# RIDER TO THE GENERAL CONDITIONS

## DEFINITIONS

- **Main Insured. Employee,** director, member of the organs of governance and/or senior management personnel of the Policyholder currently in active service and resident in Spain, complying with the conditions established by the Insurer for subscribing the present Policy and with cover that depends on the membership and cover of the Dependent Relatives.
- **Individual Insurance Certificate.** Document delivered by the Insurer to each of the Main Insureds and including the names of the Main Insured, his or her Dependent Relatives and the benefits covered.
- **Dependent Relative.** Spouse of the Main Insured or Life Partner (not affected by any legal or de facto separation) and/or the unmarried children of the Main Insured or the spouse, up to the maximum age of 25 years (not inclusive) living at the same address as the Main Insured.
- **Insurable Group.** Ensemble of employees, directors, members of the organ of governance and/or senior management personnel of the Policyholder, on active service, and their Dependent Relatives, all resident in Spain and complying with the subscription conditions established in the Policy.
- **Insured Group.** All the members of the Insurable Group meeting the subscription conditions for the collective Healthcare Assistance insurance with respect to which the Policyholder has requested cover and this has been accepted by the Insurer.

**A) IN ADDITION TO THE PROVISIONS CONTAINED IN ARTICLE 5.2 OF THE GENERAL CONDITIONS, THE FOLLOWING IS INDICATED:**

## 1. CONDITIONS FOR THE INCORPORATION OF THE MAIN INSURED

**1.1** The provisions contained in article 5.2 of the General Conditions are amended to the maximum age for subscribing the collective Healthcare Assistance insurance is raised to the age of 69 years, inclusive.

**1.2** At the moment of the initial application for registration of the collective by the Policyholder, it will not be necessary for the Main Insured to complete the Health Questionnaire provided that the Insured Group comprises at least twenty (20) Main Insureds or thirty-six (36) Insureds.

The Health Questionnaire will also not be required for the registration of those Main Insureds occurring in the three (30) days following their incorporation into the company (Policyholder) or from when a change arises in their employment situation.

In the case of a Main Insured who was previously rejected by the Insurer or whose subscription was conditional on the exclusion of some particular cover or benefit, the rejection or exclusion proposed previously will be applied in full.

Should the Insured Group become reduced, for whatever reason, to fewer than twenty (20) Main Insureds during the validity of the Policy, the Health Questionnaire will be required for those persons added during the period in which the Insured Group remains below twenty (20) Main Insureds or thirty-six (36) Insureds.

In order to avoid any doubt in this respect, it is expressly stated for the record that the non-requirement of any Health Questionnaire does not in any case affect the limitations and exclusions for cover established in the General, Particular and Special Conditions of the Policy.

## 2. CONDITIONS FOR INCORPORATION OF DEPENDENT RELATIVES

**2.1** Cover under the collective Healthcare Assistance insurance will extend to the Dependent Relatives of the Main Insured in accordance with the terms and conditions established in the present rider, provided that the Main Insured and/or the Policyholder has duly requested the

corresponding subscription of the Dependent Relative(s) and this/these person(s) has/have been accepted by the Insurer.

**2.2** In the cases described below, and provided that, at the moment of the initial application for inclusion of Dependent Relatives, the Insured Group comprises at least twenty (20) Main Insureds or thirty-six (36) Insureds, it will not be necessary for the Dependent Relatives to complete the Health Questionnaire:

- In the open periods expressly established by the Insurer. For the purposes of the present rider, open period is deemed to be the temporary promotional time established by the Insurer and duly notified to the Policyholder and the Main Insured.
- In the subscriptions arising during the thirty (30) days following the moment when the Main Insured acquires this status and is included in the Insured Group.
- In the subscription of the spouse or Life Partner of a Main Insured occurring during the thirty (30) days following the date of celebration of their legal union.
- In the subscriptions of the children of a Main Insured provided that the notification of the subscription occurs during the thirty (30) days following the date of birth and/or adoption.

The children of the Main Insured or his or her spouse aged 25 years or over and suffering from any disability that prevents them from engaging in any gainful employment may subscribe the policy provided that they are economically dependent on the Main Insured. In this scenario, the Insurer may request additional information to verify the medical, employment and economic situation of the disabled child and it may make the latter's cover conditional on the outcome of the review of the said information.

**2.3** In the case of a Dependent Relative who was previously rejected by the Insurer or whose subscription was conditional on the exclusion of some particular cover or benefit, the rejection or exclusion proposed previously will be applied in full.

**2.4** In those cases where there is a legal or de facto separation, the ex-spouse or ex-Life Partner of the Main Insured may only be covered by the Policy when the Policyholder expressly accepts such cover in the Particular Conditions.

**2.5** None of the persons forming part of the Insured Group may appear in this Policy simultaneously as both a Main Insured and a Dependent Relative.

**2.6** The cover for Dependent Relatives will only be valid for those who, meeting this condition, are expressly listed on the insurance application on the Individual Insurance Certificate.

The Insurer expressly reserves the right to request documentation accrediting the status of Dependent Relative.

The cover and continued inclusion of Dependent Relatives is conditional on that of the Main Insured.

## 3. ADDITIONS TO AND REMOVALS FROM THE INSURED GROUP

**3.1** The Policyholder, following receipt of an application for inclusion in the collective and acceptance by the Insurer, will provide the list of persons making up the Insured Group, with all of their personal details required in order to be able to provide Healthcare Assistance.

Provided that the requirements established are met, the inclusion of a Main Insured and the Dependent Relatives, if any, on the corresponding policy will determine the start of the Insured Period, with the levels of cover, limits and exclusions established in the Policy.

**3.2 Without prejudice to the provisions contained in the General Conditions and in the Particular Conditions about the duration of the contract and non-payment of Premiums, the loss of status of Main Insured, and/or the loss of the conditions required to belong to the Insurable Group, automatically implies the elimination of the Main Insured from the collective Healthcare Assistance insurance and the termination of the cover. The removal of the Main Insured automatically entails the corresponding removal and termination of the cover for any Dependent Relatives that may thus have been able to subscribe the collective Healthcare Assistance insurance.**

An Insured may be removed due to the loss of the conditions needed to belong to the Insurable Group

**3.3** Additions and removals will be effective from the first day of the month following their notification, unless the Insurer and the Policyholder expressly agree a different date. Nonetheless, in the event of removal because the Main Insured or the Dependent Relative has reached the age 70, or the dependent children have reached the age established in the Policy, cover will cease at the end of the annual period of the insurance during which the said age has been reached. In the case of registration of a newborn infant that is the illegitimate child of an Insured whose delivery was covered by this Policy, his or her registration will be effective from the respective date of birth if notified within the term of thirty (30) days following the birth.

**3.4** Throughout the period of validity of the Policy, the Policyholder will notify the Insurer of any and all changes arising in the Insured Group during the first five (5) days of each month. The Policyholder will notify the additions accompanied their insurance application form and/or the

Health Questionnaire, where appropriate, duly completed by the Main Insured or Dependent Relative.

The Policyholder will be responsible for any damages that may be caused to the Insurer through any failure to comply with the notification obligations regarding changes in the Insured Group.

## 4. INDIVIDUAL INSURANCE CERTIFICATE

**4.1** The Insurer will provide each Insured with the corresponding Individual Insurance Certificate setting out the benefits covered, with the Policy remaining in the possession of the Policyholder.

**4.2** 4.2 Any variations in the cover affecting each Individual Insurance Certificate will require the issue of a new certificate, which will render the previous certificate invalid following its replacement.

**4.3** In the event any Individual Insurance Certificate is lost, it will be cancelled and the Insurer will issue a duplicate certificate in accordance with the formalities foreseen in current legislation.

## 5. REPRESENTATION OF THE INSURED GROUP

**5.1** The Policyholder represents the Main Insureds and their Dependent Relatives for all matters arising out of the contents of the Policy.

**5.2** The Policyholder is responsible for the fulfilment of the obligations arising out of the contract except for those that, by their nature or because it is so provided for expressly in this Policy, must be fulfilled by the Main Insureds and their Dependent Relatives.

**5.3** Whenever the insurance is arranged with a contribution by the Insured parties to its cost, the Policyholder undertakes to make full payment of the total receipt without being able to allege vis-à-vis the Insurer any demurrer whatsoever due to the lack of any such contribution.

**B. IN ADDITION TO THE PROVISIONS CONTAINED IN ARTICLE 5.2 OF THE GENERAL CONDITIONS, THE FOLLOWING IS ESTABLISHED:**

## 1. CONTINUITY IN OTHER INSURANCE POLICIES CARRIED BY THE INSURER

**1.1** The continuity options for Insured parties established below do not limit or derogate those agreements included in this sense in the Particular Conditions to the Policy.

**1.2** **I**nsured parties who, at the moment they reach 70 years of age, have been insured with the Insurer without interruption during the last five (5) years and are included in any of the Insurer's subscription criteria, shall be able to subscribe an individual policy with such cover, limitations and exclusions as the Insurer may have established at the moment of the application.

Insured parties who reach 70 years of age must apply for the subscription of their individual insurance within the term of thirty (30) days following the conclusion of the policy's annual period. If all of the requirements are met, the date of effect of the individual insurance will be the day after the Insured's removal from the collective health insurance and no Waiting Period whatsoever will be applied and Pre-existing Illnesses will not be excluded except in those cases where, in accordance with the provisions established in the present Policy, an agreement has been reached with the Insured regarding the exclusion of certain items of cover or some Pre-existing Illnesses.

**1.3** The Main Insureds who lose their employment relationship with the Policyholder, and their respective Dependent Relatives, may subscribe an individual policy individual with such cover, limitations and exclusions as the Main Insurer may have established at the moment of the application.

The Insured must apply for the subscription of an individual insurance within the term of thirty (30) days following the loss of the employment relationship with the Policyholder. If all of the requirements are met, the date of effect of the individual insurance will be the day after the Insured's removal from the collective health insurance and no Waiting Period whatsoever will be applied and Pre-existing Illnesses will not be excluded except in those cases where, in accordance with the provisions established in the present Policy, an agreement has been reached with the Main Insured regarding the exclusion of certain items of cover or some Pre-existing Illnesses.

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

**www.cigna.es**