# Health insurance application

# **DKV Selección**

## Unión Médica la Fuencisla

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Branch Office Field Number Order Ins. no. Effective date Due date 1st Physical Bill  Day Month Year Day Month Year					
Name of work centre Code Work C.					
(Only complete for requesting supplements.)  Branch Office Field Policy number Policy type Effective date for the supplement Inclusion  Day Month Year Modification					
Policyholder (Write in capital letters)  Surname or registered name  Tax ID (NIF) / Company ID (CIF) / Foreigner ID (NIE) Registered Address  Postcode  Town/City  Prov. Telephone  Mobile phone  Fax  Birth date  Contact: Telephone Mobile phone  Day Month Year					
Work e-mail @ personal e-mail @					
Man Woman Nationality Code Acting on behalf of Spanish Catalan Galician Euskera German English					
Do you wish to receive detailed information on medical procedures carried out? (taking out Health guarantees)  Yes No  Yes No					
Company codes  Period Collection Managing agency Collaborating agency Policy bill  A S T M U 0 No 1 Yes					
Address for collection of receipts IBAN					
Would you like to enjoy the cover in the "DKV Network of Healthcare Services" by paying an additional premium and selecting the risk involved for those health problems (illnesses or injuries) and/or medical conditions  [Yes]  [No]  (pregnancy or gestation) prior to the taking out the insurance.					
Total premium,					

<b>Insured persons</b> (For Relationship	each of the insure	d persons in	dicate tl	he correspoi	nding co	de in the	section for se	x and Sex	relations	hip)	
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	ouse 2 Son	3 Daug	nter 4	Father	5 MOI	_	Others	Н	Man	IVI	vvoman
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	Day Month Ye	ar.									
Profession	Day Month le	ui									
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3) Surnames						F	irst Name				
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	Day Month Ye	nr									
Profession	La L	ui	1 1 1		1 1 1						
4) Surnames						F	irst Name				
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Profession											

## Health declaration

All pages should be answered in detail. You should even include any discomfort, illness, or accident scars that you may consider to be irrelevant. Dashes and crosses are not considered valid answers. If you do not have sufficient space, you can reply on an attached sheet including your name, date, and signature for reference.

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Policyholder  Personal details of the insured person/persons  The order of the insured persons will be as expressed on page 2 of the insurance application.  Insured persons  1 2 3 4 5 6 7 8  Weight (Kg) / Height (cm) / / / / / / / / / / / / / /  Tobacco use (T), alcohol (A) TAD
The order of the insured persons will be as expressed on page 2 of the insurance application.  Insured persons 1 2 3 4 5 6 7 8  Weight (Kg) / Height (cm) / / / / / / / / / / / / / / /
Weight (Kg) / Height (cm) / / / / / / / / /
Tobacco use (T), alcohol (A) TAD TAD TAD TAD TAD TAD
and/or drugs (D) (circle any relevant
and indicate the type and quantity)
Dioptres: right eye/left eye / / / / / / / / / / /
Health questionnaire  If any of your responses to the following questions are affirmative, please supply further information on the corresponding line, in the box following t questionnaire, and/or supply detailed medical information (making clear which of the insured persons it refers to if you are applying for several people 1. Have you or have you had any illness, accident, congenital malformation,
INS./QUES. No. START/END DATE SOURCE LOCATION TREATMENTS TESTS AND RESULTS CURRENT SITUATION
EXAMPLE 2005 Pack pain Lumbar Anti-inflamatory CAT. Herniated disc Nothing, pain on due to moving home and rehabilitation minor rare occasions

## **Briefing note**

In compliance with article 126 of Royal Decree 1060/2015 of 20 November (ROSSEAR), regarding the private duty of information in health insurances.

# 1. Objective risk factors to be considered in the premium rate to apply in successive renewals of the policy (in all categories of health insurance coverage taken out)

The premium of each insured person is calculated according to the age as a risk factor. If the mathematical methods used by UNION MEDICA LA FUENCISLA (hereinafter, DKV - UMLF) to calculate the risk premium come across another significant and objective risk factor, its inclusion in the rate calculation will be communicated to the policyholder prior to the policy's renewal.

Other factors also intervene in the calculation of the premium, such as the increase in the health care cost and the medical technology innovations that are incorporated into the insurance cover.

In the case of collective policies, the result of the group and the number of layers of premiums applied will also be taken into account in the renewal of contracts.

Health product premiums for the current year, in its individual modality, can be consulted at www.dkvseguros.com/umlf and are also available in DKV - UMLF branches.

### 2. Termination of the contract

DKV - UMLF has the right to cancel the contract in the event that the policyholder does not pay the first or successive premiums, in accordance with the provisions of point 4 of this information bulletin. DKV - UMLF may also 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 or the insured person when filling in the insurance application and the health declaration. In this case, if DKV - UMLF has paid any compensation or assumed any service provision, it may request that the corresponding sum be reimbursed.

Furthermore, DKV - UMLF can terminate the contract if any risk increases due to a change in residence, change in habitual profession, or due to starting leisure or sport activities with a high or extreme risk.

## 3. Renewal of the contract

The policy will be renewed by tacit agreement for successive annual periods. DKV - UMLF can oppose such automatic renewal by sending a written notification to the policyholder at least two months prior to the end date of the current year. The policyholder can also oppose the renewal of the policy, at least one month prior to the maturity date written therein, provided that DKV - UMLF are notified in an indisputable way.

## 4. Policy rehabilitation

In the event of non-payment of the second or subsequent premiums, DKV - UMLF cover will be suspended one month after the maturity date of said premium or instalment. If DKV - UMLF does not receive the payment within the six months following said maturity, the contract will be understood as terminated. If the contract is not restored or terminated in accordance with the aforementioned conditions, the coverage will become effective twenty-four hours after the day on which the policyholder pays the premium.

### 5. Freedom of choice of the provider

## a) Health insurances:

This health insurance policy is based on the free choice of doctors and hospital centres, chosen from among those included in the 'DKV - UMLF Network of Healthcare – Services', which covers the territories where the insurance is marketed (and varies according to the insurance modality contracted).

In no event shall DKV - UMLF compensate or refund in cash the cost of the invoices issued by doctors and centres included in the "DKV - UMLF Network of Healthcare Services" according to the modality contracted, if the insured person did not identify themselves previously with their DKV – UMLF MEDICARD ®.

The right to freely select the doctor or centre implicates the absence of direct, joint or subsequent responsibility for DKV - UMLF with regard to the actions of such doctors or centres, where DKV - UMLF has no control capacity due to professional secrecy protection, the confidentiality of health-related information and the prohibition for third parties to gain access to such data. As medicine is an activity of means and not results, DKV - UMLF cannot guarantee the positive outcome of medical procedures covered by the policy.

Information about the "DKV - UMLF Network of Health Services" can be obtained by calling customer service numbers 913 790 403, 913 790 443 and 913 790 409; the company's branches; and on the DKV Seguros website (www.dkvseguros.com/umlf).

## Preliminary information for the policyholder

#### **Preliminary clause:**

This contract is subject to Insurance Contract Act 50/1980 of 8 October. The control of the insurance activity of UNIÓN MÉDICA LA FUENCISLA, S.A. (hereinafter, UMLF), with registered offices at Torre DKV, Avenida María Zambrano, 31 (50018 Zaragoza), corresponds to the Kingdom of Spain and, specifically, to the Ministry of the Economy via the Directorate-General of Insurance and Pension Funds.

The following elements comprise the contract: application, health declaration, general, particular and special separate terms and conditions, and any supplements or appendices that accompany them. Transcripts or references to legal precepts do not need to be accepted.

In order to resolve the conflicts that may arise with UMLF, the policyholders, beneficiaries, damaged third parties or persons who may acquire the rights of any of the above, can present a claim in any of the following ways:

- > At any of the UMLF Seguros branches, before the Customer Defence Service of DKV Seguros or through our Customer Services
- > Claims can also be sent by mail or to the address of the Customer Defence Service. Complaints can be made by post or fax to the following address: Torre DKV, Avenida María Zambrano 31, (50018 Zaragoza); by calling 976 506 000, or sending an email to defensacliente@dkvseguros.es. The customer can choose how they would like to receive a response, and indicate the address to which responses can be sent. The file will be answered in writing within a maximum of two months. UMLF's Customer Service Regulations are available at any UMLF branch
- > After a two-month period has elapsed, if the customer disagrees with the proposed solution, they may contact the Claims Service of the Directorate-General for Insurance and Pension Funds, which is domiciled at Paseo de la Castellana 44, 28046 Madrid. Once the preliminary procedure has been proven before UMLF, an administrative record will be initiated
- > As well as the above methods for making a claim, the customer can also make a claim before the corresponding Jurisdiction

## Privacy and personal data protection rights

The insurance policyholder declares that s/he is expressly and accurately informed of the following terms:

#### Responsible party for data processing

Unión Médica La Fuencisla, S.A. (hereinafter, UMLF) is the data controller and is expressly authorised by the policyholder to process the personal information provided, for both him/herself and other beneficiaries on the policy.

## Purpose of data processing and legal basis

UMLF will incorporate and process the personal data (including health data) provided in the insurance application and, where relevant, information derived from medical reports or certificates, as well as that obtained during the term of the contract, in order to comply with the contract and, once cancelled, for the purpose of dealing with potential claims or complaints, until the legal statutory periods have elapsed.

Your personal data will be processed on the legal basis of the contractual relationship, compliance with legal obligations and legitimate interest, specifically with a view to:

- Managing UMLF's insurance activity. Among other functions, this process involves assessing and determining risk, processing
  claims, charging insurance payments, communicating changes to financial conditions, paying provisions, and managing prevention
  and health promotion plans, along with additional insurance services
- We also carry out activities with aggregated data for statistical purposes, detecting and preventing fraud, and scientific and market research. We will never make any decisions on the sole basis of automated data processing, including profile elaboration, if such decisions can entail negative legal effects for you
- Keeping you **informed on promotions and improvements** regarding the contracted product, or on other products and services that DKV Seguros considers may be of interest to you, which, in any case, will be specific to the contract holder, or on other products of the ERGO insurance group that may be of interest to you

## Main recipients

Depending on the purpose of the processing, your personal data may be communicated to:

- Insurance service providers, the co-insurer or the risk reinsurer, the broker involved in selling the insurance contract, and to financial institutions through which bill and provision payments are to be made, as well as to all healthcare professionals or hospital groups that charge for such provisions.
- Companies that form part of the ERGO group or other companies associated with DKV Seguros, or which collaborate with it in promoting and marketing products and services that may be of interest to you, in which case the communication will always be governed by the principle of data minimisation.
- The DKV Integralia Foundation, including its subsidiaries, which provides the contact centre service to our insurance policyholders, as well as to third parties, and consultation and specialised advice professionals, regarding health and the insurance sector.

The insurance policyholder is compelled to inform other insured persons and beneficiaries that their personal details have been collected by UMLF for such processing and purposes.

#### **Retention of information**

Your details will be retained throughout the lifetime of the policy, and once the contractual relationship has ended, during the minimum legally established periods for the purpose of dealing with claims and complaints.

Once cancelled, the company will store the data for seven years, and will delete them permanently once all obligatory retention periods have elapsed, by virtue of article 30 of the Code of Commerce, as well as any limitation periods defined in article 23 of Act 50/1980, of 8 October, on Insurance Contracts, which may be applicable.

With life insurance policies, the retention period is ten years, in compliance with the regime established in articles 28 to 30 of Royal Decree 304/2014, which approves the regulation of Act 10/2010 on the Prevention of Money Laundering.

### Right of information

You have the right to obtain information from the company free of charge, regarding our data processing registry, the recipients of your data and information regarding your personal data processing, or that of minors included on the policy.

If your details are subject to processing, and after accrediting your full name and national ID document, you can exercise your rights of access, portability of identification details, rectification (in the case of inaccurate details), removal, limitation and opposition with respect to the processing of your personal data, and to revoke your consent if relevant, and will be informed in this case of the consequences of such. To do this, you can write to DKV Seguros (Data Protection Officer), apartado de correos 8021 (50018 Zaragoza).

If you want more information on privacy and how to exercise your rights, you can consult the Privacy Policy on our website, www.dkvseguros.com, and log in to the customer area, or write to the aforementioned address. Finally, you can get in touch with our Data Protection Officer by emailing dpogrupodkv@dkvseguros.es.

If you do not find our response satisfactory, you can contact the competent Supervisory Authority to file a claim; in Spain, this is the Agencia Española de Protección de Datos (Spanish Data Protection Agency). For more information, go to www.agpd.es.

## Authorising access to health information

From this moment and during the entire term of the contract, the insured persons authorise UMLF, with a view to assess, set out, update and manage risk, prevent illness and promote health, to verify all information that may be necessary regarding their state of health, whether from previous insurance contracts or contracts currently in force, or from medical reports provided by professionals and health clinics that have seen to them.

Furthermore, in accordance with articles 16.3 and 18 of the Insurance Contract Act, during the term of the contract, the insured persons authorise UMLF medical services to collect medical data and information directly from health professionals, with the sole purpose of managing, paying for, and auditing the insurance contract. Health professionals who have examined, assessed and treated the insured persons are expressly not bound by confidentiality commitments and are authorised to provide the information required to UMLF, even if an insured person is deceased.

## Confirmation and closing of the insurance application

By signing the contract, the policyholder confirms, and expressly states their compliance with all of the statements made in the insurance application, confirming that they know, understand, and accept the content within it. They also recognise that they have received all of the preliminary information regarding the specificities of the insurance. The policyholder particularly ratifies the clauses relating to the processing and protection of personal data and to authorising access to health information and confirms the health declaration of the insured persons -even it it has not been filled in by hand- and declares that there is no concealment or circumstances that could have an effect on the assessment of the risk covered by UMLF or on the rejection of the requested cover.

Furthermore, the policyholder declares that he/she is aware that UMLF Seguros will not cover any provision derived from or related to states of health prior to taking out the insurance contract, which are not expressly reflected in the health declaration.

In, on _	_ Signature of the policyholder