



## Terms and Conditions

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The contractual validity and effect of these Terms and Conditions is bound under all circumstances to the policy which the Policyholder has taken out, having no contractual validity or effect as a separate document.

Document with no contractual validity

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## Description of the covers taken out

### Definitions

For the purposes of this Contract, it will be understood that:

**Insurance company:** AXA Seguros Generales S.A. de Seguros y Reaseguros.

**Policyholder:** the natural or legal person who takes out the insurance policy with AXA.

**Insured:** the person who will be given medical assistance.

**Beneficiary:** the Insured or Policyholder who must receive any applicable reimbursement for expenses.

**Legal guardian:** the person responsible for caring for a minor or legally incapacitated person (in the absence of the parents or without being under their parental authority) and their property, meaning that they perform the duties of guardianship.

**Legal representative:** the person who by law acts on behalf of another individual or legal entity.

**Accident:** physical injury due to a violent, unexpected, external cause beyond the Insured's control.

**Medical act:** all assistance provided by the same doctor or health team in a consultation.

**Out-of-hospital treatment:** care provided in a medical practitioner's consulting room.

**Waiting period:** the period of time (counting from the effective date of the Insurance or the inclusion of a new Insured or new coverage that it affects) during which any of the Policy covers is invalid.

**Major outpatient surgery:** surgical procedure with general, regional, local or sedation anaesthesia that does not require the patient's hospitalisation or extensive postoperative care, possibly discharging them within a few hours.

**Minor outpatient surgery:** low complexity surgical, therapeutic or diagnostic procedures that are minimally invasive, use local anaesthesia, do not involve postoperative care and do not require hospitalisation.

**Robotic surgery:** surgical procedure directed by a surgeon and performed by a robot guided by computer software which makes use of virtual reality, a 3D image browser or a telerobotic scopic system

**Consultation or visit:** in-person medical to obtain a diagnosis or a prognosis and prescribe treatment, which may or may not involve a physical examination or other additional tests.

**Domicile:** the usual address is considered for this contract.

**Actuarial age:** the Insured's age on their birthday (even if it has not been reached) nearest the Policy's effective date or renewal.

**Illness or injury:** any change in health status diagnosed and confirmed by a legally recognised doctor and requiring medical assistance.

**Congenital disease:** any change in health status with which one is born, due to having contracted it in the mother's womb or because it is hereditary.

**Pre-existing illness or health condition:** a health situation clearly originating before the Insurance was contracted or registered, whose diagnosis, symptoms and/or signs are known to the Insured or their Guardian (in cases of minors or legally incapacitated people) when signing the Health Questionnaire, even when there has been no medical diagnosis.

**Nurse:** university graduate in Nursing who is legally trained and authorised to practice nursing as a career.

**Specialist or physician:** graduate or holder of a PhD in Medicine, legally trained and authorised to practice medicine in their specialty.

**Cytostatic drug:** intravenous drug used in oncological chemotherapy that can stop the development of cancer by acting directly on the DNA and cell mitosis of both healthy and tumour cells in a way that inhibits their normal cell multiplication. Included in this therapeutic subgroup, based on their mechanism of action, are: alkylating agents, antimetabolites, plant alkaloids and other natural products, cytotoxic antibiotics, platinum compounds and methyl-hydrazides

**Physiotherapist:** university graduate in Physiotherapy, legally trained and authorised to treat certain diseases with non-pharmacological rehabilitation therapies (physiotherapy).

**Exemption:** amount of medical and/or hospital expenses not covered by the insurance that, in accordance with the provisions of the corresponding covers, are paid by the Policyholder or Insured to the medical and welfare provider.

**Hospital or clinic:** any establishment legally authorised to treat illnesses, injuries or accidents that is provided with a permanent medical presence and has the means necessary to conduct diagnoses and perform surgical operations. For the purposes of this Policy, hotels, nursing homes, rest homes, spas, centres for the care of the chronically ill and for rehabilitation or for the treatment of alcoholism or drug addiction are not considered Hospitals.

**Outpatient hospitalisation:** stay in a medical and surgical Hospital unit to receive specific treatment or after an anaesthetic act, without spending the night in the Hospital and potentially eating a main meal in said Hospital unit.

**Hospitalisation:** an overnight stay in a hospital or clinic.

**Hospitalisation in Special Units:** hospitalisation that requires a specific endowment of nursing and medical staff, as well as special technical means, and that are clearly distinct from general hospitalisation. They are generally intended for high-risk patients, both due to their illness and the risk they may pose to other hospitalised patients. This includes intensive care units (ICUs), isolation units (infectious units or units for the administration of radioactive isotopes) and others.

**Hospitalisation for social reasons:** admission that has passed the acute phase of the disease but continues to require healthcare under a system other than hospitalisation. Examples of these admissions are for chronic conditions, rehabilitation, pathologies associated with ageing or functional deterioration.

**Surgical intervention:** a healthcare procedure performed for diagnostic or therapeutic purposes by means of an incision or other intervention method by an accredited surgeon or surgical team. It normally requires the use of an operating theatre or a specific room in an authorised healthcare centre.

**Osteosynthesis material:** components or other elements used exclusively to join ends of fractured bones or joint ends.

**Regenerative medicine:** branch of medicine specialised in tissue, cellular or molecular regeneration techniques, including stem cell implants or transplants and tissue engineering.

**Means of diagnosis and treatment with advanced medical technology:** those of high complexity because they involve technological developments either from biomedicine, biotechnology, robotics, computer science and advanced electronics; and whose effectiveness and indications are endorsed by the Health Technology Assessment Agencies, connected to the Ministry of Health or the Autonomous Communities.

**Policy:** the set of documents that makes up this insurance contract, consisting of:

- The Health Questionnaire is the form of questions administered by AXA Seguros Generales on paper or via telephone by which the Policyholder and/or Insured provides a description of the risk to be insured and the circumstances known to them that could influence their assessment. There are two types of Health Questionnaire: telephone and paper. For the **purposes of this policy**, Health Questionnaire will be understood as one carried out in any of the aforementioned formats.
- General Conditions: set of clauses that regulate the policy's object and content, risks, covers and benefits.
- Particular Conditions: set of clauses that collect the data that individualise them and the clauses that the contracting parties wish to include.

**Non-smoker:** for the purposes of this policy, a person is considered a non-smoker if he or she has not used tobacco in any way in the last 24 months and has no intention of doing so in the future.

**Participation in expenses:** amount or percentage expressly agreed in the particular conditions of the contract, at the expense of the Insured, in the cost of certain health services.

**Prevention:** set of actions aimed at eradicating, eliminating or minimising the impact of disease and disability (definition of the World Health Organisation):

- Primary prevention: actions aimed at avoiding the appearance of a health problem (e.g. vaccination, control of risk factors, promotion of healthy habits or treatments prior to the onset of certain illnesses).

- Secondary prevention: actions aimed at stopping or delaying the progress of an established health problem (e.g. early diagnosis programmes).
- Tertiary prevention: actions aimed at treating and recovering from a disease to avoid complications.

**Premium:** the price of the insurance, according to the actuarial age of each Insured. It includes the legally applicable surcharges and taxes. The insurance Policyholder must pay it.

**Care process:** the set of activities performed by health care providers whose aim is to increase the level of health. According to their nature, they are divided into the following categories:

- Medical care process, which includes visits and other non-invasive in-person procedures.
- Surgical care process, which includes surgical interventions and all related costs.

**Prosthesis or implant:** a substitute of any nature that is implanted **by means of a special operative technique and that remains after the surgical procedure** temporarily or permanently to supply a tissue, organ, organic fluid, member or part of any of these or to complement its function. **External medical devices (orthopaedic material or orthosis), such as corsets or crutches, lack this consideration.**

**Loss:** any event whose consequences are included in one of the policy covers.

**Life emergency:** any need of medical assistance that, if not provided immediately (delay of the care or treatment of up to 6 hours), endangers the life of the Insured or leads to severe disability due to irreparable damage to their physical integrity.

## Insured people

The covers of this Insurance Contract may be obtained by all individuals for whom they are established, provided that the conditions of insurability stipulated by AXA Seguros Generales are met.

All Insured who live in the same domicile may be included in the same policy. When an Insured person ceases to live at the address, they will be admitted to another policy, provided that they notify AXA in advance of the date of change of address, respecting the rights acquired in the previous policy and adapting the Contract to the new situation.

**Inclusion of newborn children in the contract.** The Policyholder will have the right to include newborn children in the policy, as long as the following circumstances concur:

- That one of the parents is insured more than eight (8) months prior to the date that the contract is signed.
- That the Policyholder/Insured notifies AXA of their wish to include the newborn within 30 days following the date of birth.
- That the delivery has taken place in an authorised medical centre. It is understood that this circumstance does not occur when the delivery has taken place by alternative means, in water or at home. In case of doubt about the place of birth, AXA is entitled to request a certificate establishing the health centre where the birth took place.

When these three circumstances occur, AXA Seguros Generales must accept the inclusion of the newborn in the policy without the application of waiting periods or the exclusion of congenital diseases. In this case, the effective date of registration of the newborn in the policy will be the first day of the month following the date of birth. However, if the request for registration of the newborn takes place within the established period, its coverage during the 30 days following the birth will be assumed by AXA under the conditions agreed in the policy signed by one of the parents, provided that the aforementioned conditions are met.

If any of the circumstances outlined above does not occur, the inclusion of the newborn child will be subject to the contracting rules and waiting periods provided for in this contract. In addition, **medical assistance, complementary tests and diagnostic tests related to diseases and/or congenital malformations, whose symptoms appear during the first annuity contracted from the inclusion of the new Insured in the policy, even when there are no clinical manifestations in the policy at the time of inclusion, will be excluded.**

**Inclusion in the contract of adopted children.** The Policyholder will have the right to include adopted children in the policy, as long as the following circumstances concur:

- That one of the parents is insured more than eight (8) months prior to the date that the contract is signed.
- That the Policyholder notify AXA of their wish to include the adopted child within 30 days of the date of their registration in the Civil Registry. In this case, the effective date of the discharge of the adopted child in the policy will be the first day (1) of the month following their registration in the Civil Registry.

When the two previous circumstances concur, AXA must accept the inclusion of the adopted child in the policy without the application of waiting periods or the exclusion of pre-existing or congenital diseases. In this case, the effective date of registration of the policy will be the first day (1) of the month following their registration in the Civil Registry. However, if the request for registration of the adopted child takes place in the established period, its coverage during the 30 days following their registration will be assumed by AXA under the conditions agreed in the policy signed by one of the parents, provided that the aforementioned conditions concur.

If any of the circumstances outlined above does not occur, the inclusion of the adopted child will be subject to the contracting rules and waiting periods provided for in this contract. In addition, **medical and/or surgical assistance, complementary tests and diagnostic tests related to diseases and/or congenital malformations whose symptoms appear during the first annuity contracted from the inclusion of the new Insured in the policy will be excluded, even when there are no clinical manifestations in the policy at the time of inclusion.**

#### Causes for termination:

1. Death.
2. The transfer of the Insured's habitual residence abroad or their non-residence in Spain for a minimum of six months in the insurance annuity.
3. When some of the circumstances indicated in point 2 of Termination and indisputability of the contract in the General Dispositions of these General Conditions concur.

#### AXA Seguros Generales Card

AXA will send the Policyholder an Identification Card for each Insured person in the policy or provisional document. The medical team is published on the AXA Seguros Generales website, in which the Permanent Emergency Centres and the addresses and consultation hours of the concerted physicians are listed.

The card is for personal use and non-transferable, so any document proving the identity of its holder may be requested. Its use is subject to the General and Particular Conditions of the insurance.

#### Benefits, risks and insured covers

The purpose of this policy is to provide the Insured with the necessary medical and/or surgical assistance necessary for all kinds of illnesses or injuries in accordance with the covers and within the limits agreed in the Particular Conditions of the policy.

In any case, AXA Seguros Generales recognises the need for urgent assistance during an accident.

**No cash compensation may be awarded in substitution for services provided by professionals from the Medical Team or in Centres arranged by AXA Seguros Generales, except for reimbursement for fillings in dental coverage if it has been taken out.**

#### Benefits, risks and covers insured by the Medical Team

The Insured has freedom of choice of doctor and centre within the corresponding Medical Team according to the type of insurance taken out.

In accordance with the Particular Conditions and for the Insured determined therein, AXA Seguros Generales' arranged Medical Team includes the following risks, benefits and covers:

1. General medicine
2. Paediatrics and childcare
3. Nursing Service, on prescription from a medical practitioner

**4. Primary Care and Home Nursing Emergency Service:** via prior assessment of the AXA Seguros Generales emergency service and only at the address indicated in the Particular Conditions, provided that AXA Seguros Generales has arranged home services in the Insured's town of residence and when the illness prevents them from going to the doctor's office or medical assistant.

**5. 24-hour emergency centre**

**6. The following medical and surgical specialties:**

- Allergology and Immunology, **except vaccines and extracts.**
- Angiology and peripheral vascular surgery. Operations on varicose veins via CHIVA technique is included.
- Digestive system, including digestive endoscopy.
- Cardiology, including haemodynamics and diagnostic cardiology tests.
- Cardiovascular surgery.
- General surgery and digestive system, including coloproctology. This includes laparoscopic surgery in operations in which its effectiveness has been demonstrated and consolidated. Laser surgical operations in coloproctology are included.
- Oral and maxillofacial surgery.  
This cover includes consultations, study and non-dental maxillofacial surgeries and wisdom teeth extractions. **Not included maxillofacial surgery are those derived from dental pathology, nor covers included in the dentistry section, as well as functional oral treatments and operations, such as orthognathic, pre-prosthetic and pre-implant surgery, for which reason they lack coverage.**
- Paediatric surgery.
- Plastic and reconstructive surgery. **Only what is necessary to eliminate the consequences of an accident or a surgical operation, which are covered in this policy and suffered by the Insured during the term of the same. Purely cosmetic surgery, rejuvenation, detoxification and/or sleep cures, thermal and climatic cures, spa treatments, gymnastics and maintenance therapies are expressly excluded.**
- Thoracic surgery.
- Medical-surgical dermatology and venereology.  
**Skin treatments by laser (except pulsed light laser) and digitised epiluminescence microscopy or Mole Max are included, to a maximum of one examination per year and in accordance with the recommendations of the Spanish Society of Dermatology. Photodynamic therapy is excluded.**
- Endocrinology.
- Geriatrics.
- Gynaecology: includes an annual gynaecological check-up that includes the visit and report, cytology, colposcopy and breast exploration. Additionally and in the opinion of the professional, an ultrasound and/or mammogram may be performed. Tubal ligation and IUD implantation are included, the cost of the device being paid by the Insured. Surgical operations by laser (CO<sub>2</sub>, Erbium and diode) are included. Preventive mastectomy and/or oophorectomy are included exclusively in premenopausal insured women with breast and/or ovarian cancer who have mutations in the BRCA1 or BRCA2 gene or other hereditary diseases, such as Lynch or Cowden syndrome, whenever the medical prescription so advises. The cover also includes immediate breast reconstruction with prostheses.  
**Any other method or family planning therapy, tubal ligation reversal, non-spontaneous abortions even in legal cases, and sterility/infertility treatment are excluded.**
- Diagnostic tests for sterility and infertility, according to the recommendations of the Spanish Fertility Society. It includes baseline hormonal determinations, basic seminogram, bacteriological cultures of semen, ultrasound, hysterosalpingography and hysteroscopy.
- Haematology and haemotherapy. Bone marrow and haematopoietic stem cell transplantation is included.
- Internal medicine.
- Nuclear medicine.
- Nephrology.
- Neonatology.
- Pulmonology-Respiratory system.
- Neurosurgery. This includes the surgical navigation assistance described in point 9 "Means of high-tech medical diagnosis and treatment".

- Clinical neurophysiology.
- Neurology.
- Odontostomatology. AXA Seguros Generales will be responsible for the visits, extractions, subsequent treatments and their material, conventional oral radiology and a cleaning of the mouth per year or when there is a medical prescription. Fillings, orthodontics, endodontics, periodontics, gingivectomies and any type of prosthesis or implants are expressly excluded, as well as complementary tests and the necessary expenses and/or those stemming from these treatments.
- Ophthalmology. Laser treatment for photocoagulation techniques for glaucoma, ischemic retinopathies, macular oedema and peripheral retinal tears is included, **excluding photodynamic therapy, antiangiogenic treatments in chronic and irreversible processes and refractive surgery.** Laser treatment is also included in cataract operations and in capsulotomies due to capsular opacification after these operations. Pleoptics and orthoptics exercises are included for strabismus correction treatments in children under 10 years of age. Corneal transplantation is included.
- Medical oncology.
- Radiation oncology.  
The coverage includes the Company's catalogue of benefits described in the section Services and means of technologically advanced diagnosis and treatment, **excluding Nanoknife radiosurgery, tomotherapy, proton therapy and radioembolisation with Ytrio 90 spheres.**
- Otorhinolaryngology. Laser and radiofrequency surgical **operations in turbinate, adenoid, tonsil and sinus** procedures are included in the accredited providers for these techniques. Spontaneous otoacoustic emissions in newborns are included.
- Psychiatry. **Any type of psychoneurological test, drug addiction treatment, alcoholism and other addictions and therapies, whether in group or individually, are expressly excluded.**
- Rheumatology.
- Traumatology and orthopaedic surgery. This incorporates arthroscopic surgery in operations where its effectiveness has been demonstrated and well established.
- Urology. Vasectomy operation is included. It uses laparoscopic surgery in operations in which its effectiveness has been demonstrated and well established.

**Treatments for erectile dysfunction, sterility/infertility and vasectomy reversal are expressly excluded.**

#### 7. Podiatry in office

This includes consultations with chiropodies and treatment of the incarnate nail and papilloma, **with ergodynamic studies (gait studies) being expressly excluded.**

#### 8. Services and means of diagnosis and treatment

This includes the usual diagnostic means recognised by the medical practice included in the Company's catalogue of benefits when the policy is signed. To carry it out, a prior medical prescription indicating the reason for the procedure is essential. **No study or diagnostic test related to research or scientific studies, nor tests derived from procedures in relation to aesthetics and anti-ageing are covered. Contrast media and radiopharmaceuticals are included in the cover.**

- Aerosol therapy, for diseases that require this treatment by medical prescription.  
**In all cases, the medications will be paid for by the Insured.**
- Digital arteriography.
- Bone densitometry.
- Dialysis and haemodialysis, **only for acute renal failure and with a limit of 10 sessions per year per Insured.**
- Scintigraphy.
- Digestive and bronchial endoscopy: diagnostic and therapeutic, sedation being covered if necessary. It includes the study of the bile ducts with contrast through endoscopic cholangiopancreatography (ERCP) and of the small intestine with capsule endoscopy.
- Ergometry and other cardiology diagnostic tests, like external Holter ECG, blood pressure and echocardiogram.
- Laboratory: clinical, pathological, biological, hormonal and genetic studies. **Tests for intestinal dysbiosis are excluded. Any genetic determination whose purpose is to know the predisposition of the Insured or their present or future descendants to suffer certain diseases related to genetic alterations, as well as pharmacogenetic studies and genetic maps of tumours (except those specifically included in these covers) are excluded. Genetic determinations are included whenever they are decisive to establish the treatment of an ongoing disease or are necessary to obtain a differential diagnosis according to the Agency for the Evaluation of Health Technologies and the Spanish Agency of Medicines and Health Products (AEMPS).**
- Extracorporeal lithotripsy by renal and biliary shock waves.

- Magnetotherapy.
- Home respiratory polygraphy.
- Radiology: X-ray diagnostic tests, ultrasound, mammography, interventional radiology and complementary examinations. Includes the 3D EOS® vertical diagnostic system, indicated in studies of the spine and only in providers that have this technology.
- Conventional nuclear magnetic resonance (NMR).
- Scanner - Conventional computerised axial tomography (CAT).

#### **9. Means of diagnosis and treatment with advanced medical technology**

**Access to these special means of diagnosis and treatment will be made exclusively in centres accredited by AXA Seguros Generales for these technologies.**

**No high-tech medium that is in the research phase and that has not replaced the existing technology will be covered.**

**These procedures will be authorised exclusively by providers accredited by AXA for the use of these technologies.**

- Radiofrequency ablation of liver and lung tumours (both primary and metastatic), provided that conventional surgery is contraindicated.
- Cardiac radiofrequency ablation: haemodynamic procedure indicated in the treatment of cardiac arrhythmias.
- Cardiac radiofrequency ablation guided by the Carto navigation system (3D): indicated for the treatment of cardiac arrhythmias such as paroxysmal atrial fibrillation (more than three episodes per year), persistent atrial fibrillation (resistant to drug treatment), atrial arrhythmias or ventricular diseases associated with congenital heart disease and complex atrial arrhythmias in which previous ablations have failed.
- Cardiac cryoablation: advanced technique for the treatment of paroxysmal atrial fibrillation in cases where the use of radiofrequency is contraindicated. Navigation systems are not necessary in this procedure.
- BRCA Plus Determination: a clinical diagnostic technique that analyses 18 DNA genes to detect the mutations most associated with breast or ovarian cancer. It covers exclusively for:
  - Women recently diagnosed with breast and/or ovarian cancer.
  - Women with 2 or more 2nd degree family members with breast and/or ovarian cancer (family accreditation is required)
  - Breast cancer in men.
- Digestive echoendoscopy (EUS): replaces surgical operations to evaluate submucosal lesions, identify cancer of the digestive and biliopancreatic tract (staging and extraluminal recurrences) and locate neuroendocrine tumours.
- Bronchial echoendoscopy (EBUS) indicated for the diagnosis and biopsy of oncological pathology of the lung and mediastinum, avoiding surgical access.
- Liver elastography (fibrosan) for the diagnosis of liver fibrosis in chronic liver disease, **excluding when related to excessive alcohol consumption.**
- Transcatheter Aortic Heart Valve Implantation (TAVI): a less invasive cardiac hemodynamic technique that avoids thoracotomy (open chest surgery). The costs for implantation are included, **the valve being paid by the Insured.**
- Urological laser: treatment of benign prostatic hyperplasia with green HPS, KTP or XPS laser of diode, holmium and thulium is included. The use of the surgical holmium laser is included in lithiasic endourological pathology and in prostate tumours.
- Endoscopic mucosectomy: endoscopic resection of lesions of the digestive tract, as an alternative to surgery in non-invasive lesions.
- Neurosurgery assisted by neuronavigators: included in operations for brain or spinal tumours and in brain operations with microsurgery.
- Positron Emission Tomography (PET) and Positron Emission Tomography (PET-CT) fused with computerised axial tomography, both with 18FDG, for oncological evaluation, according to the protocol of indications prepared by the Ministry of Health (technical sheet of the AEMPS).
- Choline PET for prostate cancer according to the protocol prepared by the Ministry of Health (AEMPS technical data sheet).
- Hospital polysomnography: indicated in cases of severe apnea accompanied by other associated morbidities, such as heart failure, neurological or rheumatic pathology or other sleep disorders, in which it is impossible to perform the examination at home.

- Genetic and molecular biology tests whenever they have an impact on the treatment of an ongoing disease. Coverage will be given exclusively to the Therapeutic Targets detailed below and always as a study prior to personalised oncological treatment according to the tumour type and stage, which are specified in the technical sheet of the drug and which are indicated and approved by the AEMPS:
  - FISH HER2: for treatment with HER2 inhibitors in advanced breast cancer and advanced stomach cancer.
  - EGFR: for treatment with EGFR inhibitors in lung cancer.
  - KRAS: for treatment with anti-EGFR monoclonal antibodies in advanced colon cancer.
  - C-Kit: for treatment with c-Kit inhibitors in intestinal stromal tumours (GIST).
- Radiotherapy: linear particle accelerator and radioactive isotope treatments endorsed by the Spanish Agency of Medicines and Health Products (AEMPS) stereotaxic radiosurgery, including Gamma Knife radiosurgery, IMRT intensity modulated radiation therapy, superficial and intracavitary brachytherapy and the treatment of prostate cancer with iodine or palladium seeds.
- Special NMR:
  - NMR angiography: non-invasive study (without introduction of a catheter) of blood vessel alterations at any location with contrast injection.
  - NMR cardiology: indicated in cases of angina or heart attack, as a stress test, and for the study of congenital heart disease.
  - NMR arthrography: NMR with intra-articular contrast injection for the diagnosis of bone, tendon and cartilaginous lesions not visualised in conventional NMR.
  - NMR cholangiography: for the oncological diagnosis and of lithiasis in the biliary and pancreatic ducts in patients without a gallbladder.
  - NMR enterography: indicated for the differential diagnosis of intestinal and obstructive inflammatory pathology evidenced by other examinations.
  - Functional brain and cardiac NMR (including medication to perform the cardiac test, if necessary).
  - Multiparametric NMR of the prostate with fusion biopsy: indicated in cases of clinical suspicion of prostate carcinoma, with elevated PSA for more than 6 months and negative previous biopsies.
- SPECT (single photon emission tomography): nuclear medicine diagnostic test that obtains images of the functioning of different parts of the body (brain, heart, liver, kidney, etc.) such as movement disorders or the search for tumour pathology with the administration of a radioactive isotope. Depending on the isotope administered, it can also be called Octreoscan or DaTSCAN. (Spectroscopy of cerebral perfusion and of presynaptic dopamine transporters for the study of movement disorders such as Parkinson's disease).
- SPECT-CT: fusion of functionalism images obtained via nuclear medicine (SPECT) with anatomical images obtained via CT. Through the cover for the study of certain inflammatory, infectious (especially in the spine) and tumour bone illnesses.
- Multi-cut special CT:
  - CT angiography, for the arterial and venous study of any location.
  - Cardiac DMD or non-invasive coronary angiography for the study of the coronary arteries when the stress test is inconclusive.
  - Colon DMD or non-invasive colonography, if endoscopic study is contraindicated.
  - CT enterography: indicated for the diagnosis of digestive bleeding of the small intestine of hidden origin.
  - CT urology: of the urinary system, if other diagnostic techniques are contraindicated.
- Low-level body CT: a new type of CT scan with a lower radiation dose that is covered exclusively for the detection and characterisation of multiple myeloma lesions.
- Shock wave treatments exclusively indicated for chronic muscle/tendon calcifications (more than six months of evolution) in which other treatments have failed. Because of its specific nature, this special treatment must be prescribed by a rehabilitation doctor.
- Radiofrequency treatments for surgical reduction of tonsil tissue, adenoids, sinuses and turbinates.
- Treatment of pain: chemonucleolysis and Thizolysis with radiofrequency in conditions of the spine. Neurological blocks. Radiofrequency of benign bone tumours, neuromas and for the treatment of non-vertebral pain, when other therapeutic alternatives have failed, in cases of pain of more than six months of evolution (one single process/insured and area). These treatments will be carried out in the units specialised in these therapies on an outpatient basis.

#### 10. Physiotherapy and functional rehabilitation service

This is the responsibility of a suitable specialist (rehabilitation physician), with the prior written prescription of a physician, in centres accredited for this purpose, only for diseases of the musculoskeletal system subsidiary to these treatments and for the rehabilitation of urinary incontinence.

Speech and/or speech therapy services are included, when necessary as a direct consequence of laryngeal surgery. Likewise, and in the case of organic pathologies of the vocal cords (traumatic, oncological or infectious) that affect speech, language or voice, **a maximum of 20 sessions per year will be granted**. In all cases, a prescription from the otorhinolaryngologist will be required.

Urinary incontinence rehabilitation is a series of exercises to strengthen the perineal muscles in case of mild or moderate urinary incontinence (grades I or II), which are offered as a single package of up to eight sessions throughout the term of the policy.

**Any means of transportation to and from rehabilitation and/or physiotherapy services are expressly excluded, as are physical exercise and maintenance and occupational therapies and the rehabilitation of chronic diseases when the injuries have stabilised and they have entered a state of unsurpassed stabilisation and neurological rehabilitation.**

The musculoskeletal system is considered to be the set of elements (muscles, ligaments, bones and joints) associated with each other that allows movement and displacement and protects other organs of the body.

#### **11. Outpatient oncological polychemotherapy**

This includes intravenous, subcutaneous or intramuscular cytostatic drug treatments in special units duly authorised for this purpose that do not require an overnight stay in the hospital. AXA Seguros Generales will authorise the cycles that are necessary. The doctor responsible for the patient's care will prescribe the oncological chemotherapy treatments to be carried out. With regard to drugs, AXA Seguros Generales will only pay the expenses of cytostatic pharmaceutical products, adjuvants and co-adjuvants that are sold in the national market and are duly authorised by the Ministry of Health, used according to the indications that appear in the technical sheet of the product.

**Cell and genomic therapies as well as immuno-oncology treatments are specifically excluded.**

#### **12. Ambulance service**

In case of an urgent and medically justified need for the transfer of the patient to the clinics and hospitals arranged by AXA Seguros Generales. In cases where such a transfer is impossible in another type of vehicle, and under medical prescription, AXA Seguros Generales will be responsible for the Insured's return from the clinic or hospital to their home.

#### **13. Anaesthesiology and resuscitation**

This includes the use of PC Analgesia, in providers arranged for this technique, exclusively for cases of open thoracic and/or abdominal surgery (laparotomy), vertebral fixations and total knee or hip replacement in trauma surgery.

#### **14. Surgical hospitalisation**

Surgical operations required by their nature to be performed in a clinic or hospital arranged by AXA Seguros Generales, with the patient occupying a single room with a companion bed. AXA Seguros Generales will pay for the stay and complete maintenance of the patient and his or her companion (when the centre provides this service in the room), their care and material for them, operating room expenses, the anaesthetic products and medications used in it, as well as the rest of the medications administered throughout the patient's stay in the centre. Medicines must be duly authorised by the Spanish Agency of Medicines and Health Products (AEMPS) and included in SNS funding.

Admission to Intensive Care Units is also covered, if required.

**The following prostheses are covered:**

- Cardiac: valves (mechanical and biological), pacemaker, ADI pacemaker defibrillator, CRT pacemaker, vascular bypass, coronary stent, septal occluders. **Valves implanted percutaneously and transapically, as well as valved ducts or tubes, are excluded.**
- Vascular: vascular bypass, peripheral stents (**except aorta**), coils, non-medicated microspheres for arterial embolisation.
- Traumatological: joints, osteosynthesis material (bars, plates and screws), material for fixation (arthrodesis) of the spine (intersomatic and interspinous spacers, the latter only in lumbar canal stenosis with neurogenic claudication of more than six months), joint anchors for the fixation of large joints, synthetic bone substitutes.
- Ophthalmological: monofocal intraocular lens (IOL) in cataract operations.
- Oncological: mammary derived from oncological mastectomy (prophylactic or not) (**excludes the contralateral breast**) and expanders, testicular, reservoirs for oncological infusion (port-a-cath, infusion pump).
- Cerebral: stents, coils, resorbable biological or synthetic materials from dura mater (only in intracranial or tumour spinal surgery).
- Urological: urological jockstrap for urinary incontinence surgery (TVT or TOT mesh, whose conditions of cover are stated in section "f" in Reimbursement Benefits).
- Other prostheses: surgical wall repair meshes in abdominal hernia surgery, urological jockstraps in urinary incontinence surgery.

**Biological prostheses of any kind (except cardiac) are excluded.**

#### **15. Medical hospitalisation in intensive care units (ICU)**

Admission to Intensive Care Units arranged by AXA Seguros Generales that requires the treatment of diseases and

conditions of any etiology, including the costs of medication throughout the stay. **Due to their condition, the companion's bed is not included.**

#### **16. Medical hospitalisation**

For the diagnosis and/or treatment of acute or chronic processes exacerbated in a clinic or hospital arranged by AXA Seguros Generales, with the prior written prescription of a physician, including the complete maintenance of the patient, as well as the medication expenses throughout the entire stay. Medicines must be duly authorised by the AEMPS and included in SNS funding. The Insured has the right to a single room with a companion's bed as long as the characteristics of the centre allow it.

**Hospitalisations based on social problems, those that can be substituted for outpatient care and rest and/or sleep cures are expressly excluded.**

#### **17. Psychiatric hospitalisation**

Treatment in a clinic or hospital arranged by AXA Seguros Generales, with prior written prescription of a physician, for a maximum period of 60 days a year, including the full maintenance of the patient as well as the medication expenses during the covered period. Medicines must be duly authorised by the AEMPS and included in SNS funding. In cases where the patient's condition allows it, a single room will be provided as long as the characteristics of the centre allow it. In case of admission due to an eating disorder, admission can only be made at the Eating Disorders Institute (ITA).

**Hospitalisations based on social problems, those that can be substituted for outpatient care and rest and/or sleep cures are excluded.**

#### **18. Pregnancy and childbirth.**

Pregnancy coverage includes follow-up consultations by the specialist in all kinds of pregnancies, with the usual diagnostic and therapeutic tests included in the protocol of the Spanish Society of Gynaecology and Obstetrics (SEGO). Three high-resolution ultrasounds are included, which must be performed in an accredited prenatal diagnostic centre for this purpose and includes the ultrasound at week 12 (combined test of the first trimester), the one at week 20 and the one in the third trimester. Likewise, the non-invasive prenatal test in maternal blood is incorporated for the diagnosis of trisomy 13, 18, 21 if the risk of foetal anomaly is greater than 1/250 and early amniocentesis in those cases that meet SEGO criteria or with a positive non-invasive prenatal test.

**Births in aquatic environments, at home and by alternative means are expressly excluded.**

Assistance in delivery (whether normal, difficult or premature), in a clinic or hospital, attended by a doctor and a midwife, will include admission to a clinic arranged with AXA Seguros Generales in a single room with a companion bed.

AXA Seguros Generales will pay for the full stay and maintenance of the Insured and their companion (as long as the centre has this service available in the room), the expenses of the operating room or delivery room, anaesthetic products and material and medication during the entire admission. The fees of the anaesthetist will also be paid by AXA Seguros Generales. Medicines must be duly authorised by the AEMPS and included in SNS funding. During the first 30 days following the birth, AXA Seguros Generales will also pay for any newborn nest and incubator expenses, the neonatologist's fees and paediatric expenses. **As of the 31st calendar day, these expenses will only be covered by the policy if the newborn has been registered in the policy as an Insured, in accordance with the provisions of the article on Insured Persons of these General Conditions.**

If the minor is not included in the policy as an Insured during the 30 days following the birth, AXA Seguros Generales may claim from the Policyholder the amount of the medical-health expenses they have incurred. If the benefits have not been paid by AXA, the Policyholder will be obliged to pay said expenses.

#### **19. Blood and/or plasma transfusions**

AXA Seguros Generales will pay for the medical act of the transfusion in all cases, as well as the blood and/or plasma to be transfused within the clinic or hospital.

#### **20. Oncological polychemotherapy in clinic or hospital**

This includes the oncological chemotherapy treatments that the hospitalised patient may require, with as many cycles as necessary. The doctor responsible for the patient's care will prescribe the chemotherapy treatments to be carried out

**With regard to medicines in these treatments, AXA Seguros Generales will only pay expenses corresponding to cytostatic pharmaceutical products, adjuvants and co-adjuvants that are sold in the national market and are duly authorised by the Ministry of Health, using the indications that appear in the technical data sheet of the product.**

**Cell and genomic therapies as well as immuno-oncology treatments are specifically excluded.**

### 21. Oxygen therapy and ventilation therapy at home, with a medical prescription

Treatment with continuous positive airway pressure (CPAP) in obstructive sleep apnoea-hypopnoea syndrome (if the apnoea-hypopnoea index is greater than 30) and variable positive airway pressure (VPAP) are included. Home polygraphy for dose adjustment and titration is also included.

**Home liquid oxygen therapy will be provided by AXA as long as it must be administered more than 15 hours a day. In any case, AXA Seguros Generales will only authorise one type of oxygen therapy.**

### 22. Emergency assistance to displaced persons

Emergency service that will be provided to all Insured who travel temporarily outside their province of residence and within national territory, under the same conditions that apply for each type of service as established in this policy, in the centres specifically indicated by AXA Seguros Generales in cases of displacement.

### 23. AXA preventive medicine programmes:

- **Medical check-up.** With prior authorisation from AXA Seguros Generales, according to its protocol and in a centre designated by the same, the Insured over 14 years of age has the right to a medical check-up every two years and **an annual check-up when the Insured is over 40 years of age. Children under 14 years of age will not have the right to this service.**
- Programme for the early diagnosis of breast cancer, with an annual mammogram for Insured persons over 35 years of age. For Insureds over 40 years of age, with dense and high-risk breasts or with a history of breast cancer, AXA Seguros Generales authorises the performance of 3D mammography (tomosynthesis).
- Programme for the early diagnosis of gynaecological diseases, aimed at: Insured persons over 20 years of age who have already had a pregnancy or who have other risk factors. This includes the annual gynaecological check-up, which may additionally be completed with an ultrasound and specific analysis.
- Programme for the early diagnosis of cervical cancer: aimed at Insured persons between 30 and 65 years of age, this programme includes the early detection of the human papillomavirus (HPV) through a clinically validated test that is performed in addition to the diagnostic gynaecological disease programme every five years. If necessary, it also includes the complementary studies necessary and recommended by scientific societies.
- Programme for the early diagnosis of prostate cancer, by means of transrectal ultrasound and determination of PSA.
- **Programme for the early diagnosis of colon cancer,** with the determination of occult blood in faeces.
- **Programme for the early diagnosis of cardiovascular risk**  
Aimed at people over 40 years of age and triennially, it includes a complete cardiological evaluation, with physical examination and complementary tests (echocardiogram and/or Doppler of the supra-aortic trunks), with specific analysis for the evaluation of atheromatosis (to be performed in the laboratory).
- **Programme for the early diagnosis of hearing loss (hearing deficit) in newborns** by means of Spontaneous Otoacoustic Emissions (SOAEs) or PEATC-A, in accordance with the current regulations of each Autonomous Community, during the first month of life.
- **Programme for the early diagnosis of skin cancer:** (melanoma) by epiluminescence microscopy, as described in the section Medical-surgical dermatology and venereology.
- **Glaucoma early diagnosis programme:** aimed at people with a family history of glaucoma that are diagnosed cardiovascular disease, diabetes, migraine, among others, or who have not undergone an ophthalmological examination, from the age of 40. In the specialist's office, the intraocular pressure and the state of the optic nerve will be measured. If this is altered, the study will be completed with other specific tests, such as campimetry and optical coherence tomography, depending on the affectation detected.
- **Dental health programme:** programme designed for any age for the prevention of tooth decay, periodontal disease and other pathologies related to the teeth; it includes a dental consultation with the exploration of oral health status, an annual cleaning of the mouth, oral education for proper implantation, the teaching of brushing techniques and diet planning for cavity control.
- **Dental health programme for pregnant women:** this programme establishes prevention guidelines, assessing the state of the gums, offering advice on oral hygiene and diet, as well as informing about the most prevalent oral diseases in your future child. It is recommended to visit the dentist before starting pregnancy and at most during the first trimester so you can act as quickly as possible and avoid future risks.
- **Maternal preparation programme for childbirth**  
Programme aimed at pregnant women, from the second trimester of pregnancy, to prepare for childbirth physically and psychologically and improve postpartum recovery. It includes breathing and relaxation techniques and prenatal gymnastics and provides tips for caring for the baby. Likewise, postpartum recovery exercises for the pelvic floor are included for the prevention of urinary incontinence (maximum of eight sessions).  
This cover will be granted to carry out in person or online, considering the creation of a type for each pregnancy.

#### 24. Dental coverage

If the Insured has contracted dental coverage in the Particular Conditions, they will have at their disposal a Network of Dental Services that offer oral dental care at reduced prices.

#### 25. Child-adolescent cognitive telerehabilitation

Distance training programme within the scope of telemedicine, offered exclusively by the Guttman Institute for Insured persons under 18 years of age with memory and learning problems, difficulties in daily living activities and organisation as a result of brain damage (acquired during the term of the policy) due to head trauma, tumours or infectious diseases of the central nervous system, vascular accidents of any etiology and after brain surgery. It is offered as a single package for the entire duration of the policy.

#### Benefits, risks and insured covers by reimbursement of expenses

Apart from the Medical Team arranged by AXA Seguros Generales, the Insured will have the right to freely choose the following benefits. The expenses covered will be reimbursed up to the amount of money stipulated in the Particular Conditions:

- a) Emergency consultations of General Medicine and Paediatrics at the patient's home when illness prevents them from going to the doctor's office, reimbursing 80% of the amount of the expenses **up to the quantitative limit set in the Particular Conditions** if there is no doctor available from the AXA Seguros Generales emergency service in the town of residence.
- b) The Nursing service at the Insured's usual home when the home service is requested by a doctor, reimbursing 80% of the amount of the expenses **up to the limit set in the Particular Conditions** if there is no physician available from the AXA Seguros Generales emergency service.
- c) Umbilical cord blood preservation  
The Insured will have the right to choose freely but exclusively between the Stem Cell Banks provided by AXA Seguros Generales for the conservation of umbilical cord blood cells (UCB) under preferential economic conditions. The Insurer will provide the contact details to the Insured, who will establish the service contract with the UCB Bank, and in all cases, direct payment of the cost of the service.  
As long as one of the parents is Insured and the newborn is listed in the same policy, the coverage reaches 50% reimbursement of the cost of the conservation kit and of the processing and freezing of the sample **(up to a limit of 650 euros)**, as well as 80% of the annual maintenance fee **(if any, and with a maximum of 70 euros/policy annuity)**, **up to a maximum of 20 years, as long as the policy remains in force. The reimbursement of expenses from UCB Banks that do not appear among those recommended by AXA Seguros Generales is expressly excluded.**
- d) If dental coverage is contracted in the Particular Conditions of the insurance, AXA Seguros Generales will reimburse the expenses for simple or complex fillings with the limit established therein, carried out by the dental and stomatologist team, **up to a maximum of four fillings for one year.**
- e) Face-to-face psychological sessions, prescribed by a psychiatrist, family physician, paediatrician or oncologist and carried out by members of the professional psychology association, are covered by reimbursement of expenses, which will be reimbursed with 80% of the amount of the expenses up to **a maximum limit of 20 euros**. This coverage is granted for a **maximum of 20 sessions per annuity and insured.**
- f) Meshes in TOT and TVT urinary incontinence surgery:  
By virtue of this guarantee, AXA Seguros Generales will reimburse 90% of the amount of the meshes implanted in TOT and TVT urinary incontinence surgery **to a maximum limit of 500 euros** as long as said technique is covered by the Particular Conditions of the policy and AXA has authorised the operation. **Limit of one mesh per insured during the entire term of the contract.**
- g) Intraoperative neurophysiological monitoring in head and neck surgeries, such as brain malformations and tumours, vascular injuries and malformations, laryngeal and inner ear surgery, thyroid surgery and spinal surgeries that affect at least three levels, as well as in spine reinterventions in which it is necessary to remove the prosthetic material implanted in the previous surgery. Without the list of procedures being exhaustive, AXA Seguros Generales will reimburse 90% of the amount **to a limit of 600 euros.**
- h) Bone growth factors. Administration during surgery of the musculoskeletal system in a single application. Reimbursement of 80% of the expenses derived from the use of bone growth factors from autologous platelet-rich plasma **to a limit of 350 euros**. This cover will only be valid when these growth factors are applied as a complement in surgical operations for musculoskeletal injuries.
- i) Postpartum home care: with prior authorisation from AXA Seguros Generales, 80% of the cost of the midwife's visit will be reimbursed for postpartum care **to a limit of 100 euros**, as described in the section Services provided directly and solely by the Company. **This cover will be granted only if there are no midwives available in the population of residence that appears in the policy.**
- j) Treatments with shock waves, with the indications specified in the section Benefits, risks and guarantees insured by means of a medical chart: AXA Seguros Generales will reimburse **80% of up to five treatment sessions to a limit of 40 euros per session**, as long as there is no agreed provider in the area.

- k) Use of endovascular laser for the surgical ablation of symptomatic varicose veins (grades III to VI of CEAP classification) in the context of peripheral vascular surgery operations, reimbursing **80% of the cost of the laser to a limit of 500 euros.**
- l) Genomic platforms (Oncotype® Prosigna®)  
Prognostic coverage for breast cancer that determines the need for adjuvant **oncological** chemotherapy treatment. This cover will be granted as long as there is no contraindication for intravenous **oncological** chemotherapy and exclusively in cases of recently operated breast cancer (stage T1-T2), without lymph node involvement or metastasis, with tumour size greater than 1 cm and up to 5 cm, with positive oestrogen receptors and negative HER2. AXA Seguros Generales will reimburse **80% of the amount to a limit of 2,000 euros.**

### Services provided directly and solely by the Company

AXA Seguros Generales makes the following services available to its policyholders:

- **Medical guidance:** through this service, the Insured has access to a team of medical professionals 24 hours a day, every day of the year, so they can consult medical information through the telephone number set up by the company or through the necessary health channel in relation to any type of request made.  
The purpose of this service is to provide support and guidance to the Insured in making decisions regarding their health, providing them with medical information regarding diseases, treatment and health prevention and promotion and offering advice on understanding laboratory reports, medical terminology, the evaluation of reports and diagnoses or advice regarding the centre and/or specialist of the AXA Seguros Generales Medical Team most indicated to solve your health problem. It also makes referrals to emergency services if deemed advisable.
- **Second Medical Opinion:** AXA Seguros Generales enables its Insured persons to obtain an Insured evaluation report in case they are diagnosed with a serious illness or in situations of high medical complexity. The report will be drafted remotely, by medical experts of the highest international prestige selected by the Company and without the need to travel. To use this service, the user must provide their medical history and the corresponding first diagnosis made by the doctors that attended them.  
**This service includes:**
  - Access to an Internal Medical Consultant who will advise the patient and their family on properly completing the application form, specifying the tests to attach and the questions to ask the expert and even helping to collect said information. It will also support the Insured before and after receipt of the report.
  - Sending all the diagnostic documentation to the specialist or specialists selected by the Company to issue the Second Medical Opinion report.
  - Sending the report to the Insured's address.
- **Discounts at centres in the United States:** linked to the request for a Second Medical Opinion. If the Insured later chooses to make a diagnosis or carry out treatment in the US, AXA Seguros Generales offers its policyholders the possibility of accessing more favourable prices in several hospitals in the US. AXA Seguros Generales will agree on a special rate with the hospital and will collaborate in managing admission appointments with the same, after the client has notified the Company. The list of centres for which this collaboration agreement exists will be provided by AXA Seguros Generales upon the customer's request.
- **Telephone Psychological Assistance:** exclusive service arranged by the Company for this purpose, provided by registered psychologists, only through the telephone line published in the User Guide and/or at [www.axa.es](http://www.axa.es). This service consists of conducting active professional listening in moments of crisis or psychological distress that is also non-compassionate and non-interventionist, maintaining an objective distance and neutrality with the Insured; helping the Insured to identify and understand their situation, advise on the analysis of conflictive situations, facilitate personal and professional stress management and support and optimise an existing treatment or complete psychological monitoring at the end of past treatments. In no case is it to be considered a form of telephone psychotherapy. If a therapeutic intervention is considered necessary, the Insured will be directed to a clinical psychologist linked to the AXA Seguros Generales Medical Team.
- **Health Check:** online questionnaire for assessment of the Insured's health status based on the responses obtained from it. It is administered by the AXA Seguros Generales Medical Team.

### Special assistance at home:

It includes the assistance provided by healthcare teams of medical practitioners and nursing services (for the application of injectables, fluid therapy, soundings and cures) specifically designated by AXA Seguros Generales. This assistance is provided at the Insured's home address. It appears in the policy when the patient's pathology requires special care that does not require admission and is the consequence of a hospital stay after a doctor's prescription. Negative pressure therapy is included as a complement to the treatment of long-standing wounds and ulcers that do not shrink to half their size after a month of conventional treatments.

This cover will be granted as long as there is the possibility of obtaining services for these characteristics at the indicated

address. **Any expenses resulting from accommodation, laundry, food, the continuous stay of professionals in the home and assistance stemming from problems of a social nature and chronic and irreversible processes are excluded.**

• **Postpartum home care:**

Personalised service that includes a two-to-three hour postpartum home visit and telephone support for parents, both before and after delivery. Recommendations and advice are given to complete your knowledge and increase your vision about the care of the newborn, facilitating the integration of the baby into the family, as well as recommendations for pelvic floor recovery and postpartum exercises for the mother. **The home visit will only be carried out if the delivery has been covered by AXA Seguros Generales.**

• **Other special services**

**Affiliate wellness and health services: AXA BIENESTAR**

The AXA BIENESTAR affiliate wellness and health services help you to improve your wellness and quality of life. AXA BIENESTAR complements your health insurance without a waiting period, and includes a great variety of alternative treatments, complementary therapies and other services at exclusive prices and with significant discounts on market rates.

You can see the centres that offer affiliate health and wellness services and purchase said services at the website [www.axabienestar.es](http://www.axabienestar.es). It will be necessary to register and activate your AXA BIENESTAR account, in accordance with the terms and conditions of use of said website.

## Excluded risks and injuries

**Expressly excluded from the covers of this insurance are all treatments, diagnostic tests and medical techniques and the use of appliances to carry them out that are not specifically listed in section 1 "Description of the Covers Purchased", and when the Policyholder has not been notified in writing of their inclusion in the cover, as provided in article 126.2 of Royal Decree 1060/2015 of 20 November on the regulation, oversight and solvency of insurers and reinsurers, as well as costs arising from their use. The following cases are also excluded from the coverage of this insurance:**

- 1. All illnesses, injuries, health states or conditions, defects or deformities and their pre-existing consequences to the inclusion of the Insured in the Policy, unless said illnesses have been declared by the Insured or Policyholder to AXA Seguros Generales in the Insurance Questionnaire in any of the aforementioned formats and have not been excluded by it.**
- 2. The supply or amount of pharmaceutical products (except those administered during the Insured's hospitalisation in hospitals or intravenous cytostatics in cases of ambulatory oncological polychemotherapy), even those administered in hospitals. Vaccines and extracts in the case of allergic processes are also excluded.**
- 3. Dialysis and haemodialysis in chronic conditions. Use and treatments in a hyperbaric chamber.**
- 4. Euthanasia and voluntary interruption of pregnancy, even in legal cases, as well as all related expenses. Studies of the genetic map as well as the study, diagnosis and treatment (including surgery) of erectile dysfunction and the treatment of infertility and assisted reproduction are also excluded.**
- 5. Plastic and Reconstructive Surgery operations, except those necessary to eliminate the consequences of an accident or a surgical operation covered in the contracted policy and suffered by the Insured during the period of validity of the same and with a functional defect of the part of the affected body. Cosmetic Surgery operations, treatments and infiltrations and their consequences are also excluded. Breast reduction and reconstruction surgery in any of its indications (except in the case of mastectomy for cancer in the affected breast) and sex change surgery, as well as all related expenses, are excluded.**
- 6. Any complications and/or consequences resulting from medical acts not covered by these General Conditions, as well as all expenses related to non-covered procedures.**
- 7. Everything related to early stimulation, psychoanalysis, hypnosis, psychological tests, psychosocial or neuropsychiatric rehabilitation, narcolepsy and rest or sleep cures. Psychology coverage is provided in accordance with the provisions of the section Benefits, risks and insured covers by reimbursement of expenses.**
- 8. Treatment and rehabilitation and its complications and consequences of alcoholism, smoking, drug addiction and other addictions in an outpatient or hospital setting, as well as suicide attempts or self-harm. Dietary and medical treatments to lose weight or gain weight in an outpatient or hospital setting, as well as the surgical treatment of obesity.**
- 9. The medical techniques and the use of necessary devices to carry them out that have not been included in the Special or Particular Conditions of the contracted policy or have been demonstrably exceeded by others available. The techniques will be incorporated in section 1.2 when their usefulness and clinical efficacy are considered verified by the Spanish Network of Agencies for the Evaluation of Health Technologies and Benefits of the National Health System. Tests and techniques that are in the research phase, or whose diagnostic or therapeutic utility and clinical relevance or scientific evidence is not duly demonstrated and contrasted at the time of the entry into force of the contract, will not be covered. Regenerative and genomic medicine, image-guided or computer-assisted robotic**

surgery or virtual browsers are not covered, except as expressly included in the article on Insured benefits, risks and covers.

10. Stays in nursing homes, residences, medium, palliative and long-stay care centres, spas and the like, as well as balneotherapy or hydrotherapy treatments, even if they are prescribed by doctors. Admission and care activities in centres dedicated to activities related to leisure, rest, rejuvenation and dietary treatments.
11. Hospitalisation based on social or family problems, as well as that which is substitutable for home or outpatient assistance.
12. The following expenses are excluded in all cases of hospitalisation:
  - Expenses for the use of telephone, television and other services not essential for the necessary hospital care.
  - The costs resulting from check-ups or preventive treatments.
  - The food allowance of the companion in the clinic in cases of non-surgical medical admissions and in all those in which the hospital or clinic does not have this service in the patient's room.
13. Surgical operations or therapeutic laser procedures, except where this technique is covered.
14. Prostheses of any kind, except those included in point 14 of the previous article. Orthopaedic anatomical pieces of any kind, external fixators, the cost of glasses, contact lenses and/or hearing aids, elastic compression stockings, jockstraps, anklets, girdles, corsets, slings and other immobilisation methods are also excluded. The toric lens, the monofocal plus lens, the extended focus lens and any other advanced monofocal lens model are also excluded.
15. In organ, tissue and cell transplants, the cost of the organ, tissue or cell to be transplanted and the management to obtain it, as well as the bones, tendons and ligaments from the bone or tissue bank and the implants made of natural bone.
16. Illnesses or injuries derived from the professional practice of any sport, from participating in bets or competitions, as well as the practice as an amateur or professional of high-risk activities (such as fighting bulls) or the practice of dangerous sports, including training (such as boxing, aerial activities, navigation in white water or in risky circumstances, bungee jumping, climbing, canyoning, caving, motor vehicle racing, the previous list not being exhaustive).
17. Diseases and accidents that are the consequence of wars, terrorism, seismic movements, riots, fighting (except in a proven case of legitimate defence), floods or volcanic eruptions, as well as the direct and indirect consequences of nuclear reaction or radiation and any other catastrophic phenomenon.
18. Officially declared epidemics.
19. Laboratory tests of immunological and/or genetic determination with predictive, preventive or prognostic purposes or that do not have therapeutic repercussions and diagnostic tests for cosmetic purposes. Genetic counselling, paternity or kinship tests, as well as microarray platforms with automated interpretation of results.
20. Aid in non-concerted private centres and aid provided in hospitals, centres and other publicly owned establishments that are part of the National Health System of Spain and/or attached to the Autonomous Communities that are not expressly included in our portfolio of services. In any case, AXA Seguros Generales reserves the right to claim from the Insured the recovery of the aid expenses that they have had to pay to the public health system due to the medical-surgical and hospital aid provided.
21. Analysis and other explorations that are necessary for the issuance of certificates, issuance of reports and the delivery of any type of medical certificate that does not have a clear care function, as well as sports medicine. Medical care provided in the context of disciplines that are not included in the official list of specialties, in force and published by the Ministries of Health and Education, such as integrative medicine or traditional Chinese medicine.
22. Early detection tests for congenital diseases, except those specifically included in these covers.
23. Accidents suffered while intoxicated or under the influence of drugs or narcotics, or as a result of own criminal actions, recklessness or serious negligence established by the courts.
24. Operations carried out on unborn children.

## Waiting period

All benefits will be provided from the moment the contract enters into force.

The following benefits are excepted from the general principle above, which will require having completed the prior waiting periods specified below:

### Six-month waiting period:

- Surgical operations of any kind (with or without hospital admission), hospitalisation for surgical or non-surgical causes and any other medical expenses related to them.
- Preparation courses for childbirth.
- The following services:
  - Diagnostic tests:  
Amniocentesis and non-invasive prenatal test, pathology (except for urgent surgical operations) and therapeutic

targets, digital arteriography, endoscopy, gastrointestinal and bronchial endoscopy (EBUS), genetic studies, liver elastography, scintigraphy, polysomnography, 3D whole-body radiography EOS®, nuclear magnetic resonance, scanner-CT, SPECT-TC, PET, and PET-CT 18FDG, PET Choline, CT DMD and digitised epiluminescence microscopy. Capsule endoscopy. Genomic platforms. Preventive medicine programmes.

- **Treatments:**

Dialysis, physiotherapy, speech therapy and phoniatry, prostatic hyperthermia, lithotripsy, percutaneous nucleotomy, oncological polychemotherapy, chemonucleolysis, radiotherapy, any physiotherapy treatment (including shock waves) and radioactive isotope treatments.

• **Special care at home**

This six-month waiting period will not apply in life emergencies, either due to accident or illness that occurred and diagnosed after the date of entry into force of the policy or the Insured's date of registration in it.

**Seven-month waiting period:**

- **Simple or complex fillings, in the case of having contracted dental coverage.**

**Eight-month waiting period:**

- **Assistance at delivery and/or caesarean section in clinic and hospitalisation resulting from said assistance. This waiting period will not apply to deliveries in which the life of the foetus or mother is in danger, or to deliveries diagnosed as premature (taking this consideration when they occur before 259 days or 37 complete weeks, from the date of the last menstruation), provided that the pregnancy has begun after the Insured's date of discharge.**
- **Tubal ligation and vasectomy operations, as well as hospitalisation as a result of them.**
- **Conservation of umbilical cord blood.**
- Postpartum home care.

**Twelve-month waiting period:**

- **Rehabilitation of urinary incontinence.**
- **Child-adolescent cognitive tele-rehabilitation.**

**Twenty-four month waiting period:**

- **Determination BRCA Plus.**
- **Preventative mastectomy/oophorectomy.**

## Travel assistance services

### Validity.

Each of the Insured has the right to this Service for one year and for all trips made during it, **provided that they have their habitual residence in Spain and that they do not spend more than 60 days travelling outside of said residence.**

### Covered benefits.

#### 1) Medical repatriation of the wounded and sick.

In the event that the Insured suffers an illness or an accident, AXA Seguros Generales will take care of:

The prior control, which will be carried out by their Medical Team, in contact with the doctor who first attends the injured or sick Insured to determine the appropriate measures for the best treatment to follow and the most suitable means for their transfer to the most suitable hospital or to their home.

The expenses of the transfer of the injured or ill person to the hospital centre or to their habitual residence. If the Insured is admitted to a hospital not close to their home, AXA Seguros Generales will take charge of the transfer to the same in due course.

The means of transport used in Europe and countries bordering the Mediterranean, **when the urgency and gravity of the case requires it, will be the special medical plane.** Otherwise, or in the rest of the world, it will be carried out by regular airliner or by the fastest and most appropriate means, depending on the circumstances.

**In no event will AXA Seguros Generales substitute the emergency relief agencies or bear the cost of these services.**

#### 2) Repatriation of the Insured.

When one of the Insured has had to be repatriated or transferred due to illness or accident and they prevent the rest of the Insured's family members from continuing their trip by the initially foreseen means, AXA Seguros Generales will pay for the transport to their home or to the place where the transferred or repatriated Insured is hospitalised, **provided that the amount is not higher.**

### 3) Early return of the Insured due to the death of a relative.

If the Insured's spouse, ascendant or descendant in the first degree, brother or sister dies during a trip in Spain and their return trip cannot be paid in advance, AXA Seguros Generales will bear the costs of their transportation to the relative's place of burial in Spain and, where appropriate, of a return ticket to the place where they were at the time of the event, if they need to continue their trip for professional or personal reasons.

### 4) Round trip ticket for a family member and hotel expenses.

When the Insured is hospitalised due to an illness and/or accident that occurred while travelling and has to be hospitalised for more than 10 days, AXA Seguros Generales will make a round trip ticket available to a family member so that they can be by their side.

If the Insured is hospitalised abroad, AXA Seguros Generales will pay the expenses of the relative's stay in a hotel **up to 30.05 euros per day and a maximum of 300.51 euros in total**. The family member must present the appropriate supporting documents.

### 5) Repatriation of the deceased abroad and of the accompanying Insured.

AXA Seguros Generales will pay for all the formalities to be carried out at the place of death of the Insured, as well as the repatriation to the place of burial in Spain.

In the event that the Insured family members accompanying you at the time of death are unable to return by the means initially foreseen or because their contracted return ticket does not allow them, AXA Seguros Generales will pay to transport them to their domicile in Spain or to the place of burial, provided that the cost is not higher.

Post-mortem and conditioning expenses of citizens (such as embalming and compulsory casket for transfer) are also covered, in accordance with legal requirements.

**In any case, the cost of the usual coffin and the burial and ceremony expenses are not borne by AXA Seguros Generales.**

### 6) Medical, surgical, pharmaceutical and hospitalisation expenses abroad.

If the Insured needs medical, surgical, pharmaceutical or hospital assistance as a result of an accident or illness caused while travelling abroad, AXA Seguros Generales will take care of:

- Medical and surgical expenses and fees, pharmaceutical expenses prescribed by a doctor chosen by the Insured, hospitalisation expenses and/or ambulance transportation expenses from the scene of the accident to the clinic or hospital.
- In any case, **dental expenses are limited to 30.05 euros**.

**The maximum amount covered by the Insured, for all the aforementioned expenses that occur abroad, is 15,000 euros.**

### 7) Expenses for prolonging your stay in a hotel.

When the previous guarantee of payment of medical expenses applies, AXA Seguros Generales will pay the costs of prolonging the Insured's stay in a hotel, after hospitalisation and under medical prescription, up to an amount of 24.04 euros per day and to a maximum of 240.40 euros in total.

### 8) Transmission of messages.

AXA Seguros Generales will be responsible for transmitting the urgent messages entrusted to it by the Insured, resulting from the events covered by these guarantees.

### 9) Help to locate and send luggage.

In case of delay or loss of luggage, AXA Seguros Generales will cooperate in the management of efforts to search for, locate and deliver it to your home.

### 10) Sending and/or forwarding of forgotten and/or stolen objects during the trip abroad.

AXA Seguros Generales will organise and bear the cost of shipping to the Insured's home the objects that the Insured may have forgotten during their trip.

Likewise, it will send to the Insured's location any objects or medicines (in accordance with the legislation of each country) that may be considered essential and that the Insured had forgotten at home when embarking on the trip, **whenever it is difficult or costly to replace it where it is located**.

In all the cases indicated in this point, AXA Seguros Generales will only assume the organisation of the shipment and bear its cost to or from the Insured's home **as long as it does not weight more than five kilograms**.

### 11) Legal defence expenses abroad.

In the event that the Insured needs to hire a lawyer for their legal defence abroad, provided that the facts attributed to them are not subject to criminal punishment in the legislation of the country where they are located, AXA Seguros Generales will reimburse them for their lawyer's fees **up to the maximum limit of 901.52 euros**. **Events related to the Insured's professional activity, the use or custody of a motor vehicle and contractual responsibilities are excluded from the cover**. The Insured undertakes to send AXA Seguros Generales the bill of fees for their lawyer as soon as possible.

## 12) Advance of legal bond abroad.

AXA Seguros Generales will advance the amount of the bond required by the country's legislation **up to a maximum of 3,606.07 euros**, so that the Insured can obtain their freedom in the event that they have been processed as a result of an event for which they are responsible.

Within three months, from the claim made by AXA Seguros Generales, the Insured is obliged to return the amount of the advance deposit.

If before the end of the three-month period the Insured has been reimbursed the amount of the bond by the authorities of the country, they must immediately return it to AXA Seguros Generales.

In the event that the amount of the advance deposit is not returned within three months, AXA Seguros Generales reserves the right to demand the expenses and interest calculated according to current legislation in addition to the amount.

### The following are excluded under this cover:

- **Drug and narcotics trafficking.**
- Participation in political movements.

### Exclusions.

### The following are excluded from the Travel Assistance Service:

1. The covers and benefits that have not been requested from AXA Seguros Generales and that have not been carried out by or with its agreement, except in cases of force majeure or proven material impossibility.
2. Illnesses or injuries that occur as a result of chronic conditions or prior to the start of the trip, as well as their complications and relapses and all trips made for therapeutic purposes.
3. Mental illnesses.
4. Death caused by suicide or illnesses or injuries resulting from the attempt or intentionally caused by the Insured, as well as those resulting from criminal actions of the Insured directly or indirectly.
5. The treatment of diseases or pathological states caused by ingestion or voluntary administration of toxins (drugs), narcotics or the use of medications without a medical prescription.
6. The expenses incurred in glasses, contact lenses, crutches or any type of prosthesis, as well as dental work.
7. Deliveries and pregnancies, except for unforeseeable complications during the first six months.
8. Events caused in practice, training or testing involving competitive, official and private sports, as well as betting and rescue of people at sea, in the mountains or in the desert.
9. Any type of medical, surgical, pharmaceutical, hospitalisation and transfer or repatriation expense that is not the result of an illness and/or accident occurring while travelling.
10. Medical expenses prescribed in Spain, even if they correspond to a treatment started abroad.
11. Illnesses or conditions that can be treated on the spot and do not prevent the Insured from continuing their trip.
12. Any type of medical or pharmaceutical expense less than 9.02 euros.
13. In the transfer or repatriation of the deceased: burial and ceremony expenses.

As an essential condition to access the benefits of this Service, AXA Seguros Generales must be immediately notified of the incident in advance by telephone at the telephone number indicated on the Insured's card, indicating the name, policy number, place where it is located, contact telephone number and type of assistance required.

AXA Seguros Generales is not liable for delays or non-compliance due to force majeure or the special administrative or political characteristics of a specific country.

In any case, if direct intervention is not possible, the Insured will be reimbursed upon their return to Spain, or, if necessary, as soon as they are in a country where the aforementioned circumstances do not apply, for the expenses they would have incurred and are covered, by presenting the appropriate supporting documents.

Medical benefits and health repatriation must be provided by prior agreement between the doctor or the hospital treating the Insured at that time, the AXA Seguros Generales Medical Team and, if applicable, the Insured's family. If the Insured has the right to reimbursement for the part of the ticket not used, said reimbursement will be returned to AXA Seguros Generales by making use of the repatriation covers.

The benefits of this service will be complementary to any other of a public or private nature that the Insured may have.

AXA Seguros Generales is subrogated in the rights and actions of the Insured for events that have motivated its intervention up to the total amount of the services provided or paid.

## General information

### Regulation of the contract and general information for the policyholder

AXA informs the Policyholder that the applicable legislation is Spanish and the controlling body is the General Directorate of Insurance and Pension Funds, attached to the Ministry of Economy of the Kingdom of Spain.

#### Applicable legislation:

- Law 50/1980, of 8 October, on the Insurance Contract.
- Law 20/2015, of 14 July, on the management, supervision and solvency of insurance and reinsurance entities.
- Royal Decree 1060/2015, of 20 November, on the management, supervision and solvency of insurance and reinsurance entities.
- Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data and by which Directive 95/46 /EC (General Data Protection Regulation) is repealed.
- Organic Law 3/2018, of 5 December, on Protection of Personal Data and guarantee of digital rights.
- Law 59/2003, of 19 December, on Electronic Signature.
- Law 34/2002, of 11 July, on services of the information society and electronic commerce.
- Law 22/2007, of 11 July, on distance marketing of financial services for consumers.
- And any other rule that may be applicable during the term of this policy.

#### Resolution of conflicts between the parties:

In accordance with the provisions of Law 20/2015, of 14 July, on the management, supervision and solvency of insurance and reinsurance entities and Royal Decree 1060/2015, of 20 November, on the management, supervision and solvency of insurance and reinsurance companies, conflicts that may arise between the parties may be resolved, as follows:

- a) The Policyholder may send their claims in writing to the Complaints and Claims Attention Service of the Insurance Organisation, located at the address: Emilio Vargas, 6, 28043, Madrid, Spain, directly by email (centro.reclamaciones@axa.es) or via the [www.axa.es](http://www.axa.es) page or the Customers website. Said department will acknowledge receipt in writing of the claims presented to them and will always resolve them in justified writing.

For insurance policies taken out in Catalonia and in compliance with the provisions of Law 22/2010, of 20 July, of the Catalan Consumer Code, you may also send it to the following address: World Trade Center Alameda Park, building 6, Plaza de la Pau s/n, 08940 - Cornellà del Llobregat, Spain, or contact by phone (+34) 900 132 098.

Once a period of one month has elapsed from the date of presentation of the claim, without the Complaints and Claims Attention Service having resolved it, or once the claim has been expressly denied or the request rejected, you may go before the Claims Services of the Bank of Spain, the National Securities Market Commission or the General Directorate of Insurance and Pension Funds by filing the complaint or claim on paper, by computer, electronically or over the Internet. The claim or complaint will be processed in accordance with the procedure provided for in Order ECC/2502/2012, of 16 November, which regulates the procedure for submitting claims to the Claims Services of the Bank of Spain, the National Securities Market Commission and the General Directorate of Insurance and Pension Funds.

You can file your claim at the Claims Service of the General Directorate of Insurance and Pension Funds at the address: Paseo de la Castellana, 44 - 28046 - Madrid, Spain or at <http://www.dgsfp.mineco.es/reclamaciones/>.

- b) By arbitration decision in the terms of Articles 57 and 58 of Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and complementary laws; or in the terms of Law 60/2003, of 23 December, on Arbitration, in matters of free disposition in accordance with the law and except for those cases in which legislation for the protection of consumers and users prevents it (provided that there is an agreement by both parties to submit to this dispute resolution mechanism), with the expenses incurred being paid in half between the Policyholder and the Insurer.
- c) By mediation under the terms provided in Law 5/2012, of 6 July, on mediation of civil and commercial matters.
- d) By the competent Judges and Tribunals (the location of the Insured's domicile determining the jurisdiction of the competent Judge to hear the actions resulting from the insurance contract).

#### Form of provision of the arranged services

The services arranged by AXA Seguros Generales will be provided by the physicians and centres that appear in its Provincial Medical Teams. As indicated in the following points, the Insured may access the services arranged in their province or in

other provinces other than that of their habitual residence, **except for home services, with the Insured being responsible for all travel expenses.**

The rules for the provision of the agreed services will be as follows:

**1. Home emergency visits (General Medicine, Paediatrics and Childcare and Nursing Service).**

**They will be carried out only** for reasons that depend exclusively on the illness afflicting the Insured and after evaluating the AXA Seguros Generales emergency service, **when the latter cannot go to the doctor's or nursing office.**

**AXA Seguros Generales will only provide assistance at home when it has these services arranged in the town where the Insured's address is located, as indicated in the Particular Conditions. Any change of address of the Insured must be notified by registered letter or at their offices, at least eight days in advance of the service request.**

**When there are no home emergency services arranged by AXA Seguros Generales in the Insured's population of residence, this assistance will be subject to the provisions of the cost reimbursement cover.**

**2. Specialist doctors.**

They will advise the General Physicians in those cases in which a special treatment is required to follow, taking full responsibility for the care of the patient in that case by the specialised treatment technique that corresponds to the skill of the specialist.

**3. Access to the arranged services.**

The arranged services are freely accessible, except for those specified in the Medical Team and/or General Conditions such as use by prior authorisation, which AXA Seguros Generales will grant when required in writing by a physician and the Insured has the right to the requested service.

**The Insured must provide AXA Seguros Generales with all the medical information necessary for the assessment of the case and for processing the prior authorisation when necessary at least 48 hours in advance.**

**4. Hospitalisation or provision of a healthcare service in subsidised centres.**

Admission to an arranged hospital must be ordered in writing by a doctor and the Insured must obtain authorisation from AXA Seguros Generales before admission takes place. Said authorisation will financially bind AXA Seguros Generales.

**If hospital admission is an emergency, the Insured must obtain authorisation from AXA Seguros Generales within 72 hours of admission.**

In the latter case, if the doctor who orders the admission is part of the Medical Team or Hospital arranged by AXA Seguros Generales, it will be financially bound until the moment in which it expresses its objections to the doctor's order, in case it understands that the policy taken out does not cover the act or hospitalisation.

**When the request for authorisation of admission is made after 72 hours of having occurred, AXA Seguros Generales will not be responsible for the cost of the assistance, unless the Insured has the right to it for having contracted it in the Particular Conditions.**

**If the Hospital so requests, the Insured must assume the costs resulting from its assistance in the event that AXA Seguros Generales does not cover it.**

In any case, AXA Seguros Generales may designate a physician to witness the operation or visit the Insured during their hospitalisation.

**5. AXA Seguros Generales is not held responsible for:**

- **The fees of external doctors or services, except for the reimbursement services for expenses covered in the Particular Conditions up to the limits set for them.**
- **The cost of the arranged services provided or performed without their prior authorisation, when this is necessary or mandatory.**
- **The fees of the doctors or of the services belonging to their arranged Medical Team, paid directly by the Insured.**

**6. Insured Card.**

When requesting the arranged services, the Insured must always show their individual Card that certifies them as such, which will be activated if they are all up to date with payments and will provide the authorisation granted by AXA Seguros Generales for those services in which it is necessary.

The card is for personal use and non-transferable so any document proving the identity of its holder may be requested. Its use is subject to the General and Particular Conditions of the insurance.

**7. Reporting the claim.**

For the purposes of this insurance, the claim is understood to be reported when the Insured requests the service.

## Concluding the insurance

The information provided by the policyholder and/or the insured in the questionnaire forms the basis of this contract.

Everyone to be enrolled in the policy must fill out a Health Questionnaire as part of concluding the insurance. In this questionnaire, they must state whether they have or have had any type of injury or illness, especially ones which are recurring or congenital or require or have required studies, diagnostic tests or treatment of any kind, or if they have symptoms or signs that might be considered as an indication of an illness. In the case of legal minors or legally incapacitated persons, the Health Questionnaire will be signed by the policyholder or the person who has custody of them. The Health Questionnaire can also be answered in a telephone interview conducted by medical personnel authorised by AXA Seguros Generales with each declaring person being legal adults or a parent or guardian if the person to be insured is a legal minor or legally incapacitated. The telephone conversation will be recorded and will have binding contractual value. **In the event that any concealment takes place, the concealed disease or condition will be excluded from the covers of the contract and AXA Seguros Generales will have the right to cancel the insurance contract.**

In the event of an error in the policy, the Policyholder and/or Insured has a period of one month (counting from the delivery thereof) to demand that AXA Seguros Generales correct the issue. After this period has elapsed without receiving a claim, the policy will be considered fully valid.

The insurance and its modifications take effect once the policy or supplement has been signed and the corresponding premium has been paid by the Policyholder. Unless otherwise agreed, if this first premium has not been paid, AXA Seguros Generales will have no obligation. However, during a period of 15 days from the date of issuance of the policy or of the provisional coverage document, the Policyholder has the right to request in writing the cancellation without effect of the same and, therefore, the return of the premium paid up to the date of issuance of the notification. AXA Seguros Generales will deduct the premium corresponding to the risk coverage granted from this amount.

In case of delay in the fulfilment of any of the aforementioned requirements, the obligations of AXA Seguros Generales will begin 24 hours from the day they were fulfilled.

## Duration

The Insurance is taken out for the period of time provided in the Particular Conditions. Upon expiration, it will tacitly be extended for periods not exceeding one year, and so on.

**However, the Policyholder may oppose the extension of the contract by means of a written notification, made with a period of one month in advance of the conclusion of the current insurance period.**

**AXA will not be able to terminate the policy, except for a pre-existing illness of any of the insured persons not declared in the Health Questionnaire or omission and/or inaccuracy in it. Neither will the age or healthcare expenses of the Insured persons be grounds for cancellation.**

The insurance coverage will automatically cease from the date of termination of the policy or for each Insured, from the date of cancellation. From that date, the Insured will not have the right to any medical treatment, whether resulting from the type of reimbursement of expenses or from the medical team and both comes from a treatment that the Insured was receiving, as well as those resulting from any type of health care required later as of that date, even coming from an illness or accident prior to termination of the policy.

## General Dispositions

### Notifications

1. Notifications to AXA Seguros Generales will be sent to the General Management, at the address indicated in the policy.
2. The notifications and payment of the premiums made to the Delegations, Branches and Offices of AXA Seguros Generales or to an Agent thereof will have the same effects as if they had been sent directly to it.
3. Notifications to the Policyholder or the Insured will be sent to the address that appears in the policy unless they have notified another.

### Termination and indisputability of the contract.

1. The Insured loses the right to the covered benefit and the contract is terminated in the following cases:
  - a) **Any reservation or inaccuracy when completing the Health Questionnaire, if there was intent or gross negligence.**
  - b) **If the risk declared in the Health Questionnaire had increased before the policy came into force, if the Policyholder or the Insured does not notify AXA and they have acted in bad faith.**
  - c) **If the covered event occurs before the premium has been paid, unless otherwise agreed.**
  - d) **When the loss was caused by bad faith of the Insured.**

2. The Policy will be indisputable after one year from the conclusion of the contract, unless the Policyholder has acted fraudulently or had knowledge of a pre-existing condition when the contract was signed that has not been stated in the Health Questionnaire.

#### **Jurisdiction.**

This contract is subject to Spanish jurisdiction and the competent Judge to deal with the actions derived from it will be that of the domicile of the Insured, who must always reside in Spain.

#### **Annual update of premiums**

AXA Seguros Generales may annually modify the amount of the premiums based on the technical-actuarial calculations made.

The update of the premium will make the necessary adjustments to guarantee that the premium rate is sufficient, according to reasonable actuarial assumptions, based on changes in the healthcare costs of the services covered by each policy, on the technological innovations that need to be incorporated in them and the accident rate, allowing AXA Seguros Generales to meet all the obligations stemming from the health insurance contracts and, in particular, to establish the appropriate technical provisions, in accordance with the legal system's Regulation and Supervision of Private Insurance.

In addition to the assumptions described in the preceding paragraphs, the premiums to be paid by the Policyholder will also vary at each renewal according to the new actuarial age of the Insured on that date, in accordance with the current rates of AXA Seguros Generales.

The Policyholder agrees to the premium variations that occur for the reasons indicated in this Article.

#### **Automatic revaluation of the sum insured for reimbursement of expenses**

The capitals and limits for reimbursement of expenses affected by this policy and only those listed in the Specific Conditions (in the section "Annual limits of covers specific to the policy", except in the case of the "travel assistance limit") will be automatically modified at each annual expiration, according to a percentage set in the Specific Conditions of the Policy, which will be applied to the capital or limit reached in the previous annuity, unless otherwise agreed.

#### **Expiration**

**The actions resulting from this contract will expire at the end of five years.**

## **Contract extension**

### **Reimbursement of expenses, processing and payment**

In case the services of the Medical Team arranged at the home of the Insured are not used, the Policyholder or the Insured will present the following documentation within a period of eight days of any urgent consultation of general medicine and paediatrics or nursing services:

- a) Expense reimbursement form duly filled out. It is essential that the part relating to the illness or accident be completed by the doctor attending the Insured, indicating the type of illness, the date it started, the tests performed and the treatment to be followed.

If the Insured does not have any expense reimbursement form, they will present a document signed by the Insured and the doctor, containing the data of both, together with the information indicated in the previous paragraph. The Insured will request expense reimbursement forms from AXA Seguros Generales in advance. These forms will be available on the Internet, on the AXA Seguros Generales website.

Each medical act will lead to the completion of an expense reimbursement form.

- b) Proof of being up to date with payment, if required.

AXA Seguros Generales will reimburse the corresponding amount, once all the documents and supporting documents indicated have been received and the claim accepted, within 15 working days.

## Payment protection cover

### Covered benefits

If any of the events subject to the coverage take place, AXA Seguros Generales guarantees to the Policyholder of the healthcare insurance contract signed with it that it will **pay the amount of the monthly instalment of the current insurance annuity** (assuming that the fee will be paid by quarters, semesters or year) **of the corresponding part of the AXA Seguros Generales insurance premium corresponding to all the persons included in the policy.**

This contract guarantees to the Policyholder/Insured that their monthly premiums will be paid **for every 30 consecutive days in which the insured is in a situation of unemployment or temporary disability based on the covered risk, to a maximum of six consecutive monthly payments.** In any case, the amount of the monthly payment for each policy will be that existing on the date the unemployment or temporary disability occurs to **a maximum of 360 euros per month.** The amount of the benefit will be paid to the Policyholder/Insured, after verification of the payment of the current premium by the latter.

Once the benefit has been exhausted in the course of one year, the Policyholder/Insured will not be entitled to a new benefit for this coverage, until a new situation of unemployment or temporary disability (new claim) occurs during the term of the contract and any of its extensions.

### Insured

**The Policyholder will have the status of Insured as long as they are over 18 years of age, under 65 and are working for pay in Spain for a minimum of 13 hours per week and are registered with Social Security, Mutual, Montepío or an analogous institution as determined by legislation.**

If there are several people included under the same health care policy like those indicated above (for example, because they are members of the same family unit), only the Policyholder of the insurance policy will have the status of Insured under this healthcare coverage. If any of the contingencies guaranteed by this cover occurs without warning to the Policyholder, AXA Seguros Generales will pay the corresponding premium of all Insured persons covered and included in the same policy.

### Covered situations

The situations to be covered are **alternatively** the following:

#### Unemployment

The legal unemployment situation of the healthcare Policyholder, who provides their services as an employee with an indefinite employment contract. **Civil servants are expressly excepted.** For the purposes of this contract, it is stated that the legal unemployment situation will only be guaranteed if **the Policyholder has signed an indefinite employment contract with an employer** at the time that the healthcare insurance contract is signed. If the employment contract is temporary, whatever its true nature, the Insured may not benefit from unemployment coverage but only and exclusively from temporary disability.

If the temporary contract is replaced by a duly accredited agreement between the parties (worker and employer) on an indefinite contract, the Policyholder will see the temporary disability coverage replaced by unemployment. The same consequence will occur if the social jurisdiction declares the indefinite nature of the contract for having fraudulently used the mechanism of temporary employment and the employer will sign an indefinite contract with the worker/policyholder. In this case, unemployment coverage will come into effect from the date the worker starts working indefinitely and accruing the right to benefits once the two-month waiting period for unemployment has been covered.

#### Temporary Disability

The legal temporary disability situation of the healthcare policyholder, who provides their services as an employee with a temporary employment contract or provides services on their own as a self-employed worker, as well as civil servants and generally all people who meet the necessary requirements to hold the condition of Insured by this certificate, cannot benefit from the unemployment cover.

#### Period between claims

In the event of several unemployment situations, the payment of new benefits will only proceed if the policyholder/insured by this certificate **has been their employed through an indefinite contract for a minimum period of six consecutive months.**

In the event of temporary disability situations subsequent to the first one, new benefits will be paid **if the Insured has been working for six months since the end of the last temporary disability if it is due to the same cause of disability, or for one month if it is due to a different cause.**

#### **Waiting Period**

The right to the benefits covered by this contract starts from taking out healthcare insurance, with the waiting periods mentioned below. A waiting period is understood to be that during which there is no right to compensation for the Insured if a claim is made. **Said period will be two months for an employment and one month for temporary disability.** No waiting period is applied for the event of temporary disability when resulting from an accident.

#### **Definitions and exclusions of the payment protection cover.**

##### **Unemployment:**

For the purposes of this contract, unemployment is the situation in which the Insured person's employment relationship is terminated or when said employment relationship is suspended by virtue of the employment regulation file or the working day is reduced by at least half for said cause. **In any case, those under 18 and those over 65 are excluded from unemployment coverage.**

Workers in any of the following situations are not considered to be in a situation of unemployment:

- a) When they **voluntarily cease** work, except for the causes provided for in Article 52 of the Workers' Statute.
- b) When **they have been fired and do not protest the business decision in a timely manner**, except for termination of the contract or dismissal based on the objective causes provided for in Article 52 of the Workers' Statute.
- c) When the dismissal is declared inadmissible or null by a firm Ruling and the date of return to work is communicated by the employer, such right is not exercised by the policyholder/insured or no use is made, where appropriate, of the actions provided for in current legislation.
- d) **When the workers do not request re-entry to the job if they have a choice between compensation and reinstatement**, or if they are on leave of absence and the period set by it expires.
- e) **When their contract is terminated due to what is declared an appropriate dismissal.**
- f) Permanent workers of a discontinuous nature in the periods in which they lack effective employment.

Likewise, the Insured is not entitled to the collection of Unemployment benefits in any of the following cases:

- a) If any situation of Unemployment occurs within the Waiting Period.
- b) If their working relationship was with a **company owned by their family up to the second degree of consanguinity or affinity**, as well as in cases in which the Insured or a relative of theirs up to the second degree of consanguinity or affinity was the Administrator of the company.
- c) When the **Insured is a partner of the employing company** with direct presence or representation in the Company's administrative bodies.
- d) If the **Insured rejects an alternative job offered by the same or another employer in accordance with their training, experience and located less than 50 kilometres from the workplace.**
- e) **If the severance pay consists of a life or temporary income**, from the moment of dismissal until the date on which the worker is entitled to receive the retirement pension.

##### **Temporary disability**

For the purposes of this contract, the temporary physical situation caused by illness or accident that determines the Insured's incapacity to perform their professional or work activity is called Temporary Disability. The illness or accident determining the temporary disability must occur when the insured person is working for pay in Spain. Said temporary disability must be diagnosed by the competent Social Security doctor or similar. The right to receive the benefits of the contract will cease once the Policyholder/Insured can resume their work, even partially, or when their status becomes one of permanent disability. **Claims resulting from any of the following circumstances will not be considered temporary disability:**

- a) **Leave for childbirth, abortion or maternity.**
- b) Surgical operations and medical treatments demanded by the Insured **exclusively for aesthetic reasons**, as long as they are not due to an accident, as well as injuries or illnesses caused voluntarily by the Insured.
- c) Those produced when the Insured is **under the influence of alcohol, toxic drugs or narcotics that are not medically prescribed; those that occur in case of mental disturbance or sleepwalking; those that occur in defiance, struggle or fighting, except in a proven case of legitimate defence; as well as those resulting from a criminal act committed by the Insured, declared in court.**
- d) Any illness, disease and injury of which the Insured had knowledge at the time of signing this contract and which has not been duly declared to the Insurer.
- e) **Back pain, unless there is evidence objectified by complementary medical studies (X-rays, scintigraphy, scans, CAT, etc.) and that are the cause of Temporary Disability.**
- f) **Headaches and mental or nervous diseases, even when there is medical evidence.**

### Incidents and claims

In the event of an accident or for any claim, the Insured must notify the customer service telephone number (+34 900 909 014 or +34 918 070 055). The Insured must provide the following supporting documentation for the incident:

1. Legible photocopy of the Spanish ID card (DNI).
2. Photocopy of the last indefinite employment contract on the date of the claim.
3. Certificate of working life from 30 days of the legal monthly unemployment date.
4. Letter of notification from the company explaining the termination of employment.
5. For unfair dismissal:
  - Without SMAC: Letter of notification from the company acknowledging the inadmissibility of the dismissal and including recognition of the compensation
  - Before the SMAC: copy of the Conciliation Act and the Ballot.
  - Before the Judge: copy of the Conciliation Act and copy of the request.
6. By employment regulation file:
  - Copia de la autorización administrativa para el expediente.
  - Copia de la comunicación de la Empresa al trabajador de que va a ser despedido.

The company may require documentation proving that the Insured is still unemployed or temporarily disabled at any time. Monthly benefits corresponding to said situations will not be paid if said required documentation is not provided by the Insured within 30 days from when it was required.

The rights of this payment protection cover will expire two years from the date of unemployment or sick leave.

### Obligations, Duties and Powers of the Policyholder or Insured

#### Premium Payments.

Premium receipts must be made effective by the Policyholder in the corresponding agreed maturities, for anticipated full annuities.

However, premiums may be established and paid through monthly receipts, with AXA applying the surcharges on the premium for instalment payments. The instalments do not release the Policyholder from the obligation to pay the entire annual premium except in the case of the death of the Insured, in which case AXA waives collection of the Insured's pending instalments of premiums to complete the annuity in progress.

The change in the division of the premium of this contract into instalments may only be modified on the annual expiration of the contract and by agreement of the parties, requesting it at least one month before expiration.

The first premium will be payable once the Contract is signed. If it has not been paid by the Policyholder, AXA has the right to terminate the Contract or to demand payment in an executive way based on the Policy, and if it has not been paid before the claim is made, AXA will have no obligation, except an agreement to the contrary.

The following premiums will be paid in the manner and conditions agreed. In the event of non-payment, the Contract coverage will be suspended one month after the expiration date of the receipt and the Contract terminated if AXA does not claim its amount within the following six months. During this period, AXA will not be responsible for any coverage.

In any case, when the Contract is terminated, AXA Seguros Generales can only demand payment of the premium for the current period.

If the Contract has not been terminated in accordance with the aforementioned conditions, the coverage will take effect again 24 hours on the day the Policyholder pays the premium.

When the contract has been terminated due to non-payment of the premium, the Policyholder must return the Individual Cards of the Insured persons to AXA Seguros Generales.

#### Direct debit of the payment of premiums.

The place to pay the premium will appear in the direct debit. The Policyholder will deliver to AXA the coded data of the bank account or savings book from which the payments for this insurance will be made, authorising the Bank to make them effective.

The premium will be understood to be paid upon maturity unless, when attempting to collect it within a period of one month from said date, there are not enough funds in the account of the person obliged to pay. In this case, AXA will notify the Policyholder that it has the receipt at its disposal at its address and the Policyholder will have to pay the premium plus bank

charges, commissions, etc. at said address that would have harmed the Insurance Company as a result of said non-payment.

### Other obligations

The Policyholder and, where appropriate, the Insured, have the following obligations:

- a) Declare to AXA, in accordance with the Health Questionnaire that it presents in any of the formats, all known circumstances that may influence the risk assessment; you will be released from this duty if AXA does not present you with a questionnaire or when there are circumstances that may influence the risk assessment and are not included in it, even if it is submitted.  
It also authorises AXA's medical services, in what refers to an accident or illness, to request all kinds of information that they consider necessary for assessing risk or for processing a claim.
- b) Notify AXA of the change of address as soon as possible. If said change involves an aggravation of risk, motivated by a higher cost of services in the new address, the amount of the future premium will be increased proportionally. If, on the other hand, it entails a reduction in risk, due to a lower cost of services at the new address, AXA must reduce the amount of the future premium proportionally. In these cases, AXA will issue a supplement to the Policy or will enter into a new Contract. In these circumstances, the Policyholder may opt for the new conditions or for the termination of the Contract and the return of the unused part of the premium.
- c) Notify AXA of the Insured Persons added to and removed from the Policy during the term of the Contract as soon as possible. Additions and changes will take effect on the first day of the month following the notification date, adapting the premium to the new situation. Cancellations must occur upon expiration of the policy provided that the Policyholder communicates it in writing signed with a copy of the Spanish ID number (DNI) one month before the expiration of the contract, except for the reasons for cancellation specified in the Insured Persons section of these General Conditions. Once the cancellation has been made, the amount of the premium will be adapted to the new situation.  
If the Policyholder notifies AXA of the withdrawal of one of the Insured Persons covered by the policy, AXA may cancel the policy and cancel the group insured under it, taking into account that the amount of the premium for this policy has been calculated based on the number of Insured Persons and the technical result of the contract.
- d) Reduce the consequences of the loss, using all possible means for prompt recovery. Failure to comply with this duty with the intention of harming or misleading AXA will release AXA from all benefits stemming from the claim.
- e) Facilitate the transfer of rights in favour of AXA. If the Insured is entitled to compensation from liable third parties, this right passes to AXA for the amount of compensation paid. In the event of the concurrence of AXA and the Insured against liable third parties, the compensation will be distributed proportionally.

## Clause on digital signature and electronic/telephone communication

### Information on digital signature

The Insurance Company may provide the Policyholder with recognised and/or advanced digital signature systems for use in signing this insurance contract, as well as for the execution of subsequent operations that are available electronically.

If recognised and/or advanced digital signature systems are available and used, both parties agree to complete this contract or any other subsequent operation available in this way. The recognised and/or advanced digital signature process may assign corresponding security elements, such as keys, codes or any other type of element that identifies the signer. It may also be carried out with the help of a Trusted Third Party in accordance with applicable regulations.

To properly manage the digital signature process, the Policyholder who uses it expressly authorises the Insurance Company to provide to the Trusted Third Party their email address and declared mobile phone number, for the sole purpose of enabling the creation of and sending the identification keys necessary for implementing the digital signature, as well as for sending the documentation to be signed and/or linked to the contractual relationship.

In this sense, and in accordance with the provisions of the applicable regulations, both parties acknowledge the full validity of the contracts and operations signed using digital signature systems, equating their validity for all purposes to the contracts and operations concluded by handwritten signature.

The Policyholder declares that the data provided throughout the contracting and signing process are true, genuine and complete and undertakes to notify the Insurance Company of any modification or change thereof, responding to any damages that a lack of veracity of the same may cause to the Insurance Company or third parties.

In the case of legal persons, the signatory declares that they have full powers and sufficient representation capacity to be able to enter a contract on behalf of the Policyholder. Likewise, the signatory declares that the data provided throughout the process are truthful, true and complete and undertakes to notify the Insurance Company of any modification or change thereof, responding to any damages or losses that a lack of veracity of the same may cause to the Insurance Company or

third parties. The Policyholder will inform the Insurance Company of any change that occurs in the legal representative for the proper management of the policy.

#### **Information on electronic communications**

The Insurance Company may provide the contractual documentation and periodic information on a durable medium to the Policyholder in their private space on the Customer Website, without prejudice to the fact that at any time during the contractual relationship the Policyholder may request said information on paper from the Insurance Company.

The Insurance Company may address the Policyholder by electronic means of communication such as email, mobile phone, private customer website, etc. for the receipt of those communications and notifications related to the management and information of this contract, such as renewal notices of the next annuities, as well as any other modification to their policy, periodic information, etc. Notwithstanding, at any time during the contractual relationship, the Policyholder may request this information on paper from the Insurance Company.

Email will be the means established by default to send contractual (non-commercial) communication to those Policyholders who have informed the Insurance Company of their email address. Said communication may be sent through a certified electronic communications system with legal validity and full legal effectiveness, which, where appropriate, will have the intervention of a Trusted Third Party in the terms established in the applicable regulations and will be considered received from the moment of its reception by the Policyholder and/or made available by the Insurance Company by the means described.

The communications or notifications delivered by these means may be requested by the Policyholder on paper or any other durable medium that is available, through the usual means of contact with the Company.

The Policyholder undertakes to notify the Insurance Company of any modification or change to the data provided in order to receive non-commercial electronic communications, responding to any damages that a lack of veracity of the same may cause to the Insurance Company or third parties.

At any time of the contractual relationship and by virtue of the legally conferred right, the Policyholder may request modification of the initially established distance communication technique, provided that such modification is technically possible and legally mandatory for the Insurance Company.

#### **Information on telephone communications**

The Insurance Company may record the conversations it has with Policyholders, Insured persons, contact persons or any other individual who calls the Company's telephone lines. These recordings may be used as evidence in any claim that may arise between both parties, as well as to verify the quality of the services provided by the Insurance Company.

Where appropriate, the Policyholder will inform the users of the insurance policy that the Insurance Company may record telephone conversations for said purposes. The other person speaking on the call may ask the Company to provide them with a copy of the content of these conversations that have been recorded between them.

### **Personal data processing**

Pursuant to the General Data Protection Regulation, AXA SEGUROS GENERALES, S.A. DE SEGUROS Y REASEGUROS processes your personal data in accordance with the purposes laid out in the Privacy Policy published on the website <https://www.axa.es/acerca-axa/enlaces-politica-de-privacidad>, where you can also view other privacy information. You may exercise your rights of access, rectification, deletion, opposition, revocation of consent, portability and limitation of processing by contacting [buzon.lop@axa.es](mailto:buzon.lop@axa.es).

Document with no contractual validity