GENERAL TERMS AND CONDITIONS

Sabadell Dental Protection

Sabadell Protección

Sanitas

04/11/2021

BanSabadell Seguros Generales, Sociedad Anónima de Seguros y Reaseguros.

With registered offices at C/ Isabel Colbrand, 22, 28050 Madrid.

Registered under entry C-0767 in the Special Register of the Directorate-General of Insurance and Pension Funds.

Companies Register of Madrid, sheet 4,530, volume 36651, Book 0, Folio 117, Section 8, Sheet M 657405, Entry 2.

ID NO. A-64194590

Sanitas Sociedad Anónima de Seguros

Recorded on 10 February 1958 in the Register of the Directorate General for Insurance and Pension Funds, code C-320.

Organisation domiciled in Spain, Ribera del Loira, 52 - 28042 Madrid.

Companies Register of Madrid, sheet 4,530, volume 1,241, book 721, section 3, Entry 1.

ID NO. A-28037042

CONTENTS

General terms and conditions

Preliminary clause

The present contract is bound by the matters set out in its general aspects, Act 50/1980 of 8 October on Insurance Contracts (Official State Bulletin of 17 October 1980), Act 20/2015 of 14 July on the Management, Supervision and Solvency of Insurers and Reinsurers and its implementing regulation (Royal Decree 1060/2015 of 20 November on the Management, Supervision and Solvency of Insurers and Reinsurers), Act 22/2007 of 11 July on the Distance Marketing of Financial Services for Consumers by the insurance distribution directive and the matters agreed upon in the General and Particular Terms and Conditions. For particular aspects this Policy is governed by what is specifically established about coinsurance in article 33 of the above mentioned Insurance Contract Act.

Clauses restricting the rights of Insured shall be applicable when highlighted in bold letters and specifically accepted.

Clause I: Object of your insurance policy

The benefits insured by this policy are specified in the document *Insured Dental Benefits,* attached to the Particular Terms and Conditions and forming an integral and inseparable part of them and of these General Terms and Conditions. They are classified as follows:

1. Without excess: The Insured does not have to pay any amount to the dentist **unless the policy provides for copayments, which shall be specified in the Particular Terms and Conditions.**

2. With excess: The Insured **must pay the excess amount determined in the Insured Dental Benefits document**, attached to the Particular Terms and Conditions of this policy, for the service performed.

If there is any change to the insured benefits or the amount of excess, the Insurer shall notify the Insured of the new amounts to pay with two months' notice of the date of effect. Payment of the premium implies acceptance of such changes.

Clause II: Form of service provision

1. Benefits insured under the the Insurer partnered medical network

The benefits insured in this policy shall be performed in all the towns and cities where the Insurer has a partnered medical network arrangement. When in any of the towns and cities where such a representation or partnered medical network arrangement operates the services comprised in the contract are not available, they shall be provided in the province of the Insured's choosing where such facilities do exist. Insured members free to consult specialists who are members of the Insurer's partnered medical network.

The Insurer shall not accept liability for the fees of dental healthcare providers not forming part of its medical network, nor for the expenses of services that said outside providers might order.

As a rule, **the Insurer's prior authorisation is needed for surgical operations, therapeutic methods and diagnostic tests**, subject to prior prescription by one of its doctors and/or dentists. the Insurer shall award this authorisation, except if it understands that a benefit not covered by the Policy is involved. This authorisation shall bind the Insurer financially. The foregoing paragraph notwithstanding, in life-threatening situations an order by one of the Insurer's doctors shall suffice for these purposes, although the Insured shall notify the Insurer of the fact and obtain its confirmation within 7 days of provision of the healthcare service. In these emergency circumstances, the Insurer shall be bound financially up to the time when it expresses objections to the physician's order, in the event of considering that the policy does not cover the medical act.

2. Other considerations

- Inclusion in the policy cover of new diagnostic and therapeutic techniques and new technologies shall made according to the principles of evidence-based medicine once effectiveness and safety have been proven and there are adequate resources for such inclusion as arranged by the Insurer. The fact that a healthcare technique, consultation, diagnostic or therapy resource is prescribed or arranged by a dental healthcare provider does not automatically imply that it is required from a medical point of view.

- As specified in article 103 of Ley de Contrato de Seguro (the Law on Insurance Contracts), the Insurer shall bear the necessary care of an emergency nature in accordance with the policy conditions.

- All the benefits assumed by the Insurer by virtue of the policy shall be provided from the time it enters into force.

- Pre-existing conditions: All pre-existing pathological conditions are covered by this policy.

- Children aged under six included in the policy shall be entitled to the benefits indicated in this contract, being exempt from payment of the premium. **On turning six years of age the child shall accrue premiums as then applicable**.

Clause III: Other features of the insurance

1. Basis and loss of rights of the policy

1.1. The **present agreement** has been closed on the basis of the **declarations made by the Policyholder and the Insured in the health questionnaire included in the insurance application, where questions are made referring to the state of health of their health, profession, Insured's sport practices and in general those habits of life that can be of relevance for a correct assessment of the risk that is the object of the insurance by this policy being it essential that the Policyholder/Insured provides with complete truthful about the questions posed since these constitute the basis for the acceptance of the risk of the present agreement,** being the mentioned Insurance Application a constituent part of it.

1.2. The Policyholder's duty, before the conclusion of the contract, to declare the Insurer, according to the questionnaire it will submit all the circumstances known to him that might affect the valuation of risk. He is relieved of this obligation if the Insurer did not submit questionnaire or even when the Insurer did, there are circumstances that may influence the risk assessment and that are not included in it.

The Insurer may terminate the contract by declaration addressed to the Policyholder within a month, as of knowledge or inaccuracy of the Policyholder. They correspond to the Insurer except willful misconduct or gross negligence on its part, the premiums for the current period to the time to make this statement.

If the incident occurs before the Insurer makes the statement to which the preceding paragraph refers, the provision will be reduced proportionally to the difference between the agreed premium and that which would have applied had the true risk been known. If there was fraud or gross fault on the part of the Policyholder, the Insurer will be released from payment of the benefit (Art. 10 of the Insurance Contract Act).

1.3. Notwithstanding the foregoing, the Insured also loses the right to the guaranteed benefit, if the incident occurs before the premium has been paid (or, where applicable, a single premium) unless otherwise agreed (Art. 15 of the Insurance Contract Act).

1.4. The Policyholder can terminate the agreement when the medical network is changed, providing the change affects to 50% of the consultants that are part of the national medical network of the Insurer, who will have available for the Insured, at all times, in the Insurer Offices, the complete and updated list of such consultants, for the Insured's information.

1.5. In the event of the Insured not stating his/her correct date of birth, the Insurer may only contest the policy if the Insured's true age exceeds the established limits for this when the policy comes into force.

1.6. Remote subscription of Insurance: As specified in Article 10 of the Distance Marketing of Financial Services Act 22/2007 of 11 July, the Policyholder shall have a term of fourteen calendar days to terminate the remote subscribed contract, without having to indicate any reasons and incurring in no type of penalty.

The term for exercising the right to termination shall begin on the date the Insured Contract is signed. However, where the Policyholder has not received the terms and conditions of the policy and the prior information note about the contracting of the Insurance policy, the term for exercising the right to terminate shall begin to count on the date on which said information note is received.

2. Maximum age for taking out the policy

The maximum age for taking out the policy is 999 years old. Only those who are under 999 years old can be included as Insureds on the policy, unless agreed otherwise and without affecting the maximum ages that may be set,

where applicable, for additional or supplementary benefits on this Policy.

3. Duration of insurance

3.1. The Insurance Contract expiry date shall be established in its particular terms and conditions and, at its expiry, in accordance with Article 22 of the Insurance Contract Act, it shall be extended tacitly for periods of one year. Nevertheless, either of the parties may repudiate extension by giving the other party due written notice not less than two (2) months before the date of expiration of the current period, if it is SANITAS that gives this notice and one month if it is the Policyholder who gives it.

3.2. If the insurance policy is terminated unilaterally at the discretion of the Insurer, it may not suspend the provision of cover while the Insured is undergoing hospital treatment, until discharge, unless the Insured waives to continue the treatment **or unless the policy is terminated due to fraud or gross negligence on the part of the Insured.**

If the insurance policy is terminated by the Insured, the covers will cease to have effect on the expiry date specified in the Particular Terms and Conditions of the policy, and the provisions of the preceding paragraph will not apply. Therefore, if the Insured is receiving some kind of Insured benefit at the time the policy expires, the cover Insured by the Insurer shall cease on said expiration date and it will not be obliged to pay for any cost as of said date, even those arising from a claim occurring during Insurance validity.

3.3. With regards to each Insured person, the insurance lapses due

a) To death.

b) Transfer of residence abroad or not residing a minimum of six (6) months in national territory. The premium shall correspond to the Insurer until the date on which the Insured communicates and credits such circumstance.

c) For any action of the Insured against healthcare or administrative staff that may violate the right to personal honor and dignity or may be a crime.

3.4. Persons under 14 years of age can only be included in the insurance if the persons that hold their custody or guardianship are also Insured, unless the parties agree otherwise.

4. Insurance premiums

4.1. The Insurance Policyholder must pay the premium when the contract is accepted. The cover in the contract will not come into force until the contract has been signed and the first premium has been paid.

4.2. The first premium shall be requested once the contract has been signed. Successive premiums shall be requested on their respective due dates.

4.3. The Policyholder can apply for the division of the payment of the annual premiums in biannual, quarterly or monthly periods.

In these cases, the corresponding surcharge shall be applied. The division of the premium does not exempt the Policyholder of his/her obligation to pay the complete annual premium.

4.4. **If, due to the Policyholder's fault, the first premium is not paid, the Insurer** is entitled to terminate the contract or legally demand payment based on the Policy. Where payment is not received before the claim arises, the Insurer shall be freed from its obligation, except where otherwise agreed and duly indicated in the Particular Terms and Conditions of the policy.

In the event of non-payment of the second or successive premiums or their divisions, the Insurer coverage shall be suspended one month after the due date of the premium.

Where the Insurer does not claim payment within the six months following said due

date, the contract shall be considered terminated.

If the contract is not terminated or discharged according to the above mentioned conditions, the cover shall once again become effective twenty-four hours following the day on which the Policyholder pays the premium or, where applicable, suitable part payments thereof.

The Policyholder shall lose any agreed right to pay part of the premium in the case of non-payment of any receipt and shall, from that moment, be required to pay the full premium agreed to for the remaining Insurance period.

For premiums paid in installments, in the event of a claim, the Insurer may deduct from the amount payable or reimbursable to the Policyholder or Insured any premium installments for the current annual period not yet collected by the Insurer.

4.5. Where the parties stipulate the application of co-payments for certain benefits Insured by this policy, the amounts corresponding to said co-payments shall be specifically established in the Particular Terms and Conditions of the policy. Their amount shall be established each year by the Insurer. The provisions of this Clause in the event of non-payment of the second or successive premiums or part payments thereof shall apply in the case of non-payment of the amount of co-payment.

4.6. Except where otherwise specified in the Particular Terms and Conditions, the place of payment of the premium and co-payments, where applicable, shall be as indicated in the bank debit account order form.

To this end, the Policyholder shall provide the Insurer with the details of his/her bank account where the payment of the receipts for this Insurance are to be debited and shall authorise the bank to pay them.

4.7. The Insurer is only bound by the invoices issued by the Management or by its legally authorised representatives.

4.8. The Insurer may modify the premium and the amount of participation of the Insured in the cost of services with each renewal of the Contract. This review is based on technical-actuarial criteria made and based on the variation in the cost of healthcare services, the type, the frequency of use of the benefits covered and the inclusion of technological medical innovations that were not covered on the initial effective date of the policy.

The premiums to be paid by the Policyholder will vary according to the age achieved by each of the Insured, the geographical zone corresponding to the place of performance of the services, the tariffs established by the Insurer on the date of renewal of each policy being applicable. Such variation of premiums shall be communicated in writing by the Insurer to the Policyholder with at least two months' notice with respect to the renewal date.

4.9. The Policyholder, after receiving notification from the Insurer about the **variation to the premium for the next year can choose to accept the Insurance Contract renewal for the premium proposed by the Insurer or terminate it when the Insurance term in progress ends, in the latter case notifying the Insurer in writing, at least one month before the expiry date, of your wish to terminate it.**

4.10. Payment of the amount of the premium made by the Policyholder to the insurance broker shall not be considered as made to the Insurer, unless the broker provides the Policyholder with the aforesaid Insurer's premium invoice in return.

5. Provision of reports

The Policyholder and Insured must provide the Insurer, whenever expressly required so to do, medical reports and/or providers cost estimates enabling the Insurer to determine whether the requested care is covered by the policy. The Insurer is under no obligation to cover the requested care unless and until it is supplied with such reports and cost estimates

if the Insured is expressly required to supply them.

6. Complaints

6.1. **Complaints control and procedure**

a) Supervision of the business activity of the Insurer lies with the Spanish State and is exercised through the Directorate General for Insurance and Pension Funds of the Ministry of Economic Affairs and Digital Transformation.

b) In case of any type of complaint in relation to the Insurance Policy, for the settlement thereof the Policyholder, Insured, Beneficiary, Aggrieved Third Party or Successor of any of these should proceed to address:

1. SANITAS Complaints Management Department, by means of a signed written complaint with the claimant's National Identification Document or a document accrediting their identity, addressed to **calle Ribera del Loira Nº 52 (28042 Madrid) or fax to 91 585 24 68 or to the email address reclamaciones@sanitas.es**, which will acknowledge receipt in writing and issue a reasoned written decision **within the statutory deadline of two months** from the date of filing the complaint, so long as it meets all the requirements sought, pursuant to Order ECO /734/2004, of 11 March, on the customer care departments and services of financial entities and the Customer Protection Regulation available at your disposal in our offices.

2. Pursuant to *Ley de Consumo de Cataluña 22/2010 de 20 de julio* (Consumer Law of Catalonia 22/2010, of 20 July), published in the Diari Oficial de Catalunya no. 5677, customers domiciled in Catalonia may submit an incident or file a complaint on freephone 900 841 275 or at any of our offices in Catalonia (head office in Av. Diagonal 443, Barcelona).

3. Once this internal process has been exhausted or in the event of disagreement with the decision of the Insurer, a signed written complaint, with the claimant's National Identification Document or a document accrediting their identity, may be lodged with **Complaints Service of the Directorate General for Insurance and Pension Funds, on paper or electronically with a digital signature, via its website**. Accordingly, the claimant must prove that the established period for the settlement of the complaint by the Insurer Complaints Management Department has expired, that the complaint has been denied leave to proceed or has been dismissed.

4. Please be informed that the Insurer is not bound by any consumer arbitration board. The Insured may initiate administrative and legal proceedings as set down in the complaints procedure described in the General Terms and Conditions of their policy.

5. In any case, action may be brought before the relevant Courts.

6.2. Actions in connection to this Insurance Agreement shall be subject to a five-year time limit (Article 23 of the Insurance Act).

7. Other important legal points

7.1. Subrogation

Once payment of the covered benefit has been assumed, the Insurer may exercise the rights and actions corresponding to the Insured due to the claim caused with regards to the persons responsible for it, up to the limit of compensation paid.

The Insured must sign the necessary documents for subrogation in favour of the Insurer.

7.2. How to accept the Terms and Conditions

the Insurer will send the Policyholder an email at the address provided in the application form, which will include a link for registering on the website and choosing a security ID.
Any notifications sent by an insurance broker on behalf of the Policyholder will have the same effect as if they were sent by the Policyholder, unless the latter specifies otherwise.

After receiving the password, the Policyholder must go to www.sanitas.es, where the General and Individual Terms and Conditions of the policy are available, which he/she must accept using a code that will be sent to the mobile phone number provided in the insurance application form. For all intents and purposes, using the security ID will be legally equivalent to the policyholder's written signature. the Insurer may refuse to provide the insured cover if the Policyholder does not accept the Policy terms and conditions.

7.3. Notifications

7.3.1. Notifications to the Insurer on the part of the Policyholder, the Insured or Beneficiary **shall be sent to the Insurer's registered office as stated in the policy.**

7.3.2. Notifications from the Insurer to the Policyholder, Insured or Beneficiary will be sent to the physical or electronic address or to the phone number provided by the Policyholder for each of them when filling out the insurance application form, unless they notify any changes. The Policyholder authorises the Insurer to send any notifications via electronic means, provided that it is permitted by law.

7.3.3. The Policyholder authorises the Insurer to use his/her mobile phone number and email address to send all notifications, communications and information associated to the policy and to request consent/authorisation for certain medical services via electronic means, provided that it is permitted by law.

7.3.4. The Policyholder accepts the full validity and effectiveness of any notification sent by the Insurer to their home, email address or telephone number provided in the insurance application form, until notified of any changes.

7.3.5. The policyholder accepts the terms and conditions above on his/her behalf and on behalf of the insureds on the policy.

8. Data Protection clause

The personal data, including identity and health data (hereinafter Personal Data), of the Applicant, Policyholder and Insureds (hereinafter Interested Parties), provided through the insurance application form will be processed, in addition to that gathered and provided whilst the contract is in force. The Personal Data is confidential and appropriately protected. The applicant or policyholder guarantees that all of the information about the policyholder and insured(s) provided to Sanitas and Sabadell Seguros is true and that no information has been omitted regarding the health of each insured. The applicant shall be solely liable for any damage or loss, direct or indirect, which may be caused to Sanitas, Sabadell Seguros or to any third party as a result of documents provided to Sanitas and/or Sabadell Seguros containing false, inaccurate, incomplete or outdated data.

The policyholder is responsible for transferring the information contained in this personal data processing clause to all insureds included on the policy, so that both the policyholder and insureds can exercise the rights set out in the Rights of the Interested Parties section.

Similarly, the applicant/policyholder declares that they are acting on their own behalf and on behalf of the insureds when consenting to the data processing set out in this clause. Similarly, the applicant/policyholder states that the insureds understand and accept that they have provided or are providing their personal data to Sanitas and Sabadell Seguros and that Sanitas and Sabadell Seguros provide the applicant/policyholder with identity details regarding the insureds' medical services covered by the policy, unless the policyholder releases Sanitas from its legal duty to inform them in writing or when requested by any of the insureds.

In the case of group policies, the customer entity of the co-insurers (which could be the same as the policyholder in some cases) and the co-insurers may transfer, occasionally and when strictly necessary, the identity details of the minimum and essential insureds to verify

that they meet the requirements to benefit from the policy agreed between the customer entity and the co-insurers, or to control the claims rate and consequently, agree on the insurance premium to be applied. The customer entity of the co-insurers assumes the responsibility of informing all insureds of this situation. This data processing is necessary in order to correctly implement and execute the insurance contract.

8.1. Joint personal data controllers

The personal data of the interested parties will be subject to processing, as joint controllers, by the following co-insurance entities:

- **BanSabadellSegurosGenerales, S.A. de Seguros y Reaseguros**, with registered offices at C/ Isabel Colbrand, 22, 28050 Madrid and tax ID A-64194590 (hereinafter **Sabadell Seguros**). Sabadell Seguros is registered on the Register of Insurance Entities of the Directorate-General of Insurance and Pension Funds under entry C-0767 and qualified to operate in the health branch. If you have any questions or requirements regarding personal data protection, you can contact your Data Protection Officer at DPO_BSSegurosGenerales@BSSeg.com or at the aforementioned postal address.

- **SANITAS, Sociedad Anónima. de Seguros**, with registered offices at C/ Ribera del Loira, 52, 28042, Madrid (hereinafter **Sanitas**). Sanitas is registered on the Register of Insurance Entities of the Directorate-General of Insurance and Pension Funds under entry C0320 and qualified to operate in the health branch. If you have any questions or requirements regarding personal data protection, you can contact your Data Protection Officer at dpo@sanitas.es or at the aforementioned postal address.

8.2 Main purposes and legitimacy of personal data processing

(a) Formalise, develop and implement the insurance contract.
Personal Data processing is necessary in order to formalise, develop, and implement the healthcare insurance contract. This comprises managing and providing support in caring for the health of the applicant/policyholder/insured, and other purposes. Thus, Sabadell Seguros and Sanitas will process the personal data of the applicant/policyholder/insured to manage the relationship with these, manage the policy, and other purposes, and in some cases for automated decision-making based only on analysis procedures for these purposes. In these cases, the interested parties shall have the right to review and challenge the decision and to request human intervention through the channels set out in the Rights of the Interested Parties section. Sanitas may process the Personal Data to conduct surveys on satisfaction with the services received as a result of the contractual relationship and to manage the co-insurance, where applicable.This purpose is based on the need for processing in order to implement these terms and conditions and to manage the healthcare and social care systems and services.

(b) Financial solvency analysis.
Sabadell Seguros and Sanitas may process the identity data of the applicant to consult credit information file systems before taking out the policy as a means of analysing their financial solvency and to prevent and detect possible fraudulent conduct, based on our legitimate interest in adopting the measures necessary to identify and manage possible insurance-related fraudulent conduct.

(c) Technical analysis.
Sabadell Seguros and Sanitas may process personal data, including health data, to perform statistical analysis of the functioning of the technology that supports the services provided, in order to apply technical, security improvements, etc. To do this, we may use the information that you generate by using the technological resources that we offer you in order to improve quality, correct errors, improve usability, etc., based on our legitimate interest in improving the quality of technological resources.

(d) Manage the provision and cover of the healthcare service.

This processing activity involves requesting and obtaining information on the health of the interested parties in order to manage provision of the services included in the insurance contract, assess the cover and appropriate payment to the health providers or reimburse the insured or their beneficiaries for healthcare expenses, and other purposes. For this purpose, they may share and transfer personal data with one another, with the medical professionals who provide the healthcare service, even requesting and obtaining information about your health from these healthcare professionals in order to evaluate the cover and the appropriate payment or reimbursement for the services provided. Likewise, as part of managing the provision and cover of the healthcare service included in the contract, comprising supporting the policyholder/insured in caring for their health, and other purposes, Sanitas may prepare profiles based on their personal data, including health data, to send personalised information, such as guidelines and advice that help the policyholder/insured to take care of their health.

This purpose is based on the need for processing in order to implement these terms and conditions and to manage the healthcare and social care systems and services.

(e) Research by creating profiles in order to design the healthcare models included in this contract.
Sanitas may need to process the policyholder/insured's personal data, including health data, to prepare profiles that allow Sanitas to design healthcare models adapted to these profiles in order to provide the prevention service to the policyholder/insured, as part of the cover included in this healthcare insurance contract taken out by the policyholder. This purpose is based on the need for processing in order to implement these terms and conditions and to manage the healthcare or treatment.

(f) Offer and manage the care and prevention programmes included in this contract.
As part of its support in caring for the policyholder/insured's health, and using the analyses and profiles carried out, Sanitas shall offer the policyholder/insured healthcare and prevention programmes designed according to the previous section. The healthcare and prevention programmes shall be offered and managed bearing in mind the characteristics and specific needs of the policyholder/insured. Therefore, Sanitas shall need to process their personal health data in order to offer and manage the healthcare models that specifically adapt to the policyholder/insured. This purpose is based on the need for processing in order to implement these terms and conditions and to manage the healthcare or treatment.

(g) Manage the health promotion service.
As part of the healthcare support provided under the existing contractual relationship, Sabadell Seguros and Sanitas needs to process the policyholder/insured's personal data, including health data, in order to design specific health management plans for each interested party. To this end, as a result of the profiling based on the interested party's personal data, Sabadell Seguros and Sanitas shall manage the formulation of personalised health plans and proactive monitoring programs in order to ease management of complex cases (such as serious illnesses or prolonged hospitalisation), and shall manage the provision of chronic patient care and also the provision of emergency care. This purpose is based on the need for processing in order to implement these terms and conditions and to manage the healthcare or treatment.

(h) Manage access and use of the MiSanitas tool available as part of the insurance contract.
Sanitas may need to process the policyholder/insured's personal data, including health data, in order to manage and provide access to the interested party and ensure the correct functioning, of MiSanitas (the insurance management portal), either through the website or app developed for this purpose. In the context of using MiSanitas, it shall process the personal data to offer the interested party health recommendations and provide information and messages about receipts and reimbursements, and enable them to manage their appointments, etc. This

purpose is based on the need for processing in order to implement these terms and conditions and to manage the healthcare and social care systems and services.

In addition, as part of the service Sanitas provides the policyholder/insured with a Health Folder service (accessible via MiSanitas) so that they can request the transfer and filing of personal data, including health data, (e.g. doctor's reports or diagnostic tests) in a tool for the exclusive use of the policyholder/insured. However, if the policyholder/insured decides to use this service, privacy information will be provided separately from this policy.

(i) Manage the video consultation and chat service.

This processing activity requires obtaining and managing new information and data (including health data) gathered from the interested party via their remote communications with the healthcare professional and by providing documentation in order to answer the queries of the interested party in the context of the medical care provided. In this context, Sanitas will process, and where appropriate, transfer personal data to the third parties designated by the policyholder/insured in order to provide the video consultation, chat or other services made available by Sanitas to the extent that it is part of the policyholder/insured's insurance benefits. This purpose is based on the need for processing in order to implement these terms and conditions and to manage the healthcare and social care systems and services. Likewise, it will be able to manage the recording of the video consultations held as a result of using the 24-hour Emergencies service in order to manage claims related to the service received via video consultation by the policyholder/insured, based on the need for treatment for the aforementioned purpose and to meet the legitimate interest of Sanitas in storing the documents that allow processing of queries and claims from the policyholder/insured. Sanitas will also be able to manage the recording of the video consultations held within the framework of the 24-hour Emergencies service in order to improve the quality of service provided, albeit always with your consent.

(j) Actuarial risk management.

Sabadell Seguros and Sanitas will need to process the policyholder/insured's personal data, including health data, in order to carry out a statistical-actuarial analysis for both determining the associated risk and pricing of the policies of customers and potential customers either prior to taking out the insurance policy or whilst it is in force in response to the new circumstances of the insured or a change in the actuarial base. This purpose is legal as this processing is necessary in order to fulfil a legal obligation, which is imposed by the regulations applicable to insurance and reinsurance entities; and for managing healthcare and social care systems and services.

(k) Record the telephone conversations held between the interested parties and Sanitas in relation to this policy.

The recordings will be made for use in Sanitas' quality control processes in order to improve the quality of the service provided to the interested parties, based on Sanitas' legitimate interest in maintaining quality control processes and for managing healthcare and social care systems and services. Likewise, Sanitas may use these recordings, where applicable, as evidence in the case of any claim that may arise between the parties, protecting the confidentiality of the conversations held, based on the legitimate interest of Sanitas in formulating, exercising or ensuring the defence of claims and the need for processing to ensure the above. The interested party may ask Sanitas for a copy or written transcription of the recorded conversations between the two parties via the channels specified in the Rights of Interested Parties section.

(l) Meet the obligations legally required of the co-insurers.

In some cases, Sabadell Seguros and Sanitas shall need to process the policyholder/insured's personal data, including health data, in order to meet their legal obligations. Sabadell Seguros and Sanitas shall process the personal data in order to meet the obligations set out in the insurance act, tax laws and data protection regulations, and others. This purpose is legal as this

processing is necessary in order to fulfil legal obligations applicable to Sanitas and for managing healthcare and social care systems and services.

(m) For Sabadell Seguros to send marketing communications.
Sabadell Seguros may contact the applicant/policyholder/insured to inform them about the services included in their contract, special offers or similar or complementary products to those taken out that may be of interest and also to ascertain their opinion and level of satisfaction with the service received. In order to continually improve the customer experience and correctly personalise the communications, it may occasionally prepare segmentations or profiles based on the applicant/policyholder/insured's personal data and take individual automated decisions. For this purpose and to ensure internal management of the co-insurance relationship between the joint data controllers, it may occasionally be necessary for Sabadell Seguros and Sanitas to exchange data.

This purpose is legal because it is necessary in order to meet the legitimate interest of Sabadell Seguros in sending its customers information and recommendations related to its products and services that may be of interest, which are similar or complementary to those taken out. However, Sabadell Seguros guarantees the interested parties (a) their right to oppose personal data processing for direct marketing purposes and (b) their right to obtain human intervention by expressing their opinion and impugning any individual automated decision taken.

(n) For Sanitas to prepare profiles for marketing purposes and to commercially improve the services provided.
Our goal is to offer the applicant/policyholder/insured the products and services that best suit their interests and needs. To do this, Sanitas may take automated decisions based on preparing profiles using the applicant or policyholder/insured's personal data, including their health data, in order to adapt their experience with Sanitas as closely as possible to their needs and personalise it during provision of the service included in the insurance contract. In particular, the above will be carried out in order to:

1. Manage and send marketing communications based on the applicant's or policyholder/insured's profile via any channel, including electronic, related to similar products and services to those included in the insurance contract. This purpose is legal based on the legitimate interest of Sanitas and Sabadell Seguros to publicise the services, new products, special offers, etc. that best suit the applicant's or policyholder/insured's profile related to the services included in the contract and to manage the healthcare and social care systems and services. If the insurance has not been taken out, the purpose is legal based on the interested party's consent, as the data is processed with prior authorisation.

2. Send marketing communications based on the applicant's or policyholder/insured's profile via any channel, including electronic, related to new products and services. The purpose is legal, based on the interested party's consent, as the data is processed with prior authorisation.

3. Send marketing communications based on the applicant's or policyholder/insured's profile via any channel, including electronic, related to third-party products and services. The purpose is legal, based on the interested party's consent, as the data is processed with prior authorisation.

4. Anticipate the health needs of the policyholder/insured, including, for example, detecting when resources need to be increased in order to offer personalised care to the policyholder/insured. This purpose is legal, based on the legitimate interest of Sanitas and Sabadell Seguros to offer the best possible services to support the policyholder/insured in taking care of their health and the need for processing to manage the healthcare and social care systems and services.

(o) Carry out anonymization and pseudonymization procedures on the personal data, including health data, for marketing purposes, to improve the

relationship with the policyholder/insured and for scientific research or statistics.
Sabadell Seguros and Sanitas may occasionally apply certain processing methods to the applicant's and policyholder/insured's personal data, including health data, in order to prevent it from being possible to establish a relationship between the physical person identified or identifiable and the personal data processed or to prevent the personal data from being attributed to a certain person without using additional information that is stored separately. These procedures will be applied in order to process the anonymized or pseudo-anonymized data for scientific or statistical research purposes, or in order to ascertain the trends in the health of individuals, according to certain factors, for example, usage of the health insurance, establish disease patterns, etc., and in order to understand which services best suit certain groups and inform them and, ultimately, to improve the relationship between Sabadell Seguros and/or Sanitas and the policyholder/insured. This purpose is legal based on the legitimate interest of Sanitas and Sabadell Seguros to manage the healthcare and social care systems and services and based on its need for scientific research or statistics purposes.

(p) Transfer personal data to group companies.
1. In order to send marketing communications from the respective group companies based on the interested party's profile via any channel, including electronic, and based on the consent given by the interested party.

2. In order to anticipate the policyholder/insured's health needs by the respective group companies preparing profiles and carrying out statistical analyses in order to improve the services provided by group companies and offer them to the policyholder/insured, depending on their individual characteristics, based on the consent given by the interested party.

3. For internal administration purposes, based on the legitimate interest of Sabadell Seguros and Sanitas in sharing and optimising systems and processes within the corporate group for internal administration purposes, including processing customers personal data.

(q) Transfer personal data to third parties.
Sabadell Seguros and Sanitas may transfer the applicant/insured's personal data to any entity with which it establishes collaboration links in order to implement the contractual relationship with the applicant/insured. In particular, the categories of recipients, identified in the Additional Information, will be co-insurers and reinsurers, insurance brokers, entities with which a business link is established, health professionals, medical centres, hospitals and others. Sabadell Seguros and Sanitas may transfer the personal data:

1. For risk reinsurance purposes, based on the legitimate interest of Sanitas and Sabadell Seguros in managing the risk taken on and the need for processing in order to manage the healthcare and social care systems and services.

2. Analyse usage of the Sanitas website and apps based on the consent given by the interested party.

8.3 Source of the personal data

The source of the personal data may vary in each case. In particular, Sabadell Seguros and Sanitas sell their healthcare insurance products as co-insurers through the Operador de Bancaseguros Vinculado **BanSabadell Mediación, OBSV, del Grupo Banco Sabadell, S.A.**, which gathers, as the processor, the personal data of the interested parties, including health data, on behalf of the co-insurance entities. Likewise, other personal data that may be processed is that provided through forms (such as the contact form) and which has been generated as a result of providing the service or that has been obtained from brokers or collaborating third parties.

8.4. Personal data storage period

Sabadell Seguros and Sanitas will process the policyholder/insured's personal data and store it for the duration of the contractual

relationship with the policyholder/insured or until the obligations applicable by law expire.

For the purposes for which the policyholder/insured has given their consent to process their personal data or for which there is the option to object, Sanitas will cease to process the personal data for that particular purpose immediately after the interested party withdraws their consent or exercises their right to oppose.

All of the above is understood without affecting the subsequent storage required in order to formulate, exercise or defend potential claims, to comply with clinical documentation storage obligations, applicable law permitting, or to make personal data available to judges and courts, the Public Prosecutor's Office or Public Administrations. During this additional period, Sabadell Seguros and Sanitas shall store the personal data locked. When this period ends, Sabadell Seguros and Sanitas undertake to stop processing the personal data. Notwithstanding the above, personal data may be kept for longer periods when necessary, provided that it is processed exclusively for healthcare, medical, scientific or statistical research purposes and taking into account the specific case. More information is available in Additional Information.

8.5. Access to personal data

For optimum provision of the service, third-party Sabadell Seguros and Sanitas service providers may need to access the policyholder/insured's personal data as the data processors.

The applicant/policyholder/insured understand that some of these service providers may be located in countries outside the European Economic Area or do not offer a level of security equivalent to Spain. To ensure that personal data is processed with a level of security equivalent to that already in place, Sabadell Seguros and Sanitas have adopted the appropriate guarantees. Likewise, international transfers are made under the protection of an adequacy decision from the European Commission, under the protection of the authorisation of the Spanish Agency for Data Protection or are covered by appropriate security measures. More information about international transfers is available at International Data Transfers at www.sanitas.es/RGPD. To obtain a copy of said authorisation, the applicant/policyholder/insured can contact Sanitas through the means set out in the Rights of Interested Parties section.

In addition to the access to personal data that third-party providers may have as national or international data processors, within the framework of providing a service, Sabadell and Sanitas shall transfer personal data to other entities, within the group or third-party entities, as specified in the Main Purposes and Legitimacy of Personal Data section.

In addition to the above, the applicant/policyholder/insured understands that Sabadell Seguros and Sanitas may transfer or communicate personal data in order to meet their obligations with Public Administrations, the General Directorate of Insurance and Pension Funds, or the Spanish Tax Office, when required, in accordance with current law, and where appropriate, to others bodies such as the National Security Forces and Legal Bodies.

Likewise, the applicant/policyholder/insured understands that Sabadell Seguros and Sanitas may request, require and share their personal and health data with health professionals or centres, hospitals and other entities, including co-insurance entities and entities with which it maintains reinsurance or collaboration relationships and they therefore understand that it will be necessary for these to reciprocally transfer their personal data in order to manage reinsurance, co-insurance, comprehensive care programs, for better knowledge and assessment of the risks to be covered, fraud prevention, to determine the healthcare required, payment to healthcare providers or reimbursement of healthcare expenses to the insured and to process the claims submitted by the insureds.

8.6. Rights of interested parties

Interested parties may exercise their rights of access, rectification, objection, deletion, data portability and restriction of processing and to reject automated processing of the personal data at any time.

The interested parties or their representative, where applicable, may exercise these rights at any time and at no cost (unless the request is excessive or unfounded) by sending a written and signed request, along with a copy of their national identity card or equivalent proof of identity, to the following address: Calle Ribera del Loira nº 52, 28042, Madrid, Spain, FAO: LOPD Seguros or via the MiSanitas portal (http://www.sanitas.es/misanitas/online/clientes/contacto/index.html). Interested parties can also exercise their right using the forms provided for this purpose in the ARCO Rights section of the Additional Information. In the case of representatives, these must also provide proof of identity by sending a written document, along with a copy of the national identity card of the person they represent or equivalent proof of identity, which is specified in the Additional Information.

In addition to the aforementioned rights, the applicant/policyholder/insured has the right to withdraw their consent at any time by following the procedure described above, without this withdrawal of their consent affecting the lawfulness of processing before its withdrawal. The applicant/policyholder/insured's personal data can continue to be processed to the extent to which applicable law permits. The applicant/policyholder/insured can get more information about each of the rights mentioned in this section in the Additional Information.

They may also contact the Data Protection Officer of either of the joint data controllers at the email addresses specified in section II with any queries related to the protection of their rights and, as a last resort, contact the Spanish Data Protection Office to request protection of their rights or file a complaint. www.aepd.es.

Notwithstanding the above, Sanitas hereby informs the applicant/policyholder/insured that a system of internal conflict resolutions is available in which the Data Protection Officer has an active role as a mediator in order to ensure more agile management of any claim that the applicant/policyholder/insured sends to the postal or email address specified in the Joint Data Controllers section. Therefore, the applicant/policyholder/broker is encouraged to contact the Data Protection Officer before filing a complaint with the corresponding supervisory authority.

8.7. Revoke consent to receive marketing communications.

As mentioned in the previous section, the applicant/policyholder/insured has the right to withdraw their consent to be sent marketing communications at any time by notifying Sanitas that they no longer wish to receive them. To do this, the applicant/policyholder/insured can withdraw their consent either by following the procedure described in the previous section or by clicking on the link included in each marketing communication, thereby cancelling electronic marketing communications.

8.8. Minors.

In general, the personal data of children under eighteen years old shall only be processed if their parents or guardians have given their consent, when it is necessary in order to implement the insurance contract or in order to comply with legal obligations or meet a legitimate interest of Sanitas.

However, pursuant to current law, children under fourteen years old (or the age that can be legally set for these purposes) will have the right to access their own medical information and the rights afforded to them by law.

8.9. Additional Information

Sanitas and Sabadell Seguros provide the applicant, policyholder and insureds with Additional Information on processing of their personal data at www.sanitas.es/RGPD/coasegurosabadell and invite them to consult it.

8.10. Amendment of the privacy policy.

This privacy policy may be amended pursuant to applicable law at each given time. In any case, the applicant/policyholder/insured will be duly notified of any amendment to the privacy policy so that they are aware of the changes made to the processing of their personal data and, when required by applicable regulations, the applicant/policyholder/insured may give their consent.

9. Jurisdiction

The Court competent to hear actions arising from the insurance contract shall be the one corresponding to the Insured's address in Spain.

10. Prevention of money laundering and financing of terrorism

The Insurer shall not undertake any service in the Insured cover of this policy if this constitutes an infringement of Spanish, United Kingdom, European Union, United States of America, or international laws in general, reserving the right, in the corresponding cases, to cancel the membership of the Insured affected by said offense. Similarly, you may reject the inclusion of a new Insured, if this may lead to a breach of any of these laws.

11. How to contact us

Customer Service

91 752 28 52 / 93 362 34 49 / 900 909 069

12. Co-insurance Clause

The benefits guaranteed by this policy are covered under co-insurance, with the percentages specified for the following entities:

SANITAS S.A. de Seguros	50%
BanSabadell Seguros Generales	50%

This co-insurance is established in a single policy, issued by SANITAS S.A., hereinafter the insurer, and must be signed by the Policyholder and/or insured and by all co-insurers, thereby rendering it completely valid for all of them. In the event of issuing supplements or appendices, the insurer will issue a single document that must also be signed by all the co-insurers, except in cases of regularisation of the premium and those that do not modify the financial conditions of the contract, which will be signed by the insurer only on behalf of the entire co-insurance table. Consequently, the Policyholder and/or insured will only sign the contract documents issued by the insurer.

For the premiums to come into effect, the Insurer will issue and present for payment one receipt for all the shares. Payment will clear the Policyholder's debt with each of the co-insurers, without affecting the payments between said co-insurers that would subsequently take place.

In their relationships with the Policyholder and/or the Insured, the co-insurers will always be represented by the Insurer, even when declaring, processing or settling the claims that arise. The Policyholder and/or insured must only contact the Insurer to inform them of contingencies they must report to their insurers and all communications between these and the Policyholder and/or insureds will go through it.

Likewise, in the event of a claim, the decisions that must be taken to defend the interests of the insured and the co-insurers will be taken with the agreement of the insured and the Insurer, except when delegated to the other co-insurer due to special circumstances and also by mutual agreement.

Without affecting the Insurer's decision-making powers set out in the previous paragraph, when the technical complexity and financial significance of the claim thus dictates, the Insurer may consult the decision that corresponds to the other co-insurer.

The representation of the Insurer does not extend to possible legal or arbitration proceedings that may arise from this contract, and are filed by the Policyholder and/or the insured or injured party; therefore, during these proceedings all co-insurers must be sued for their respective fees, although they may subsequently entrust the leading company with managing the proceedings. When the purpose of the lawsuit is to claim the corresponding compensation from one or more co-insurers, having already been paid by the others, the claim will only be lodged against the companies that owe the benefit.

This contract may be terminated::

1. By the Insurer, on behalf of all co-insurers, in all cases in which the law and this contract grant insurers the power to terminate it.

2. By the Policyholder in the cases covered by law and in this contract by contacting the insurer only.

The act of terminating or not extending the contract is indivisible and may only be exercised by the leading company, on behalf of all co-insurers. Consequently, a co-insurer may only be separated or excluded from the co-insurance table when the contract is extended, under the terms and conditions set out in the following paragraph:

The Policyholder may oppose the extension of this contract, either in its entirety, or with respect to one or more of the co-insurers, in both cases contacting the affected insurer and the co-insurers. The Insurer will have the same right, and must notify the Policyholder and affected companies of their total or partial renouncement of the contract. Likewise, every co-insurer may oppose the extension of their participation in the contract, giving the Policyholder and the Insurer the two months advanced notice provided for by law.

In all cases, notification of the resolution or non-extension of the contract must be given with the notice set out in this contract.

The Policyholder and/or Insured and the co-insurers of the risk, agree to the content of this contract by signing it, understanding that the provisions of the preceding clauses do not mean that the co-insurers jointly meet the obligations undertaken by this policy. The liability undertaken by each of them is their own and is independent from that of the other co-insurers, which is determined according to the percentages set in the co-insurance table and without being able to demand, for any reason, payment of compensation that exceeds that resulting from applying these percentages.

Executed in duplicate in Madrid, 04 November 2021

For the Insured / Policyholder

For the Insurer

Javier Ibañez
Sanitas, S.A. de Seguros

Claudio Chiesa

BanSabadell Seguros Generales, S.A. de Seguros y Reaseguros