyholder prior to the termination of the ongoing period, may alter the Premiums annually on the basis of the technical and actuarial calculations necessary to determine the impact of the following concepts on the financial and actuarial scheme of the insurance: the increase in the cost of the healthcare services, the increased frequency of the benefits covered by the Policy, the increase in the loss rate, the incorporation into the cover guaranteed of technological innovations emerging or being used after the execution of the contract, or other events with similar consequences.

The Policyholder may opt between the extension of the insurance contract with the new Premiums established by the Insurer for the following annual period, or its extinction on the maturity of the annual period under way. In this case, the Policyholder must notify the Insurer of the decision not to extend the contract giving at least one month's notice prior to the date of the Policy's maturity.

#### 6.2. Collaborationin processing

In the event of a Claim covered by this insurance contract, the Policyholder and/or the Insured will be obliged to cooperate with the Insurer to reduce all the consequences of the same, as well as to communicate immediately to the Insurer the occurrence, circumstances and possible consequences of the Claim.

The Insured, any relatives or successors in title musts allow the visit of the Insurer's Physicians, as well as any verification or confirmation that the Insurer may consider necessary for the verification of the Claim, authorizing the delivery to the Insurer of any and all documents related to the cover under the Policy that may be requested.

All complementary information requested by the Insurer to verify the Claim must be sent by the Policyholder or the Insured within the

maximum term of sixty (60) days from the occurrence of the Claim.

Together with notification of the Claim, the Policyholder or the Insured must send the Insurer the medical report specifying the diagnosis and nature of the Illness when so required by the Insurer. Documents will be submitted in the manner and with the contents requested by the Insurer.

In addition, the Insured must faithfully observe all the prescriptions of the Physician in charge of curing the condition and must give the Insurer all kinds of information about the circumstances or consequences of the Claim.

Any failure to comply with these obligations will give rise to the possibility for the Insurer to Claim back any damages suffered. Should any criminal intent or serious blame attach to the Policyholder and/or Insured, the Insurer shall be released from its obligation to provide compensation.

#### 6.3.Taxes and Surcharges

All taxes and surcharges that may legally be passed on and must be paid in connection with this contract, whether at present or in future, shall be for the account of the Policyholder or the Insured.

#### Article 7. Obligations of the Insurer

#### 7.1. Provision of Cover

The Healthcare Assistance covered by the Policy is provided through healthcare professionals and Hospitals in Spain included in the Contracted Medical Services.

The Insured will be required to present identification in advance as the person covered by the insurance. For this purpose, the Policyholder will be provided, at the start of the cover, with the corresponding to cards accrediting the status of an Insured party and the Insured must present this card to the professional together with a National ID card or legally equivalent document. The information about the Contracted Medical Services will be updated from time to time on the Cigna Healthcare web page. The Policyholder will be jointly and severally responsible for any expenses incurred by the Insured for services rendered by the Contracted Medical Services through the use of a Cigna Healthcare card corresponding to an extinguished insurance arrangement. All this is without prejudice to the liabilities that the Insured might incur in the event of fraudulent use of the card.

The Insurer will not reimburse the fees of professionals and other Contracted Medical Services paid directly by the Insured, nor the medical expenses and fees arising out of the Healthcare Assistance provided by professionals and Hospitals not included in the Contracted Medical Services, except in the cases expressly reflected in the Policy.

For the purposes of the insurance, the Claim will be deemed to have been notified when the Insured goes to the Contracted Medical Services or requests a service.

The Insured may freely choose and use the services of the healthcare professional and/or Medical Centre or Hospital considered to be most appropriate among the Medical Staff of Cigna Healthcare, in accordance with the levels of cover contracted in the Policy. The right



of freedom of choice of the professional and Medical Centre and/or Hospital, the lack of any organizational hierarchy on the part of the Insurer and the independence of criterion, as well as the existence of professional secrecy, are all circumstances that, each one individually, necessarily presuppose the absence of any kind of liability on the part of the Insurer for the acts performed by the same.

#### 7.2. Information to the Policyholder

Pursuant to the provisions contained in the Insurance and Reinsurance Entities (Organization, Oversight and Solvency) Act (Act 20/2015) and the Royal Decree 1060/2015, dated November 20th, 2015, on the Organization, Oversight and Solvency of Insurance and Reinsurance Entities, the Insurer provides the following information, in addition to that already contained in the rest of the Policy:

- a) The law applicable to this insurance contract is the Insurance Contract Act 50/1980, dated October 8th, 1980, and the Insurance and Reinsurance Entities (Organization, Oversight and Solvency) Act 20/2015, dated July 14th, 2015, as well as the regulations developing the same.
- b) When the contract has been entered into using any remote contracting technique, and, in accordance with the provisions contained in Act 22/2007, dated July IIth, 2007, on the remote marketing of financial services targeting consumers, the Policyholders shall be able to cancel the present insurance unilaterally, without needing to indicate the reasons and without any penalty whatsoever, within the term of thirty (30) days from the date the insurance was entered into or the receipt by the Policyholder of the contractual terms and conditions and the compulsory prior information foreseen in the aforesaid Act, if this is received after the conclusion of the insurance.

In order to exercise this right, Policyholders shall send the corresponding notification addressed to the Insurer, using any lasting medium accessible to the Insurer. Policyholders may submit the said notification using electronic means, provided that measures are in place to guarantee the integrity, authenticity and absence of tampering of the notification and enabling the date of the sending and receipt of the same to be confirmed. Coverage of the risk shall cease from the date of issue by the Policyholder of the cancellation notification.

- c) In the event of any complaint or dispute regarding the insurance, the Policyholder, Beneficiary, Insured or successors in right of any of the same may address the following instances for its resolution:
  - In writing, to the Incidents Department of Cigna Life Insurance Company of Europe, SA-NV Sucursal en España, Parque Empresarial La Finca, Paseo del Club Deportivo I, Edificio I4, Planta Primera. 28223 Pozuelo de Alarcón

     Madrid, or at the following email address: servicio. incidencias@cigna.com.
  - The Cigna Healthcare Client Ombudsman, at C/ Velázquez, 80, 1º Dcha., 28001 Madrid, or at the following email address: reclamaciones@da-defensor.org.

The processing of complaints and disputes by the above instances shall never exceed the term legally established and the procedure is regulated in the Regulations for the Defence of Clients at Cigna Life Insurance Company of Europe, available at the Entity's offices.

iii. Once the internal route of the Insurer referred to in the preceding section has been exhausted, it will be possible to initiate the administrative procedure for complaints before the Complaints Service of the Directorate-General for Insurance and Pension Funds located at Paseo de la Castellana, 44, 28046 Madrid, (www.dgsfp.mineco.es). For this purpose, claimants must demonstrate that the term of one month has elapsed since the date the complaint was submitted to the Insurer's Incident Department, without the same having been resolved or the consideration of the complaint refused or the request denied.

#### 7.3. Personal Data Protection

Cigna Life Insurance Company of Europe, SA/NV, Sucursal en España shall process data related to the applicant/Policyholder (in the case of individual insurance policies), Insured and beneficiary (jointly, the "Data Subject) as data controller, for the following legitimate purposes and grounds: (a) handle the application and/ or insurance contract; (b) comply with all legal obligations; and (c) prevent and investigate fraud, based on legitimate interest. Data Subject's data (including health information) shall be collected directly from the Data Subject or through other sources (insurance broker, employer, in the case of collective insurance policies, or medical professionals, among others). Cigna Healthcare shall share the Data Subject's personal data with third parties, including recipients located in countries that do not ensure an adequate level of protection (United States of America). The Data Subject may exercise, at any time, its rights of access, rectification, objection, erasure, portability and restriction of processing and withdrawal of consent by sending notification via email to CGHB-EU-Privacy@ cigna.com.

For more information on the processing of the Data Subject's personal data, please, refer to the Personal Data Protection Annex of the Policy.

#### Article 8. Complaints

#### 8.1. Arbitration

If both parties agree, they may submit their differences to the consideration of arbitrators pursuant to current legislation.

#### 8.2. Competent Jurisdiction

The competent Judge for hearing any lawsuits arising out of the insurance contract will be that corresponding to the Insured's domicile in Spain and any agreement to the contrary will be void.



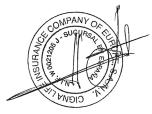
#### Article 9. Express acceptance acknowledgment of receipt of information

The Policyholder expressly acknowledges the receipt of the General, Special and Particular Conditions making up this Policy and states his or her awareness of and agreement with the same.

Similarly, in accordance with the provisions contained in Section 3 of the Insurance Contract Act, and as an additional agreement over and above the Particular Conditions, the Policyholder states that he or she has read, examined and understood the contents and scope of all the clauses in the present contract and, in particular, those that, duly highlighted in bold print, might limit his or her rights.

Lastly, the Policyholder expressly acknowledges having received from the Insurer, in writing, the corresponding information relating to the legislation applicable to the insurance contract, the various instances for dealing with complaints, the Member State of the Insurer's domicile and its oversight authority, the company name, registered office and legal form of the Insurer, as well as, where appropriate, the minimum information foreseen in Act 22/2007, dated July IIth, 2007, on the remote marketing of financial services targeting consumers.

In the case of collective insurance policies, the Policyholder states that he or she has provided the Insured parties, and will provide any future Insured parties, with the aforesaid information, as well as any other information that may affect the rights and obligations of the Insured parties pursuant to the General, Particular and Special Conditions of this Policy, particularly the information relating to their personal details and the consent to process personal information, prior to their inclusion in the insurance.



Juan José Montes Escribá Managing Director Cigna Life Insurance Company of Europe, SA/NV, Spain's Branch Office



# Annexed 1. Addendum Cigna Salud Plena

The product contracted, Cigna Salud Plena, includes, in addition, the follwings cover, waiting preiods and exclusions:

#### Article 2. Cover under the insurance

The cover established in article 2. of the General Conditions is amended in the following terms:

## 2.2. Primary medical assistance [the section corresponding to Paediatric Medicine].

The reimbursement of the fees invoiced by a paediatrician outside the Medical Staff of Cigna and paid by the Insured is also guaranteed in accordance with the limits established for the purpose in the Policy.

#### 2.4.16. Gynaecology and obstetrics

The reimbursement of the fees invoiced for consultations with gynaecologists outside the Medical Staff of Cigna and paid by the Insured is also included in accordance with the limits established for the purpose in the Policy.

#### 2.5.1. Clinical analyses

The performance of the following determinations is included:

- Biochemistry
- > Microbiology and parasitology
- Haematology
- > Karyotype in peripheral blood due to repeated miscarriages

**Food intolerance tests and genetic tests are excluded** except for those expressly included in the difference specialities reflected in these General Conditions.

2.7. Medical and surgical hospitalization. This is drafted as follows:

The expenses listed below are covered in the event of hospitalization **prescribed by a legally qualified Physician or Specialist belonging to the Cigna Medical Staff:** 

[The cover continues in the General Conditions]

#### b) Contracted medical services at hospitals. his is drafted as follows:

Use of operating room, material, medicinal substances (both in the operating room and those supplied during

Hospitalization), anaesthesia, resuscitation and/or any **other concept in the Contracted Medical Services** provided during Hospitalization up to the daily quantitative limit established for the purpose in the Policy.

[The cover continues in the General Conditions]

2.9.1. Ambulance. This is drafted as follows:

Land-based ambulance services are covered for transportation to a Hospital, or from a Hospital to the Insured's home, if **prescribed by a Physician on the Medical Staff (on clinical grounds and provided that it cannot be done by any other means)**, in accordance with the limits established in the Policy. These limits shall not apply when transportation by ambulance is necessary and if the failure to provide it immediately endangers the life of the Insured or leads to irreparable harm for his or her physical integrity or health.

#### 2.9.5. Transplants. This is drafted as follows:

Hospital and medical expenses derived from the performance of bone marrow, kidney, liver, heart, lung, and cornea transplants are covered with the limits established in the Policy.

## The organs, tissues, cells or cellular components used in the transplant and their transportation are excluded.

#### 2.9.II. Clinical psychology

The cover includes, with a maximum limit of 20 sessions per Insured and annuity, individual psychological treatment, provided by a psychologist of the Contracted Services, upon prescription by a Psychiatrist, Oncologist or Neurologist (or paediatrician, if the Insured is under 16 years of age), intended to treat pathologies that can be subject to psychological intervention. Sessions may be extended up to 40 sessions per Insured and annuity, exclusively for treatments of nutritional disorders (anorexia and bulimia nervosa).

#### 2.9.12. Pharmaceutical expenses

The benefit includes the reimbursement of the non-hospital pharmaceutical expenses for generic products that can be dispensed with a medical prescription at pharmacy outlets open to the public in

accordance with the terms established in the Policy.

#### **Article 3. Waiting Periods**

#### Article 3.1. Delivery and/or Caesarean is replaced by:

#### 3.I. Maternity

Gynaecological and/or obstetric healthcare assistance needed for the monitoring and oversight of pregnancy, including the midwife as well as attention during the delivery, whether vaginal or by Caesarean section, and the postpartum period, have a **waiting period of eight (8) months** counted from the date the cover begins, except in deliveries or C-sections performed in cases of Life-Threatening Emergency (as defined in the Policy) for the mother or the foetus, or in deliveries diagnosed as premature, provided that the pregnancy has begun after the date of registration of the Insured. This waiting period affect





obstetrics consultations, diagnostic tests and/or related therapeutic acts, as well as childbirth preparation courses.

The waiting period of eight (8) months is also applied to Caesarean sections for the Insured in advance (i.e. scheduled Caesareans, regardless of the reason) and not a consequence of a Life-Threatening Emergency for the mother or the foetus.

#### 3.2. Hospitalization and/or surgery is replaced by:

#### 3.2. Hospitalization and/or surgery

All of the benefits included in Article 2.7. of the General Conditions have a **waiting period of eight (8) months** counted from the date the cover begins except in the event of a Life-Threatening Emergency for the Insured.

# A new Article 3.4. is added for the Ligature of Fallopian Tubes and Vasectomies:

#### 3.4. Ligature of fallopian tubes and vasectomy

These have a waiting period of eight (8) months counted from the date the cover begins for the Insured under the Policy.

## The rest of the articles in the General Conditions for the Medical Staff Product contracted remain unaltered.



# Annexed 2. Assistance when travelling abroad

The following add-on covers included in the ONCAMPUS product will be offered by insurer IRIS GLOBAL Soluciones de Protección Seguros y Reaseguros, S.A. Calle Julián Camarillo, 36 28036 Madrid (España).

Registered in the "Dirección General de Seguros y Fondos de Pensiones" under number CO627.

#### Definitions

The terms listed below have the following meanings when used in these covers:

- Insurer: IRIS GLOBAL as the Insurance Company that assumes the contractually agreed risk, subject to Spanish law, with registered office in Spain.
- Insured: The natural person resident in Spain to whom the rights deriving out of the contract correspond and who, in the absence of the Policyholder, personally assumes the obligations arising out of the present contract.
- Hospital facility: public or private establishment, hospital, health centre or clinic, legally authorised for the medical treatment of illnesses or physical injuries with the material and personal resources necessary to carry out diagnoses, treatments and surgical interventions. Spas, nursing homes, rest homes, retreats or similar establishments are not considered to be Hospital Facilities.
- Crisis: effect or set of effects deriving from a traumatic event and leading to the incapacity or certain impairment of the person with respect to the regular performance of their daily tasks.
- Address of the Insured: for the purposes of the benefits of the covers and limits of compensation described in each one of them, the Insured's address is that of their habitual residence in their different countries of origin, so that whenever the word Spain appears, it will mean the Insured's country of origin and whenever the word foreign appears, it will mean all other countries, except that of the Insured's address.
- Terminal illness: advanced, progressive and incurable condition for which there is no reasonable chance of response to specific treatment and with a prognosis of less than I2 months to live.
- Baggage: all personal belongings that the Insured carries with them during travel, as well as those dispatched by any means of transport.

- > Event: the set of all individual claims arising out of or directly caused by the same occurrence or event.
- Family members: only spouses, common-law partners, children, parents, siblings and in-laws are considered family members except as stipulated in each Coverage or Cover.
- Theft: appropriation of other people's property for profit, without the use of violence, intimidation or forced entry.
- Couple: spouse, common-law partner registered as such in an official, local, regional or national register, as well as situations of similar accredited cohabitation.
- Habitual residence: the place where the Insured has their main residence. In case of doubt, it means the address appearing as such in their census registration.
- Robbery/burglary: appropriation of other people's property by means of violence or intimidation to persons, or by forced entry.
- Foreign travel: any travel and subsequent stay of the Insured outside the country corresponding to their address and/or habitual residence.

#### Stipulation one: Guarantees covered

#### A) On-trip medical assistance covers:

On-Trip Medical Assistance is covered for temporary travel outside Spanish territory **for periods of less than 90 consecutive days**, under the terms and conditions detailed in the regulations of the On-Trip Medical Assistance Cover. To receive this Assistance, you must first call the telephone number indicated by the Insurer for this purpose.

The terms and conditions covered under the "Medical Assistance for Travel Abroad" cover for temporary travel abroad for periods of less than 90 consecutive days are as follows:

> Guarantee one: medical, pharmaceutical or hospitalisation expenses abroad

The Insurer pays the Insured's medical expenses and fees for consultations or treatment, including surgical and pharmaceutical costs, in the event of Illness or Accident covered by the Policy, provided that prior approval has been requested in accordance with the following procedures in the event of a Claim (Stipulation SIX).



If the Insurer's Physician or the physician of any reinsurer covering this benefit, in agreement with the physician attending the Insured, determines that the latter needs to be hospitalised, the Insurer will pay the cost of transport to the hospital, the hospital stay and the health services necessary for the treatment of the Insured, including pharmaceutical expenses **up to a limit of 30,000 euros per Claim and Insured.** 

#### Guarantee two: emergency dental expenses when travelling abroad

In the event of travel abroad, the Insurer will cover the costs of treatment as a result of the onset of acute dental problems such as infections, pain, broken teeth, fillings that fall out, etc., requiring emergency treatment, with a limit of 300 euros per Claim and Insured.

#### Guarantee three: advance payment of deposit for hospitalisation abroad

When the Insured needs to be admitted to a Hospital Facility due to an accident or illness covered by the Policy during a trip abroad, the Insurer will pay the deposit required by the Facility for the admission of the Insured, **up to the limit stipulated for the Medical Expenses cover.** 

#### > Guarantee four: shipment of drugs abroad

The Insurer will send medicine of vital importance for the treatment of Injuries or Serious Illness occurring during the trip abroad in the event that it cannot be obtained in the location of the ill or injured Insured. In the event that the Insurer assumes the medical expenses, in accordance with and in application of cover one, these will be extended to the cost of the medicine, otherwise the Insured will only pay the price paid by the Insurer for the purchase of the medicine in question.

#### Guarantee five: extension of stay

If the Insured is ill or has an accident abroad and cannot return on the scheduled date, when the Insurer's medical team so decides on the basis of its contacts with the attending physician, the Insurer will bear the expenses not initially foreseen by the Insured due to the extension of their stay in a hotel and meals **up to the limit of IOO euros per day for a maximum of 20 days.** 

#### > Guarantee six: medical transfer or medical repatriation

Provided that the Insurer's medical services so decide in collaboration with the Physician treating the Insured, who has suffered an Accident or Serious Illness requiring vital care, the Insurer will transport the Insured to a Hospital in Spain or to the domicile thereof, with medical and health care if necessary, when they are unable to continue the journey by their own means, if the Accident or Serious Illness has occurred during their stay in Spain.

Medical transport will be by the most appropriate means, taking into account the condition of the sick or injured person, as well as other health considerations and the availability of resources. In any case, air ambulances can only be used in Europe and countries bordering the Mediterranean Sea. In the event of benign illnesses or minor injuries that do not give cause for medical repatriation, the Insurer will pay for the transport of the Insured in a vehicle or ambulance to the place where the medical care required can be provided.

#### B) Travel assistance covers:

#### > Guarantee seven: travel expenses of a companion

If the Insured has to be hospitalised as a result of the occurrence of a risk covered by the Policy for a projected period of **more than five (5) nights**, the Insurer will provide the companion designated by the Insured with a **return ticket by rail (first class), air (tourist class) or any other means of public and collective transport that the Insurer considers most suitable, so that they may join the hospitalised person**.

> Guarantee eight: subsistence expenses for the hospitalised insured's companion

In the event that the **hospitalisation** of the Insured, due to an accident or illness covered by the policy, is expected to **last more than five nights**, the Insurer will meet the board and lodging expenses of the companion designated by the Insured in the locality where the latter is hospitalised, **up to a limit of IOO euros per day for a maximum of IO days.** 

This cover will apply even if the companion is travelling with the Insured.

> Guarantee nine: transfer or repatriation of mortal remains

a) If the Insured should die during the course of a trip covered by the Policy, the Insurer will take care of the formalities and expenses necessary for the transfer of the mortal remains to the place of burial in Spain or to the Insured's domicile if they die during their stay in Spain.

# The costs of burial, cremation or the funeral ceremony and the cost of the coffin are not included in this cover.

b) If, by application of section a) of this cover, the Insured's personal belongings are left at their place of travel, the Insurer will meet the expenses necessary for the transfer or repatriation of their baggage, **up to a limit of 500 euros**.

# > Guarantee ten: travel expenses of the person accompanying the deceased

The insurer will provide a maximum of two persons resident in the country of residence of the Insured, and designated by the relatives, with a return ticket by rail (first class), air (tourist class) or the means of public and collective transport that the Insurer considers most suitable for accompanying the mortal remains.

> Guarantee eleven: subsistence expenses of the person accompanying the mortal remains

Should the above cover be applicable, if the companion(s) has(have) to remain in the place where the death occurred due to formalities related to the transfer of the Insured's mortal remains, the Insurer



will pay for their board and lodging expenses **up to a limit of IOO euros per day for a maximum of IO days.** 

 Guarantee twelve: loss or robbery of personal documents abroad

Should the Insured lose personal documents such as Passports, Visas, Credit Cards or essential Identification Documents or have them stolen during a trip abroad, the Insurer will assist in reporting the loss to the necessary authorities or public or private bodies, as well as meet the expenses incurred in the reissue of the same, **up to a limit of 200 euros.** 

Damage resulting from the loss or theft of the aforementioned objects or their improper use by third parties, as well as expenses incurred in the country of origin or residence, are not included in this cover and, consequently, no compensation will be paid.

 Guarantee thirteen: bail bonds and costs of proceedings abroad

The Insurer will advance the amount corresponding to the Insured's legal defence costs and the amount of any bail bonds that they may have to provide as a result of legal proceedings brought following a motor vehicle accident occurring outside the Insured's country of residence and/or habitual domicile, **up to a limit of 10,000 euros**, subject to a formal guarantee to repay the amounts lent within sixty days.

#### > Guarantee fourteen: legal assistance abroad

#### a) Legal Assistance:

- **Basic legal advice abroad:** in the event of a claim covered by the policy, the Insurer's Spanish lawyers will provide the Insured with basic advice on how to deal with the situation until they contact a national lawyer.
- Connection with International Lawyers Network: in the event of a claim covered by the policy, the Insurer will put the Insured in contact with a lawyer from its Network, if there is one in the locality.

b) Claim for Personal Injury caused by a third party: Defence of the interests of the Insured abroad, claiming personal injury of noncontractual origin, caused recklessly or maliciously by a third party. The maximum limit of Expenditure for this cover will be 10,000 euros.

c) Criminal Defence abroad: Defence of the Insured and their criminal liability in foreign courts within the framework of their personal life, on the occasion of the trip covered by the Insurance. Cases of wilful misconduct or gross negligence on the part of the Insured are excluded. The maximum limit of Expenditure for this cover will be 10,000 euros.

#### Guarantee fifteen: loss or robbery of baggage

Subject to the exclusions indicated in these General Terms and Conditions, the Insurer covers the payment of compensation for loss of baggage during journeys to and from the Insured's country of

#### origin, **up to the limit of 900 euros**, as a result of:

- Robbery (for these purposes, robbery is understood to mean robbery committed by means of violence or intimidation to persons or forced entry only).
- Breakdowns or damage caused directly by fire or robbery.
- Breakdowns and definitive loss, total or partial, caused by the carrier.

Valuables are covered up to 50% of the sum insured for all baggage. Valuables include jewellery, watches, precious metal objects, furs, paintings, works of art, silver and precious metalwork, unique objects, mobile telephones and their accessories, cameras and accessories for photography, video, radio, recording or reproducing sound or images, and their accessories, computer equipment of all kinds, remote-controlled models and accessories, rifles, hunting rifles, shotguns and their optical accessories, wheelchairs and medical devices, etc.

#### Jewellery, furs and cash are only insured against theft and only when deposited in a hotel safe or carried by the Insured.

Baggage left in motor vehicles is considered insured only if it is in a locked boot/luggage compartment. From IO p.m. to 6 a.m., the vehicle must remain inside a closed and guarded car park; vehicles entrusted to a carrier are exempt from this limitation. Under no circumstances will robbery of baggage from vans or minivans be covered, as these vehicles do not have a luggage compartment with an independent locking system.

The application of the average rule in the event of a claim under this cover is expressly repealed, being settled at first risk.

The compensation received for this baggage being delayed will be deducted from the compensation to be received under this cover.

In the event of theft, the Insured must report the incident to the police at the place where it occurred, stating the list of items and their financial value, as well as obtaining a copy of said report which will be sent to the Insurer. Such report must be filed within 48 hours of the theft.

 Guarantee sixteen: delay in the delivery of checked baggage on public transport

In the event of a delay in the delivery of baggage checked in on public transport **that exceeds 6 hours**, the Insurer will pay for the cost of any basic necessities that the Insured may need to purchase due to the temporary absence of their baggage, it being an essential requirement that such items be purchased within the period of delay suffered.

The Insured must provide the corresponding documentation proving the delay, issued by the carrier, and the original invoices for the items purchased. **This reimbursement will be deductible from the sum insured in the event of loss in accordance with the above cover.** 



## The minimum time limit for delay will be from 6 hours and the maximum sum insured for this concept will be 300 euros.

> Guarantee seventeen: delay of the journey

In the event of a delay in the departure of the contracted means of transport **exceeding the specified hours,** with less than 24 hours' notice from the Transport Company and provided that the Insured has a previously confirmed ticket, the Insurer will reimburse the corresponding extraordinary travel, board and lodging expenses. For the purposes of this cover, means of transport is aircraft, longdistance train or regular shipping services only.

The limits, both temporal and financial, will be: for delays of more than 6 hours, a maximum insured sum of I50 euros; for delays of more than I2 hours, the maximum insured sum will be 300 euros.

#### > Guarantee eighteen: missed connections

In the event of a missed connection between two previously confirmed journeys due to a delay in the initial transport and **provided that there is a delay of two (2) hours or more** with respect to the missed connection, the Insurer will reimburse the Insured for the corresponding extraordinary travel, board and lodging expenses, **up to a limit of 150 euros.** 

This cover applies to journeys by air, long-distance train or regular shipping services only.

#### > Guarantee nineteen: delay in travel due to overbooking

If there is a delay in the use of the means of transport, as a result of the carrier selling a greater number of seats than those actually available, the Insurer will reimburse the extraordinary travel, board and lodging expenses **up to a limit of 150 euros, if the delay exceeds six (6) hours.** 

#### > Guarantee twenty: cancellation of the trip

In the event of the actual cancellation of the trip of the insured with a confirmed ticket by plane, long-distance train or regular shipping service, with less than 24 hours' notice from the Transport Company and provided that the insured had a previously confirmed ticket, the Insurer will reimburse the Insured for the corresponding extraordinary travel, board and lodging expenses, **up to a limit of I50 euros.** 

For the purposes of this cover, actual cancellation means the total suspension of the transport that makes it impossible for the Insured to travel on the contracted means of transport.

Guarantee twenty-one: cancellation of the departure of the means of transport due to strike action

When the departure of the outward means of public transport chosen by the Insured is cancelled due to strike action, **the Insurer** will pay the expenses incurred by the Insured in taking a taxi, train or hire car to return to the domicile from which they left for the airport, train station or port where the departure was cancelled, up to a limit of 150 euros. > Guarantee twenty-two: early return of the insured due to the death of a relative

When the Insured has to interrupt the trip due to the death of a spouse, common-law partner, children, parents, siblings or parentsin-law, the Insurer will pay for the journey by rail (first class), air (tourist class) or the means of public and collective transport that the Insurer considers most suitable, to their habitual place of residence or to the place of burial in the country of habitual residence of the Insured, as well as their return to the place of academic destination if so requested by the Insured, and provided that they are unable to make the journey with their own means of transport or that contracted to make the trip.

#### Guarantee twenty-three: expenses for early return due to extraordinary risks

In the event of an extraordinary event as described below:

a) Natural phenomena: extraordinary floods, earthquakes, tsunamis, volcanic eruptions, atypical cyclonic storms and falling space debris and meteorites.

b) Terrorism, rebellion, sedition, riot and civil commotion.

The Insurer will pay for the cost of transporting the Insured to their habitual residence by air (economy class) from the nearest international airport, or by rail (Ist class) from the nearest safe station. If special circumstances so require, the Insurer may advance the necessary funds for the Insured to make their travel arrangements personally, with the obligation to present the corresponding invoices and return the advance not used.

In all cases this cover will only be effective:

- if the situation means that the Insured is unable to continue with the activity for which they have travelled.
- if there is a declaration of risk such that the Spanish authorities, such as the Ministry of Foreign Affairs, recommend leaving the place.
- due to the impossibility of completing the course, internship or activity that they are carrying out during their trip, and which requires completion in their country at the express and duly accredited request of their University of Origin.
- Guarantee twenty-four: remote medical consultation or advice

Should the Insured require medical information during the trip that cannot be obtained locally, they may request this information by telephone from the Insurer, which will provide it through its Assistance Centres, without assuming any responsibility for said information, given the impossibility of making a diagnosis by telephone without direct observation of the patient.



#### Guarantee twenty-five: second medical opinion with long stays abroad

When the Insured is diagnosed for the first time with a serious illness included in the attached list (\*) during a long stay abroad, they may ask the Insurer for a second opinion on the diagnosis or medical treatment of the condition.

This second opinion may be in person (consultation and performance of tests **up to a limit of 2,500 euros**) or documentary (issue of a report by a specialist consultant who will study the information available and, based on this, answer the Insured's questions).

In order to use the documentary second opinion, the Insured will send a copy of their medical reports, imaging scans, biopsies and/ or other diagnostic tests available to them at their expense and responsibility.

In both cases, the consultants will be appointed by the Insurer from among leading specialists, healthcare facilities, physicians or academics in Spain or in the Insured's country of origin or residence. In the case of a second face-to-face opinion, the diagnostic tests covered will be those prescribed by the Consultant appointed by the Insurer, within the limits of the cover.

Throughout this process, the Insured will be assisted and informed at all times by a healthcare team led by a physician, who will be responsible for managing the case.

The second opinion must be requested from the Insurer within a maximum of three months from the first diagnosis.

The maximum limit of Total Expenses for this cover will be that established in the Particular Terms and Conditions.

#### (\*) List of illnesses/diseases

- Cardiovascular diseases affecting organs (Myocardial Infarction. Coronary Disease, Advanced Valvular Heart Disease, Severe Chronic Limb ilchaemia) or requiring invasive diagnostic or treatment procedures such as coronary artery bypass surgery or interventions on valves or vessels.
- Cerebrovascular diseases (haemorrhage, cerebral infarction).
- Potentially progressive neurological, neurodegenerative and neurosurgical diseases (multiple sclerosis, ALS).
- Parkinson's.
- Alzheimer's.
- Ophthalmological conditions with risk of sight loss.
- Oncology and Onco-hematology (Cancer).
- Renal insufficiency.
- HIV.
- Autoimmune disorders.
- Organ transplantation (heart, lungs, liver, pancreas, kidney and bone marrow).
- · Surgical interventions on the spine.
- · Highly complex surgical interventions (requiring the

intervention of highly specialised surgeons) with hospital admission to treat serious diseases or traumatological pathology.

#### > Guarantee twenty-six: transmission of urgent messages

The Insurer will place its network of Assistance Centres at the disposal of the Insured to transmit any urgent messages that may be necessary arising from the application of the covers and which cannot be sent by the Insured in any other way.

#### > Guarantee twenty-seven: healthcare information service

The Insurer, with the prior authorisation of the Insured, will place its Assistance Centre Network at the disposal of their relatives in order to provide all the necessary information about all the care and support operations carried out.

#### Guarantee twenty-eight: location of lost baggage or personal belongings

The Insurer places its network of Assistance Centres at the disposal of the Insured for any search and location procedures that may be necessary in the event of loss of baggage or personal effects, provided that this is due to the carrier, facilitating the cooperation thereof, furthermore, so that the Insured may file the corresponding complaint or claim.

In the event of subsequent location and recovery, the Insured undertakes to repay the compensation received under this policy for loss, robbery or destruction.

#### Guarantee twenty-nine: interpreter service

If the Insured needs an interpreter, for any of the personal assistance covers under the policy, the Insurer will provide an interpreter for an initial intervention, in accordance with the Insured's situation, provided that one is available in the place where the Insured is located and **up to a limit of 300 euros**.

#### > Guarantee thirty: civil liability

#### I. Private Liability

The Insurer will pay **up to 60,000 euros** of the amount payable by the Insured as a private person civilly liable for physical injuries or damage to property caused unintentionally to third parties, their animals or property, during the trip, in accordance with Articles 1902 to 1910 of the Spanish Civil Code, or similar provisions of foreign legislation.

The Policyholder, the other Insured under this policy, their spouses, common-law partners registered as such in an official, local, regional or national register, ascendants or descendants or any other family member who lives with either of them, as well as their associates, employees and any other person who depends on the Policyholder or the Insured in fact or in law, while acting within the scope of said dependence, are not considered third parties.



This limit includes the payment of legal costs and expenses, as well as the constitution of the legal bonds required of the Insured.

The deductibles that will be applicable per claim, as well as the maximum guaranteed capital per policy and year will be established in the Particular Terms and Conditions.

#### 2. Operating Liability

Subject to the terms and conditions of the Policy, the Insured is covered against civil liability that may be attributed directly, jointly and severally or subsidiarily thereto for damage caused to third parties by acts or omissions thereof or of persons for whom the Insured is responsible, and which originate in the course of their activity, including, but not limited to:

a) Damage caused by the pupil to third parties both in the facilities of the centre where they are studying and outside them on trips and/or excursions and provided that such damage is caused by the culpable or negligent actions or omissions of the person insured in the policy.

b) Property damage or personal injury caused unintentionally in the internships during their trip and which are part of their training process within the university curriculum, always under the supervision of the tutor or person in charge of the internship.

## In relation to this cover, and without prejudice to the rest of the applicable exclusions, Claims derived from the following are expressly excluded:

a) damage caused by not having the necessary training and/or qualifications for the exercise of a profession and/or professional activity.

b) Damage caused by exceeding the mere learning functions with which the student is entrusted during the internship.

c) Responsibilities attributable to the tutor or person responsible for the student's internship.

#### Special Clauses:

A compensation **sub-limit of 60,000 euros per claim and insurance period** is established for the cover granted to students during "internships".

> Guarantee thirty-one: accidents during the trip

#### I. Death

If, as a result of an accident covered by the policy and occurring during the policy period, the Insured should die **immediately or within two** years from the date of the accident, the Insurer will pay the Beneficiary the stipulated Sum Insured of up to 50,000 euros.

When the Insured is aged under I4 years old, they will not be insured against Death; this benefit will be replaced by an indemnity for Burial Expenses with a maximum of 3,005.06 euros.

#### 2. Permanent Disability

The Insurer will pay the Sum Insured of up to €50,000 in the event of the anatomical loss or functional impotence of limbs and organs resulting from physical injuries caused by an accident covered by this policy and occurring during the period of validity of the policy, taking place **immediately or within two years from the date of the accident**.

For the purposes of this Cover, the degrees of disability will be understood according to the definitions described below and only those that appear expressly in the Particular Terms and Conditions of the policy will be covered exclusively:

I. Absolute Permanent Disability: Ithe situation whereby the Insured becomes incapable of exercising any profession.

In the event of Absolute Permanent Disability due to accident, the Insurer will pay the Sum Insured stipulated in the policy for such event.

**II. Partial Permanent Disability:** if the accident results in Partial Permanent Disability of the Insured, the amount of compensation to be paid by the Insurer will be the result of applying the percentages detailed below to the sum insured stipulated for the corresponding case of Permanent Disability.

Type of injury	Rigth	Left
Incurable mental illness, making it impossible to carry out any work activity.	100%	
Complete blindness in both eyes.	100%	

Type of injury	Rigth	Left
Total loss of both legs or feet, both hands or arms, and an arm and a leg, or a hand or a foot.	100%	
Quadriplegia.	100	%



Type of injury	Rigth	Left
Paraplejia.	100%	
Total loss of arm or hand.	60%	50%
Total loss of shoulder movement.	30%	20%
Total loss of elbow movement.	20%	15%
Total loss of thumb and index finger.	40%	30%
Total loss of wrist movement.	20%	15%
Loss of three fingers, other than thumb or index finger.	25%	20%
Loss of thumb and another finger other than index finger.	30%	25%
Loss of three fingers, including thumb or index finger.	35%	30%
Loss of index finger and another finger other than thumb.	25%	20%
Loss of thumb only.	22%	18%
Loss of index finger only.	15%	12%
Loss of middle, ring or little finger only.	10%	8%

Type of injury	Rigth	Left
Loss of two of these last finger.	<u>15%</u>	<u>12%</u>
Loss of leg or foot.	<u>50%</u>	
Partial amputation or foot, including all toes.	<u>25%</u>	
Complete deafness in both ears.	<u>40%</u>	
Complete deafness in one ears.	<u>10%</u>	
Total loss of voice.	<u>25%</u>	
Lower jaw ablation.	<u>30%</u>	
Total loss of one eye, or reduction of half of binocular vision.	<u>30%</u>	
Nonunion fracture of leg or foot.	<u>25%</u>	
Nonunion fracture of kneecap.	<u>20%</u>	
Total loss of movement of hip or knee.	<u>20%</u>	
Shortening of lower limb by at least 5 cm.	<u>15%</u>	
Loss of big toe.	<u>10%</u>	
Loss of another toe.	<u>5%</u>	

The following rules will apply in addition to the above scale:

a) The existence of several types of disability arising from the same accident will be compensated by accumulating their compensation percentages, with a maximum of IOO% of the Sum Insured for this cover.

b) The sum of compensation percentages for several types of Partial Disability of the same limb or organ will not exceed the percentage established for the case of total loss of the same.

c) If the victim is left-handed, which must be proven, the percentages foreseen for the right upper limb will apply to the left upper limb and vice versa.

d) If a limb or organ affected by an accident had amputations or functional limitations prior to the accident, the percentage of compensation applicable will be the difference between that of the pre-existing disability and that resulting after the accident.

e) The degree of disability resulting from the accident will be determined in accordance with Article IO4 of Spanish Law 50/1980. If the Insured does not accept the proposal of the Insurer regarding the degree of disability, the parties will submit to the decision of Medical Experts in accordance with Articles 38 and 39 of the aforementioned Law.

f) The Insurer will pay the cost of the first prosthesis that is carried out on the Insured to correct the residual injuries caused by the accident covered by the policy. The amount of such prosthesis will not exceed IO per cent of the sum payable in the case of Permanent Disability and in no case will it exceed the sum of 600 euros.

In the absence of express designation by the Insured, the Policyholder designates the Insured or their legal heirs beneficiaries of sections I and 2 of this cover.

• The classification of permanent disability of the Insured will correspond to the National Institute of Social Security, either definitively or by means of a final court ruling. In the event that the employee is not entitled to an incapacity benefit because the requirements of the Social Security are not met, the medical services of the Insurance Company will be responsible for the qualification.



• Without prejudice to what may be established in particular conditions, the benefits stipulated for the risks of Death and Absolute Permanent Disability cannot be accumulated. Therefore, the payment of a benefit will automatically extinguish the cover of the other guarantees.

However, if after the payment of compensation for permanent disability, the Insured should die or suffer a greater degree of disability as a consequence of the same incident, the Insurer will pay the difference between the amount paid for disability and the sum insured in the event of death or greater degree of disability, where such sum is higher.

• Under no circumstances will the benefits granted by the Policy cover voluntary improvements of the General Social Security Scheme, and therefore the Insurance Contract will not be subject to the provisions of Art. 156 of Spanish Royal Legislative Decree 8/2015, of 30 October, which approves the revised text of the Spanish General Social Security Law.

• In the event that the consequences deriving from an accident covered by this contract are aggravated by an illness or ailment existing prior to or after the accident but of a different origin, the Insurer will be exclusively liable for those direct consequences, those that would normally be experienced by a person not suffering from such illness or ailment being considered as such.

 Guarantee thirty-two: compensation for loss of classes due to accident

In the event of accident or medical repatriation of the Insured by the INSURER, which prevents them from attending the scheduled classes **for 20 consecutive days**, the justified expenses incurred for private classes will be reimbursed **up to a limit of 1,200 euros**.

The Insured must present the document proving the contracting of and payment for classes in order to be able to justify this reimbursement.

> Guarantee thirty-three: compensation for loss of enrolment fee

In the event of an accident, or medical repatriation of the Insured by the INSURER, which prevents them from attending the scheduled classes for at least two consecutive months starting from the date of the accident, or which has occurred within the I5 days immediately prior to a final exam, preventing them from attending the exam, the INSURER will reimburse the amount of the enrolment fee **up to the limit of 1,800 euros.** 

In any case, the insurer's medical services must determine whether the illness or accident suffered by the Insured is such as to prevent them from taking the corresponding course.

#### Guarantee thirty-four: family accident

The payment of the cost of the Insured's university course abroad is covered, **up to the limit of 2.000 euros**, in the event of the accidental death of their father, mother, guardian or person on whom the Insured is economically dependent.

#### **Stipulation two: Exclusions**

A) Exclusions applicable to on-trip medical assistance covers:

The following are excluded from the Policy:

- a) Pre-existing and/or Congenital Illnesses, chronic conditions or ailments under medical treatment, prior to the start of the trip abroad.
- b) General medical examinations, periodic check-ups, checkups and any visit or treatment that has the character of Preventive Medicine, according to generally accepted medical criteria.
- c) Travel for the purpose of medical treatment or after diagnosis of a terminal illness.
- d) Diagnosis, monitoring and treatment of pregnancy, voluntary termination of pregnancy and childbirth.
- e) Burial and ceremony costs as well as the cost of the coffin in the case of transport or repatriation of mortal remains cover.
- f) Treatment, diagnosis and rehabilitation of mental or nervous disorders.
- g) Suicide, attempted suicide or self-harm of the Insured.
- h) The consumption of alcoholic beverages, drugs or medicines, unless prescribed by a medical practitioner. Treatment, diagnosis and rehabilitation of mental or nervous disorders.
- Acquisition, implantation, replacement, removal and/or repair of prostheses, materials and devices of any kind, such as pacemakers, stimulators, anatomical or dental parts, orthoses and osteosynthesis materials (including natural bone substitutes, phosphocalcic ceramics, phosphocalcic cements, calcium sulphate, collagen, osteoinductive materials, demineralised bone matrix, morphogenetic bone protein and growth factors), breast prostheses, intra- and extra-ocular lenses, hearing aids, crutches; valve and vascular prostheses (bypasses and stents); any other expenditure relating to any nonautologous implantable, active, synthetic or biological product, material or substance, not included in the above list.
- j) Dental, ophthalmological or otorhinolaryngological treatment, except in emergencies.
- Special treatments, experimental surgeries, plastic or reconstructive surgery and those not recognised by Western medical science.
- When the claim occurs abroad, any medical expenses incurred in Spain, even if they correspond to treatment prescribed or initiated abroad.
- m) Trips abroad lasting 90 consecutive days or more.



- B) Exclusions applicable to covers in the event of death
- The following are excluded from the Policy:
- a) Claims as a result of the suicide of the Insured.
- b) Burial and ceremony costs as well as the cost of the coffin in the case of transport or repatriation of mortal remains cover.

C) Exclusions applicable to covers for travel incidents, flights and assistance services

- a) Goods, travel tickets, cash, stamp collections, records of any kind, documents in general and securities on paper, tapes and/or discs with memory, documents recorded on magnetic strips or filmed, collections and material of a professional nature, prostheses, glasses and contact lenses. For these purposes, personal computers are not considered to be professional equipment.
- b) Theft. For these purposes, theft is understood to be stealing property without the owner's permission or consent, without violence or intimidation to persons or forced entry.
- c) Damage due to normal or natural wear and tear, inherent defects and unsuitable, insufficient or unidentified packaging, as well as fragile luggage or perishable goods. Damage produced by the action of the weather.
- d) Losses resulting from an object, not entrusted to a carrier, having been simply lost or forgotten.
- e) Robbery arising from camping or caravanning wild or in any non-fixed accommodation, with the total exclusion of valuables in any form of camping.
- f) Damage, loss or robbery resulting from personal effects and items having been left unattended in a public place or in premises made available to several occupants.
- g) Damage caused directly or indirectly by strikes, earthquakes and radioactivity.
- h) Damage caused intentionally by the Insured, or gross negligence on the part of the Insured, and damage caused by spillage of liquids inside the luggage.
- i) All motor vehicles and their accessories and attachments.
- j) Coverage for delays or cancellations resulting from strikes or labour disputes is excluded, except as provided for in the specific Strike cover.
- D) Exclusions applicable to accident cover

In addition to those cases indicated under the section on general exclusions applicable to all covers, the following are excluded from the policy:

- a) Events that do not qualify as an accident within the meaning of the Definitions section are not included.
- b) Accidents caused by states of mental illness, paralysis, apoplexy, epilepsy, diabetes, alcoholism, drug addiction, spinal

cord diseases, syphilis, AIDS, encephalitis and, in general, any injury or illness that diminishes the physical or mental capacity of the Insured.

- c) Any type of illness and internal process of the person.
- d) Vertigo, unconsciousness, lumbago, cervicalgia, sciatica, sprains and muscle tears, unless proven to be the direct consequence of accidents covered by this contract, infectious diseases, physical injuries or complications related to an illness or morbid state, dizziness, fainting, syncope, epilepsy or epileptiform, aneurysms, strokes, varicose veins, all kinds of hernias and their consequences, as well as their aggravations. Myocardial infarction is not considered an Accident for the purposes of this policy.
- e) Diseases, epidemics and all kinds of processes whose origin is infection by insect bites (malaria, typhoid, yellow fever, sleeping sickness and similar).
- f) Heatstroke, frostbite and other consequences of the weather, as well as disproportionate strain, poisoning or infection not directly and exclusively caused by an injury resulting from an accident covered by this insurance.
- g) Events which produce exclusively psychological effects will not be considered compensable.
- h) Food or drug poisoning.
- i) Injuries resulting from accidents arising from the use of twowheeled vehicles with a cylinder capacity greater than 75 cc.
- j) Accidents occurring prior to the covered trip.

E) Exclusions applicable to civil liability cover:

The following are excluded from the Policy:

#### Private Liability Exclusions:

- a) Any type of Liability corresponding to the Insured for the driving of motor vehicles, aircraft and boats, as well as for the use of firearms.
- b) Civil liability arising from any professional, political or associative activity.
- c) Fines or penalties imposed by courts or authorities of any kind.
- d) Liability arising from the practice of sports as a professional and the following sports, even as an amateur, mountaineering, boxing, bobsleigh, caving, judo, parachuting, hang gliding, gliding, polo, rugby, shooting, yachting, martial arts and those practised with motor vehicles.
- e) Civil liability for ownership/possession of animals, swimming pools, fuel tanks, etc.



- f) Civil liability arising from business, trade union or community activities.
- g) Civil Liability arising from the ownership and/or possession of weapons or motor vehicles.
- h) Civil liability for the temporary accommodation of minors, friends, etc.
- Civil liability for damage to property entrusted to them, except for damage caused as a consequence of the students' academic practices.

#### **Operating Liability Exclusions:**

- j) Damage caused to objects owned by the insured student including loss or misplacement.
- k) Sexual abuse or attempted sexual abuse.
- Claims arising from the practice of dangerous sports or activities such as: scuba diving, bungee jumping, caving, free and/or non-motorised flight, parachuting, canyoning, water skiing, abseiling, rafting.
- F) Exclusions generally applicable to all covers:

Damage, situations and expenses resulting from the following are excluded from the Policy:

- a) Claims that have not been previously notified to the Insurer and those for which the Insurer's agreement has not been obtained, except in cases of duly proven material impossibility.
- b) Insured persons over 70 years of age are excluded from all coverages.
- c) Expenses incurred once the Insured is in their habitual place of residence (except for those covers whose territorial scope stipulates otherwise), those incurred outside the scope of application of the insurance covers, and in any case, once the dates of the trip covered by the contract have ended, subject to the provisions of the Particular Terms and Conditions of the Policy.
- Those derived from the practice of any professional or d) federated sport (including training), or the practice of any sport for remuneration; this includes leagues or competitions between different universities, involving membership of a university sports team or club, a regulated competition calendar and the practice of sport over an extended period of time, both in training and in organised and fixed events and, in any case, the practice of the following sports, even as an amateur: motor vehicle sports, mountaineering, canyoning, climbing, caving, hunting, skiing and/or winter sports, sports gymnastics, bungee jumping, water sports, underwater sports and scuba diving, the use of light aircraft and any other sport involving aerial risk (such as parachuting, hang gliding, ballooning, etc.), horse riding, boxing, any form of wrestling/ fighting, martial arts, aerial sports (parachuting, aerostation,

hang gliding, free flight, gliding, etc.), bullfighting, capea or amateur bullfighting, bull running and any other participation in bullfighting shows; and, in general, any sport or recreational activity of a notoriously dangerous or high-risk nature.

- e) The use, as a passenger or crew member, of means of air navigation (with the exception of paying passengers on scheduled flights) or sea transport not authorised for the public transport of passengers, as well as helicopters.
- f) The intervention of any Official Emergency Relief Agency or the cost of its services.
- g) Those occurring in mountains, chasms, seas, jungles or deserts, in unexplored regions. Voyages of an exploratory nature or in submarines.
- h) Those caused directly or indirectly by the bad faith of the Insured, by their participation in criminal acts, or by their wilful, grossly negligent or reckless actions. Direct participation of the Insured in duels, races, bets, challenges or fights, provided that in the latter case the Insured has not acted in legitimate self-defence or in an attempt to save persons or property. Acts that are fraudulent or intentionally provoked by the Policyholder, Insured, Beneficiary or their relatives, as well as suicide or attempted suicide.
- i) The actions of the Insured in a state of mental illness or under psychiatric treatment, drunkenness or under the influence of drugs or narcotics of any kind are not covered. For these purposes, drunkenness will be considered to exist when the level of alcohol, according to the means of determination or measurement in the Spanish legislation in force at any given time, is higher than the legally permitted levels under said legislation.
- j) Those occurring as a result of armed conflict or war, even if it has not been declared, terrorism, rebellions, revolutions, invasion, insurrection, the use of military power or usurpation of government or military power, riots, civil commotion, earthquakes, seismic movements, floods, hurricanes, tidal waves, volcanic eruptions and other phenomena of an extraordinary nature or events which, due to their magnitude and seriousness, are classified as a catastrophe or national calamity, without prejudice to the fact that they are covered by the Extraordinary Risks cover, as well as damage caused, directly or indirectly, by nuclear, radioactive, chemical or biological exposure or contamination. Events whose coverage corresponds to the Insurance Compensation Consortium are excluded in all cases.
- k) Those arising from the waiver or delay, by the Insured or persons responsible for them, of the services proposed by the Insurer and/or agreed by its Medical Service.
- The consequences of surgical interventions or treatments that are unnecessary for the treatment of a claim covered by this policy.



- m) The Insurer will be released from liability when it is unable to provide any of the services specifically stipulated in this Policy, due to force majeure.
- n) Unless expressly agreed to the contrary, events occurring in countries which, at the time of occurrence, are at war, whether declared or not, or in armed conflict, are not covered.
- o) The Insurer will not provide cover and, therefore, will not be liable to pay any indemnity or compensation of any kind, where such indemnity or compensation would expose the Insurer to any sanction, prohibition or restriction pursuant to resolutions issued by the United Nations, or under laws, regulations or trade and/or economic sanctions of the European Union, United Kingdom or United States of America.

# Stipulation three: Risks covered by the insurance compensation consortium

The Insurance Compensation Consortium will compensate extraordinary losses, in accordance with the provisions of the Legal Statute of the Insurance Compensation Consortium, approved by Article 4 of Spanish Law 21/1990 of 19 December 1990, Spanish Law 50/1980 of 8 October 1980 on Insurance Contracts, Spanish Royal Decree 300/2004 of 20 February 2004, approving the Regulation of Extraordinary Risks Insurance, and complementary Provisions.

#### Stipulation four: Limits of the guarantees

The maximum limits of the Medical Assistance for Travel Abroad cover will be those specified for each guarantee. For those guarantees in which there is no quantitative limit and which are indicated as included, it will be understood that the maximum limit of the same will be the actual cost of the provision of the service covered by the Insurer. In any case, all the limits of the Medical Assistance for Travel Abroad cover are per Claim and Insured.

#### Stipulation five: Territorial scope

Only guarantees One, Two and Three will be applicable in any country in the world, except in the Insured's country of origin and Spain. All other covers will also apply in Spain.

# Stipulation six: Processing of claims (travel assistance)

To apply for Medical Assistance for Travel Abroad cover, at any of the Approved Medical Services, please call telephone number 91 572 44 06 or 900 501 278 (for consultations only from Spain). This alert service operates 24 hours a day.

#### Stipulation seven: Data protection

IRIS GLOBAL Soluciones de Protección Seguros y Reaseguros, S.A., shall process data related to the Insured as data controller, that has been provided as a result of requesting assistance by reason of a Claim. These data may be processed for the purpose of arranging the assistance requested, as well as determining the payment of expenses incurred and assumed by the data subject or, where appropriate, the payment of compensations. For more information on the processing of personal data and to exercise your right to access to your personal data, its rectification or erasure, restriction of processing and to object to processing, as well as the right to data portability and withdrawal of consent you can sent a notification to the following address:

#### Data controller

IRIS GLOBAL Soluciones de Protección Seguros y Reaseguros, S.A.

Calle Julián Camarillo, 36 28037 Madrid (España) proteccion.datos@mail.irisglobal.es



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