

# DKV PREVISIÓN

I feel reassured having it all worked out

> GENERAL CONDITIONS



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

**DKV PREVISIÓN  
INSURANCE POLICY**

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**FULLY PAID-UP SHARE CAPITAL: 45,059,975.00 EUR**

DKV Seguros y Reaseguros S.A.E., inscribed in the Special Register of the Department of Insurance by M.O. dated July 12, 1956. Address: Avda. César Augusto, 33, 50004 Zaragoza (Spain).

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

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## **LETTER FROM THE CHIEF EXECUTIVE OFFICER**

Dear Client,

The document that you now have before you is born of the vocation of our service to the clients of DKV Seguros. This maxim of our company, which governs the daily chores of our employees, is shown by the many improvements aimed at meeting the needs of our clients.

On this occasion, our objective has been to give citizens an explanation of the Insurance sector language, perhaps unknown, contributing to its clarity and facilitating its understanding.

At DKV Seguros we do not like “small print” because we trust the quality of our products, designed starting from a principle of innovation, and because we work for the right of consumers to obtain complete, truthful and reliable information.

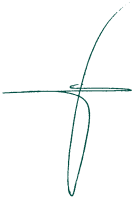
At the end of 1999, we started a project that we entitled “Clear Language.” A group of our own workers, together with the external collaboration of the Association of Consumers of Spain and the Faculty of Spanish Philology of the University of Barcelona for the initial phases, developed several initiatives regarding the transparency of the language of our sector.

The specific aim of the document that you now have in your hands consisted of adapting the expressions and the characteristic vocabulary of insurance to a simple, clear form of expression of common usage which is accessible to all users, without forgetting a new structure in which anybody interested can consult, almost at a glance, what most interests him about his insurance: what it guarantees him and what not.

This effort, however, is not only formal but rather constitutes the last step for the launch of a complete and meticulous product, conceived by the leading company in health insurance to satisfy your health care needs fully.

Lastly I would like to remind you that, for any consultation or service, DKV Seguros has its Call Centre at your disposal (902 499 499) and its web page ([www.dkvseguros.com](http://www.dkvseguros.com)), where you will find information and additional services.

Thank you placing your trust in us.  
Yours faithfully,

A handwritten signature in black ink, consisting of a stylized, fluid script that starts with a horizontal line, loops upwards and to the right, then loops downwards and to the left, ending with a vertical line.

Dr. Josep Santacreu Bonjoch  
Chief Executive Officer  
DKV Seguros

## QUESTIONS AND ANSWERS

This set of conditions will allow you to know in detail the kind of contract that you sign with DKV Seguros when subscribing this insurance policy.

Throughout the document, we explain most of the questions that can arise when using your policy.

In this section, we seek to give answers in a clear and simple way to some of our clients' most frequently asked questions. We hope you find them useful.

## REGARDING THE CONTRACT

### WHAT IS THE SET OF CONDITIONS?

The set of conditions, also called “General Conditions” and “Particular Conditions”, is a contract that groups together the rights and obligations of DKV Seguros, as well as those of the Insured Person or person that contracts the insurance policy.

### WHAT DOCUMENTS WILL I BE GIVEN WHEN I TAKE OUT THE INSURANCE POLICY?

The conditions of the contract set out in the General and Particular Conditions. You should verify that your personal details are correct and inform us, either directly or through your agent or broker, of any error you may detect.

### WHAT IS THE CONTRACTED COVERAGE?

Only that stated in the Particular conditions. This is fully explained in the General Conditions.

### WHAT DO I HAVE TO DO WITH THE DOCUMENTATION?

Sign the Particular and General Conditions, keep them and send us a signed copy. If you have any doubts, contact us on 902 499 499, or through your agent or broker. We will be pleased to help you.

### DO I NEED TO REQUEST THE EXTENSION OF THE CONTRACT?

No, you don't. The contracts are continued automatically every year and no written request is necessary. However, you can cancel provided that you inform the insurer in writing with a minimum of two months' notice.

## WHAT HAPPENS TO MY PERSONAL DATA?

DKV is specifically authorised to collect, process automatically and to give, the personal data of the policy holder and the insured person to entities of the group. Regarding the health data of the insured person, this may only be given to a third party if, and only if, it is necessary for the insured person to receive the health care covered by the insurance policy.

DKV Seguros is also authorised to send information about goods and services that could be of interest to the policy holder or the insured person.

The policy holder or the insured person may visit the Insurer to consult this data or update, rectify, or delete it.

## HOW IMPORTANT IS THE HEALTH DECLARATION, MY PERSONAL DETAILS, AGE AND SEX WHEN I APPLY FOR THE INSURANCE?

The contract is based on your answers and so they must be exact and totally correct. If they are not, this may result in no service or benefit being offered in the future.

## IS THERE A MAXIMUM AGE LIMIT FOR THE COVERAGE OF THE INSURANCE POLICY?

There is no age limit for the coverage, except for “Hospitalisation” (70 years) and “Accidents” (65 years).

## REGARDING THE SERVICES

### HOW CAN I REQUEST A SERVICE?

In case of death, you should ring the number that appears on the insurance premium receipt, or ring 902 499 800.

In case of hospitalisation, you should present the appropriate documentation justifying admission to a hospital.

In case of an accident you should present the appropriate documentation explaining what happened and the resulting physical consequences.

In case you require care, you should contact 902 499 800.

In any case, if you have any doubts it is advisable that you contact DKV Seguros beforehand on 902 499 499, or through your agent or broker. We will be pleased to help you.

### WHAT ARE THE EXCLUDED RISKS?

For the coverage of “Hospitalisation” and “Accidents”, those illnesses or accidents that are not covered by the policy and therefore for which you are not entitled to receive any benefit. The risks are agreed with you when you sign the policy and are set out in the contract in bold print.

## REGARDING PERSONAL DETAILS

### WHAT HAPPENS IF I CHANGE MY ADDRESS, PHONE NUMBER, ETC.?

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

## REGARDING THE PAYMENT

### HOW MUCH DOES THE INSURANCE PREMIUM GO UP BY?

To avoid the loss of value in time with respect to the cost of the services, both the capital insured in the policy and the corresponding premium for the benefits and services contracted, the complementary and regulatory benefit and the additional benefit for extra funeral expenses, if contracted, will be adjusted in accordance with the frequency and the percentage set out in the Particular conditions, in any event.

Depending on the modality taken out, the premium could be updated according to your age.

On the other hand when the insured capital is increased, the premium will be updated to avoid loss of value in time.

### CAN I PAY IN INSTAMENTS?

The payment of the premiums can be made in monthly, quarterly, or six-monthly instalments with a small surcharge.

### WHAT HAPPENS IF THE INSURANCE PREMIUM RECEIPT IS NOT PAID?

While the first premium remains unpaid, the coverage is not effective. For the subsequent receipts a period of grace of one month is established for payment to be made. After this the contract is suspended.

## SUGGESTIONS AND COMPLAINTS

### HOW CAN I MAKE A COMPLAINT OR SUGGESTION?

You can present it in writing in any of our branches, or send it to Clients' Attention Service of the ERGO Group. To do so it should be sent to the company's head office - Avda. César Augusto, 33, 50004 Zaragoza Tel: 902 499 499 Fax: 976 28 91 56, or via e-mail to [atencioncliente@dkvseguros.es](mailto:atencioncliente@dkvseguros.es)

You can also send it to the Commissioner for the Defence of the Clients of Financial Services: Paseo de la Castellana, 44 (28046 Madrid). If you do choose to do this, you should have first appealed to Clients' Attention Service of the ERGO Group.

# GENERAL CONDITIONS

# 1.

## PRELIMINARY CLAUSE

This contract is subject to Insurance Contract Law 50/1980 dated October 8. The control of the activities of the insurance company DKV Seguros y Reaseguros S.A.E. (henceforth DKV Seguros) situated at Avda. César Augusto 33, 50004 Zaragoza corresponds to the Kingdom of Spain, and in particular to the Ministry of Economy via the General Directorate of Insurance and Pension Funds.

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

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

Visiting any of our offices or sending their complaint by mail or fax to the Clients' Attention Service of the ERGO Group at the address: Avda. César Augusto 33, 50004 Zaragoza, telephone 902 499 499, fax 976 28 91 56, or via e-mail by sending it to: (atencioncliente@dkvseguros.es), selecting the way and address at which you would like the reply to be made. Your complaint will be answered in writing within two months. The Regulations of the Clients' Attention Service of the ERGO Group are available from branches of the company.

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

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

# 2.

## BASIC CONCEPTS. DEFINITIONS

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

### A

**ACCIDENT.** Body damage suffered from an external, violent and sudden cause, against the will of the insured person.

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

**ADDITIONAL FUNERAL EXPENSES.** Costs which are difficult to justify resulting from a death eg. Travel (taxis and trains, etc.), Accommodation (hotels and hostels etc), Maintenance (restaurants, etc), Notifications and general care of the deceased's relatives.

### B

**BENEFICIARY.** The individual or legal entity designated in the Particular Conditions that is entitled to the guaranteed benefits and services.

### C

**CLAIM.** All acts whose consequences are covered by the guarantees of the Policy. An event that may result in the insured person or beneficiary receiving compensation.

### D

**DIRECT REVALUATION.** A system by means of which the insured capital and premium are adjusted according to the percentage agreed in the Particular Conditions of the policy.

### H

**HOSPITALISATION.** A stay in a hospital for a period of more than 24 hours, with medical prescription, for therapeutic or diagnostic purposes.

### I

**ILLNESS .** Medically justifiable alteration of health, not resulting from an accident.

**INSURED PERSON.** The individual or individuals who are entitled to the service or benefit.

**INSURER.** DKV Seguros y Reaseguros, S.A.E.

**INSURANCE APPLICATION.** The questionnaire facilitated by the Insurer, in which the policy holder describes the risk he wishes to insure, with all the circumstances that he is aware of and which may affect the calculation of the risk.

## P

**POLICY.** The insurance contract, the written document that contains the General Conditions, the Particular Conditions, the Special Conditions, plus the Supplements or Appendices that are added to complement or modify it.

**POLICY HOLDER.** The individual or legal entity that subscribes this contract with DKV Seguros and, by doing so, accepts the obligations described in the contract, except for those obligations, which due to their nature, must be fulfilled by the insured person.

**PRE-EXISTING ILLNESS.** An illness which, from a medical point of view, was contracted or existed before the insurance became effective.

**PREMIUM.** The price of the insurance.

## Q

**QUESTIONNAIRE OR HEALTH DECLARATION.** Question sheet, which forms part of the insurance contract, made available to the policy holder and/or insured person by DKV Seguros whose aim is to determine his state of health in addition to discovering the circumstances that could influence the evaluation of the risk and the contracting of the policy.

# 3.

## COVERAGE OF FUNERAL INSURANCE

### OBJECT OF THE INSURANCE AND TERRITORIAL SCOPE

By means of this contract, DKV Seguros guarantees each of the insured persons included in the policy the agreed benefit or service following the death of any of them, regardless of the cause and place of death (Basic coverage).

If the provision of the service were not possible due to acts of god or other reasons beyond the control of DKV Seguros, a sum up to the limit of the capital insured in the Particular Conditions will be paid. In the supposition of other coverage having been taken out, the contract may guarantee the payment of a daily income, a lump sum of capital for compensation, and coverage in the form of care.

# 4.

## RISKS COVERED

If the circumstances of the death make it impossible to provide all or some of the foressen benefits, or the expenses corresponding to the services provided were inferior to the insured value or had been paid by other individuals or a different entity, the insurer will pay the corresponding difference up to the total of the capital insured to the rightful claimants who can sufficiently justify having covered the expenses arising from the death of the deceased.

### 4.1. BENEFITS AND SERVICE

The covered service regarding the funeral service as well as the established capital are set out in the Particular Conditions of the policy.

Compulsory contractual coverage.

### INSURABLE PERSONS

People under 70 years of age on the date of contracting this policy and who do not suffer a serious illness, unless otherwise agreed in the Particular Conditions.

### APPLICATION REGULATIONS. LIMITS OF THE COVERAGE

The funeral service described in the particular conditions corresponds to the catalogue of his present address. At the request of the relatives, this service may be held without any religious symbols.

The Service described in the Particular Conditions is orientative, it may be provided as described or may be extended and some elements may be substituted for others depending on the conditions of each Funeral Parlour. In any event, and although the policy holder opts to modify all or some of the components of service or renounce them, the quantity corresponding to the Insurer will at most be the total of the insured sum.

Also, a special burial service is guaranteed, in the event of amputations of limbs suffered by any insured person during the validity of the policy.

The Insurer guarantees the payment of a special service of the relatives' choice for the babies of women insured by this policy, without them having to be expressly included in the policy, in the place where their death had taken place, in accordance with the services

offered by the funeral parlour and whose maximum cost will be equivalent to the amount of the capital specified for the concept «Benefits and Services» in the Particular Conditions of the policy, provided that this happens during the pregnancy or within twenty-four hours of childbirth.

Between the first twenty-four hours after childbirth and thirty days of age, the Insurer guarantees an “Infant’s Funeral Service”, whose maximum cost will be equivalent to the amount of the capital specified for the concept «Benefits and Services» in the Particular Conditions of the policy.

Under no circumstances will compensation be paid in cash as a substitute, unless expressly specified in these conditions.

In the supposition of the age not being expressly stated, the policy holder will receive the difference existing between the paid premiums and those resulting from applying the correct age.

If the age indicated by the policy holder or the Insured person on the date of contracting the policy, were not real, and exceeded the limit for this policy, the contract will be null, and void. A refund of the paid premiums will be made with a deduction for the expenses of internal and external administration.

The Insurer reserves the right to demand written proof of the Insured person’s age and circumstances of death.

## **RULES FOR PROCESSING A CLAIM**

In the event of the death of an insured person, you should notify the insurer of the death by ringing the telephone number that appears in the receipts for the corresponding premium, indicating the place of death.

If the death occurs in the insured person’s area of residence the funeral service contracted will be executed by the agreed company.

If the death occurs in an area different to that of the insured person’s residence and a request is made for the burial to take place in this particular area, a funeral service will be arranged with funeral parlours in this particular area whose cost is equivalent to that contracted in the policy.

If the death and the burial take place in an area, either in Spain or abroad, where there is no representative or funeral parlour corresponding to the Insurer, the deceased's relatives should telephone the Company’s Clients’ Attention Service in order to take the necessary steps, or proceed with the burial and later present the insured person's death certificate, the corresponding payment receipt at the delegation, branch, agency, funeral parlour or representative of the Insurer where the policy was contracted, for the Insurer to settle the amount up to the maximum capital insured.

#### 4.2. COMPLEMENTARY OR REGULATORY BENEFIT

Compulsory contractual coverage, unless otherwise agreed.

If the services covered by the policy, which must appear in the particular conditions, include the Complementary or Regulatory Benefit, this will be dedicated to covering a higher cost of the service up to its limit and/or funeral elements not foreseen in the description of the service, either at the request of the insured person, or due to acts of god.

This guarantee for Complementary or Regulatory Benefit is subject to the conditions for insurable persons, application rules, limits of coverage and rules for dealing with a claim.

#### 4.3. ADDITIONAL BENEFIT FOR FUNERAL EXPENSES

Optional contractual coverage.

This Benefit will cover the additional funeral expenses related to the death, such as travel (taxis, trains, etc.), accommodation (hotels, pensions, etc.), maintenance (restaurants, etc.) telephones, and general care of the deceased's relatives.

This benefit will be received by the relatives who can justify having incurred such expenses.

Other common regulations for Benefits and Services, Complementary or Regulatory Benefit and Additional Benefit for funeral expenses.

#### DIRECT REVALUATION OF CAPITAL AND PREMIUMS

The capital insured in the policy, as well as the corresponding premium for the contracted funeral service, Regulatory Benefit and Additional Benefit for funeral expenses, will be directly adjusted in agreement with the frequency and percentage indicated in the Particular Conditions of the policy in order to avoid their loss of value with time regarding the evolution of the future cost of the services.

#### MODIFICATIONS OF THE CONTRACT

New insured persons, will be subject to the guarantees of the contract from the day that they appear in the opportune supplement, provided that this has been signed by the parts and the policy holder has paid the corresponding, increase in premium.

The policy holder must inform the Insurer of the changes of address, either within the area that he resides in or to a different area. In the latter, he will adapt the contract to the existent funeral services in this area in the fifteen days following the move with the corresponding adjustment of premium.

#### DURATION OF THE INSURANCE

The present insurance contract is for the period of one year. At the end of this period, the contract will be tacitly continued for periods of one year, unless the policy holder or the insured person decides otherwise, in which case he will inform the Insurer of his decision by means of a written notification made two months before the expiry date.

It is the sole right of the policy holder or the insured person to cancel the contract when it expires. Therefore, the Insurer is bound by the extension of the Contract, provided that the premium has been fully paid to date.

## THE INSURANCE PREMIUM

### MODALITIES THAT CAN BE TAKEN OUT

Insurance premium for the guarantees of Benefits and Services, Complementary or Regulatory Benefit and Additional Benefit for Funeral Expenses can be taken out in one of the following modalities:

#### MODALITY 1. SEMI-NATURAL PREMIUM:

The insurance premium for the guarantees of Benefits and Services, Complementary Benefit or Regulatory and Additional Benefit for Funeral Expenses is based on a mixed system depending on the Insured person's age:

- › For an Insured person up to 65 years old, the insurance policy is renewable for a five year period with an annual revaluation both for the amount of benefit contracted and for the premiums. The first annual premium is calculated in function of the benefits contracted, age and sex of the Insured person. The successive annual premiums until completing the five year period, are adjusted annually with respect to the previous one in the percentage indicated in the Particular Conditions. At the end of the five year period, another five-year cycle begins in which the first yearly premium will be that corresponding to the Insured person applying the rate for his age and sex at that moment.

- › When the five year period ends and the insured person is aged between 66 and 70 years, the policy becomes a lifelong insurance with lifelong payments of premiums. Both the premiums and the amount of benefits are adjusted annually. This type of insurance consists of paying, while the policy is effective, the same premium as the previous year adjusted by the percentage indicated in the Particular Conditions. The first yearly premium will be that corresponding to the insured person's sex and age at that moment.

If the capital is increased by a higher amount than that stated in the previous paragraph, the premium corresponding to such an increase would be calculated applying the corresponding rate for the insured person's age at that moment.

#### MODALITY 2. ANNUALLY ADJUSTED LEVELLED PREMIUM:

The insurance premium for the guarantees of Benefits and Services, Complementary or Regulatory Benefit and Additional Benefit for Funeral Expenses in this module are based on:

- › A lifelong insurance with lifelong payments of premiums adjusted annually, both for the premiums and the level of benefit. This type of insurance consists of paying, while the policy is effective, the same premium as the previous year adjusted by the percentage indicated in the Particular Conditions. The first yearly premium will be that corresponding to the Insured person's sex and age at that moment.

If the capital is increased by a higher amount than that stated in the previous paragraph, the premium corresponding to such an increase would be calculated applying the corresponding rate for the insured person's age at that moment.

> If the capital is increased by a higher amount than that stated in the previous paragraph, the premium corresponding to such an increase would be calculated applying the corresponding rate for the insured person's age at that moment.

### MODALITY 3. RENEWABLE ANNUAL PREMIUM:

The insurance premium for the guarantees of Benefits and Services, Complementary Benefit or Regulatory and Additional Benefit for Funeral Expenses is based on a mixed system depending on the Insured person's age:

- > For an Insured person up to 65 years old, the insurance policy is renewable annually with an annual revaluation both for the amount of benefit contracted and for the premiums. The first annual premium is calculated in function of the benefits contracted, age and sex of the Insured person. The successive annual premiums are adjusted annually with respect to the previous one by the percentage indicated in the Particular Conditions applying the rate for his sex and age at that moment.
- > When the insured person reaches 66, the policy becomes a lifelong insurance with lifelong payments of premiums. Both the premiums and the amount of benefits are adjusted annually. This type of insurance consists of paying, while the policy is effective, the same premium as the previous year adjusted by the percentage indicated in the Particular Conditions. The first yearly premium will be that corresponding to the insured person's sex and age at that moment.

### EFFECTS OF AN INCREASE IN CAPITAL

For all modalities.

If the value of the contracted service suffers some variation in such a way that it were superior to the value of the service plus the value of the Complementary or Regulatory benefit, the Insurer will increase the amount of the benefits adjusting the amount for benefits and services to the real amount of service contracted.

This increase in the benefit will contain the subsequent increase in the premium that will be determined by multiplying the increase in value of the benefits for the corresponding rate in function of the insured person's sex and age at that moment, or that corresponding to the start of a five year cycle in the case of a semi-natural premium.

The Insurer will inform the policy holder of the modifications produced indicating the new amount of the benefits and the new premium.

### 4.4. TRANSFER. FREE CHOICE OF CEMETERY

Transfer is defined as the movement of the deceased to a cemetery different to that of the area where the death took place. This coverage cannot be cancelled, unless otherwise agreed.

## **APPLICATION RULES. LIMITS OF THE CONTRACT**

The Insurer will cover the cost of the preparation and transfer of the deceased from the place where the death took place to the crematorium or cemetery freely chosen by his relatives, provided that these facilities are located within national territory.

This transfer will be made as long as the competent authorities present no reason why it should not be done and the transfer is carried out by the funeral parlour duly authorised by the insurer.

When death occurs abroad, the coverage will be valid provided that the time spent abroad did not exceed 60 days per trip or journey. The effect of this coverage depends on the contracting of the guarantees for Care.

For the transfer, the insurer will make use of all the insured capital per person, with the exception of the benefit for extra funeral costs, to cover the preparation, transfer and burial of the deceased and the corresponding funeral service.

If the sum of the costs of the transfer and the set of services contracted were higher than the capital insured per person, the insurer will make up the difference. In this case, no amount of money will be paid in substitution for elements of the service rejected by the relatives, or for acts of god.

So that the risks of transfer are valued in agreement with statistical experience and the average cost, no amount of insured capital is specified for this coverage. In the event that the Transfer did not proceed or the relatives had not formally requested it at the opportune moment, no compensation would correspond for this concept.

## **THE INSURANCE PREMIUM FOR THE GUARANTEE OF TRANSFER. FREE CHOICE OF CEMETERY**

For the calculation of this guarantee the insurer has had to technically estimate an average transfer amount according to his experience. If this average cost of transfer varies substantially in terms of future prices, the Insurer will adjust the premium in the following annual renewal to guarantee the principle of sufficient premiums.

The Insurer must inform the policy holder beforehand of the modifications produced indicating the new premium. In case the new premium is not acceptable, the insured person may resolve the contract when it expires.

## **TRANSFER. REPATRIATION OF FOREIGN RESIDENTS IN SPAIN**

In case of death of any insured foreign national and at the expressed wish of his relatives, the insurer will organise and take care of the transport and repatriation of the body from the place of death in Spanish territory to the international airport closest to the place of burial in the deceased's country of origin.

The Insurer will cover all the transport costs, all the formalities required and the payment of the necessary post mortem costs and coffin in order to carry out the repatriation.

The effects of this coverage depends on the Care guarantees having been taken out.

### COMPANION IN CASE OF TRANSFER DUE TO DEATH

In case of repatriation due to death as previously described, the relatives of the insured person (spouse, first degree ascendant or descendant, brother or sister) can designate one person who will be entitled to a return ticket (tourist class plane ticket, or first class train ticket) from the country of origin to Spain or vice-versa, to accompany the deceased from the place where the death occurred to the international airport closest to the place of burial in the deceased's country of origin.

### EXCLUSIONS

Services that have not been requested from the company and those that have been carried out without the company's consent, except for acts of god or those which due to their nature cannot be demonstrated, are excluded from this guarantee.

Under no circumstances will the cost of services that have not been requested from the company be reimbursed.

Similarly, the following are also excluded:

- > Claims that occurred in the case of wars, demonstrations and popular events, acts of terrorism and sabotage, strikes, criminal acts, or restrictions to free movement, unless the claim can be demonstrated to be unrelated to such events.
- > Accidents arising from the practice of official sports competitions, or competitions, although private, whose organisation and participation were beyond that legally permitted for this type of event. This section includes training, trials and bets.
- > Claims due to radiation from transmutation, nuclear decay or radioactivity.

### 4.5. HOSPITALISATION

If coverage for hospitalisation due to any cause is contracted this must appear in the Particular Conditions of the policy. During a maximum period of 365 days, DKV Seguros. guarantees the insured person the payment of a daily compensation determined in the Particular Conditions of the policy, when he is hospitalised due to any illness or accident which is covered by this policy.

### INSURABLE PERSONS

People aged between 0 and 65 years of age on the date of contracting this policy are considered acceptable. In any case, this coverage will finish at the end of the year in which the insured person reaches 70 years of age.

#### APPLICATION RULES. LIMITS OF THE COVERAGE

- a) Compensation will be due for days on which the insured person is hospitalised. The insured person must require and receive suitable medical care for the condition he is suffering.
- b) The stay in the hospital centre must be for a minimum period of 24 hours with medical prescription and for diagnostic or therapeutic purposes.
- c) In the supposition that the insured person experiences new periods of hospitalisation due to the same cause, or for medical causes directly related to the previous, these new periods of hospitalisation will be considered as a continuation of the first. For the effects of the compensation, the sum of all the stays cannot exceed the maximum periods established in the Particular Conditions. This rule will not be applied if over six months had passed between the date of discharge of one period and the date of admission of the consecutive period.
- d) The amount of the daily compensation will be that established in the Particular Conditions, even in the supposition that the hospital stay were due to several ailments or several operations were carried out at the same time.

#### RULES FOR PROCESSING A CLAIM

To be entitled to receive the corresponding daily compensation, the following documents should be presented to DKV Seguros:

- > Certificate of the stay in hospital and Medical Discharge Report.
- > In case the stay exceeds seven days, an advance medical report must be sent to DKV Seguros stating the centre that the insured person has been admitted to and the reason for doing so.

#### 4.6. ACCIDENTS

If coverage of Death and Permanent disability due to an accident is taken out, this must be shown in the Particular Conditions of the policy. DKV Seguros guarantees the payment of the compensation agreed in the Particular conditions for death or permanent disability due to an accident suffered by the insured person while carrying out his professional activity or during his private life. The disability must be demonstrated and determined within one year starting from the date of the accident and only be due to this accident.

#### INSURABLE PERSONS

People aged between 14 and 65 years of age on the date of contracting this policy are considered acceptable. In any case, this coverage will finish at the end of the year in which the insured person reaches 65 years of age.

#### APPLICATION RULES. LIMITS OF THE COVERAGE

In case of death due to accident, the beneficiary will be considered as the person designated as such in the policy or later written statement or will. In the event that no individual has been expressly designated, the insured person's spouse will be considered to be the beneficiary, or otherwise his children in equal parts, or else his legal heirs in equal parts.

In the supposition that the beneficiary deceitfully provoked the claim, the designation made in his favour will be null and void. The compensation will correspond to the policy holder or otherwise to his legal heirs.

For the case of permanent disability due to an accident, the beneficiary is the insured person himself. The payment of the compensation will be determined according to a scale in function of the degree of disability, taking as a base the table of percentages below. The compensation is expressed as a percentage of the fixed capital for the coverage of "Permanent Disability" in the Particular Conditions depending on the resulting consequences.

## GENERAL CONDITIONS DKV PREVISIÓN

### TOTAL & PERMANENT DISABILITY IS CONSIDERED AS:

The complete loss or the total and permanent functional impotence of both arms, hands, legs and/or feet, of an arm and a leg or of a hand and a foot.	100%
Total blindness or complete paralysis.	100%
Total loss of movement of the spine, with or without neurological manifestations.	100%
Complete and incurable mental derangement.	100%

### PARTIAL PERMANENT DISABILITY IS CONSIDERED AS:

The total loss of the right arm or of the right hand.	60%
Total loss of the left arm or of the left hand.	50%
Total loss of movement of the right shoulder.	25%
Total loss of movement of the left shoulder.	20%
Total loss of movement of the right elbow.	20%
Total loss of movement of the left elbow.	15%
Total loss of movement of the right wrist.	20%
Total loss of the movement of the left wrist.	15%
Total loss of the thumb and the right index finger.	30%
Total loss of the thumb and the left index finger.	30%

Total loss of three fingers, including the thumb or the index of the right hand.	35%
Total loss of three fingers, including the thumb or the index of the left hand.	30%
Total loss of three fingers that are not the thumb or the right index finger.	25%
Total loss of three fingers that are not the thumb or the left index finger.	20%
Total loss of the right thumb and of another finger that is not the index of the right hand.	30%
Total loss of the left thumb and of another finger that is not the index of the left hand.	25%
Total loss of the right index and of another finger that is not the thumb of the right hand.	20%
Total loss of the left index and of another finger that is not the thumb of the left hand.	17%
Total loss only of the right thumb.	22%
Total loss only of the left thumb.	18%
Total loss only of the right index.	15%
Total loss only of the left index.	12%
Total loss of the middle finger, ring finger or of the right little finger.	10%
Total loss of the middle finger, of the ring finger or of the left little finger.	8%
Total loss of two of these last right fingers.	15%
Total loss of two of these last left fingers.	12%
Total loss of a leg or amputation above the knee.	50%
Total loss of a leg below the knee or the amputation of a foot.	40%
Partial amputation of a foot, including all the toes.	40%
Loss of movement of the subastragalina articulation.	10%
Complete loss of movement of the instep of a foot.	20%
Total loss of the big toe of a foot.	10%
Non-consolidated fracture of a leg or a foot.	25%
Non- consolidated fracture of a kneecap.	20%
Total loss of movement of a hip or of a knee.	20%
Reduction of at least of five centimetres, of a lower limb (the loss anatomical total of a metatarsal is equivalent to the loss of the third phalange of the corresponding toe).	15%
Total loss of one of the other toes.	5%
Complete loss of movement of the cervical column, with or without neurological manifestations.	33%
Complete loss of movement of the dorsal column, with or without neurological manifestations.	33%

Complete loss of movement of the lumbar column, with or without neurological manifestations.	33%
Total loss of an eye or reduction of half of binocular vision.	30%
If the vision of the other eye was lost before the accident.	50%
Complete deafness in both ears.	40%
Complete deafness in one ear.	10%
If the deafness of the other ear already existed before the accident.	20%
Total loss of an ear.	7.5%
Total loss of both ears.	15%
Deformation or deviation of the nasal partition that prevents normal breathing.	5%
Total loss of the nose.	15%
Total loss of the lower maxillary or complete ablation of the jaw.	25%
The loss of bone matter in the cranial wall is equivalent to 1% for each cm <sup>2</sup> that has not been substituted by appropriate materials but with the maximum percentage of.	15%

### RULES FOR DETERMINING THE PERCENTAGE DEGREE OF DISABILITY

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

In the event that the insured person simultaneously loses several of his limbs, the degree of disability will be determined adding the respective evaluations without, under any circumstances, the total exceeding 100% of the capital for the coverage of permanent disability.

If an accident affects an organ or a limb that already presented a physical or functional defect prior to the accident, the degree of compensation will be determined according to the difference between the pre-existing and that resulting from the accident.

If the insured person were left-handed, the foreseen percentages for the disability of the superior right limb will be applied to the superior left limb and vice-versa.

The total and permanent functional impotence of a limb is considered to be equivalent to its total loss.

If, after the payment of the compensation for Permanent Disability has been made, the insured person dies as a consequence of this accident, within one year starting from the date of the accident, the insurer will pay the difference between the compensation already paid out and that guaranteed for death, if it were higher. If it were the contrary no reimbursement would be due from the beneficiary.

Under no circumstances are the Social Security regulations for disabilities, or any other applicable to this contract, only the policy's own regulations.

#### **RULES FOR PROCESSING A CLAIM**

To claim compensation in case of death due to an accident, the beneficiary must present the following documents:

- a) Certificate from the doctor who attended to the deceased detailing the causes and circumstance of the death.
- b) Certificate of the inscription of the Insured person's death in the corresponding Civil Register.
- c) Documents that describe the personality of and, where appropriate, the condition of the beneficiary.
- d) Letter detailing the absence of obligation to pay Death Duties, or the payment made, duly authorised by the Inland Revenue.

The insured capital will be paid to the policy holder or his heirs, if at the moment of the insured person's death there were no beneficiaries expressly designated, nor rules for their designation.

For the payment of the compensation in case of permanent disability due to an accident, the insured person must present the following documents:

- a) Declaration of the accident written by the insured person.

b) Medical certificate stating the date of the insured person's accident and, if possible evidence of the total & permanent disability.

c) Any other document that may be required by the insurer, to better evaluate the claim.

The degree of disability resulting from the accident will be determined after the presentation of the medical certificate for the disability. The insurer will inform the insured person in writing of the amount of compensation due, in accordance with the degree of disability derived from the medical certificate and of the scales fixed in the policy.

If the insured person does not accept the insurer's proposition regarding the degree of disability, the parts will seek the decision of medical experts, according to Article 38 of the Law of Insurance Contracts.

# 5.

## EXCLUDED RISKS

### FOR ALL COVERAGE

All risks that are a consequence of armed conflicts; meetings, demonstrations, strikes; nuclear energy, and those classified by the National Government as “a catastrophe or national calamity” are excluded from the coverage of this policy.

### SPECIFIC EXCLUDED RISKS FOR HOSPITALISATION AND ACCIDENTS

a) All kinds of pre-existent illnesses, injuries, pathologies or ailments, as well as the congenital, constitutional or physical defects and those that are a consequence of accidents or illnesses and their consequences suffered or demonstrated before the effective date of the policy, and during the stipulated periods of grace even if they had not been specifically diagnosed, if they were known by the Insured Person and not declared on contracting the policy.

b) Pathological processes exclusively manifesting themselves by pain, aches or dizziness, that is to say without other objective symptoms that can be medically checked.

c) Depression, stress, syndrome of chronic fatigue, “burnout” syndrome, psychosomatic illnesses, and any form of mental derangement.

d) Illnesses derived from, or aggravated by pregnancy, abortion or birth.

e) Illnesses or injuries due to drunkenness, alcoholism, drug addiction or taking drugs or medicines without prescription.

f) Illnesses or injuries as a consequence of acts of war, terrorism and riots or public disorder, extraordinary events or catastrophes that are covered by the conditions established by the Consortium of Insurance Compensation in accordance with the clauses incorporated in the policy.

g) Accidents derived from the insured person taking part in fights (unless acting in legitimate self-defence) and criminal acts. Injuries derived from attempted suicide or that are self-inflicted.

h) Accidents resulting from the practice of underwater diving, training, motor vehicles races, aerial activities, climbing, martial arts, enclosing of wild stock, gully climbing, and other highly dangerous activities.

i) Accidents caused by the professional practice of any sport.

j) Any type of non-healing treatment which the insured person voluntarily undergoes such as aesthetic surgery, vasectomy, tubal ligature, etc. unless due to an illness or an accident.

k) Those provoked by the insured person himself.

l) Accidents occurring while as a passenger or crew member of any form of air transport not authorised for the public transport of passengers.

# 6.

## COMPENSATION CLAUSE FOR THE CONSORTIUM OF INSURANCE COMPENSATION FOR LOSSES DUE TO EXTRAORDINARY EVENTS IN SPAIN WHEN INSURING PERSONS

In accordance with that stipulated in the revised text of the Legal Statute of the Consortium of Insurance Compensation, approved by the Royal Decree Legislative 7/2004, of October 29, and modified by the Law 12/2006, of May 16, the policy holder of an insurance contract who is obligatorily liable for the payment of an incorporated surcharge to the aforementioned public entity has the right to select the coverage of the extraordinary risks with any insurance company that fulfils the conditions demanded by the effective legislation.

The compensation arising from claims that take place due to extraordinary events that occur in Spain, and that affect risks located within, together with those that occur abroad provided that the insured person habitually resides in Spain, will be paid by the Consortium of Insurance Compensation on the condition that the policy holder has settled the corresponding surcharges and some of the following situations have taken place:

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

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

## SUMMARY OF LEGAL REGULATIONS

### 1. EXTRAORDINARY EVENTS COVERED

a) The following natural phenomena: earthquakes and seaquakes, flash floods (including sea storms), volcanic eruptions, cyclones (including extraordinary winds with gusts superior to 135 km/h, and tornadoes) and falling of astral bodies and meteorites.

b) Those caused violently as a consequence of terrorism, rebellions, sedition, mutinies and riots.

c) Acts of the Armed Forces or of the Security Forces in times of peace.

### 2. EXCLUDED RISKS

a) Those that should not receive compensation according to the Law of Insurance Contracts.

b) Those caused to persons insured by an insurance contract different to those in which the surcharge payable to the Consortium of Insurance Compensation is obligatory.

c) Those produced by armed conflicts, even when there has been no official declaration of war.

d) Those related to nuclear energy without that stipulated in the Law 25/1964 of April 29 being affected.

e) Those produced by natural phenomena different to those indicated in Article 1 of the Regulation of the Insurance of Extraordinary Risks, and in particular, those produced by the elevation of the water table, movement of hillsides, landslides or build up of earth, rock falls, and similar phenomena, unless these were professedly caused by the action of rain which had also caused a situation of extraordinary flooding in the area and which occurred with similar characteristics to this flood.

f) Those caused by riots during the course of meetings and demonstrations carried out in accordance with the Organic Law 9/1983, of July 15, regulating the right of such meetings, as well as during the course of legal strikes, unless the mentioned acts could be qualified as extraordinary events in accordance with Article 1 of the Regulation of the Insurance of Extraordinary Risks.

g) Those caused by bad faith of the insured person.

h) Those corresponding to catastrophes that took place before the payment of the first premium or when, in accordance with that stipulated in the Law of Insurance Contracts, the coverage of the Consortium of Insurance Compensation is suspended or the insurance contract is cancelled due to non-payment of the premiums.

i) Events that due to their magnitude and severity are qualified by the Government as "catastrophes or national disasters".

### 3. EXTENSION OF THE COVERAGE

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

In the life insurance policies that, in accordance with that stipulated in the contract, together with the regulations controlling private insurance, generate a mathematical provision, the coverage of the Consortium will refer to the capital at risk for each insured person, that is to say, the difference between the guaranteed sum and the mathematical provision that, in accordance with the aforementioned regulations, the insurance company that had issued it must have constituted. The amount corresponding to the aforementioned mathematical provision will be satisfied by the aforementioned insurance company.

### PROCEDURE IN THE EVENT OF A CLAIM FOR COMPENSATION FROM THE CONSORTIUM OF INSURANCE COMPENSATION

In the event of a claim, the insured person, policy holder, beneficiary, or their respective legal representatives should notify, directly or through the insurance company or broker, within a maximum period of seven days of having become aware of the occurrence of the catastrophe, the corresponding regional office of the Consortium, according to the place where the catastrophe took place.

The notification should be made using the specially prepared model available from the Consortium web page ([www.consortseguros.es](http://www.consortseguros.es)) or their offices or those of the insurance company, enclosing the required documentation according to the kind of injuries in question.

To clarify any doubt that could arise regarding the procedure to follow, the Consortium of Insurance Compensation has the following telephone helpline available: **902 222 665**.

# 7.

## CARE

Compulsory contractual coverage, unless otherwise agreed.

The coverage of CARE includes the following services described below:

- > Family Care
- > Legal Assistance.
- > World Wide Care.

### FAMILY CARE

“DKV Previsión” offers insured persons a post mortem service for the family, with the aim of offering the deceased’s family the necessary steps for the correct provision of the contracted funeral service.

The family care service includes:

- > Personal and direct care for the family in the moments following the death.
- > Guarantee the standards of quality of the insured service.
- > Offer information to insured persons of what their policy entitles them to.
- > Guide the family through the steps and procedures to follow.
- > Act as the family’s spokesman for the funeral parlour, when required.

This service also includes all the necessary administrative steps for the obtaining and processing of all the required official documents with the appropriate bodies after the death of the insured person:

- > Obtaining the death certificate, an extract and a full copy.
- > Obtaining the birth certificate, an extract and a full copy.
- > Obtaining the marriage certificate, an extract and a full copy.
- > Obtaining the co-habiting certificate, an extract and a full copy.
- > Obtaining the certificate of last registered will, and where appropriate copy of the insured person’s final will or declaration of legal heirs if there is no will.
- > Obtaining the certificate verifying that the person is still alive- Faith of life.
- > Obtaining the subsidy for the death of a relative from the Social Security (INSS).
- > Process of removal from the Family Book.
- > Process of removal from the Social Security (INSS) card.

- > Process of removal and obtaining of inscription of spouse and beneficiaries in the Social Security (INSS) card.
- > Application and process of the widow(er)'s pension with the Social Security (INSS).
- > Application and process of the orphans' pension with the Social Security (INSS).
- > Obtaining a copy of the beneficiary's Id n.º and address.
- > Advice with non-contested inheritance process.
- > Processing the letter of payment, evaluation and partial settlement and, where appropriate, the inheritance tax related to the insured deceased's capital, when the policy contemplates this capital due to the insured person's death in an accident, with the heir settling the due amount.

In any event the processes are carried out through administrative channels. Legal channels are excluded.

In all cases the insured person should make the data and necessary documentation for the procedures, in his name available to the different public bodies.

In the event of a claim, the family care service can be requested through the DKV Clients' Attention Service (902 499 800). In all cases, you should indicate: the name of the insured person, the policy number, where you are located, your telephone number and the type of consultation you require.

These services are valid throughout Spanish territory.

## LEGAL ASSISTANCE

This coverage offers all the insured persons covered by the "DKV Previsión" policy a telephone help line, attended by a lawyer, for the prevention of any litigation, regarding the scope of the general rights affecting their personal life as well as the best form of defence.

This service also includes any legal related telephone consultation connected with the death of the insured person, such as:

- > Tax aspects, Inheritance tax.
- > Advice regarding wills, declaration of heirs or registered last wills.
- > Consultations regarding Social Security pensions and subsidies and life insurance.
- > And in general advice for legislation regarding inheritances, inheritance process, reading wills, determining heirs, awarding and acceptance of inheritance, relatives' appeals, transmission of contracts.

Verbal consultations are included but not other acts subject to the payment of fees.

Those consultations that require a legal search or other additional advice will be dealt with within a maximum period of 48 hours with the insurer contacting the insured person to resolve the matter.

## EXCLUSIONS

Under no circumstances will this guarantee include:

- › The obligation of the insurer to assume or intervene in the administrative or legal processes required by the cases in question related to this guarantee.
- › Any fact that exceeds the limits of the application of Spanish Law.
- › The payment of fees of any type that are a consequence of professional acts of lawyers, solicitors, public notaries, registrars, administrative agencies etc. that have intervened in the case related to the guarantee beyond the obligation to inform and guide that the insurer assumes.

This Legal Assistance service can be requested through DKV Clients' Attention Service (902 499 800 from Monday to Friday between 9am and 3pm).

In all cases, you should indicate: the name of the insured person, the policy number, a contact telephone number and the type of consultation required.

## WORLD WIDE CARE

### BASIC WORLD WIDE CARE

#### INSURED PERSONS

The individual residing in Spain, covered by "DKV Previsión" insurance policy of DKV Seguros, provided that it is stated in the Particular Conditions of the policy.

## SCOPE OF THE INSURANCE AND DURATION

The insurance is valid throughout the world, and in Spain, starting from the provincial limit of the Insured Person's habitual residence.

Its duration is bound to that of the DKV Previsión policy in which this coverage is included

## VALIDITY

To be able to benefit from the guaranteed services, the Insured Person should have his home in Spain, habitually reside in it and his time spent away from this habitual residence should not exceed 60 days for travelling or journeys.

## COVERED GUARANTEES

### Medical transfer or repatriation of injured and sick persons

In the event of the Insured Person suffering an illness or an accident, the Insurer will take care of:

- a) The transport expenses by ambulance to the nearest clinic or hospital.
- b) The control of their medical team, in contact with the doctor attending to the injured or sick insured person, to determine the convenient measures for the best course of treatment to follow and the most appropriate means for his eventual transfer to a more appropriate centre or to his home.

c) The transfer expenses for the most appropriate means of transport, of the injured or sick person, to the prescribed hospital or to his habitual residence. If the insured person were admitted to a hospital far from his residence, the Insurer will provide the subsequent transfer to this.

The means of transport used in Europe and coastal countries of the Mediterranean, when the urgency and the serious nature of the case require it, is a special health service aeroplane.

Otherwise, or in the rest of the world, it will consist of a regular airline or by the quickest and most appropriate means, according to the circumstances.

Exceptionally, and in the event of the Insured Person suffering an illness or accident in Spain, the insurer will move the insured person to the nearest hospital whenever the event takes place outside of the provincial limit or of his habitual residence.

#### Repatriation of Insured Persons

When an Insured Person has been transferred or repatriated due to illness or accident in application of the previous section and these circumstances impede the return of other insured relatives to their home by the initially foreseen means, the Insurer will cover the expenses corresponding to:

a) The transport of other insured persons to their place of habitual residence or to the place where the repatriated insured person is hospitalised.

b) Arranging for a person to travel and accompany the other insured persons referred to in point a) above, and also the repatriated insured person's children of under 15 years old in the event of their not having a relative or person of trust to accompany them on the return trip.

#### Premature return of the insured person because of a relative's death

If in the course of a trip the spouse, ascendant or descendant of first degree, brother or sister of the insured person dies in Spain and in the event the means used for his trip or the return ticket does not allow him to anticipate this, the Insurer will cover the expenses of his transport to the place of burial of the deceased in Spain. He will also cover, if required, a return ticket to the place where he was situated when the event took place, if for professional or personal reasons he needs to continue his trip.

#### Premature return of the insured person because of a fire or accident in his home

If during the course of a trip, the insured person is away from his habitual home and a catastrophe took place in this of such a scale that it made it uninhabitable, the Insurer will provide the insured person with a train or plane ticket to return to his home.

Also, in the event that the insured person needs to return to his starting point the Insurer will provide a similar return plane or train ticket.

### Return ticket and hotel expenses for a relative

When the insured person is hospitalised abroad and his stay is foreseen to be of a duration of more than 5 days, the Insurer will provide a relative with a return ticket in order to be at his side.

Similarly, the Insurer will also take care of the expenses of the relative's stay in a hotel, presented with the corresponding receipts, up to 18,03 EUR per day and with a maximum of 180,30 EUR.

### Medical, surgical, pharmaceutical and hospitalisation expenses

If the Insured person needs medical, surgical, pharmaceutical or hospital care due to an illness or accident, the Insurer will cover:

- a) Medical and surgical fees and expenses.
- b) Pharmaceutical expenses, provided they are prescribed by a doctor.
- c) Hospitalisation expenses.

The maximum amount covered per person for all of the above items that occur abroad is 3.005,06 EUR.

### Emergency dental care expenses

As a consequence of the appearance of acute dental problems such as infections, pains or traumas that require emergency treatment, the Insurer will take care of the inherent expenses for the mentioned treatment up to a maximum of 120,20 euros.

### Expenses of an extended stay in a hotel

For the application of the above guarantee for payment of medical expenses, the Insurer will take care of the expenses of an extended stay of the insured person in a hotel, after hospitalisation, and under medical prescription, up to an amount of 24,04 EUR per day and with a maximum of 240,40 EUR.

### Delivery of medication abroad

The Insurer will take care of the delivery of the necessary medication for the treatment of the insured person prescribed by a doctor that cannot be found in the place where he is situated.

### Medical consultations by phone

If the insured person requires information of a medical nature that he cannot obtain locally he can request this from the Insurer. As it is impossible to establish a diagnosis over the telephone, the information should be considered as a mere suggestion, without any damage that may arise as a result of the insured person's actions, being considered, in any case, the responsibility of the Insurer, or his medical team.

### Repatriation of the deceased and of insured companions

The Insurer will take care of all the formalities required at the place of the insured person's death, as well as those of the repatriation to the place of his burial in Spain.

In the event that the insured relatives who accompanied him at the moment of the death could not return by the initially foreseen means, or by not being

allowed to do so with their return ticket, the Insurer will take care of their transport to the place of the burial or of their residence in Spain.

If the relatives were the Insured deceased person's children under 15 years without a relative or person of trust to accompany them on the trip, the Insurer will arrange for a person to travel with them to the place of the burial or their residence in Spain.

#### Companion in case of death

Relatives of the insured person who died abroad have the right to a return plane ticket, or suitable means of transport, to travel to where the death occurred and accompany the body on its return.

#### Locating and delivery of luggage and personal belongings

In the event of the theft or loss of luggage and personal belongings, the Insurer will assist the insured person in reporting this.

Both in this case and in that in which the stolen or lost items were later recovered, the Insurer will take care of the delivery of these to where the insured person is currently staying, or to his home.

#### Delivery of documents abroad

If the insured person requires a document that has been forgotten, the Insurer will arrange all the opportune administration to have it delivered to his destination, with up to a maximum of 60,10 EUR for delivery costs.

#### Legal assistance for driving offences abroad

Defence of the insured title-holder, who was the driver of the vehicle in Civil or Penal matters of which he is accused as a consequence of a driving accident suffered with the vehicle up to a maximum limit of 901,52 EUR.

#### Advance of bail abroad

Sums demanded from the insured title holder, being the driver of the vehicle, to guarantee the legal costs in criminal proceedings as a consequence of a driving accident suffered with the vehicle.

The maximum for this concept is that indicated for the previous guarantee, or, 901,52 EUR.

This includes the advance payment on the insured title-holder' behalf, of the bail to guarantee his provisional liberty or personal appearance at the trial.

In this case the insured person must sign a written document recognising this debt, undertaking to repay the agreed sum within two months of returning home, or in any event within three months of his application. The maximum amount that can be advanced for this concept is 4.207,08 EUR.

The insurer reserves the right to request a guarantee to cover the advanced sum.

#### Travel Information

The insurer will provide, on request, the insured person with information relating to:

a) Vaccinations and visa requests for foreign countries, as well as those requirements published in the latest edition of the TIM (Travel Information Manual), an information handbook relating to travel which is a joint publication of the fourteen members of the airlines belonging to IATA. The insurer does not accept responsibility for the accuracy of the information contained in the TIM nor the differences that may occur in this said publication.

b) Addresses and telephone numbers of Spanish Embassies and Consulates anywhere in the world, where present.

#### Transmission of messages

The Insurer will take care of transmitting any urgent messages that the insured person requests, subject to the events covered by the present guarantees.

#### COMPLEMENTARY WORLD WIDE CARE

This guarantee, in addition to all the benefits of the Basic World Wide Care, includes: the cost of preparing and moving the deceased from any location abroad to any cemetery situated in mainland Spain (peninsular and islands), regardless of the duration of the deceased's stay abroad.

Its coverage must be expressly stated in the Particular Conditions.

#### LIMITATIONS OF THE CONTRACT

##### EXCLUSIONS

- › **The guarantees and services that have not been requested from the Insurer and which have not been made with or by agreement, except in cases of acts of god or those whose nature is impossible to demonstrate.**
- › **Surgical and hospitalisation costs in Spain.**
- › **Those illnesses or injuries that take place as a consequence of chronic sufferings or prior to the beginning of the trip, as well as their complications or relapses.**
- › **Accidents arising from the practice of official sports competitions, or competitions, although private, whose organisation and the participation in which were beyond that legally permitted for this type of event. This section includes training, trials and bets.**
- › **Claims due to radiation from transmutation, nuclear decay or radioactivity, as well as the claims that occurred in the case of wars, demonstrations and popular events, acts of terrorism and sabotage, strikes, criminal acts, or restrictions to free movement, unless the claim can be demonstrated to be unrelated to such events.**
- › **Death as a result of suicide or the illnesses and resulting injuries of the intent or deliberate cause of the insured person to himself, as well as those arising from the criminal actions of the insured person, directly or indirectly.**

- › **The treatment of illnesses or pathological states caused by intentional ingestion or administration of toxins (drugs), narcotics, or by the use of medications without medical prescription.**
- › **The costs of prosthesis, spectacles and contact lenses, births and pregnancies except for unforeseen complications during the first six months, and any type of mental illness.**
- › **Events due to the practice of sports in competition, in high risk sports or activities (rafting, paragliding, mountaineering etc) and the rescue of people at sea or in mountains or deserts.**
- › **Any medical or pharmaceutical expenses less than 9,02 Euros.**
- › **For the transfer or repatriation of the deceased: the expenses corresponding to the burial and ceremony (which are covered by the guarantee Benefits and Services).**

## ADDITIONAL DISPOSITIONS

In the telephone conversations requesting the covered guarantees, you should indicate: name of the insured person, number of the policy contracted with DKV Seguros, the exact present location, a contact telephone number and type of assistance required.

The insurer does not accept responsibility for the delays or non-fulfilment due to acts of god or special administrative or political characteristics of a certain country.

In any event, if no direct intervention were possible, the insured person would be reimbursed on his return to Spain, or in the event of necessity, as soon as he is in a country where the previous circumstances do not exist, for the expenses incurred and guaranteed, by means of presentation of the corresponding receipts.

The medical services relative to sanitary transport should be made by agreement with the doctors of hospital centre that attend to the insured person with the Insurer's Medical Team.

The compensations fixed in the guarantees will, in any event, complement the contracts that could have coverage of the same risks as the Social Security benefits or those of any other collective regime.

The Insurer is subrogated in the rights and actions that can correspond to the insured person for facts that have motivated the intervention of the former and up to the total of the amount of the services provided.

In order that the Insurer can provide the services according to the previous guarantees, it is indispensable that the Insured person requests his intervention, from the moment of the occurrence of the event, by ringing one of the following numbers (reverse charge), according to the country he is in.

From Spain: 902 499 800

From the rest of the world  
00 34 902 499 199  
Permanent 24 hour service

## OTHER CARE SERVICES

Insured persons covered by DKV Previsión, in addition to the guarantees described in this policy, have an additional range of services available whose scope and content is detailed in Appendix 1.

# 8.

## BASE OF THE CONTRACT, RELATIONSHIP BETWEEN THE PARTS, LEGAL ASPECTS

### PERFECTION OF THE CONTRACT AND LENGTH OF INSURANCE

This policy has been drawn up according to the declarations of the policy holder and the insured person contained in the questionnaire, which have convinced the insurer to accept the risk and which have been used by him to calculate the premium.

The insurance contract and its modifications will not take effect until the policy has been signed and the first premium paid, unless otherwise agreed in the Particular Conditions.

The Contract will be null and void if at the moment of its conclusion the risk did not exist or the claim had been made.

If the contents of the policy differ from the insurance application, or the agreed clauses, the policy holder may request that the insurer corrects the existing divergence within one month starting from the delivery of the policy. Once this term has passed without any request having been made, that specified in the policy will be binding.

For the coverage of Benefits and Services, Regulatory benefit and Additional Benefit for funeral expenses, it is the sole right of the policy holder to cancel the contract on its annual expiry, and of his own free will. Therefore the Insurer is obliged to extend, by tacit of the contract, provided that all payments corresponding to the premium have been duly satisfied to date.

### OTHER OBLIGATIONS, DUTIES AND FACULTIES OF THE POLICY HOLDER OR THE INSURED PERSON

The policy holder, or where appropriate, the insured person must:

- a) Before the conclusion of the contract, declare to the Insurer with truthfulness, diligence, and without any reservation all the circumstances known to him that may influence in the evaluation of the risk.
- b) During the course of the contract, inform the insurer as soon as possible of all the circumstances known to him that may, according to the questionnaire that he completed before the perfection of the contract, modify the risk and are of such a nature that if they had been

known to the insurer at the time of drawing up the contract, he would not have done so or would have set stricter conditions.

c) Inform the insurer as soon as possible of any change of address.

d) Use all the means within his reach to reduce the consequences of the claim. The non-fulfilment of this duty with the aim of deceiving, or harming DKV Seguros or obtaining an additional benefit will release the insurer from the obligation to pay any benefit related to the claim.

e) Aid with the cession of his rights, or subrogation, to the insurer, in case of a claim from third parties for the amount paid by the insurer.

f) Inform the insurer with the utmost urgency, and in any event within a maximum period of seven days of becoming aware of the incident leading to the claim, providing full details related to the circumstances and effects of this incident that may be required by the insurer.

## OTHER OBLIGATIONS OF THE INSURER

DKV Seguros is obliged to fulfil the promised service or pay the benefit on conclusion of the necessary investigations to establish the existence and extent of the claim. It is obliged to pay or fulfil the guaranteed service and in any event, within the following forty days from receipt of the claim, the minimum amount of what may be due according to the circumstances known. If, within three months of the

occurrence of the claim, the insurer had not paid the guaranteed sum or the minimum amount of what may be due for an unjustifiable reason, or what may be attributable to him, the benefit will be increased by the payment of an annual interest which is the same as the legal current rate for money at that moment plus an additional 50%. This interest will be calculated on a daily basis without the need for legal action.

The insurer is obliged to provide the policy holder with the document corresponding to provisional cover, or that due according to Article 5 of the Law of Insurance Contracts, when contracting the policy.

## PAYMENT (PREMIUMS)

The policy holder is obliged to pay the first premium at the moment of signing the contract. Successive premiums must be settled on their corresponding due dates.

The policy holder may request payment of the annual premiums in six-monthly, quarterly or monthly instalments, in which case the corresponding surcharge is applied. Payment in this manner does not release the policy holder from paying the annual premium in full.

If the first premium had not been paid due to the fault of the policy holder, the insurer has the right to cancel the contract or request payment in writing, as the policy states. In any event, and unless otherwise agreed in the Particular Conditions, if the premium had not been paid before the occurrence of the claim, the insurer is freed from his obligation.

In the event of non-payment of the following premiums or instalments, the coverage will be suspended for one month after the due date, and if the insurer does not request payment within the six months following this due date, it is understood that the contract has been cancelled. If the contract had not been cancelled for the above conditions, the coverage will restart 24 hours after the day on which the policy holder settles the premium. The insurer will not claim payment for the period, due to non-payment, the coverage had been suspended.

The insurer is only bound by the receipts issued by the company.

Payment of the premiums will be made at the address given by the policy holder. Unless otherwise stated in the Particular conditions, the place of payment is that which appears on the standing order. To do so, the policy holder will provide DKV Seguros with the details of his bank or savings account for payment by standing order and duly order his bank to settle. If no such address is given in the particular conditions, it is understood that this will be the policy holder's address.

Payment of the premiums to an agent who mediates in the policy will have the same effect as if they had been made directly to the insurer.

## LOSS OF RIGHTS TO THE GUARANTEED SERVICE OR BENEFIT

**The insured person loses his right to the guaranteed service or benefit:**

- a) If the policy holder or insured person on completing the questionnaire do not respond truthfully and without reservation, either willingly concealing relevant circumstances or not observing the due diligence to provide the requested information.**
- b) If the claim occurs before the first premium is paid, unless otherwise agreed.**
- c) If the policy holder or the insured person do not provided the insurer with the information regarding the circumstances or consequences of the claim at his request, revealing deceit.**
- d) If the claim occurs due to the deceit of the insured person or beneficiary.**

**In any case, the Insurer can cancel the contract by notifying the policy holder with one month's notice in writing, starting from the moment in which he became aware of any concealment or inaccuracy of the policy holder.**

## NOTIFICATIONS

The notifications of the policy holder or the insured person to the Insurer must be sent to the business address given in the policy. However, notifications that are made to the Insurer's agent who mediated in the policy will also be valid.

The notifications made by a broker to DKV Seguros on behalf of the policy holder will have the same effects as if they had been made by the policy holder himself.

However, notifications made by the policy holder or insured person to the broker will not be considered as having been made to the company.

The notifications of DKV Seguros to the policy holder or the insured person will be made at the address given in the policy.

## JURISDICTION

The present insurance contract is subject to Spanish jurisdiction, and the judge corresponding to the insured person's area will be considered competent for the legal action of this Insurance contract.

## PRESCRIPTION

The legal actions related to this insurance contract are prescribed after five years.

## **APPENDIX I: CARE SERVICES**

## DKV MEDICAL LINE

### A PROFESSIONAL DOCTOR YOU CAN RELY ON AT YOUR DISPOSAL 24 HOURS A DAY

“DKV Medical Line” is a medical advisory service over the phone (902 499 799), or through internet (lineamedica@dkvseguros.es) for insured clients of DKV Seguros.

A qualified medical team will advise and resolve your doubts related to symptoms, health problems or use of medication.

A medical orientation service which is at hand, quick and easy to use.

> Payment for the service: The recommended system is direct payment by telephone, by means of a bank card (debit or credit). Alternatively, the payment may be made by a bank transfer.

This service is offered at special discounted rates to clients of DKV Seguros. The exact amount may vary depending on whether this Second Opinion is sought from Spanish or international doctors.

> The second opinion will be sent to the client’s home by means of a detailed report with the specific recommendations that take into account the latest medical advances.

## SECOND MEDICAL OPINION

### CONSULTATIONS WITH MEDICAL EXPERTS OF WORLD WIDE PRESTIGE

Through this service clients insured by the policy will have access to leading experts on a world wide level to confirm diagnoses or treatments related with serious or little known illnesses. These experts, taking the tests and reports provided by the insured person as a base, will confirm the diagnosis and suggest alternative treatment.

### HOW TO USE THE SERVICE

> The insured person must request authorisation beforehand from the DKV Seguros Call Centre (902 499 150). The process will be co-ordinated by a medical team and the client must indicate the health problem by providing any available medical reports and diagnostic tests.

## SURGERY FOR MYOPIA

### TREATMENT OF VISUAL ILLNESSES

This service provides access to a new surgical procedure for the treatment of most refractive visual illnesses (myopia, hypermetropia, astigmatism). It is a safe and quick operation which lasts approximately 10 minutes per eye. The service includes the first consultation, preoperative treatment, surgery and post operative consultations.

### HOW TO USE THE SERVICE

> Consult the DKV Health Care Network by calling the DKV Call Centre (902 499 150).

> Make an appointment by calling your chosen centre directly. Once you have made the first visit and confirmed the possibility of being operated on, you should:

> Make the payment for the service. The recommended system is direct payment by telephone, by means of a bank card (debit or credit). Alternatively, the payment may be made by a bank transfer. Once the payment has been confirmed, you will receive an authorisation to go to your chosen centre. This authorisation is your guarantee for the service and no additional payment should be made to the centre.

Discounted rates with an approximate saving of 40% on private clients' rates.

## ASSISTED REPRODUCTION

### TREATMENT FOR INFERTILITY

This service includes the diagnosis and treatment of infertility by means of the most advanced techniques of assisted reproduction, as well as treatment of the associated gynaecological pathology. Given that each client's needs can be very specific, each case should be given personal consideration.

### HOW TO USE THE SERVICE

- > Consult the DKV Health Care Network by calling the DKV Seguros Call Centre (902 499 150).
- > To use the service the client must have authorisation from the DKV Seguros Call Centre. (902 499 150). Since each client's needs can be very specific, the cases will be co-ordinated one by one by a medical team.

> Payment for the service: The recommended system is direct payment by telephone, by means of a bank card (debit or credit). Alternatively, the payment may be made by a bank transfer. Once the payment has been confirmed, you will receive an authorisation to go to your chosen centre. This authorisation is your guarantee for the service and no additional payment should be made to the centre.

Prices: A average approximate saving of 20% on private clients' rates.

## DENTAL SERVICE

### FAMILY DENTAL SERVICE

The dental service allows insured clients of the policy to go to DKV Seguros associated dental surgeries and receive treatment at highly advantageous rates. The associated dental surgeries cover all specialities related to dental health: general, paediatric, orthodontics, implants, dental radiology and dental emergencies.

### HOW TO USE THE SERVICE

- > Make an appointment directly with the associated dental surgery. You can obtain information about the available centres by calling the DKV Seguros Call Centre (902 499 150).
- > In the clinic you should identify yourself with your DKV Care card so that the dentist can prepare a quote, applying the special rates.

## PAYMENT FOR THE SERVICE

› The payment should be made directly to the dental surgery, on the base of the prepared quote at the special rates for insured clients of DKV Seguros. You can obtain information about these prices in the dental surgery itself or by calling DKV Seguros on (902 499 150).

## GIVING UP SMOKING

### A PROGRAMME TO HELP YOU TO STOP TO SMOKING “LIVING BETTER WITHOUT TOBACCO”

The treatment consists of fourteen direct, personal consultations, carried out by a therapeutic team formed by doctors and psychologists. The total duration of the treatment is three months, with follow up consultations after six months and one year. These interventions analyse each smoker's personal characteristics and offer a personal help plan to achieve the final objective: to give up smoking.

Also, the service has an informative web page [www.vivesintabaco.com](http://www.vivesintabaco.com), where the patient can receive advice and helpful information.

### TO USE THE SERVICE

Consult the specialist consultants, by telephoning the DKV Call Centre (902 499 150) or via the web page [www.vivesintabaco.com](http://www.vivesintabaco.com)

Request previous authorisation from the DKV Call Centre (902 499 150).

## PAYMENT FOR THE SERVICE

The recommended system is by direct payment by telephone, by means of a bank card (debit or credit). Alternatively, payment can be made by bank transfer to DKV Services.

The prices are subsidised, with an approximate saving of 40% on a private client's prices.

**For further information on these services or your nearest associated centre, contact DKV Seguros on 902 499 150.**

## DECLARATION OF THE EXPRESSED ACCEPTANCE OF THE CONTRACT

The Policy Holder, to the effects stipulated in Article 3.º of the Law of Insurance Contracts, recognises having received and read in full a copy of the present General Conditions, which have been explained to him, accepting them by means of his signature and expressly states his full acceptance of the limiting clauses included within, and especially, the exclusions of coverage that are expressed in the three main guarantees, funeral, hospitalisation and accidents, which have been clearly, explicitly and separately indicated and whose content he is aware of and understands; and in full agreement accepts this document.

The Policy Holder

The Insured Person

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



**DKV**

**DKV SEGUROS S.A.E.**

902 499 499

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