# It's reassuring to have everything taken care of

**DKV Protección Familiar** General Conditions



### Insurance Policy **DKV Protección Familiar**

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Fully paid-up share capital: 66 110 000 euros

DKV Seguros y Reaseguros, S.A.E., registered in the Special Register of the Directorate-General for Insurance and Pension Funds by M.O. dated 12 July 1956. Registered Office: Torre DKV, Avda. María Zambrano, 31 - 50018 Zaragoza (Spain). Company Register of Zaragoza, volume 1,711, folio 214, sheet No. Z-15,152. Tax ID A-50004209.

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DKV Seguros has an experienced team of experts in the areas of Home and Funerals. This means we can see to your needs as well as possible, whilst continually working to adapt our products to the evolving demands of the market. We want to continue looking after you and your surroundings, and are here for you at the times you need us most.

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DKV Seguros will provide this document to all who request it for its analysis and consultation, even without there being a commitment to contracting in order to contribute to the clarity and transparency of information of DKV Seguros and the insurance industry in general.

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# We answer your questions

These general conditions will help you to fully understand the contract that you sign with DKV Seguros when you accept this insurance policy.

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

In this chapter, we aim to give a clear and simple response to some of the most frequently asked questions we receive from our policyholders. We hope you find it useful.

#### About the contract

#### What are the conditions exactly?

The 'general conditions' and/or 'particular conditions' group together the rights and obligations of DKV Seguros and those of the insured person or the person that takes out the insurance policy.

#### What documents do I receive when I take out the insurance policy?

The conditions of the contract. established in the general and particular conditions. You should check whether your personal information has been correctly included and inform us, through your agent or accredited DKV Seguros mediator, of any error you detect.

#### Which risks are covered in the policy? Specifically those stated in the particular conditions.

These are explained in detail in the general conditions.

#### What do I have to do with this documentation?

Sign the particular and general conditions, keep them, and send us a signed copy.

If you have any queries, please do not hesitate to contact us. We will be happy to help you.

#### Do I need to request the renewal of the contract?

The contract is renewed automatically every year. You do not need to confirm the renewal.

However, you can cancel the contract if you communicate it in a demonstrable way at least one (1) month before its expiry date.

In single premium modality policies the contract is lifelong.

### What are your rights regarding privacy of personal data?

In accordance with articles 12 to 22 of EU General Data Protection Regulation 2016/679, DKV Seguros is expressly authorised to request, process and transfer the personal details of the policyholder and the insured to companies within its insurance group. The legal basis that makes data processing legal is your contractual relationship with DKV Seguros, as well as the legal obligations to which we are held by our sectorial regulation.

With respect to the insured's details, these will only be transferred to third parties when it is necessary to provide health care or insurance services. Furthermore, DKV Seguros is authorised to send information on products and services related to health and well-being to the policyholder and the insured (over the age of 18), as well as on any initiatives that may be of interest.

We have adopted all the technical and organisational security measures required to protect the privacy and integrity of information, and avoid any alterations, losses or unauthorised access to your information. We also perform periodical checks to verify compliance in this respect.

We will retain your personal data throughout the term of the contractual relationship, and once it has been terminated when data processing is required to attend to any potential responsibilities or claims derived from the relationship held, and in compliance with legal regulations in force. As a general rule, once the contractual relationship has been terminated, we will keep the information for seven years, and will proceed to delete it in full once this period has elapsed.

You can exercise your privacy rights by writing to DKV Seguros, Torre DKV, Avenida María Zambrano, 31 (50018 Zaragoza), identifying yourself with your full name and a photocopy of vour ID document, or by registering in the customer area on www. dkvseguros.com. You can find more detailed information on your privacy rights in the privacy policy section on the website, and in the document provided to you alongside your contractual documentation. If you would like more information, or have any questions regarding your privacy rights, you can also get in touch with our Data Protection Officer by emailing dpogrupodkv@dkvseguros.es. If you are not satisfied with the assistance provided regarding your rights to information, you can also write to the Spanish Data Protection Agency at Calle Jorge Juan, 6 (28001 Madrid), or by calling 901 100 099.

#### How important is the health declaration and informing your personal information when applying for the insurance?

The contract is made according to your declarations, so the answers should be precise.

If they do not correspond to the real situation, it may, at a later date, result in no compensation being paid.

#### About the provisions

#### How can I communicate the provision request?

In the event of a death, call the number that appears on the insurance premium receipt, or 976 506 009.

In the event of a hospital admission, you should present the hospital admission certificate.

In the event of an accident, you should present the appropriate documentation related to the accident and the resulting physical consequences to the insured.

If you require assistance, you should contact 976 506 009.

In any case, if you have any doubts, get in touch with DKV Seguros by calling 976 506 000, or with your agent or broker. We'll be happy to help.

#### What are the excluded risks?

In 'Hospitalisation' or 'Accident' coverage, these are the illnesses or accidents that are not covered in the policy and that, therefore, do not grant the right to a financial provision.

The excluded risks are agreed with you when signing the policy, and they are highlighted in the contract in bold type.

#### About personal data

#### What happens if I change my address, telephone number, etc.?

You should notify us of any change as soon as possible. For instance, if you move to another town or city, you may need to adjust the capital insured in your policy.

#### About the payment of the insurance

#### How much does the insurance premium increase by?

The premiums are revalued depending on the frequency and percentages indicated in the particular conditions. This adjustment is made to avoid the loss of value over time with respect to the cost of the services, both to the capital insured in the policy and the corresponding premium for the contracted provision for the funeral

service, the regulatory provision and the additional provision for extra funeral expenses, if contracted.

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

Whenever the insured sum is increased, the premium will be updated to compensate the loss of value in time.

#### Can I pay in instalments?

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

In Single Premium policies there is a single premium payment at the beginning of the contract.

# What happens if an insurance premium is not paid?

The coverage does not take effect until the first premium bill is made.

For the following bills, you have a period of one month to make the payment.

Once this has elapsed, the contract is suspended.

# Suggestions and complaints

# What can I do to file a suggestion or a complaint?

You can submit it in writing to any of our branches or to the Customer Protection service.

For this purpose, you can write to the registered office of DKV Seguros: Torre DKV, Avda. María Zambrano, 31 (50018 Zaragoza), or by email: defensacliente@dkvseguros.es.

You can also call the phone number 976 506 000 for our Customer Services.

You can also send it to the Complaints Service of the Directorate-General for Insurance and Pension Funds: Paseo de la Castellana 44, (28046 Madrid).

In this case, a complaint must have been forwarded beforehand to Customer Services. (see more detailed information on the procedure to be followed in the section 'Preliminary Clause').

# General conditions

# 1. Preliminary clause

This contract is subject to Insurance Contract Act 50/1980, of 8 October.

The control of the insurance activity of DKV Seguros y Reaseguros, S.A.E. (hereinafter, DKV Seguros), with registered offices at Torre DKV, Avda. María Zambrano, 31, 50018 Zaragoza, corresponds to the Kingdom of Spain and, in particular, to the Ministry of Economy via the Directorate-General for Insurance and Pension Funds.

The contract consists of the following documents:

- > Preliminary insurance information document (insurance application)
- > Health declaration (except in the single premium modality)
- > General conditions
- > The particular conditions
- > The special conditions (where applicable)

> The supplements or appendices

The transcriptions or references to laws do not require express acceptance, as they are compulsory in any case.

For the resolution of any conflicts that may arise with DKV Seguros, the policyholders, beneficiaries, affected third parties or representatives of any of these can lodge their complaint in the following ways:

At any of the DKV Seguros branches, with the Customer Protection Service of DKV Seguros or through our Customer Services

Claims can also be sent by mail or to the address of the DKV Seguros **Customer Protection Service:** Torre DKV, Avenida María Zambrano, 31, 50018 Zaragoza, or by email: defensacliente@dkvseguros.es or by calling the following phone number: 976 506 000 for our Customer Services.

The customer can choose the form in which they wish to receive a response, and indicate the address to which responses can be sent. The claim will be processed in writing, if no other way has been previously specified, within a maximum of two months. Customers can consult the company's Customer Services Regulation in DKV Seguros branches.

After a two-month period has elapsed, if the customer disagrees with the proposed solution, s/he may contact the Claims Service of the Directorate-General for Insurance and Pension Funds, which is located at Paseo de la Castellana 44, 28046 Madrid.

Once confirmed in advance with DKV Seguros, administrative proceedings can be initiated.

Without prejudice to any previous claim, the customer may also bring a legal claim before the corresponding Courts.

# 2. Basic concepts. **Definitions**

For the purpose of this contract, the following terms have been defined:

#### Δ

#### Accident

Any injury to the body suffered from an external, violent or sudden cause against the will of the insured person.

#### Actuarial age

The age of each insured person on his/ her closest birthday (past or future) to the effective date or the policy renewal date.

#### Automatic revaluation

A system by means of which the insured sum and premium are increased annually according to the percentage agreed in the particular conditions of the policy.

#### B

#### **Beneficiary**

The individual or legal entity designated in the particular conditions that is entitled to the guaranteed provisions.

#### Claim event

The occurrence of an event covered in the contract and whose consequences may be covered by the policy. An event that may result in the insured person or beneficiary receiving compensation.

#### F

#### **Exceptional burial expenses**

These are the expenses that are difficult to substantiate related to a death, such as travel (taxis, trains, etc.), accommodation (hotels, boarding houses, etc.), maintenance (restaurants, etc.), communications

and general assistance to the deceased's relatives.

#### Н

#### Health questionnaire or declaration

Question sheet that forms an integral part of the insurance policy made available to the policyholder and/ or insured by DKV Seguros, whose aim is to determine his/her state of health, in addition to discovering the circumstances that could influence the evaluation of the risk and the contracting of the policy.

#### Hospitalisation

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

#### Ι

#### Illness

Medically confirmed alteration of health, not resulting from an accident.

# Insurance application or preliminary information document

In addition to preliminary information and the data protection policy, it includes a health status questionnaire provided by DKV Seguros in which the insurance policyholder describes the risk that s/he wishes to insure, with

all the circumstances known to him and which can have an impact on the assessment of the above-mentioned risk. Honest answers are required to the questions established by DKV Seguros.

#### **Insured**

The person covered by the contracted insurance policy.

#### Insurer

DKV Seguros y Reaseguros, S.A.E.

#### L

#### Level premium

Modality which consists of paying, while the policy is effective, the same premium as the previous year revalued by the percentage indicated in the particular conditions. The first annual level premium will be that corresponding to the insured person, by applying the rate for his/her age at that time.

#### P

#### **Policy**

This is the insurance contract; the document that contains the general conditions, the particular conditions, the special conditions and the supplements or appendices that are added to complete or modify it.

The insurance application form and the health declaration are also part of the policy.

#### Policyholder

The individual or institution that signs this contract with DKV Seguros and that, by doing so, accepts the obligations that are established therein, except for those which, due to their nature, must be fulfilled by the insured person.

#### Pre-existing condition

A condition which, from a medical point of view, already existed before taking out the insurance policy or being included therein.

#### Premium

This is the price of the insurance. The bill also includes the surcharges and taxes that are legally applicable.



#### Qualifying period

The period of time from the date the policy enters into force during which some coverage included in the policy does not take effect.

#### R

#### Renewable annual premium

Mixed modality, in which insured persons up to 70 years old pay a premium that is renewed annually depending on the age at each renewal. The new annual premium is applied to the benefits guaranteed for each year. When the insured reaches the age of 71, the policy becomes a level premium, adjusted annually by the percentage indicated in the particular conditions.



#### Semi-natural premium

Mixed modality, in which insured persons up to 66 years old pay a premium that is renewed every 5 years depending on the age of the insured person at each 5-year renewal. The new premium is applied to the benefits guaranteed for each year.

When the insured person reaches the age bracket between 67 and 71, the policy becomes a level premium, adjusted annually by the percentage indicated in the particular conditions.

#### Single premium

Modality that consists of taking out a guaranteed insurance capital that is revalued annually until the death of the insured, by means of a single payment at the beginning of the contract.

#### Successor-in-title

Individual or legal entity that acquires a right or an obligation from another person (called the author or originator). The term is especially applied to inheritances.

# 3. Funeral Insurance Coverage

#### Object of the insurance policy and Territorial scope

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

If the expenses, as a whole, for the provision of the service are lower than the insured sum, DKV Seguros will pays the amount that corresponds to the totality of the insured capital to the policyholder or, failing that, to the rightful heirs.

In the event that DKV Seguros is unable to provide the service due to reasons beyond its control, force majeure, or because the service is being undertaken through different means to those offered by the insurer, DKV Seguros shall be liable to pay the insured amount to the heirs of the deceased, but shall not be held

accountable for the quality of the services rendered.

In the event that more than one funeral insurance policy is held in DKV Seguros, the insurer shall be liable, at the request of the policyholder, to return the premiums paid on the policy it has decided to cancel since the start of the concurrence.

In the event of death, if more than one funeral insurance policy is held in different insurance companies, the insurer that is unable to meet its obligation to render the funeral services under the terms and conditions set forth in the contract shall be obliged to pay the insured sum to the heirs of the insured deceased.

If other coverage has been contracted, the contract may guarantee a daily income either in the form of a compensation payment or the provision of a care service.

# 4. Risks covered

#### 4.1 Provision of the service

The services covered referring to the funeral service as well as the established insured capital are set out in the particular conditions of the policy.

Compulsory contractual coverage.

#### Insurable persons

People of 70 years of age or under on the date of taking out this policy and who do not suffer a serious illness, unless otherwise agreed in the particular conditions.

In single premium policies people over 70 can be insured without any age limit.

#### Application regulations. Limits of the coverage

The funeral service described in the particular conditions corresponds to the catalogue for your present address.

At the request of the relatives, this service may be held without any religious symbols.

The service described in the particular conditions is illustrative; therefore, it may be provided as described, extended or some elements may be replaced for others, depending on the conditions of each funeral parlour.

In any case, and even if the policyholder or relatives opt to modify all or some of the components of service or renounce them, the quantity corresponding to DKV Seguros will be, at most, the total of the insured capital.

In addition, a special burial service is guaranteed in the event of amputations of limbs, which any insured person may suffer during the validity of the policy.

In the event of the death of children of individuals covered by this policy during pregnancy and up to thirty days of age, DKV Seguros guarantees the provision of a special funeral service, adapted to the circumstances, in the town where the death occurred or in that of the family residence specified in the policy. After thirty days of age, the children must be insured to be entitled to the services contracted in this policy.

This special service for the foetus or infant includes, besides the habitual funeral services for these cases, the funeral expenses in a niche or simple temporary grave in the municipality of the residence, or the cremation expenses in the crematorium closest to the place of death or the home of the insured person. In any case, the maximum cost of this service cannot exceed the amount of the insured sum stipulated in the particular conditions of the policy for the item 'Provision of the service'

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

If an inexact age is given, the policyholder will repay or receive the difference existing between the paid premiums and those that would have resulted from applying the correct age. If the age indicated by the policyholder or the insured on the date of taking out the policy were not correct and were higher than the limit for taking out this policy, the contract will be null and void.

A refund of the premiums paid will be made with a deduction for internal and external administration expenses.

DKV Seguros reserves the right to demand written proof of the insured person's age and circumstances of death.

#### Rules for processing a claim

In the event of the death of an insured person, the insurer must be notified of the death on the telephone number that is indicated in the corresponding premium bills. The place of death shall also be notified.

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

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

In cases where DKV Seguros does not manage the funeral service or it is not possible for reasons of force majeure, DKV Seguros will pay the amount up to the maximum limit of the insured capital to the legal heirs.

# 4.2 Complementary or Regulatory Provision

Compulsory contractual coverage, unless agreed otherwise. Not applicable to policies with a single premium.

If the particular conditions of the policy include the Complementary or Regulatory Provision, this will be dedicated to covering a higher cost of the service up to its limit or the funeral elements not foreseen in the description of the service, either at the request of the insured person or his/her relatives, or due to force majeure.

The sections described in the previous guarantee ('4.1 Provision of the Service') referring to insurable persons, application rules, limits of coverage and rules for dealing with a claim are all applicable to the guarantee 'Complementary or Regulatory provision'.

# 4.3 Additional Provision for exceptional funeral expenses

Optional contractual coverage.

This provision will cover the additional funeral expenses related to the death, such as travel (taxis, trains, etc.), accommodation (hotels, boarding houses, etc.), maintenance (restaurants, etc.) telephones, and general assistance to the deceased's relatives.

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

Other common regulations for 'Provision of the Service', 'Complementary or Regulatory Provision' and 'Additional Provision for funeral expenses'.

# Automatic revaluation of the insured capital and premiums

In order to avoid the loss of value of the insured capital over time regarding the evolution of the future cost of the services, the capital insured in the policy, as well as the corresponding premium for the contracted funeral service, regulatory provision and additional provision for funeral expenses, will be directly adjusted according to the frequency and percentage indicated in the particular conditions of the policy.

#### Modifications of the contract

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

The policyholder must inform DKV Seguros of changes of address, either within the area where s/he currently resides in to a different area. In the latter case, it will adapt the contract to the existing funeral services in this area within fifteen days following the move, with the corresponding premium adjustment.

#### Duration of the contract

The present insurance contract is taken out for the period of one year. At the conclusion of this period it will be tacitly extended for a further year and so on, unless the policyholder or the insured wish to terminate it. In this case, vou must communicate vour decision in writing to DKV Seguros in a verifiable way, through a written notification, at least one (1) month in advance of the insurance termination date.

Cancelling the contract on the expiry date is the policyholder or the insured person's decision alone. Therefore, DKV Seguros has the obligation to renew the contract provided that it is fully up to date with premium payments.

In the single premium policies, the duration of the contract is established as until the death of the insured person that appears in the policy.

#### Insurance premium. Contract modalities

The insurance premium for the guarantees of 'Provision of the Service', 'Complementary or Regulatory Provision' and 'Additional Provision for funeral expenses' can be taken out in one of the following modalities:

#### Modality 1. Semi-natural premium

The insurance premium for the guarantees of 'Provision of the Service', 'Complementary or Regulatory Provision' and 'Additional Provision for funeral expenses' is based on a mixed system depending on the insured person's age:

> For an insured person up to 66 years of age, the insurance premium is renewed in five-year periods with an annual revaluation both for the amount of provisions contracted and for the premiums.

- > The first premium is calculated according to the amount of the benefits contracted and the age of the insured.
- > The successive annual premiums, until completing the five-year period, are adjusted annually with respect to the previous one by the percentage indicated in the particular conditions.
- > At the end of the five-year period, another five-year cycle begins in which the first yearly premium will be that corresponding to the insured person applying the rate for his/her age at that time.
- > When the five-year period ends and the age of the insured person is between 67 and 71, the policy becomes a level policy model, which consists in paying, while the policy is effective, the same premium as the previous year adjusted by the percentage indicated in the particular conditions.
- > The first annual level premium will be that corresponding to the insured person, by applying the rate for his/her age at that time.
- > If the insured capital is increased by a higher amount than that stated in the previous paragraph, the premium corresponding to such an increase would be calculated applying the

corresponding rate for the insured person's age at that time.

#### Modality 2. Level premium

The insurance premium for the guarantees of 'Provision of the Service', 'Complementary or Regulatory Provision' and 'Additional Provision for funeral expenses' in this modality is based on a funeral insurance with lifelong payments of premiums adjusted annually, both for the premiums and for the amount of the provisions.

This type of insurance consists in paying, while the policy is effective, the same premium as the previous year adjusted by the percentage indicated in the particular conditions.

The first annual premium will be that corresponding to the insured person, by applying the rate for his/her age at that time.

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

#### Modality 3. Renewable annual premium

The insurance premium for the guarantees of 'Provision of the Service', 'Complementary or Regulatory Provision' and 'Additional Provision for funeral expenses' is based on a mixed system depending on the insured person's age:

- > For an insured person up to the age of 70, the insurance policy is renewable annually with an annual revaluation of premiums and insured capital.
- > The first premium is calculated according to the insured capital and the insured person's age.
- > The successive annual premiums are based on the adjusted capital in the percentage indicated in the particular conditions, applying the corresponding rate for the insured person's age at that time.
- > When the annual period ends and the age of the insured person is 71, the policy becomes a level policy model, which consists in paying, while the policy is effective, the same premium as the previous year adjusted by the percentage indicated in the particular conditions.

- > The first annual level premium will be that corresponding to the insured person, by applying the rate for his/her age at that time.
- > If the insured capital is increased by a higher amount than that stated in the previous paragraph, the premium corresponding to such an increase would be calculated applying the corresponding rate for the insured person's age at that time.

#### Modality 4. Single premium

The insurance premium for the guarantee of 'Provision of Service' in this modality is based on a funeral insurance of lifelong coverage with a single payment, with the amount corresponding to the service adjusted annually by the percentage indicated in the particular conditions.

The premium will be that corresponding to the insured person, applying the rate for his/her age on the effective date of the policy.

In the four modalities indicated. the insured person's actuarial age is used for contractual effects and to establish a premium. This is the age corresponding to the closest birthday on the effective date or date of renewal

#### Effects of an increase in capital

# Modalities 1, 2 and 3. Semi-natural Premium, Level Premium and Renewable Annual Premium

If the value of the contracted service suffers some variation in such a way that it is higher than the value of the provision of the service plus the value of the complementary or regulatory provision, DKV Seguros will increase the amount of the provisions by adjusting the amount for Provision of the Service to the real amount of the contracted service.

This increase in the provision will contain the subsequent increase in the premium, which will be determined by multiplying the increase in value of the provisions by the corresponding rate for the insured person's age at that time.

DKV Seguros will inform the policyholder of the modifications incurred, indicating the new amount of the provisions and the new premium.

#### Modality 4. Single premium

The insured capital in this policy is revalued annually by the percentage stated in the particular conditions of the insurance policy.

However, if the actual value of the contracted service suffers any variation, in such a way that it is higher than the insured capital for the provision of service by 10% or more, DKV Seguros will inform the policyholder of this circumstance and will recommend an increase of the capital in order to keep policy up to date and to ensure the full provision of the service described.

Updating the insured capital for the provision of the service will result in the issuing of a supplementary bill of a single premium, which will be calculated by multiplying the increase in the value of the provisions by the corresponding rate, according to the insured person's age at that time.

In any case, the policyholder may choose to update the policy's insured capital or maintain the previous one. In the latter case, the funeral expenses payable by DKV Seguros will be modified, in the case of a claim, to the maximum limit of the insured capital stated in the policy on the date of death.

#### 4.4 Transfer

#### 4.4.1 Free choice of cemetery

Transfer is defined as the movement of the deceased to a cemetery in a different area to that in which the death occurred.

This coverage cannot be cancelled, unless otherwise agreed.

#### Application regulations. Limits of the coverage

DKV Seguros will cover the cost of the preparation and transfer of the deceased from the place where the death took place to the crematorium or cemetery freely chosen by his/her relatives, provided that these facilities are located within Spain.

This transfer will be performed provided that the competent authorities do not present any obstructions and it is carried out by a funeral parlour duly authorised by DKV Seguros.

When the death occurs abroad, the coverage will be valid provided that the time spent abroad did not exceed 60 days per trip or journey. The effect of this coverage is subject to taking out the Asistencia cover.

For the transfer, DKV Seguros will make use of the full insured capital per person, with the exception of the provision for additional funeral costs, to cover the preparation. transportation and burial of the deceased and the corresponding funeral service

If the sum of the costs of the transfer and the set of services contracted are higher than the insured capital per person, DKV Seguros will make up the difference.

In this case, no amount of money will be paid in substitution for elements of the service not provided due to the relatives' wishes or due to force majeure. So that the risks of transfer are valued in agreement with statistical experience and the average cost, no insured capital is specified for this coverage.

In the event that the transfer is not required or the relatives have not demonstrably requested it at the appropriate time, no compensation will be due for this item.

#### The insurance premium for the transfer guarantee. Free choice of cemetery

For the calculation of this guarantee, the insurer has had to technically estimate an average transfer amount according to their experience.

If this average amount of transfer varies substantially in terms of future prices, the insurer will adjust the premium in the following annual renewal to guarantee the sufficiency principle of premiums.

DKV Seguros must inform the policyholder of the modifications produced in advance, indicating the new premium.

In the event that the new premium is not acceptable, the policyholder may cancel the contract when it expires.

If the single premium modality is taken out, the premium applied for the transfer will be valid for the full duration of the policy, without the possibility of a subsequent revision.

# 4.4.2 Repatriation of foreign residents in Spain

This coverage cannot be taken out, nor will it be valid, for the single premium modality.

In the event of the death of any insured foreign national, who was a resident in Spain, and at the express wish of his/her relatives, DKV Seguros will organise and cover the costs of the transport and repatriation of the body from the place of death in Spain, to the closest international airport to the place of burial in the deceased's country of origin.

DKV Seguros will cover all the transport costs, all the formalities required and the payment of the necessary preparation costs and coffin in order to carry out the repatriation.

The effect of this coverage is subject to taking out the Worldwide Assistance Cover.

### Companion in case of transfer due to death

In case of repatriation due to death as previously described, the relatives of the insured person (spouse, first degree ascendant or descendant, brother or sister) can designate one (1) person who will be entitled to a return ticket (economy class plane ticket, or first class train ticket) from the country of origin to Spain or vice versa, to accompany the deceased from the place where the death occurred to the closest international airport to the place of burial in the insured person's country of origin.

#### **Exclusions**

The provisions that have not been requested from the company and which have not been carried out with their consent will be excluded from the guarantee of 'Transfer. Repatriation of foreign residents in Spain', unless in cases of duly demonstrated force majeure or material impossibility.

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

Furthermore, the following are excluded:

- > Claims derived from nuclear radiation or radioactivity, as well as claims that occurred in the event of wars, demonstrations and mass protests, acts of terrorism and sabotage, strikes, criminal acts, or restrictions to free movement, unless the death can be demonstrated to be unrelated to such events
- > Accidents occurring from the practice of high-risk sports (paragliding, mountaineering, etc.), official sports competitions, or competitions whose organisation and participation in which, despite being private, are beyond that legally permitted for this type of event. This section includes training or trials and bets
- > Death due to suicide or as a consequence of intentional injuries made by the insured person to his or her self

#### 4.5 Hospitalisation

If coverage for 'Hospitalisation due to any cause' is taken out, it must appear in the particular conditions of the policy.

During a maximum term of 365 days, DKV Seguros guarantees the insured

person the payment of the daily income determined in the particular conditions of the policy, when s/he is hospitalised due to any illness or accident covered by this policy.

**Provision for childbirth:** For each newborn child, with a minimum gestation period of six months. whose mother has been insured in this guarantee for over eight months, DKV Seguros will make a single compensation payment equivalent to three times the guaranteed daily amount for cases of hospitalisation, provided that this guarantee has been taken out

Provision for adoption: The same conditions and level of benefit apply to insured mothers in the case of adoption, provided the adoption process had begun after the first eight months of the policy's validity.

Additional provision for childbirth or **adoption:** Provided that the previously described conditions for the payment of the provision for childbirth are fulfilled, DKV Seguros guarantees the payment of an additional provision of an identical amount to that described above whenever the newborn or adopted baby is included as an insured person in the policy within the maximum term of 6 months from the date of birth or adoption. This will be carried out if the policy is fully paid to date.

The compensation in cases of hospitalisation due to illnesses or complications derived from pregnancy, abortion, childbirth and puerperium will be of a maximum of seven days per gestation process. It is necessary to have taken out the guarantee of hospitalisation care and for a qualifying period of eight months to have elapsed.

#### Insurable persons

People with an actuarial age between 0 and 65 on the date of taking out the hospitalisation coverage in this policy are accepted.

In any case, unless agreed otherwise, this cover will end during the annual period in which the insured person turns 70.

# Application regulations. Limits of the coverage

- a) The compensation will be due for the days in which the insured person is hospitalised. The insured person must require and receive appropriate medical care for the condition affecting him/her.
- b) The admission to the hospital centre will be for a stay of more than 24 hours, with a medical prescription and for diagnostic or therapeutic purposes.

- c) In the event that the insured person is subject to new periods of hospitalisation for the same cause or for medical causes directly related to the previous stay, the new periods of hospitalisation are considered for all purposes as a continuation of the initial stay. With regard to compensation, the sum of every stay must not exceed the maximum limits stipulated in the particular conditions. DKV Seguros will not apply, under any circumstances, the previous clause if over six months had elapsed between the date of discharge of one period and the date of admission of the consecutive period.
- d) The amount of the daily compensation will be that stipulated in the particular conditions, even in the event that the hospital admission is due to several ailments or several surgical operations being carried out at the same time.

#### Regulations for processing a claim

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

> A certificate of the stay in hospital and a medical discharge report from the hospital > If the stay exceeds seven days, a medical report must be sent to DKV Seguros stating the centre that the insured person has been admitted to and the reason for admission

#### 4.6 Accidents

If coverage for 'Death and Permanent Disability due to Accident' is taken out, it must appear in the particular conditions of the policy.

DKV Seguros guarantees the payment of the compensation agreed in the particular conditions for death or permanent disability due to an accident suffered by the insured person while carrying out his/her professional activity or during his/her private life.

The disability must be determined and demonstrated within a one-year period from the date of the accident and be a consequence solely of this accident.

#### Insurable persons

People aged between 14 and 65 years of age on the date of taking out this policy are accepted. In any case, unless agreed otherwise, this cover will end during the annual period in which the insured person turns 65.

#### Application regulations, Limits of the coverage

In case of death due to accident, the beneficiary will be considered as the person designated as such in the policy or a subsequent written statement or will.

In the event that no individual has been expressly designated, the insured person's spouse will be considered to be the beneficiary, or otherwise his/her children in equal parts, or legal heirs, also in equal parts.

In the event that the beneficiary deceitfully provoked the claim, the designation made in his/her favour will be null and void. The compensation will correspond to the policyholder or otherwise to his/her legal heirs.

For the case of permanent disability due to an accident, the beneficiary is the insured person. The payment of the compensation will be determined according to a scale depending on the degree of disability, taking as a base the table of percentages below.

The compensation levels included in the following tables are expressed as a percentage of the insured capital established for the Permanent Disability cover in the particular conditions, depending on the resulting consequences.

# Rules for determining the percentage degree of Permanent Disability

- 1. In cases that are not already indicated, such as the partial loss of limbs, the degree of disability will be determined in proportion to its severity compared with those specified.
- 2. In the event that the insured simultaneously loses multiple organs or limbs, the degree of disability will be determined adding the respective evaluations without, under any circumstances, the total exceeding 100% of the total capital established in the Particular Conditions for the coverage of Total and Permanent Disability.
- 3. If an accident affects an organ or a limb that already presented a physical or functional defect prior to the accident, the degree of disability will be determined according to the difference between the pre-existing degree and that resulting from the accident.
- **4.** If the insured person is left handed, the percentages for the disability of the superior right limb will be applied to the superior left limb and vice versa.
- **5.** The total and permanent functional loss of use of the limb is comparable to its total loss.

**6.** If, after the payment of the compensation for Permanent Disability has been made, the insured person dies as a consequence of this accident, within one year of this occurring, DKV Seguros will pay the difference between the compensation already paid out and that guaranteed for death, if this is higher.

If it were the contrary, no reimbursement would be due from the beneficiary.

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

#### Regulations for processing a claim

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

- a) Certificate from the doctor who attended to the deceased detailing the causes and circumstances of the death.
- **b)** Certificate of the registration of the insured person's death in the corresponding Civil Registry.

#### Total & permanent disability is considered to be:

Total loss or total and permanent functional incapacity of both arms or hands, legs or feet, or of an arm and a foot, or of an arm and a leg, or of a hand and a foot	100%
Total and incurable mental derangement	100%
Total blindness or complete paralysis	100%
Total loss of movement of the whole spinal column, with or without neurological manifestations	100%

#### Partial permanent disability is considered to be:

Total loss of the right arm or of the right hand	60%
Total loss of the left arm or of the left hand	50%
Total loss of the movement of the right shoulder	25%
Total loss of the movement of the left shoulder	20%
Total loss of the movement of the right elbow	20%
Total loss of the movement of the left elbow	15%
Total loss of the movement of the right wrist	20%
Total loss of the movement of the left wrist	15%
Total loss of the right thumb and index finger	30%
Total loss of the left thumb and index finger	30%
Total loss of three fingers, including the thumb or the index finger of the right hand	35%
Total loss of three fingers, including the thumb or the index finger of the left hand	30%
Total loss of three fingers that are not the right thumb or index finger	25%
Total loss of three fingers that are not the left thumb or index finger	20%
Total loss of the right thumb and of another finger that is not the index finger of the right hand	30%
Total loss of the left thumb and of another finger that is not the index finger of the left hand	25%
Total loss of the right index finger and of another finger that is not the thumb of the right hand	20%
Total loss of the left index finger and of another finger that is not the thumb of the left hand	17%
Total loss only of the right thumb	22%
Total loss only of the left thumb	18%
Total loss only of the right index finger	15%
Total loss only of the left index finger	12%
Total loss of the right middle finger, ring finger or little finger	10%
Total loss of the left middle finger, ring finger or little finger	8 %

Total loss of two of the aforementioned right fingers	15%
Total loss of two of the aforementioned left fingers	12%
Total loss of a leg or amputation above the knee	50%
Total loss of a leg below the knee or the amputation of a foot	40%
Partial amputation of a foot, including all the toes	40%
Loss of movement of the subtalar joint	10%
Complete loss of movement of the instep of a foot	20%
Total loss of the big toe of a foot	10%
Non-union fracture of a leg or a foot	25%
Non-union fracture of a kneecap	20%
Total loss of movement of a hip or of a knee	20%
Reduction of at least five centimetres of a lower limb (the total anatomical loss of a metatarsal is equivalent to the loss of the third phalanx of the corresponding toe)	15%
Total loss of one of the other toes	5 %
Complete loss of movement of the cervical spine, with or without neurological manifestations	33%
Complete loss of movement of the dorsal spine, with or without neurological manifestations	33%
Complete loss of movement of the lumbar spine, with or without neurological manifestations	33%
Total loss of an eye or decrease to half of the binocular vision	30%
If vision in the other eye was lost before the accident	50%
Complete deafness in both ears	40%
Complete deafness in one ear	10%
If deafness in the other ear already existed before the accident	20%
Total loss in one ear	7.5 %
Total loss in both ears	15%
Deformation or deviation of the nasal partition that prevents normal breathing	5%
Total loss of the nose	15%
Total loss of the lower maxillary or complete ablation of the jaw	25%
The loss of bone matter in the cranial wall that has not been replaced by appropriate materials will be equivalent to a percentage of 1% for each cm2, but with the maximum corresponding percentage	15%

- c) Documents that certify the identity and, where appropriate, the condition of beneficiary.
- d) Letter of exemption from Inheritance Tax or confirmation of its payment, if applicable, duly completed by the Treasury Department.

The insured capital will be paid to the policyholder or his/her heirs, if at the moment of the insured person's death there are no designated beneficiaries.

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

- a) Claim sheet completed by the insured person.
- b) Medical certificate stating the date of the insured person's accident and, if possible, evidence of the Total and Permanent Disability.
- c) Any other document that may be required by DKV Seguros to better assess the claim.

The degree of disability resulting from the accident will be determined after the presentation of the disability medical certificate.

DKV Seguros will inform the insured in writing of the amount of compensation due, in accordance with the degree of disability derived from the medical certificate and the scales set in the policy.

If the insured does not accept DKV Seguros' proposition regarding the degree of disability, the parties will seek the decision of medical experts, according to Article 38 of the Insurance Contract Act.

# 5. Excluded risks

#### For all coverage

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

Specific excluded risks for 'Hospitalisation' and 'Accidents'

a) Pre-existing illnesses, injuries, pathologies or ailments, as well as congenital, constitutional or physical defects and those that are a consequence of accidents or illnesses and their consequences suffered or present before the effective date of the policy, or during the stipulated qualifying periods, even if they had not been specifically diagnosed, if they were known by the insured person and not declared when taking out the policy.

- b) Pathological processes
   exclusively manifested by pain,
   dizziness or vertigo, that is,
   without other symptoms that
   are medically verifiable.
- c) Depression, stress, fibromyalgia or chronic fatigue syndrome, burnout syndrome and mental or psychosomatic disorders or illnesses.
- d) Hospitalisation for illnesses derived from or aggravated by pregnancy, abortion or birth from the eighth day of admission to hospital.
- e) Illnesses or injuries due to inebriation, alcoholism, drug addiction or taking drugs or medicines without prescription.
- f) Illnesses or injuries as a consequence of war, terrorism and riots or public disorder, extraordinary events or catastrophes covered by the conditions established

- in the Insurance Compensation Consortium, in accordance with the clause included in this policy.
- g) Accidents derived from the insured person taking part in fights (unless acting in legitimate self-defence) and criminal acts. Injuries derived from attempted suicide or self-harm.
- h) Accidents resulting from the practice of underwater diving, motor vehicle races and training. aerial sports, climbing, martial arts, events with wild stock. canyoning, and other manifestly dangerous activities.
- i) Accidents caused by practising sport professionally.
- i) Any type of non-healing treatment and its consequences that the insured person voluntarily undergoes, such as cosmetic surgery, vasectomy, tubal ligature, etc., unless as a result of an illness or an accident.
- k) Accidents caused deliberately by the insured person.
- l) Accidents occurring while travelling as a passenger or crew member of any form of air transport not authorised for the public transportation of passengers.

# 6. Indemnity clause by the Insurance Compensation Consortium for losses derived from extraordinary events in the insurance of persons

In accordance with the provisions of the amended text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004, of 29 October, the policyholder of an insurance contract, of the type which is obliged to include a surcharge in favour of the aforementioned public business institution, is entitled to arrange coverage for extraordinary risks with any insurance entity that meets the conditions required by prevailing legislation.

Compensation deriving from claims arising from extraordinary events occurring in Spain or abroad, when the insured party has his habitual residence in Spain, will be paid by the

Insurance Compensation Consortium when the policyholder has paid the corresponding surcharges and any of the following situations applies:

- a) The extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with the insurance company.
- b) When, even though it is covered by said insurance policy, the obligations of the insurance company could not be fulfilled due to it having been declared legally bankrupt or due to it being subject to a liquidation procedure intervened or assumed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will adjust its activity to the provisions of said Legal Statute, in Insurance Contract Act 50/1980, of 8 October, in the Regulations on the Insurance of Extraordinary Risks, approved by Royal Decree 300/2004, of 20 February, and in the supplementary provisions.

# Overview of legal standards

#### 1. Extraordinary events covered

- a) The following natural phenomena: earthquakes and tsunamis; extraordinary flooding, including that caused by giant waves; volcanic eruptions; atypical cyclones (including extraordinary winds with gusts of over 120 km/h, and tornados); and the fall of astral bodies and meteorites.
- b) Violent events as a result of terrorism, rebellion, sedition, mutiny and civil commotion.
- c) Deeds or activities of the Armed Forces or the Law Enforcement Agencies in peacetime.

Atmospheric and seismic phenomena, from volcanic eruptions and the fall of astral bodies will be certified. at the request of the Insurance

Compensation Consortium, through reports issued by the AEMET (the State Meteorological Agency), the Spanish Geographic Institute and other public authorities with competencies over the matter in question. In events of a political or social nature, as well as the case of damages caused by events or actions incurred by the Armed Forces of Security Agencies in peacetime, the **Insurance Compensation Consortium** will be able to obtain information on such events from the competent iurisdictional and administrative hodies.

#### 2. Excluded risks

- a) Those which do not give rise to compensation according to the Insurance Contract Act.
- b) Those caused to persons insured under insurance policies other than those in which the surcharae for the Insurance Compensation Consortium is compulsory.
- c) Those caused by armed conflicts. even when there has been no official declaration of war.
- d) Those deriving from nuclear power, without prejudice to the provisions of Act 12/2011, of 27 May, on civil liability for nuclear damage or damage produced by radioactive material.

- e) Those arising from phenomena of a different nature from those indicated in Section 1.a) above and, in particular, those caused by rising levels in the water table, soil movement on hillsides, landslides or land subsidence, rock falls and similar phenomena, unless these are clearly caused by the action of rainwater that has, in turn, caused an extraordinary flood situation in the area, and have occurred at the same time as said flood.
- f) Those caused by tumultuous activities occurring during the course of meetings and demonstrations held in accordance with Organic Law 9/1983, of 15 July, regulating the right of assembly, or during the course of legally constituted strikes, unless the aforementioned activities could be categorised as extraordinary events of the type referred to in section 1.b) above.
- g) Those caused by a lack of good faith on the part of the insured person.
- h) Those corresponding to incidents occurring before the payment of the first premium or when, in accordance with that established in the Insurance Contract Act, coverage by the Insurance Compensation Consortium has

- been suspended or the insurance has been cancelled due to a failure to pay the premiums.
- Accidents that, due to their magnitude and seriousness are qualified by the National Government as a 'national catastrophe or calamity'.

#### 3. Extent of the coverage

- 1. Cover for extraordinary risks will apply to the same people and involve the same sums insured as has been established in the policy for the purposes of ordinary risks.
- 2. In life insurance policies, which, in accordance with the provisions of the contract and with the regulations concerning private insurance, generate a mathematical provision, the Consortium's cover will refer to the capital at risk for each insured party; that is, the difference between the sum insured and the mathematical provision that the insurance institution issuing it must have established. The sum corresponding to this mathematical provision will be paid by the aforementioned insurance institution.

# Communication of damages to the Insurance Compensation Consortium

- 1. The request for compensation for damage, the coverage of which corresponds to the Insurance Compensation Consortium, will be made through communication to said consortium by the policyholder, the insured person or the beneficiary of the policy, or by whomever acts on behalf of the aforementioned. or by the insurance company or the insurance broker with whom the insurance was processed.
- 2. Communicating damages and obtaining any information pertaining to the procedure and the state of the claims procedure can be done:
- > By calling the Insurance Compensation Consortium Call Centre (952 367 042 or 900 222 665)
- > Via the Insurance Compensation Consortium website (www.consorseguros.es)
- 3. Damage assessment: The assessment of damages that are compensable in accordance with insurance legislation and the content of the insurance policy can be done through the Insurance Compensation Consortium, without being bound by any valuation that may have been

made by the insurance company providing cover against ordinary risks.

4. Payment of compensation The **Insurance Compensation Consortium** will pay indemnity to the beneficiary of the insurance by bank transfer.

# 7. Assistance

Compulsory contractual coverage, unless agreed otherwise.

The 'Asistencia' coverage includes the set of provisions described below:

- > Family Assistance
- > Legal Assistance
- > Psychological Assistance
- > Worldwide Assistance

#### 7.1 Family Assistance

DKV Protección Familiar Protection offers insured persons covered by the policy a post-mortem family care service, with the purpose of helping the deceased's family with the necessary paperwork for the correct provision of the contracted funeral service.

The Family Assistance service includes:

- > Providing personal and direct assistance to the family during the period following the death
- > Guaranteeing the standards of quality of the insured service
- > Offering information to insured persons on the services they are entitled to through their policy
- > Guiding the family though the steps and procedures to follow
- > Acting as the family's spokesperson when dealing with the funeral parlour

This service also includes all the necessary administrative steps to obtain and process all the required official documents with the appropriate bodies after the death of the insured:

- > Obtaining the death certificate, an extract and a full copy
- > Obtaining the birth certificate, an extract and a full copy
- > Obtaining the marriage certificate, an extract and a full copy
- > Obtaining the cohabitation certificate
- > Obtaining the certificate from the registry of last wills and testaments and, if required, a copy of the last will and testament of the Insured
- > Obtaining the certificate of death cover insurance contracts
- > Obtaining the certificate of proof of life
- > Obtaining the subsidy for the death of a relative from Social Security (INSS)
- > Procedure for cancelling the Family Book
- > Procedure for cancelling the ownership of the INSS booklet
- > Procedure for obtaining an INSS booklet for the spouse and beneficiaries
- > Requesting and processing the survivor's pension with the INSS

- > Requesting and processing the orphan's pension with the INSS
- > Obtaining a copy of the beneficiary's Tax ID No. and address
- > Advice about uncontested inheritance procedures
- > Processing the letter of payment, evaluation and partial settlement and, where appropriate, the inheritance tax related to the insured deceased's insured capital. when the policy considers this sum due to the insured person's death in an accident, with the settlement corresponding with the heir

In all cases, the paperwork shall be carried out through administrative channels.

## Any recourse to legal action is excluded.

In all cases, the insured person or beneficiary should make all information and necessary documentation for the paperwork. available in his/her name, to be processed with the different public hodies

In the event of a claim, the Family Assistance service can be requested through DKV Seguros' Customer Service line (976 506 009). In any cased, you must indicate: the full

name of the insured person, policy number, location, telephone number and specific type of request.

These services are valid throughout Spain.

## 7.2 Legal Assistance

This coverage offers insured persons in the DKV Protección Familiar policy the following services:

- > Legal counsel
- > Drafting of an Online Will
- > End of digital life management

#### Legal counsel

Telephone-based advice service attended by a lawyer who shall inform, in the event of any possible litigation, on the scope of the rights that shall, in general terms, assist the insured person in his/her private life, as well as the best lines of defence.

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

- > Tax aspects, Inheritance tax
- > Advice regarding wills, declaration of heirs or last wills

- Consultations regarding Social Security pensions and subsidies or Life Insurance
- > And, in general, any advice on legalisation regarding heirs and the inheritance process, the determination of the estate, awarding and accepting the inheritance, relatives' appeals, the transmission of contracts, etc.

Any queries that may be resolved verbally are covered, but not other actions subject to fee payments.

Enquiries that require a legal search or other additional advice will be dealt with within a maximum period of 48 hours, where the insurer will contact the insured to resolve the matter.

#### **Exclusions**

Under no circumstances will the following be included in the scope of this guarantee:

- > The obligation for DKV Seguros to assume or intervene in the administrative or legal processes required by the cases in question related to this guarantee
- > Any fact that exceeds the limits of the application of Spanish Law

> The payment of fees of any kind that are a consequence of professional acts of lawyers, solicitors, public notaries, registrars, administrative agencies, etc., that have intervened in the case related to this guarantee beyond the obligation to inform and guide, as assumed by DKV Seguros

This Legal Assistance service can be requested through DKV Seguros' Customer Service (976 506 009) from Monday to Friday between 9am and 7pm. In all cases, the insured party will need to provide his or her full name. policy number, a phone number and the type of query.

## Drafting of an Online Will

This coverage offers the insured persons access to a free service to draw up an online will. To use this service, the insured will be provided over the phone with the password to access the website from which to draw up the will with the advice of a lawyer.

The insured may also carry out the process over the phone with an operator as an intermediary, through the same website

Once the will has been drafted, its signing will be arranged at a notary office close to the insured person's address.

The insured will have right to one modification of the will per year when using this service.

In the event that the insured person is dependent or has a loss of mobility, we will arrange a notary to sign it at the insured person's place of residence.

This service includes legal advice, drawing up the will and notary fees, whereby any expenses derived from this service are borne by the insured.

For more information or to request this service, the insured person must contact our Customer Service line (976 506 009) from Monday to Friday between 9am and 7pm. In all cases, the insured party will need to provide his or her full name, policy number, a phone number and the type of service required.

#### End of digital life management:

DKV Seguros guarantees, wherever possible and at the request of the insured's heirs, the removal of any information online that may appear in relation to the deceased insured (digital life deletion).

This cancellation service is limited to the following:

- > Requesting the deceased's removal from social networks on which s/he was a user, or to change such accounts to memorial accounts
- > Processing the cancellation of email accounts
- > Processing the removal or transfer of blogs and websites owned by the deceased, along with profiles in forums, chat pages or dating sites
- > Processing the elimination or transfer of files stored on web servers (the cloud)

The obligation of DKV Seguros consists in informing the parties holding the files of the death, in order for them to delete them. The service provision is subject to it being possible to identify such responsible parties before requesting the deletion. If the party responsible for the files does not then delete them, there is no guarantee in place for the expenses derived from any legal actions, nor for requesting the protection of rights or making a claim with the data protection authority.

To request the cancellation, the heirs of the insured deceased must provide the following information or documentation:

- > If available, identification of the internet resources for which the insured was a user, and which the heirs want to remove
- > Photocopy of the requesting party's DNI or NIE
- > Death certificate of the insured deceased
- > Proof of heir status
- > Authorisation of the heir
- > Email address of the deceased, if the heirs want to delete this
- > If available, usernames and passwords

DKV Seguros will cover the costs derived from the request, and, if necessary, the translation of documents into the language of the corresponding country. The insured will have the right to the data cancellation request for a maximum of four accounts or websites.

The cancellation service of accounts or web pages located in China is not guaranteed, nor is the cancellation service in the event of a discrepancy between heirs.

This service can be requested through DKV Seguros' Customer Service line (976 506 009) from Monday to Friday between 9am and 7pm. In any case, you must indicate the name of the insured person and the requesting party, along with the policy number and a contact number.

#### 7.3 Psychological Assistance

## **Grief counselling**

This coverage aims to prevent the complications arising from the death of an insured relative in the policy, to control the risk factors (e.g. depression, anxiety), to foresee the phases of bereavement, to offer practical help adapted to the deceased's relatives, to identify and encourage the expression of emotions and thoughts, and to develop positive behaviour.

To this end, following the death of any insured person in the policy, DKV Seguros will make a 900 helpline service available to the relatives. staffed by specialised psychologists, to attend to their consultations, 24 hours a day, 365 days a year.

In any case, the psychological care team will contact the family of the deceased insured person after 7 to 10 days have elapsed from the date the claim was made. They will offer an in-person bereavement support service to the direct relative (father, mother, spouse or unmarried partner, son, daughter, brother or sister) designated by the family.

The designated family member is entitled to three psychology sessions of 45 minutes each, free of charge, during a one-year period from the date of the insured's death. For an effective provision of this service, the first two sessions will be given together in the same visit, so the first visit will last for a minimum of an hour and a half.

To provide this service, DKV Seguros will put an associated network of psychologists at the beneficiary's disposal. Whenever a psychologist cannot be found in the town where the service must be provided or the user cannot travel to the nearest one, face-to-face visits may be replaced by telephone sessions of up to a maximum of 30 minutes each.

Any additional sessions that the beneficiary wishes to receive can be purchased at a lower-than-market price.

## Psychological care in palliative care

DKV Seguros provides the insured parties in a Funeral policy, and his/ her relatives, with a psychological assistance service in palliative care processes (or end of life processes), through face-to-face and over-thephone counselling sessions, with the following scope and limits.

The beneficiaries of the service can be the insured persons on the policy and the following relatives: parent, spouse or civil partner, children or siblings.

The beneficiaries are entitled to a total of 5 face-to-face counselling sessions free of charge, and 24-hour counselling over the phone (365 days a year), with no limitation to the number or duration of calls.

To access the phone service, the insured person or relatives can call the free telephone number 900 314 016, any time of day, any day of the week.

For face-to-face counselling, the insured person can request this service on the same number, 900 314 016. This request will be channelled to a professional in your area, who will get in touch with the requesting party to arrange a time, date and place for the appointment. The minimum duration of each face-to-face session will be 45 minutes To provide this service effectively, the first two sessions will be given together, so the first visit will last for a minimum of an hour and a half.

If the insured person or their relatives want to book more of the face-to-face sessions that the policy entitles them

to, they can do so at lower-thanmarket prices.

# 7.4 Worldwide Assistance Basic Worldwide Assistance

#### **Insured persons**

The individual residing in Spain, covered by DKV Seguros' Protección Familiar policy, provided that it is stated in the particular conditions of the policy.

#### Scope of the insurance and duration

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

Its duration is bound to that of the Funeral insurance policy that includes this coverage.

#### Validity

To benefit from the guaranteed services, the insured person must live and have their habitual residence in Spain, and their time spent away from this residence must not exceed 60 days per trip or journey.

#### **Guarantees** covered

## Medical relocation or repatriation of patients with injuries or illnesses.

If the insured person contracts an illness or suffers an accident, DKV Seguros will be responsible for the following:

- a) The cost of ambulance transfer to the nearest clinic or hospital.
- **b)** Control within the medical team. in contact with the doctor who is treating the injured or ill insured person, in order to determine the most advisable measures for the best treatment to be followed and the most suitable means for his/her possible transfer to another hospital or home.
- c) The costs of transferring the injured or ill person by the most suitable means of transport to the prescribed hospital or to his/her home address.

If the insured person is hospitalised in a hospital far from his/her home. DKV Seguros will cover the costs of the subsequent transport.

When the emergency and the seriousness of the case requires it, the means of transport used in Europe and the Mediterranean coastal countries will be an air ambulance.

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

Exceptionally, and in the event of the insured person suffering an illness or accident in Spain, the insurer will move the insured person to the negrest hospital whenever the incident takes place outside of the provincial limit of his/her habitual residence

#### Repatriation of the insured

When one of the insured persons has been repatriated due to illness or accident in accordance with the previous section and this prevents the rest of family members, also insured, from returning home by the initially planned means, DKV Seguros will pay for the expenses corresponding to:

- a) The transport of other insured persons to their place of habitual residence or to the place where the transferred or repatriated insured person is hospitalised.
- **b)** Arranging for a person to travel and accompany the insured persons referred to in point a) above, when they are the repatriated or transferred insured person's children under 15 years of age and they do not have a relative

or person of trust to accompany them on the return trip.

# Early return of the insured person from abroad due to the death of a family member

If, during the course of a trip, the spouse, ascendant or descendant in the first degree, brother or sister dies in Spain, and if the means used for his/her trip or the return ticket does not allow the insured person to anticipate this, DKV Seguros will cover the expenses of his/her transport to the place of burial of the deceased in Spain. It will also cover, if required, a return ticket to the place where s/he was located when the death of the relative took place, if for professional or personal reasons s/he needs to continue his trip.

# Early return of the policyholder from abroad due to fire or an accident at home

If during the course of a trip, the insured person is away from his/her habitual home and an incident takes place there on such a scale that makes it uninhabitable, DKV Seguros will provide the insured person with a train or plane ticket to return to home.

In addition, if the insured person needs to return to his/her place of departure, DKV Seguros will provide a return plane or train ticket for a relative, of the same characteristics.

# Round-trip ticket for a relative and hotel expenses abroad

When the insured person is hospitalised abroad and expected to stay in hospital longer than 5 days, DKV Seguros will make a return ticket available to a relative so that this person can stay by the patient's side.

Furthermore, DKV Seguros will cover the cost of accommodation for the relative in a hotel, against the relevant receipts, up to a maximum of 60 euros per day and a total maximum of 300 euros.

# Medical, surgical, pharmaceutical and hospitalisation expenses

If as a result of an illness or an accident, the insured person needs medical, surgical, pharmaceutical or hospitalisation abroad, DKV Seguros will cover:

- a) Medical and surgical fees and expenses
- b) Pharmaceutical expenses prescribed by a doctor
- c) Hospitalisation expenses

The maximum amount covered per person for all of the above items that occur abroad is 18000 euros.

#### Emergency dental expenses abroad

DKV Seguros will cover the expenses of acute dental problems, such as infections, pains or traumas that require emergency treatment up to a maximum of 250 euros.

## Expenses of extending a stay in a hotel abroad

If the above guarantee for payment of medical expenses is applicable, DKV Seguros will cover the expenses of an extended stay of the insured person in a hotel, after hospitalisation and under medical prescription, up to an amount of 60 euros per day and with a maximum of 300 euros.

#### Shipment of medicines abroad

DKV Seguros will assume responsibility for the shipment of medication required for the treatment of the insured person, as prescribed by a doctor, which is not available in the place to which the insured person is being attended.

#### Remote medical consultation

If the insured person requires information of a medical nature that s/he cannot obtain locally, s/he can request this from DKV Seguros.

Given the impossibility of establishing a diagnosis over the phone, the information received must be considered a mere suggestion. No damage that may arise as a result of the insured person's actions can be considered the responsibility of DKV Seguros or its medical team.

## Repatriation of the deceased and of accompanying insured persons

DKV Seguros will assume responsibility for all the formalities required at the place of the insured person's death to facilitate his/her repatriation to the place of burial in Spain.

In the event that the insured relatives who were accompanying him/her at the time of the death cannot return by the initially foreseen means, or are not allowed to do so with their return ticket, DKV Seguros will take care of their transport to the place of burial or their residence in Spain.

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

# Accompanying party in the event of death

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

# Location and transport of luggage and personal belongings

In the event of the theft or loss of luggage and personal belongings abroad, DKV Seguros will assist the insured person in reporting it.

Both in this case and in the event that the stolen or lost items are later recovered, DKV Seguros will take care of the delivery of these to where the insured person is currently staying or to his/her home.

## Delivery of documents abroad

If the insured person requires a document that has been forgotten, DKV Seguros will make the necessary arrangements to have it delivered to the destination, with up to a maximum of 60.10 euros for delivery costs.

# Legal assistance for driving offences abroad

This covers the defence of the policyholder as the driver of the vehicle in Civil or Criminal matters of which s/he is accused as a consequence of a traffic incident suffered with the vehicle up to a maximum limit of 1500 euros.

# Payment and/or advance of bail bonds abroad

Sums demanded from the policyholder as the driver of the vehicle to guarantee the legal costs in criminal proceedings as a consequence of a driving accident suffered with the vehicle.

The maximum amount for this concept is that indicated for the previous quarantee, i.e. 1500 euros.

This includes the advance payment on the policyholder's behalf, of the bail bond to guarantee his/her provisional liberty or personal appearance at the trial.

In this case, the insured person must sign a written document recognising this debt, undertaking to repay the agreed sum within two months of returning home, or in any event within three months of its request. The maximum amount that can be advanced for this concept is 6000 euros. DKV Seguros reserves the right to request guarantee or endorsement from the insured person to ensure the payment of the advance.

#### Travel information

On request, DKV Seguros will provide the insured person with information relating to:

- a) Vaccination and visa applications for other countries, as well as any requirements specified in the most recent publication of the T.I.M. (Travel Information Manual), a joint publication of fourteen IATA airline members. DKV Seguros does not accept responsibility for the accuracy of the information contained in the TIM nor the differences that may exist in said publication.
- **b)** Addresses and telephone numbers of Spanish Embassies and Consulates anywhere in the world, where present.

## Communication of messages

DKV Seguros will take responsibility for passing on urgent messages related to events covered by these guarantees, when so requested by the insured persons.

#### **Supplementary Worldwide Assistance**

This guarantee, in addition to all the benefits of the Basic Worldwide Assistance, includes: the cost of preparing and moving the deceased from any location abroad to any cemetery situated in Spain (peninsula and the islands), even when the duration of the trip abroad is for over 60 days.

To qualify for this guarantee, at least one of the insured persons in the policy must have his/her legal residence in Spain and habitually live there.

In addition, and exclusively for this additional guarantee, a beneficiary will be considered to be any other insured person in the policy who is a relative up to the second degree of consanguinity or affinity of the insured person resident in Spain, even if the beneficiary habitually lives in another country. In this case, the application of this repatriation guarantee will not be limited by their habitual residence.

This coverage must be expressly stated in the particular conditions.

# Limits of the Worldwide Assistance quarantee

#### **Exclusions**

- > The guarantees and services that have not been requested from DKV Seguros and have not been provided by agreement with the latter, except in cases of force majeure and demonstrable material impossibility.
- > Medical-surgical and hospitalisation expenses in Spain.
- > Illnesses or injuries that take place as a consequence of chronic suffering or prior to the beginning of the trip, as well as their complications or relapses.
- > Accidents occurring from the practice of official sports competitions, or competitions whose organisation and participation in which, despite being private, are beyond that legally permitted for this type of event.
- > This section includes training or trials and bets.
- > Claims derived from nuclear radiation or radioactivity, as well as claims that occurred in the event of wars, demonstrations

- and mass protests, acts of terrorism and sabotage, strikes or arrests unrelated to driving accidents, unless the death can be demonstrated to be unrelated to such events.
- > Suicide or illnesses and injuries resulting from attempted suicide or deliberate self-harm by the insured person and those arising directly or indirectly from criminal activity by the insured person.
- > Treatment of illnesses or pathological conditions arising from the deliberate consumption or administration of toxic substances (drugs) or narcotics, or from the use of medication without a medical prescription.
- > The expenses from prostheses, spectacles and contact lenses, births and pregnancies except for unforeseen complications during the first six months, and any type of mental illness.
- > Events due to the practice of sports in competition, in highrisk sports or activities (rafting, paragliding, mountaineering, etc.) and the rescue of people at sea or in mountains or deserts.

- > Any type of medical or pharmaceutical expense less than 9.02 euros.
- > When transferring or repatriating the deceased: the expenses corresponding to the burial and ceremony that are covered by the quarantee 'Provision of the Service', up to the limits established.

#### Additional provisions

In telephone communications requesting the services of the indicated guarantees, the following must be clearly indicated: the insured person's name, DKV policy number, the place where s/he is located, a contact telephone number and the type of assistance required.

The insurer does not take responsibility for delays or failures to comply due to causes of force majeure or due to the special administrative or political characteristics of a specific country.

In any case, if direct intervention by the insurer is not possible, the insured person will be reimbursed on returning home to Spain or, if necessary, as soon as the latter is in a country where the above circumstances do not apply, for any expenditure incurred and justified by presentation of the relevant proof of payment.

Provisions of sanitary transportation must be carried out with the prior agreement of the hospital attending the insured person and DKV Seguros' medical team.

The indemnities established in the guarantees will, in any case, be complementary to the contracts the insured person may have that cover the same risks, the provisions of the Spanish Social Security and those of any other collective provision regime.

DKV Seguros is subrogated in the rights and actions that may correspond to the insured person for events that have motivated its intervention and up to the total amount of the services rendered or paid.

For the provision by DKV Seguros of the services included in the foregoing guarantees, the insured person must request its intervention from the time of the event, contacting one of the following telephone numbers according to the country where s/he is located:

From Spain: 976 506 009.

From the rest of the world: +34 934 968 893 Permanent 24-hour service.

## **Other Healthcare Services**

In addition to the covers included in this policy, the insured persons of DKV Protección Familiar have an additional range of assistance services whose scope and contents are detailed in Appendix 1.

# 8. Asistencia Plus

Optional contracting guarantee. Its inclusion should be expressly stipulated in the particular conditions of the policy.

The 'Asistencia Plus' coverage includes the set of provisions described below:

- > Senior Assistance
- > Junior Assistance
- > Family Legal Protection
- > Comprehensive Pet Assistance

#### Senior Assistance

#### a) Remote care:

The remote care services will be provided when the insured person has suffered an accident or a nonpre-existing illness that has required a hospital admission of at least 3 days and who, once discharged from hospital, is required to stay at home under medical prescription for a minimum period of 7 days.

If the characteristics of the stay at home do not allow the insured person to carry out a specific task, but do permit all others, the insured person will have access exclusively to the specific service related to the said task.

The guarantees described below may be requested by the insured person from the moment that s/he presents the hospital medical discharge and the prescription for the required stay at home (type and duration). It will take effect between 48 and 72 working hours after the application has been submitted.

- 1. Babysitter: Covers a maximum of 2 hours per day, either consecutive or not, for children under 10 years of age, while the required stay at home lasts up to a maximum of 7 working days.
- 2. Personal hygiene service: Covers a maximum of 1 hour per day, during a period of 7 working days.

3. Hairdressing service (haircut and/ or shave): A maximum of 2 visits a month can be made, with the service at the insured person's expense, and the insurer covering the cost of travel. The service will be available for as long as the required stay at home under medical prescription lasts.

## 4. Household cleaning service:

3 hours per day will be provided, either consecutive or not, for cleaning and hygiene services in the home, for as long as the required stay at home under medical prescription lasts, up to a maximum of 7 working days.

- **5. Companion at home:** A maximum of 4 hours per day with a companion will be given, while the required stay at home under medical prescription lasts, up to a maximum of 7 working days.
- **6. Home delivery of food and cleaning products:** Covers 1 weekly delivery of food and cleaning products while the required stay at home under medical prescription lasts, with the cost of the products at the insured person's expense.
- 7. Home delivery of meals: 1 daily service for the delivery of a prepared meal will be provided, while the required stay at home under medical prescription lasts, with the cost of the meal itself at the insured person's expense.

- 8. Telepharmacy: Covers the locating and urgent delivery to the insured person's home of the necessary medications prescribed by a doctor from 10pm to 8am, with the cost of the medication itself at the insured person's expense while the required stay at home under medical prescription lasts.
- 9. Remote care device: Installation of remote care alarm device during a maximum period of 1 month, in the event of the insured person having suffered an accident covered by the policy that has required a minimum period of 15 days admission to hospital and who is also required to stay at home under medical prescription.
- **10. Pet care service:** Covers 1 hour per day of pet care, while the required stay at home under medical prescription lasts up to a maximum of 7 working days.
- 11. Home nursing service: Nursing professionals dispatched to the home to provide injections or dressings, under medical prescription, with the cost of the professionals' fees at the expense of the insurer. The service is limited to a 1-hour session per day, on alternate working days and up to a maximum period of 15 calendar days.

#### 12. Home physiotherapy service:

Professional graduates in physiotherapy dispatched to the home to carry out this service with the cost of the professionals' fees at the expense of the insurer. The service is limited to a 1-hour physiotherapy session per day, on alternate working days and up to a maximum period of 15 calendar days.

#### 13. Assorted housework service:

Housework service that covers the most common tasks due to their frequency and specific requirements, such as ironing, sewing, bed making, taking out the bins and hanging out clothes. This guarantee covers a daily 2-hour session on working days, up to a maximum period of 7 days.

Excluded from these guarantees are pre-existing injuries, pathologies or ailments, as well as those that are the consequence of accidents or illnesses suffered or those appearing prior to the effective date of the policy or the date of contracting 'Asistencia Plus'.

To request the Remote care services, the insured person must make the request through DKV Seguros' Customer Service phone number, 976 506 009, from Monday to Friday, between 9 am and 7pm. In all cases, you must indicate the insured person's name, policy number, telephone number, address and type of service required.

#### b) DNA conservation:

Service at the insured person's expense, at reduced rates.

The DNA conservation service offers the possibility of conserving DNA for future use in the field of medicine. both for illnesses contracted by the insured person and for the prevention of illnesses in the rest of his/her family.

The DNA conservation service consists. in extracting a blood sample (tissue in the case of a deceased person) by qualified medical personnel and sending it to the laboratory for processing. The obtained sample will be given to the insured person or his/ her family for its safekeeping.

The cost of the service will be at the insured person's expense, with a guaranteed discount of 15% on market rates.

For the provision of this service, DKV Seguros offers its Customer Service phone number, 976 506 009, from Monday to Friday, between 9 am and 7pm, to request and pay for the service and to obtain the authorisation from DKV Seauros to carry out the extraction in the indicated medical centre. The result will be sent to the customer's home.

#### **Junior Assistance**

#### a) Educasa:

This coverage consists in a pedagogical home support service for insured children and adolescents in the policy that are forced to stay at home and who cannot attend their classes regularly during a period of time exceeding 15 days due to having suffered an accident or illness.

Starting from the fifteenth day of the illness and/or after an accident that has forced the pupil to stay home, preventing him/her from continuing with normal schooling, DKV Seguros will look for and send a private teacher to the insured person's home.

This teacher will give classes in the main subjects of the school year that the beneficiary is currently enrolled in, 2 hours per day, from Monday to Friday (strictly following the official school calendar of the Ministry of Education or Autonomous Government).

DKV Seguros will cover the expenses of 10 hours per week, in periods of 2 hours per day, from Monday to Friday. The service may be provided as many times as necessary during the school year and will conclude when the pupil has returned to classes at school.

Should the illness persist, the provision of the service will end on the last day of the school year (it is not valid during school holidays).

In the event that, once the following school year has begun, the pupil continues to suffer the same condition, the service will be continued, provided this guarantee continues to be contracted and the policy is fully paid up to date.

Children or adolescents who wish to receive the service must be between 6 and 16 years of age, be living in Spanish territory and be receiving schooling in the courses of Compulsory Primary or Secondary Education.

#### b) Hospital service:

The aforementioned service (Educasa) can be provided, in the same conditions, in the event of the insured person having been admitted to hospital, provided the hospital, the doctors and the personnel attending the child approve the provision of this service.

To request the pedagogical support service, in any of its modalities (either at home or in a hospital), the policyholder must make the request through DKV Seguros' Customer Service phone number, 976 506 009, from Monday to Friday, between

9am and 7pm. In all cases, you must indicate the insured person's name, policy number, telephone number, address and type of service required.

In addition, to be entitled to the service the policyholder must provide DKV Seguros with the necessary medical documentation to verify the insured person's forced stay at home or admission to hospital.

Excluded from this guarantee are pre-existing injuries, pathologies or ailments, as well as those that are the consequence of accidents or illnesses suffered or those appearing prior to the effective date of the policy or the date of contracting 'Asistencia Plus'.

#### **Family Legal Protection**

**Insured persons:** All insured persons in the policy are entitled to the provisions of this coverage, provided the guarantee of 'Asistencia Plus' is explicitly stipulated in the Particular Conditions.

Insured Legal Expenses: legal expenses are covered up to a limit of 2000 euros. In the event that a claim affects several guarantees, the maximum limit of legal expenses for the group of payments of the claim will be 2000 euros

Minimum litigation sum: a minimum amount of 200 euros is established for any damage in order to process a claim for damages.

#### **Guarantees:**

- a) Document management
- b) Claim for damages
- c) Private and family criminal defence
- d) Legal aid for Living Wills

#### a) Document management

If, in the insured person's legal consultation, the lawyer considers the revision of specific documents or correspondence necessary, the insured person must send the pertinent documentation by ordinary/ electronic mail or fax. Once examined and reviewed, they will be returned by the same means to the insured person with the modifications or legal considerations that the lawyer deems convenient.

The document management related to the legal consultation in the personal and family environment are exclusively for the following types of document:

- > Drafting of a model for claim letters addressed to private companies or individuals
- > Drafting of writs addressed to private companies or individuals refusing payments and obligations

- > Review of private documents
- > Review of contract clauses

DKV Seguros lawyers will verify the documents and will help to draft them in the way that best suits the insured person's rights in the following claims, exclusively referring to extrajudicial claims:

- > For breach of private contracts, demanding compliance from the company, dealer or professional.
- > For loss of luggage and/or inexcusable delays of the transporter.
- > For defective products from the manufacturer or dealer.
- > For not respecting the terms of the guarantee for the purchase of household appliances (washing machine, television, refrigerator, dishwasher, hi-fi music/image systems, etc.)
- > For improper charge of Utility Companies (water, light, gas and telephone).
- > To inform the tenant or the owner of the increase in rent or to oppose it.
- > For non-payment of the rent by the tenant.

- > For the extension of the lease contract.
- > To suggest items or topics to the President of the Homeowners Community for inclusion in the agenda in the Homeowners' Meeting.
- > Applications for the access to, rectification and/or deletion of personal data, in computer files, when legally applicable.

# Document management does not include:

- > The signing, processing, delivery or presentation of the document on behalf of the insured person
- > The completing of official forms of any type, applications to official or judicial bodies, declarations of taxes or of legal obligations
- > The issuing of reports or written rulings on the matter subjected to legal consultation
- > The insured person's defence or representation in judicial, arbitration or administrative procedures
- > Fiscal or social security matters

The guarantee has exclusive effect for judicial matters, applicable after the effects of the policy, of a private nature affecting the insured person's private and family life, which should be solved according to Spanish legislation.

#### b) Claim for damages

#### Claim for Material Damage

This guarantee includes the protection of the insured person's rights, within the scope of his/her private and family life, claiming for material damage, of non-contractual origin, to items of furniture in his/her property, caused by an identified third party either due to imprudence or intentionally. It also covers the claim for pecuniary loss derived from the material damage mentioned above.

Household pets are treated similarly to items of furniture.

In the event of the insured person's death, his/her relatives, heirs or beneficiaries may file the claim.

#### Claim for Damages as a Pedestrian

This guarantee extends to the claiming of damages suffered by the insured person as a pedestrian as the result of a traffic accident, as the driver of a land vehicle without an engine, as the passenger of a motor vehicle or private boat, as a passenger of any

means of land transport, or as a nonprofessional participant in any sport not involving an engine.

It also extends to the claiming of material damage caused to land vehicles without an engine, if they are the property of the insured person covered by the policy.

In the event of the insured person's death, his/her relatives, heirs or beneficiaries may file the claim.

#### c) Private and family criminal defence

This guarantee covers the Criminal Defence of the insured persons in the policy in processes due to imprudence, lack of care or negligence, for incidents related to their private and family life.

The guarantee extends to the Criminal Defence of the insured person as a pedestrian, as the driver of a land vehicle without an engine, as the passenger of a motor vehicle or private boat, as a passenger of any means of land transport, or as a non-professional participant in any sport not involving an engine.

#### d) Legal aid for Living Wills

This guarantee includes:

> Specific legal advice regarding living wills

- > Advice regarding legal steps in the case of organ transplants
- Managing the drafting, obtaining and registration of Advance
   Directives (living wills) requested by the insured person
- > Managing the annulment or repeal of the living will, at the request of the insured person

The expenses of the public notary, issuing of documents, fees, powers and similar will be paid by the insured person.

You may request the services of Family Legal Protection through DKV Seguros' Customer Service phone number, 976 506 009, from Monday to Friday, between 9am and 7pm. In all cases, you must indicate the insured person's name, policy number, telephone number, address and type of service required.

Claims not covered by the coverage of Family Legal Protection:

The following are not covered by this policy, under any circumstances:

> Those whose origin is, or is related to, the design, construction, renovation or demolishing of the property or installations of the house, houses or properties,

- usufruct, possession or use of the policyholder or other insured persons of the policy. These include errors or defects in the construction, the installations provided with the property and all works required by municipal license law and the technical project.
- > Those related to motor vehicles and their trailers, whose owner or driver are insured persons in the policy.
- > Those that take place in the exercise of a professional, industrial or commercial activity of the insured person or derived from any activity other than his private life.
- > Claims that can be formulated between insured persons in this policy or any of these against the insurer, except for divorce or separation.
- Litigation on matters of intellectual or industrial property and legal proceedings regarding town planning, the concentration of plots and expropriation, or originating from contracts on transfer of rights in favour of the insured person.
- > Insured claims that are declared after a two-year interval from the date of their occurrence, except for fiscal matters in which the term is four years.

- > Claims for moral or intangible damage, except for as an additional and subordinate claim to a main financial claim for pecuniary loss covered by the policy.
- > Legal claims for damages for amounts below 200 euros.

#### **Comprehensive Pet Assistance**

Through this coverage, DKV Seguros offers insured persons in this policy, who are pet owners, the services and benefits detailed below, which will be managed by the specialised care service for pets 'Animalia Asistencia'.

For the effects of this coverage, pets are understood to mean exclusively dogs and cats.

## a) Household pet assistance:

#### **Information Services**

When an insured person in the policy is the owner of a household pet, s/he can contact Animalia Asistencia. 24 hours a day, 365 days a year, to request information regarding any of the services listed below:

- > Information service for Hotels in Spain that admit pets
- > Grooming services

- > Specialised shops for food, complements and accessories for pets (clothes, collars, etc.)
- > Training
- > Breeders
- > Pet clubs
- > Assistance for competitions and other events
- > Adoptions and animal shelters
- > Home carers
- > Process for transfers of pets in public and private transport

**Animalia Asistencia** will provide addresses and telephone contact numbers and will take the necessary steps to provide the pet owner with all the necessary information so that s/he can access the services easily.

**Advisory services** The insured person in the policy can contact Animalia Asistencia, 24 hours a day, 365 days a year, requesting advice about any of the services detailed below:

> What to do before living with a pet: Animalia Asistencia will advise any person who wants to acquire or adopt a pet, regarding breeds, sizes and behaviour of the animal, bearing in mind the physical, social or family environment which it would live in.

- > Before travelling abroad:
  the pet owner can request
  precise information about the
  destination country from Animalia
  Asistencia, both regarding
  health care and administrative
  requirements for transporting
  the animal to this country.
- Veterinarian advice helpline: Animalia Asistencia offers their services 24 hours a day to carry out any consultation related to symptoms or veterinary treatments required by the pet: health programmes, geriatric programmes, dental care, etc.

The service does not include a veterinary diagnosis and it should be understood as advice.

> Advice for processes with the Administration: for any paperwork related to the pet that the owner has to carry out with the Public Administration or private bodies, s/he can contact the Animalia Asistencia service and receive the necessary guidance for completing this paperwork. Any cost generated by the paperwork will be covered by the pet owner.

> Legal advice helpline: The pet owner will have access to a legal advice helpline to present any legal situation or query affecting the environment related to his/ her pet. If the query results in acts that generate a lawyer's professional fees, these will be covered by the pet owner.

Animalia Asistencia will provide addresses and telephone contact numbers and will take the necessary steps to provide the pet owner with all the necessary advice so that s/he can access the services easily.

Costs corresponding to the pet owner:
Animalia Asistencia guarantees that
the described coverage and those
which imply that the pet owner should
cover certain costs, will be charged
at preferential rates for the benefit of
the pet owner, according to the rates
agreed beforehand with the network of
specialists that provide the described
services

Animalia Assistance will not refund the animal's owner any amount related to these covers unless it has been previously and expressly agreed upon.

## b) Death management (dogs and cats):

Through Animalia Asistencia, DKV Seguros will assist insured persons in this policy who, having taken out this guarantee, need to perform any of the procedures detailed below related to the death of a dog or cat:

- > Procedures related to the collection of the animal from the home where it died and, in the event of death in a veterinary centre, the procedures related to disposing the body
- > Managing the paperwork required to dispose of the deceased pet in accordance with health standards
- > Coordination of the cremation service for the pet, either collective or individual, as well as the possibility of a burial, whenever this is possible, according to what is available in the area

Through Animalia Asistencia, DKV Seguros will cover the cost of this paperwork up to a maximum amount of 250 euros, including VAT, per claim, year and policy, and according to the limits established in the details of the coverage that appears below:

List of the coverage for the death of a pet (dog or cat):

- > Burial expenses: up to 100 euros
- > Cremation expenses: up to 100 euros
- > Expenses for putting down the animal and disposing of remains: up to 50 euros

**Exclusions: Animalia Asistencia** reserves the power to provide the care service in optimum conditions, if any of the following circumstances is detected:

- > Contagious, episodic, or parasitic diseases, or of any other type
- > Poisoning or intoxications
- > Defects corresponding to the age of the animal
- > Cosmetic operations of any type, as well as those that are carried out on some breeds to model their ears
- > Physical abuse to the animal, through an excess of work, lack of hygiene or food, attributable to the owner of the animal
- > Participation of the animal in bets, challenges or sports
- > Putting the animal to different uses other than those specified in the particular conditions of the policy that covers these guarantees

In addition, dogs and/or cats under 6 months and those over 8 years at the moment of taking out this guarantee are specifically excluded from the guarantee for death

What to do in the case of a claim event:

To request any service from **Animalia Asistencia**, or to notify a claim covered by the Comprehensive Pet Assistance guarantee, the insured person should call 902 499 030 (24-hour helpline) giving their name, policy number, address and type of service or care required.

The notification of claims should always be made within 60 days of the death of the animal, and therefore no expense derived from deaths that have not been notified within this period will be reimbursed. If, at the time of the notification, the pet owner has already paid the costs of the burial, cremation, euthanasia and/or disposal of remains. s/he will need to justify these by presenting the corresponding invoices, death certificate and cremation or burial certificate to be entitled to the reimbursement up to the limit of expenses specified previously for each of these items.

# 9. Serviplus - Healthcare **Services**

The coverage Serviplus - Health Services covers the benefits detailed helow.

- > Dental care due to accidents
- > Complementary healthcare services whose scope and content is described in Appendix 1 'DKV Health and Well-being Club'

#### Dental care due to accidents

The insurance policy includes the coverage of dental treatment as a consequence of a serious accident.

A serious accident is defined as that which affects more than three teeth. In this case, the maximum limit of coverage is established at 6000 euros from the date of the accident, including cosmetic surgery if necessary, during the maximum period of one year.

For this accident coverage, the insured person may visit any odontologist

and DKV Seguros will reimburse the amount paid within the limits established.

To do so, the policyholder or insured person must provide DKV Seguros with the declaration of the claim signed by the insured person, the medical report stipulating the date of the accident and its consequences, the original invoices and the report from the medical centre specifying the treatment received.

DKV Seguros will reimburse the policyholder or insured person the sums which s/he is entitled to according to this insurance policy, by means of a transfer to the current account designated for such purposes.

The payment carried out in this way will be fully valid, effective and final for DKV Seguros.

Invoices for expenses generated and paid in foreign currencies by the policyholder or insured person will be paid in Spain in euros at the exchange rate on the date of payment; if this is not given, it shall be paid on the date of issue of the invoice or, otherwise, the date on which the service was provided.

 d) Also, those arising from services not expressly considered in the contract.

#### **Exclusions**

The following are excluded from the general coverage:

- a) Physical damage that is a consequence of wars, mutinies, revolutions and terrorism; that which is caused by officially declared epidemics; that which is directly or indirectly related to radiation or nuclear reaction; and that which results from cataclysms (earthquakes, floods and other seismic or meteorological phenomena).
- b) Dental care in injuries arising as a result of intoxication, aggression, fights, suicide attempts or self-inflicted injuries, as well as illnesses or accidents derived from wilful fraud, negligence or recklessness of the insured person.
- c) Dental care covered by insurance for occupational accidents and professional illnesses, or obligatory insurance for motor vehicles, according to their specific legislation.

# 10. Bases of the contract. Relationship between the parties. Legal aspects

# 10.1 Perfection of the contract and duration of the insurance policy

This contract has been drawn up on the basis of the declarations made by the policyholder and the insured person in the previously supplied questionnaire, which have motivated DKV Seguros to accept the risk and determine the premium.

The insurance contract and its modifications will have no effect until the policy has been signed and the first premium paid, unless otherwise stipulated in the particular conditions.

The contract will be void if, at the time of its conclusion, there was no risk or because the covered incident had already occurred.

If the content of the policy differs from the insurance application form or the agreed clauses, the policyholder may demand the correction of the existent divergence from DKV Seguros within one month from the issue of the policy. If no appeal has been made after this period, the conditions included in the policy shall apply.

For the coverage of 'Provision of Services', 'Regulatory Provision' and 'Additional Provision for extraordinary funeral expenses', it is the sole right of the policyholder to cancel the contract on its annual expiry.

Therefore, DKV Seguros is obliged to extend the contract, provided that all payments corresponding to the premium have been duly satisfied.

# 10.2 Other rights and obligations of the policyholder or the insured person

The insurance policyholder or, where applicable, the insured person must:

a) Declare to DKV Seguros, before the conclusion of the contract. with truthfulness, diligence and without concealing anything, all the circumstances known to him/her that might influence the risk assessment.

b) Inform the insurer, during the course of the contract and as soon as possible, of all the circumstances that, according to the questionnaire completed before entering into the contract, change the risk and are of such a nature that, if they had been known to DKV Seguros at the time of signing the contract, it would not have entered into it or would have done so under different conditions.

The variation in the circumstances related to the insured person's state of health will not be considered as an increase in risk.

- c) Inform DKV Seguros, as soon as possible, of the change of habitual address.
- **d)** Use all available means to reduce the consequences of the incident.

The breach of this duty with the intention of deceiving or harming DKV Seguros or obtaining an additional profit, shall relieve it of any provision arising from the incident.

e) Provide the transfer of rights or subrogation to DKV Seguros, in the event of being entitled to compensation by third parties responsible for the amount paid by DKV Seguros. f) Communicate the incident to DKV Seguros with the utmost urgency and in any case within a maximum period of seven days after becoming aware, providing all relevant information about its circumstances and effects as may be required by DKV Seguros.

#### 10.3 Other obligations of DKV Seguros

DKV Seguros is obliged to settle the provision/compensation at the end of the required investigations to establish the existence and quantity of the claim.

It must pay or provide the guaranteed provision, and, in any case, within the forty days following receipt of the claim declaration, the minimum amount due, according to the known circumstances.

If within three months from the occurrence of the incident, the insurer has not paid the guaranteed provision or the minimum amount of what it might owe, due to an unjustified cause or one entirely attributable thereto, the compensation will increase with the payment of an annual interest rate equal to the legal interest in force at the time it is paid, increased by 50%. These interests will accrue on a daily basis, without the need for a legal claim.

It is the obligation of DKV Seguros, upon contracting the insurance, to give the policyholder the provisional cover document or proceed according to article 5 of the Insurance Contract Act.

# 10.4 Payment of the insurance (premiums)

The insurance policyholder is obliged to pay the first premium at the time of accepting the contract.

The successive premiums must be paid on the corresponding due dates.

The policyholder can request the payment of the annual premiums in half-yearly, quarterly or monthly instalments.

In this case the corresponding surcharge will apply.

The payment of the premium in instalments does not exempt the policyholder from his/her obligation to pay the full annual premium.

If the first premium has not been paid due to the fault of the policyholder, DKV Seguros has the right to cancel the contract or demand payment of the owed premium by legal means according to the insurance policy.

In any case, and unless otherwise agreed in the particular conditions, if the premium has not been paid before the incident takes place, DKV Seguros will be exempt from its obligation.

In the event of non-payment of the second premium or subsequent premiums, or their instalments, the cover of DKV Seguros will be suspended one month after the maturity date of said unpaid premium.

If DKV Seguros does not receive the payment within the six months following said maturity, the contract will be understood as terminated

In any case, when the contract is suspended, DKV Seguros will only demand payment for the current year.

If the contract is not restored or terminated in accordance with the aforementioned conditions, the coverage will become effective twentyfour hours after the day on which the policyholder pays the premium.

DKV Seguros shall only be bound by the bills issued by DKV Seguros.

Unless otherwise specified in the particular conditions, the place of payment of the premium shall be the one specified in the direct debit order. To this end, the policyholder shall provide DKV Seguros with his/her bank account details for the direct debit payment for the insurance, authorising the financial institution to settle them.

If no place of payment for the premiums is specified in the particular conditions, it will be understood that this will be the policyholder's place of residence.

The payment of the premiums made by the policyholder to the agent that mediates in the policy will have the same effect as if made directly to the insurer.

# 10.5 Loss of rights and termination of the insurance contract

The insured loses the right to the guaranteed provision:

- a) If when completing the health questionnaire, the policyholder or the insured person do not respond truthfully, either concealing relevant circumstances or not exercising due diligence when providing the requested information (not applicable to the single premium modality).
- b) If the claim event takes place before the initial premium has been paid, unless otherwise expressly agreed.

- c) If the insurance policyholder or the insured person do not provide DKV Seguros with the information on circumstances or consequences of the incident, at its request, and acts in bad faith.
- d) If the claim incident occurs due to bad faith on the part of the insured person, policyholder or beneficiary.

In any case, DKV Seguros may terminate the contract by communication addressed to the policyholder, within one month from the time it became aware of any concealment or inaccuracy by the policyholder.

#### **10.6 Communications**

Communications by the policyholder or the insured person to DKV Seguros should be sent to its business address.

However, verifiable communications made to the DKV Seguros agent that mediated in the insurance contract will also be valid.

The notifications made by an insurance broker to DKV Seguros on behalf of the policyholder or the insured person will have the same effects as if they had been made directly to DKV Seguros.

However, communications by the policyholder or the insured person to the insurance broker are not understood to be made to DKV Seguros until they are received by them.

Communications by DKV Seguros to the insurance policyholder or to the insured person will be made to their address, as it appears in the insurance policy.

#### 10.7 Jurisdiction

This insurance contract is subject to Spanish jurisdiction, and the competent judge made aware of actions derived from the contract will be that corresponding to the insured person's place of residence.

# **10.8 Prescription**

The actions derived from this insurance contract will prescribe in the term of five years.

# Appendix I: Complementary services. DKV Health and Well-being Club

The insured can receive discounted rates and/or prices with beneficial economic conditions for the health and well-being services outlined below, with a network of associated professionals and medical centres, called the DKV Health and Well-being Club.

#### Services included:

## Telephone helplines: 902 499 901 (365 days a year, 24 hours a day)

- > DKV Medical Advice
- > Paediatric helpline
- > Pregnancy medical line
- > Women's medical line
- > Sports medical line
- > Nutritional medical line
- > Tropical medical line

#### **Dental service**

# **Medical specialities (consultations)**

- > Allergology
- > Angiology
- > Digestive system
- > Cardiology
- > Dermatology
- > Nursing
- > Geriatrics
- > Gynaecology

- > Haematology
- > Maxillofacial surgery
- > General medicine
- > Internal medicine
- > Nephrology
- > Pneumology
- > Neurology
- > Ophthalmology
- > Oncology
- > Otorhinolaryngology
- > Paediatrics
- > Radio-diagnostic imaging
- > Rheumatology
- > Traumatology
- > Urology

#### Other specialities and treatments

- > Psychological assistance
- > Nutritional dietary advice
- > Physiotherapy
- > Chiropody
- > Speech therapy
- > Plastic surgery and cosmetic medicine.
- > Medical examinations
- > Conservation of stem cells from umbilical cord blood
- > Second medical opinion

- > Laser surgery for shortsightedness, longsightedness and astigmatism
- > Presbyopia or tired eyesight surgery
- > Quitting smoking
- > Fertility and assisted reproduction
- > Biomechanical gait analysis
- > Predictive genetic studies
- > Treatment for sleep apnoea
- > Pelvic floor rehabilitation
- > Hair health

#### Alternative medicines

- > Acupuncture
- > Homeopathy
- > Osteopathy or chiromassage

## Wellness (well-being services)

- > Hydrotherapy, Balneotherapy
- > Gyms, Fitness

#### **Medical devices**

- > Opticians: glasses, contact lenses, intraocular lenses
- > Hearing aids
- > Orthopaedics

# Access to services

DKV Seguros will provide the policyholder with an Asistencia/ Serviplus card for each beneficiary in order to identify themselves.

For more information about the services and access to them, please consult the medical centres and suppliers in the DKV Health and Wellbeing Club:

> www.dkvseguros.com

Or call them on 976 506 009, from Monday to Friday, 9am to 7pm.

## Declaration of the expressed acceptance of the contract

For the purposes described in article 3 of the Insurance Contract Act, the policyholder declares to have received and read these general conditions in full, which have been explained to him/her, and s/he accepts and expressly approves the limiting and delimiting clauses set forth therein, and, especially, the coverage exclusions expressed in the three main covers - funeral, hospitalisation and accidents -, which have been especially and separately highlighted, and whose content s/he is aware of and understands.

It witness whereof, s/he hereby signs this document.

The policyholder

The insured

DKV Seguros y Reaseguros, S.A.E. Dr Josep Santacreu CEO

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