

# General terms and conditions

Cigna's Outpatient Health Insurance



# Index. 1/2

## Legal information about Insurer -P.4

### Definitions -P.4 to 7

### Article I. Purpose -P.7

### Article 2. Insurance cover -P.8

#### 2.1. Outpatient emergencies -P.8

#### 2.2. Primary medical assistance -P.8

#### 2.3. Primary nursing care or nursing services -P.8

#### 2.4. Specialities -P.8

2.4.1. Allergology -P.8

2.4.2. Anaesthesiology and resuscitation -P.8

2.4.3. Angiology and vascular surgery -P.8

2.4.4. Digestive apparatus -P.8

2.4.5. Cardiology -P.8

2.4.6. Cardiovascular surgery -P.8

2.4.7. General surgery and surgery of the digestive apparatus -P.8

2.4.8. Oral and maxillofacial surgery -P.8

2.4.9. Orthopaedic and traumatological surgery -P.8

2.4.10. Paediatric surgery -P.9

2.4.11. Plastic and restorative surgery -P.9

2.4.12. Chest surgery -P.9

2.4.13. Dermatology and venereal diseases -P.9

2.4.14. Endocrinology and nutrition -P.9

2.4.15. Geriatrics -P.9

2.4.16. Gynaecology and obstetrics -P.9

2.4.17. Haematology and haemotherapy -P.9

2.4.18. Internal medicine -P.9

2.4.19. Nephrology -P.9

2.4.20. Pneumology -P.9

2.4.21. Neurosurgery -P.9

2.4.22. Neurology -P.9

2.4.23. Ophthalmology -P.10

2.4.24. Medical and radiotherapy oncology -P.10

2.4.25. Otorhinolaryngology -P.10

2.4.26. Psychiatry -P.10

2.4.27. Rheumatology -P.10

2.4.28. Urology -P.10

#### 2.5. Complementary diagnostic resources -P.10

2.5.1. Clinical analyses -P.10

2.5.2. Pathological anatomy -P.10

2.5.3. Nuclear medicine -P.10

2.5.4. Clinical neurophysiology -P.10

2.5.5. Radiodiagnosis -P.10

#### 2.6. Special treatments -P.11

2.6.a. Physiotherapy and rehabilitation -P.11

2.6.b. Phoniatory and speech therapy -P.11

#### 2.7. Cover for maternity and new-born infants -P.11

2.7.1. Obstetrics -P.11

2.7.2. Preparation for childbirth -P.11

#### 2.8. Odontology -P.11

#### 2.9. Other healthcare services -P.11

2.9.1. Podiatry -P.11

2.9.2. Cigna Healthcare 24H medical guidance hotline -P.11

2.9.3. Clinical psychology -P.11

2.9.4. Preventive medicine -P.12

2.9.4.a. Cardiology -P.12

2.9.4.b. Gynaecology -P.12

2.9.4.c. Paediatrics -P.12

### Article 3. Waiting periods -P.12

3.1. Clinical neurophysiology -P.12

3.2. Nuclear medicine -P.12

3.3. Radiodiagnosis -P.12

3.4. Cardiology tests -P.12

3.5. Preparation for childbirth -P.12

3.6. Physiotherapy and rehabilitation -P.12

3.7. Phoniatory and speech therapy -P.12

### Article 4. Exclusions -P.12

### Article 5. The Insurance Contract -P.13

5.1. Documentation and formalization of the insurance contract and duty to provide information -P.13

5.2. Conditions for inclusion in the insurance -P.14

5.3. Duration of the contract -P.14

5.4. Subrogation -P.14

5.5. Limitation of legal action -P.14

5.6. Communications -P.14

### Article 6. Duties and Obligations of the Insured -P.15

6.1. Premiums -P.15

6.2. Collaboration in processing -P.15

6.3. Taxes and surcharges -P.16

### Article 7. Obligations of the Insurer -P.16

7.1. Provision of Cover -P.16

7.2. Information to the Policyholder -P.16

7.3. Personal Data Protection -P.17

### Article 8. Complaints -P.17

8.1. Arbitration -P.17

8.2. Competent Jurisdiction -P.17

# Index. 2/2

## Article 9. Express Acceptance. Acknowledgement of receipt of information -P.18

## Rider. Assistance when travelling abroad

### Definitions -P.19

### Conditions -P.19

### Stipulation one: guarantees covered -P.19

- > **Guarantee one:** medical, pharmaceutical or hospital expenses abroad -P.19
- > **Guarantee two:** emergency dental expenses while abroad -P.20
- > **Guarantee three:** transport by ambulance or medical repatriation -P.20
- > **Guarantee four:** sending a specialist -P.20
- > **Guarantee five:** sending of medicinal substances -P.20
- > **Guarantee six:** remote medical consultation or advice -P.20
- > **Guarantee seven:** administrative steps for hospitalization -P.20
- > **Guarantee eight:** expenses for the return of persons accompanying the insured -P.20
- > **Guarantee nine:** return of minors -P.20
- > **Guarantee ten:** early return -P.20
- > **Guarantee eleven:** transportation or repatriation of mortal remains -P.21
- > **Guarantee twelve:** person accompanying mortal remains -P.21
- > **Guarantee thirteen:** expenses of the person accompanying the mortal remains -P.21
- > **Guarantee fourteen:** return of the persons accompanying the deceased -P.21
- > **Guarantee fifteen:** procedural bonds and expenses -P.21
- > **Guarantee sixteen:** travel information service -P.21
- > **Guarantee seventeen:** healthcare information service -P.21
- > **Guarantee eighteen:** transmission of urgent messages -P.21
- > **Guarantee nineteen:** sending items forgotten during the trip -P.21
- > **Guarantee twenty:** return expenses on hospital discharge -P.21
- > **Guarantee twenty-one:** cash delivery while abroad -P.21
- > **Guarantee twenty-two:** transportation expenses of the person accompanying the insured -P.22
- > **Guarantee twenty-three :** board and lodging expenses of the person accompanying the insured while in hospital -P.22
- > **Guarantee twenty-four:** extended stay -P.22

### Stipulation two: exclusions -P.22

A) Exclusions applicable to guarantees in the event of lesion or illness -P.22

B) Exclusions applicable to guarantees in the event of death -P.22

C) Exclusions generally applicable to all guarantees -P.22

Stipulation three: limits of the guarantees -P.23

Stipulation four: territorial scope -P.23

Stipulation five: processing of claims (travel assistance) -P.23

Stipulation six: data processing and protection -P.23

# General terms and conditions

## Cigna's Outpatient Health Insurance

### 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 Healthcare).

Entered on the Madrid Companies Registry in Volume 809, Sheet 205, Section 8, Page M III84; Tax ID No. W-0021205J.

Registered with the Directorate-General for Insurance and Pension Funds under number E0133. 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, 2140 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 Outpatient 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 Cigna's Outpatient 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 member.  
**Cardiovascular diseases and the Lesions related with such conditions will not be considered as Accidents.**
- › **Acute Pathology.** That appearing suddenly, limited in time (6 months) and requiring prompt treatment.
- › **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.
- › **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.**
- › **Anti-neoplastic (or cytostatic) drug.** Substances preventing the development, growth, or proliferation of malignant tumour cells catalogued as such in the Vademecum.
- › **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.
- › **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.
- › **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.
- › **Claim.** Any event that has consequences requiring the provision of medical assistance, which costs are covered, in whole or in part, by the Policy.
- › **Complementary diagnostic resources.** Tests necessary for the achievement of a clinical diagnosis and classified as such within the Nomenclature of the OMC.
- › **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.

- › **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 member's life.

- › **Contracted Medical Services (or Cigna Healthcare medical network).** 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.
- › **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 member 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 member 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.
- › **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.
- › **Deductible.** Fixed amount or a percentage of the medical and/or Hospital expenses established in the Policy and paid by the member to the healthcare provider, and not subject to reimbursement by the Insurer.
- › **Dependent member.** Spouse or Life Partner of the main member, and/or the children of the Main member or of the Spouse or Life Partner.
- › **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 member 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 member or the function of any organ in immediate danger.. This assistance may be rendered either at the member's home or in a Hospital or Healthcare Centre equipped with an Emergency service.
- › **Exacerbated Chronic Pathology.** Chronic pathology presenting acute exacerbation, likely to require immediate treatment limited in time.
- › **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. It is a technique that modifies a person's genes in order to treat or cure an Illness.

They 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.
- Modifying a gene to alter the functioning of the receptors of a cell of any origin.
- › **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.
- › **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 member's home.

- › **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.**

- › **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.
- › **Health Questionnaire.** A form with questions provided by Cigna Healthcare to the Policyholder and/or member 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.

- › **Hospital.** All public or private establishment legally authorized for the treatment of Illnesses or Lesions, equipped with round-the-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.**

- › **Hospital Assistance.** That provided at a Hospital under an admission regime for the member's medical or surgical treatment.
- › **Hospitalization.** Admission (voluntary or involuntary) of the member 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.
- › **Illness or Lesion.** All involuntary alterations in health status diagnosed and confirmed by a Physician and requiring Healthcare Assistance.
- › **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.
- › **Integrative, Holistic and Anti-aging Medicine:** Any medical diagnostic or therapeutic approach combining conventional practices with complementary and alternative therapies which aim at promoting general well-being, improving physical or mental performance or preventing physiological aging, and which are neither recognized as part of the standard treatment of the national and international clinical guidelines in force, nor approved by the competent health authorities as standard practice of such specialty. **Cover of these therapies will be subject to the terms and conditions set out in the policy.**
- › **Kits:** Pre-packaged set of materials and reagents designed to allow the collection, preservation and analysis of biological samples (such as blood, urine, feces, saliva or other body fluids) intended for diagnostic tests, monitoring or evaluation of health conditions.
- › **Life-threatening Emergency.** Urgent and immediate need to receive Healthcare Assistance without which the life of the member would be endangered or irreparable harm would result for his or her physical integrity.
- › **Main member.** The member party personally assuming the obligations of the Policy in the absence of the Policyholder.
- › **Maintenance Therapy.** Maintenance Therapy. Treatment aimed at avoiding any relapse in a pathology after the maximum degree of functional recovery has been achieved.
- › **Medical Act.** Service rendered by a healthcare Specialist or professional legally licensed for the purpose, in the exercise of their profession, at a Healthcare Centre or Hospital.
- › **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 member established for the medical and surgical fees covers all those of the aforementioned professionals.

- › **Medical prescription:** Instructions written and signed by a legally licensed physician and required by the company **which is issued prior to the performance of the prescribed treatment, diagnostic test or medical intervention** and meets medical necessity criteria, in accordance with current health regulations. The medical prescription must comply with the requirements established by the current health regulations and will be a necessary condition for the covers included in the policy to be effective.
- › **Member.** 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.
- › **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.
- › **Nurse.** Graduated in Nursing, legally qualified and authorized to carry out the nursing activity.
- › **Orthopaedic Material.** Medical devices for external use applied to correct or avoid alterations in the human body.
- › **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.
- › **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.
- › **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.

- › **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.
- › **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 member. If the Policyholder is also the member, he or she will be considered to be the Main member.
- › **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.
- › **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 member 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.
- › **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.
- › **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.
- › **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.**

- › **Psychologist.** Graduated in Psychology, legally qualified and authorized to carry out such activity.
- › **Psychotherapy.** Treatment method applied to a person suffering a mental conflict on the indications or prescription of a psychiatrist, neurologist, paediatrician or oncologist.
- › **Radiation Therapy.** Treatment based on the application of ionizing radiation, which includes gamma ray, alpha particles, electrons and photons.
- › **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.
- › **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.
- › **Serious Illnesses.** For the purposes of this Policy, those described in paragraph two of article 2.9.7.
- › **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.
- › **Sports Medicine:** Medical area aimed at the prevention, diagnosis, treatment and follow-up of injuries or pathologies related to physical activity and sports, as well as the promotion of health and well-being through physical exercise. It includes the assessment of the member's physical condition, advice on safe practice of sports and optimization of functional performance. **Cover of this speciality will be subject to the terms and conditions set out in the policy.**
- › **Standard Room.** Hospital Room with a single space. Suites or rooms with an anteroom are not considered to be Standard.
- › **Sum member.** The maximum limit of the compensation to be paid by the Insurer in each case. The amount of the Sum member for each guarantee contracted will be reflected in the Special Conditions (Plan) of the Policy.
- › **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).

- › **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.
- › **Waiting Period.** Period of time counted from the date that cover under the Policy begins during which certain items of cover are not effective.

## 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 Outpatient 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, Co-payments and with the Deductibles 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

Only outpatient consultations and diagnostic tests or treatment, as defined in the following specialities, are covered:

### 2.1. Outpatient emergencies

Only outpatient emergency consultations provided in non-hospital care centres contracted by Cigna Healthcare that offer this service are covered.

### 2.2. Primary medical assistance

General medicine, family and community medicine, and paediatrics and childcare consultations are covered (for patients up to 16 years of age), at the Health Centre 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 (when it is not possible to travel to the centre for medical reasons), 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 on an outpatient basis, are covered in the following specialities.

#### 2.4.1. Allergology

Only consultation and skin tests performed in consultation with the specialist are covered.

**Vaccines and tests for food intolerances and similar, as well as food provocation tests and pharmacological provocation tests are excluded.**

#### 2.4.2. Anaesthesiology and resuscitation

Pre-operative consultation and pain management consultation are included.

**Pain management is excluded.**

#### 2.4.3. Angiology and vascular surgery

Consultation and Doppler ultrasound are included.

**Treatments for aesthetic purposes are excluded.**

#### **2.4.4. Digestive apparatus**

Consultation and FibroScan for the assessment of hepatic fibrosis are included.

**Digestive endoscopies, echo-endoscopies, endoscopies using a capsule and virtual endoscopy are excluded.**

#### **2.4.5. Cardiology**

Consultations, transthoracic echocardiograms, conventional Holter and echo-Doppler are included.

**Transesophageal echocardiography is excluded.**

#### **2.4.6. Cardiovascular surgery**

Consultation and transthoracic echocardiogram are included.

**Transesophageal echocardiography is excluded.**

#### **2.4.7. General surgery and surgery of the digestive apparatus**

Consultation is included.

**Digestive endoscopies, echo-endoscopies, endoscopies using a capsule and virtual endoscopy are excluded.**

#### **2.4.8. Oral and maxillofacial surgery**

Consultation is included.

**Orthopantomography is excluded**

#### **2.4.9. Orthopaedic and traumatological surgery**

Consultation is included.

#### **2.4.10. Paediatric surgery**

Consultation is included.

#### **2.4.11. Plastic and restorative surgery**

Consultation is included.

#### **2.4.12. Chest surgery**

Consultation is included.

#### **2.4.13. Dermatology and venereal diseases**

**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. Any therapeutic act performed in consultation is excluded.**

#### **2.4.14. Endocrinology and nutrition**

Consultation is included.

**Dietary treatments are excluded, unless prescribed by a Specialist to treat a disease covered by the Policy. Nutritionist services are excluded.**

#### **2.4.15. Geriatrics**

Consultation is included.

#### **2.4.16. Gynaecology and obstetrics**

Consultation, gynaecological ultrasound, gynaecological Doppler ultrasound, cytology sampling, implantation and removal (exclusively in consultation) of the IUD contraceptive method and the subcutaneous contraceptive implant, **but not the cost of any device and/or implant, which will be borne by the Insured**, monitoring and triple screening in pregnancy are included.

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

The following prenatal diagnostic tests are included:

- › One (1) 3D or 4D ultrasound scan per pregnancy.
- › Non-invasive prenatal diagnostic test (one per pregnancy) which includes the study of alteration in chromosomes 13, 18 and 21, as well as in chromosomes X and Y, with prior authorization of the Company, at the **Contracted Medical Services Designated by Cigna Healthcare** for such purpose, in accordance with the limits and conditions set out in the Policy.

#### **2.4.17. Haematology and haemotherapy**

Consultation is included.

#### **2.4.18. Internal medicine**

Consultation is included.

#### **2.4.19. Nephrology**

Consultation is included.

#### **2.4.20. Pneumology**

Consultation and spirometries are included.

**Bronchoscopies and echobronchoscopies are excluded.**

#### **2.4.21. Neurosurgery**

Consultation is included.

#### **2.4.22. Neurology**

Consultation is included.

#### **2.4.23. Ophthalmology**

Consultations, photocoagulation, campimetry, fluorescein angiographic and retinographic techniques are included.

#### **2.4.24. Medical and radiotherapy oncology**

Consultation is included.

**Radiotherapy are excluded.**

#### **2.4.25. Otorhinolaryngology**

Consultation, fibrorhinolaryngoscopy and vestibular testing are included.

#### **2.4.26. Psychiatry**

Consultation is included.

**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.**

#### **2.4.27. Rheumatology**

Consultation is included.

#### **2.4.28. Urology**

Consultation, urodynamic studies, flowmetering and ultrasound are included.

**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.I. Clinical analyses**

Biochemistry, haematology, microbiology, tumour markers and hormones are included, **performed in clinical analysis laboratories accredited by the Health Authorities.**

**Food intolerance tests and genetics determinations are excluded.**

#### **2.5.2. Pathological anatomy**

Only cytopathology is included.

#### **2.5.3. Nuclear medicine**

Bone and thyroid scan and I-131 tracer are included.

#### **2.5.4. Clinical neurophysiology**

Electroencephalograms, electromyograms and evoked potentials are included.

#### **2.5.5. Radiodiagnosis**

**Habitual techniques are covered, such as:**

- a) General radiology.
- b) Ultrasound scans.
- c) Bone densitometry.
- d) CAT (Computerized axial tomography). **CT coronary angiography is excluded.**
- e) NMR (Nuclear magnetic resonance imaging) with the limits and conditions established in the Policy. **Multiparametric magnetic resonance is excluded, as well as sedation for the performance of any magnetic resonance study.**
- f) Mammography.
- g) One (1) high resolution ultrasound scan per pregnancy (3D/4D).

#### **2.6. Special treatments**

- a) 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.

**Shock-wave lithotripsy of the muscle and bone structure is included when it is 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.**

- b) Phoniatriy and speech therapy.** Sessions given by a legally qualified phoniatriy and/or speech therapist are covered for organic pathology of the larynx, larynx post-surgery and after an acute stroke, on doctor's order and in accordance with the limits set out in the Policy.

**Speech therapy treatment is excluded if it is not to re-establish speech capacity or if:**

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

#### **2.7. Cover for maternity and new-born infants.**

This benefit covers the consultations and diagnostic tests detailed in section 2.4.16. and carried out in the consultation room as part of the monitoring of the pregnancy.

##### **2.7.1. Obstetrics**

Consultation, obstetric ultrasound, obstetric Doppler ultrasound and high-resolution ultrasound scan at 20 weeks' gestation are included.

##### **2.7.2. 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. 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.

## 2.9. Other healthcare services

### 2.9.1. Podiatry

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

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

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

### 2.9.3. Clinical psychology

Individual and temporary psychological attention is covered for the treatment of pathologies capable of psychological intervention, in **accordance with the limits and conditions set out in the Policy**. Simple psychological diagnosis and psychometric tests are included (**the forms are excluded and shall be for the account of the Insured**).

**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.

**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, neurologist, oncologist, general practitioner/family doctor or pediatrician, (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).**

### 2.9.4. 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) **Cardiology.** This includes consultations, transthoracic echocardiograms, conventional Holter and echo-Doppler. **Coronary calcium scan is expressly excluded.**
- b) **Gynaecology.** An annual gynaecological revision is covered for the early diagnosis of illnesses in the breast and the neck of the womb. Consultation, gynaecological ultrasound and cytology sample collection are included.
- c) **Paediatrics.** Regular consultations and examination of the child's development are included, as well as health checks for the New-born Infant, as long as they are not hospitalised.

## 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. Clinical neurophysiology

The following tests: electroencephalograms, electromyograms and evoked potentials, have a **Waiting Period of three (3) months** from the start date of the period of coverage.

### 3.2. Nuclear medicine

The following tests: electroencephalograms, electromyograms and evoked potentials, have a **Waiting Period of three (3) months** from the start date of the coverage period.

### 3.3. Radiodiagnosis

The following tests: conventional CT (computerised axial tomography), NMR (magnetic resonance imaging) and high-resolution ultrasound for pregnancy, have a **Waiting Period of three (3) months** from the start date of the coverage period.

The remaining diagnostic tests (general radiology, densitometry, ultrasound and mammography) do not have a Waiting Period.

### 3.4. Cardiology tests

The following test: conventional holter monitor has a **Waiting Period of three (3) months** from the date of commencement of the period of cover.

The remaining diagnostic tests (echocardiogram and echo-Doppler) do not have a Waiting Period.

### 3.5. Preparation for childbirth

There is a **three (3) month Waiting Period**.

### 3.6. Physiotherapy and rehabilitation

There is a **three (3) month Waiting Period**.

### 3.7. Phoniarty and speech therapy

There is a **three (3) month Waiting Period**.

## 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) Any type of medical assistance that requires admission to a hospital and/or day case admission and/or ambulatory care and/or operating room use, with the exceptions stated for each area. Coverage excludes the following: inpatient specialist referrals.
- b) Any type of Surgery, therapy, or Surgery-related medical assistance, including surgery- or treatment-specific components (e.g. prostheses, implants, materials, drugs, orthopedic supplies, etc.).
- c) Cost of medical transportation services, including travel costs.
- d) Diagnostic study and treatment of erectile dysfunction.
- e) Medical assistance delivered at public health facilities or facilities that are part of the National Health System, including the Autonomous Communities, that have no arrangements with Insurer.
- f) Vaccines of any kind.
- g) Fertility and infertility treatments of any kind.
- h) Damage or Claims that, in view of their magnitude and severity, are classified as catastrophic or a national calamity.
- i) 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.
- j) Natural phenomena such as flooding, earthquakes, volcanic eruptions, atypical cyclonic storms, falling sidereal bodies and meteorites.
- k) Those derived from nuclear energy.
- l) Epidemics officially declared as such.
- m) **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.
- n) **Claims relating to all kinds of Congenital Illnesses.**
- o) **General medical examinations, check-ups and any visit, treatment or test classified as Preventive Medicine,** except those mentioned in article 2.9.4.
- p) 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.
- q) 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.
- r) Genetic testing other than those expressly mentioned in the Specialties, except for testing intended to diagnose diseases in affected and symptomatic patients. The determination of the genetic map for predictive or preventive purposes is expressly excluded. Pharmacogenetic studies are excluded, except those expressly mentioned, as well as treatments using gene therapy (including, but not limited to, CAR T-cell therapy).
- s) **Pharmaceutical products,** except for those specifically covered by the Policy. **Vaccines of all kinds.**
- t) 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.

Cover will be also excluded for diagnostic and therapeutic consultations and procedures of holistic, integrative and anti-aging medicine, as well as sports medicine.

- u) Attempted suicide or voluntary mutilation, and Accidents deliberately caused by the insured, as well as euthanasia.
- v) 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.
- w) For those Insured parties covered by the benefits of the Social Security regime, Healthcare Assistance provided at Social Security centres or centres included in the National Health System, including the Spanish Regions, that do not have agreements in place with the Insurer.
- x) 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.

- y) 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.

These general terms and conditions are available on Cigna Healthcare Spain website ([www.cignasalud.es](http://www.cignasalud.es)).

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. Collaboration in 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 must 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 11th, 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:
- i. In writing, to the Incidents Department of Cigna Healthcare 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**
  - ii. 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](http://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, S.A./N.V., Sucursal en España**, in its capacity as controller, will process the personal data of applicants, policyholders, members, and/or beneficiaries (collectively, the "Data Subjects") for the following main purposes:

- Handling insurance application forms and/or insurance contracts, including managing policies, processing refunds, and providing customer service, on the following basis: contract performance.
- Ensuring compliance with legal obligations, such as those relating to the prevention of money laundering, or requirements from the authorities, on the following basis: compliance with legal obligations
- Preventing and investigating fraud, on the following basis: Cigna's legitimate interest to protect its insurance activity.

The purposes above are the main purposes for which data will be processed, without prejudice to such other purposes as may be described in the Personal Data Protection Schedule attached to the Policy or our Privacy Notice.

Data may be collected directly from Data Subjects or through authorized third parties (such as brokers; employers, in the case of collective Policies; or healthcare professionals).

Cigna may share the personal data of Data Subjects with authorized third parties, and process data in countries within and outside the European Economic Area. In the event of transfers of data, an adequate level of protection will be ensured by using adequacy decisions or implementing adequate safeguards, such as standard contractual clauses in accordance with the applicable regulation.

Data Subjects may exercise their right of access, as well as their rights to rectification, to erasure, to object, to restriction of processing, to data portability, and to request further information about how their data are being processed, by sending a request in writing to: CGHB-EU-Privacy@cigna.com.

For more information, please read the Personal Data Protection Schedule attached to the Policy or access our Privacy Notice on our website: <https://www.cignasalud.es/en/privacy-policy-and-data-protection>

## 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.

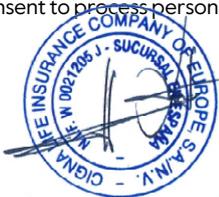
## Article 9. Express Acceptance Acknowledgement of Receipt of Information

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 11th, 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

Director General  
Cigna Life Insurance Company of  
Europe, SA/NV, Sucursal en España.

# Rider.

## Assistance when travelling abroad

The following additional covers and guarantees shall be provided by the insurance company IRIS GLOBAL Soluciones de Protección de Seguros y Reaseguros, S.A., with its registered office at Julián Camarillo 36, 28037 Madrid, and Tax ID No. A-78562246, and registered with the Directorate-General for Insurance and Pension Funds under number C0627.

The coverage for Travel Assistance Abroad is provided independently from the rest of the coverage, and the continuity of its provision is only applicable if it is established in the general coverage.

### Definitions

For the purposes of the present Rider on Assistance While Travelling Abroad, the following definitions shall apply:

- › **member's family home.** Place of residence in Spain. For the purposes of the benefits established in each cover and the limits of compensation described therein, the member's home is his or her habitual residence in Spain, so every reference to Spain shall be deemed to be a reference to the country of origin of the member and the word "abroad" shall refer to any other country.
- › **Luggage.** Objects for personal use that the member carries during the trip, as well as those sent by any means of transport.
- › **Relatives.** Only spouses, partners, children, parents, grandchildren, grandparents, siblings, parents-in-law, sons-in-law, daughters-in-law, brothers-in-law and sisters-in-law of the member shall be considered to be relatives, except as otherwise specified in each Cover. Likewise, the member's legal guardian shall be considered to be a relative.
- › **Partner.** Spouse or life partner registered as such in an official Register, whether local, regional or national, as well as any other similar domestic situation duly accredited.
- › **Habitual residence.** Place where the member's main home is located. In case of doubt, it shall be the habitual residence recorded in the Municipal Register.
- › **Trip abroad.** Any trip and consequent stay by the member parties outside the country where they have their habitual residence and/or domicile.

### Conditions

Healthcare Assistance is covered during temporary travel outside Spanish territory **for periods of less than 90 consecutive days**, on the terms and conditions detailed in the regulation of the Travel Assistance Guarantee. In order to receive this Assistance, a telephone call must first be made to the telephone number indicated for the purpose by the Insurer.

The terms and conditions covered under the guarantee for "Assistance While Travelling Abroad" during temporary trips abroad for periods of less than 90 consecutive days are as follows:

### Stipulation one: guarantees covered

#### A) Travel medical assistance guarantees:

##### › Guarantee one: medical, pharmaceutical or hospital expenses abroad

The Insurer assumes the expenses and medical fees for Consultations or treatment of the member, including surgical and pharmaceutical expenses, in the event of Illness or Accident covered by the Policy, provided that the Company's agreement has been requested in advance in accordance with the provisions contained in the steps to be followed in the event of a Claim (Stipulation FIVE).

Should the Physician of the Insurer, or of the Reinsurer, if any, covering this benefit, by agreement with the Physician attending the member, determine the need for the member to be hospitalized, the Insurer will take charge of the expenses for the member's transportation to the Hospital, the stay thereat and the healthcare services necessary to cure the member, including pharmaceutical expenses **up to the limit of 20,000 euros per Claim and member.**

› **Guarantee two: emergency dental expenses while abroad**

In the case of a trip abroad, the Insurer will take charge of treatment expenses as a consequence of the onset of acute dental problems such as infections, toothache, broken teeth, filling falling out, etc. **requiring emergency treatment, up to the limit of 300 euros per Claim and member.**

› **Guarantee three: transport by ambulance or medical repatriation**

The Insurer will proceed with transport to a Hospital in Spain or to your home, if possible, providing medical or healthcare attention where necessary, for any member who has suffered an Accident or Serious Illness requiring life-saving care, and provided that this is so decided by the Insurer's medical services in collaboration with the Physician treating the member, when the member is unable to continue the journey by his or her own unaided efforts.

Transportation by ambulance will be effected in the most suitable means having regard for the state of the patient or accident victim, as well as for the other considerations of a healthcare nature and the availability of resources. **In any case, an air ambulance will only be used in Europe and countries bordering the Mediterranean.**

In the event of benign conditions or minor injuries that do not require medical repatriation, the Insurer will take charge of the member's transportation in a vehicle or ambulance to the place at which the necessary healthcare can be provided.

› **Guarantee four: sending a specialist**

If the severity of the member's condition does not allow for transportation by ambulance to Spain as provided for in the preceding cover, and if the Healthcare Assistance that can be provided locally is considered not to be sufficiently suitable in the opinion of the Insurer's medical services, the Insurer will send a Specialist to the place where the member is located to provide healthcare attention until such time as medical repatriation can proceed.

› **Guarantee five: sending of medicinal substances**

The Insurer will send medicinal substances of vital interest for the treatment of the Lesions or Serious Illness occurring during the trip abroad where these cannot be obtained at the place where the member, patient or accident victim is located. Where the Insurer assumes the medical expenses in accordance with and applying Guarantee One, these expenses shall extend to the cost of the medicinal substances; otherwise, the member will only be liable for the price paid by the Insurer for the acquisition of the medicinal substance in question.

› **Guarantee six: remote medical consultation or advice**

Should the member require medical information during the journey and this cannot be obtained locally, it may be requested from the Insurer by telephone. The Insurer will provide the information requested through its assistance call centres, without assuming any liability for the said information, in view of the impossibility of giving a diagnosis telephonically.

› **Guarantee seven: administrative steps for hospitalization**

The Insurer will collaborate in the handling of any and all administrative steps needed to be taken to formalize the member's admission to the Hospital, following a request to the assistance call centre.

› **Guarantee eight: expenses for the return of persons accompanying the member**

Where the member is hospitalized or transported, because of an Accident or Serious Illness covered by the Policy, and had been travelling with his spouse or Life Partner or direct relatives in the first degree who are unable to continue their trip using the means of transport they had been using, the Insurer will organize and assume the cost of their transportation to the place of origin or their destination, at the choice of the persons accompanying the member, using a public means of collective transport, **provided that the cost of transporting them to their destination does not exceed the cost of returning home.**

› **Guarantee nine: return of minors**

If the member were travelling in the company of children under 18 years of age and these are left without Healthcare Assistance due to an Accident, Illness or the transportation of the person covered by the Policy, making it impossible for them to continue their journey, the Insurer will organize and assume the cost of their return to the family home in Spain, paying the travel expenses of a relative or friend designated by the member to accompany them on their return, if necessary.

If the member is unable to designate anyone, the Insurer will provide a travelling companion.

In any case, the transportation of the minors and their travel companion will take place in the most suitable public means of collective transport having regard for the circumstances of the case.

› **Guarantee ten: early return**

If the member has to interrupt the planned trip due to the death of a spouse or life partner, parents or offspring in the first degree of consanguinity or affinity of any of the member parties, the Insurer will provide a return ticket by rail (first class), air (tourist class) or in the most suitable public means of collective transport in order to reach the place of the deceased relative's place of burial in Spain.

This guarantee extends exceptionally to cases of serious material damage to the family home in Spain.

› **Guarantee eleven: transportation or repatriation of mortal remains**

If the death of the member occurs during a trip covered by the Policy, the Insurer will take charge of the necessary steps and expenses for the transportation of his or her mortal remains to the place of their burial in Spain.

› **Guarantee twelve: person accompanying mortal remains**

If there is no-one to accompany the mortal remains of the deceased member during their transportation, the Insurer will provide the person domiciled in Spain designated by the relatives with a return ticket by rail (first class), air (tourist class) or in the most suitable public means of collective transport in order to accompany the corpse.

› **Guarantee thirteen: expenses of the person accompanying the mortal remains**

If the preceding cover comes into effect, and if the person accompanying the remains must stay at the place where the demise occurred due to steps related to the transportation of the member's mortal remains, the Insurer will take charge of the board and lodgings expenses **up to 60.10 euros per day with a maximum of three (3) days.**

› **Guarantee fourteen: return of the persons accompanying the deceased**

If the deceased member had been travelling in the company of his or her partner or relatives, the Insurer will organize and assume the cost of their return travel in the most suitable public means of collective transport to the family home, provided that they could not continue their journey in the means of locomotion they had been using.

› **Guarantee fifteen: procedural bonds and expenses**

The Insurer will advance to the member, following receipt of a formal guarantee to proceed with the refund of the amounts loaned within the term of sixty (60) days, the amount corresponding to expenses for the legal defence of the member, 601.01 euros, as well as the amount of any criminal bonds the member may be obliged to establish as a consequence of judicial proceedings followed on account of an traffic accident occurring outside the country of habitual residence and/or domicile of the member, **up to a maximum of 6,010.12 euros.**

› **Guarantee sixteen: travel information service**

The Insurer will furnish the member with basic information by telephone about the issue of passports, visas required, recommended or obligatory vaccinations, currency exchange rates, Spanish consulates and embassies around the world and, in general, useful information for travellers, both prior to the start of a journey or after it has begun.

› **Guarantee seventeen: healthcare information service**

With the prior authorization from the member, the Insurer will make available to the member's relatives its network of assistance call centres to facilitate any and all information that may be necessary regarding all the Healthcare Assistance operations and help provided.

› **Guarantee eighteen: transmission of urgent messages**

The Insurer will make available to the member its network of assistance call centres to transmit any and all urgent messages as may be necessary as a result of the application of the cover and cannot be sent by the member in any other way.

› **Guarantee nineteen: sending items forgotten during the trip**

Should the member have forgotten any item of luggage or personal objects during the trip, the Insurer will organize and assume the sending of the same to the member's domicile in Spain, **up to a maximum of 120.20 euros.**

This guarantee shall also extend to those objects that may have been stolen during the trip and are later recovered.

› **Guarantee twenty: return expenses on hospital discharge**

The Insurer will take charge of the member's return expenses when, as a consequence of an accident or illness covered by the policy, he or she has been hospitalized and discharged but, in consequence, has been unable to use the return ticket to Spain due to the impossibility of arriving at the corresponding means of transport at the time and date indicated on the return ticket.

**The limit for this guarantee is set at 900 euros.**

› **Guarantee twenty-one: cash delivery while abroad**

If the member is deprived of cash as a result of an illness or accident during a trip abroad, the Insurer, upon receipt of pertinent evidence, **will only take charge of the arrangement and costs of sending cash up to a limit of €3000, provided that it is operationally viable.**

**The amount sent to the member must be repaid to the Insurer within a maximum period of thirty (30) days.**

› **Guarantee twenty-two: transportation expenses of the person accompanying the member**

In case the hospitalization of the member, caused by an accident or illness covered by the policy, is for more than three nights, the Insurer will provide the person designated by the member with a return ticket by rail (first class), air (tourist class) or in the public means of collective transport the Insurer deems most suitable in order to accompany the member while in hospital.

› **Guarantee twenty-three : board and lodging expenses of the person accompanying the member while in hospital.**

In case the hospitalization of the member, caused by an accident or illness covered by the policy, is for more than three nights, the Insurer shall bear the board and lodging expenses for the person designated by the member at the city where the latter is hospitalized, **up to a limit of €100 per day with a maximum of 10 days.** This cover also applies even when such person was travelling with the member.

› **Guarantee twenty-four: extended stay.**

If the member falls ill or suffers an accident while travelling abroad and he or she cannot return on the planned date, the Reinsurer, upon the decision of its medical network based on their contact with the physician attending the member, shall bear those expenses that were not foreseen initially by the member and incurred due to the extension of the hotel stay, board and lodging **up to a limit of €100 per day with a maximum of 10 days.**

## Stipulation two: exclusions

### A) Exclusions applicable to guarantees in the event of lesion or illness

The following are excluded from the Policy:

- a) **Pre-existing and/or Congenital Illnesses, chronic conditions or those under medical treatment prior to the start of the trip abroad.**
- b) **General medical examinations, check-ups and any visit or treatment classified as Preventive Medicine, in accordance with generally accepted medical criteria.**
- c) **Trips intended for the purpose of receiving medical treatment.**
- d) **The diagnosis, monitoring and treatment of pregnancy, its voluntary interruption, and deliveries.**
- e) **Suicide, attempted suicide or self-inflicted wounds of the member.**
- f) **The consumption of alcoholic beverages, drugs or medicinal substances, unless the latter have been prescribed by a Physician.**
- g) **The treatment, diagnosis and rehabilitation of mental illnesses or nervous disorders.**
- h) **Sexually transmitted diseases and subsequent illnesses.**
- i) **The acquisition, implantation, replacement, extraction and/or repair of prostheses of all kinds, such as pacemakers, anatomical, orthopaedic or odontological parts, spectacles, lenses, apparatus for the hard of hearing, crutches, etc.**
- j) **Dental, ophthalmological or otorhinolaryngological treatments, except in emergency scenarios.**
- k) **Special treatments, experimental surgery, plastic or restorative surgery and other forms of surgery not recognized by Western medical science.**
- l) **Any medical expense incurred in Spain, even though it may correspond to a treatment prescribed or begun abroad.**

### B) Exclusions applicable to guarantees in the event of death

The following are excluded from the Policy:

- a) **Claims occurring as a consequence of the member's suicide.**
- b) **Burial and ceremonial expenses, as well as the cost of the coffin in the guarantee for transportation or repatriation of mortal remains.**

### C) Exclusions generally applicable to all guarantees

The following are excluded from the Policy:

- a) **Benefits not notified to the Insurer in advance and those for which the latter's agreement has not been obtained**, except in duly accredited scenarios of material impossibility.
- b) **The professional practice of any sport, and the practice as an amateur of winter sports, competitive sports and flagrantly dangerous or high-risk activities.**
- c) **Journeys lasting for 90 consecutive days or more.**
- d) **The involvement of any official emergency rescue institution or the cost of its services.**
- e) **The rescue of persons in mountains, chasms, seas, jungles or deserts.**
- f) **Fraudulent acts on the part of the Policyholder, the member, the Beneficiary or their relatives.**
- g) **Risks derived from the use of nuclear energy.**
- h) **Extraordinary risks such as war, terrorism, popular uprisings, strikes, natural phenomena and any other catastrophic phenomenon or events that, in view of their magnitude and severity, are classified as a catastrophe or national calamity.**

### Stipulation three: limits of the guarantees

The maximum limits of the guarantees in the cover of Assistance While Travelling Abroad shall be those specified for each guarantee. For those guarantees indicated as included and for which no quantitative limit is shown, the maximum limit of the same will be the effective cost of the provision of the service covered by the Insurer. In any case, all limits in this Rider are per Claim and member.

### Stipulation four: territorial scope

Cover shall be applicable in any country in the world, excluding Spain.

### Stipulation five: processing of claims (travel assistance)

To request any of the Contracted Medical Services under this Rider, it will suffice to place a telephone call to the following telephone number: +34 91 572 44 06 or 900 501 278 (for consultations only from Spain). This alert service operates 24 hours a day.

### Stipulation six: data processing and protection

IRIS GLOBAL Soluciones de Protección Seguros y Reaseguros, S.A., shall process data related to the member 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 send a notification to the following address:

#### Data controller

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

Calle Julián Camarillo, 36

28037 MADRID (SPAIN)

[proteccion.datos@mail.irisglobal.es](mailto:proteccion.datos@mail.irisglobal.es)



Parque Empresarial La Finca  
Paseo del Club Deportivo, 1, Edificio 14. Planta Primera  
28223 Pozuelo de Alarcón (Madrid)

  
cigna.es