

## Health Insurance with Coverage Abroad

### GENERAL CONDITIONS

Between HUMANO SEGUROS, SA, which from now on and for the purposes of this contract will be called HUMANO SEGUROS and the CUSTOMER, who hereinafter and for the purposes of this contract will be called CONTRACTOR, have entered into this management contract for the granting of benefits derived from the coverage of the provision of services of the health plans, which is governed by the following clauses and, in matters not provided for in them, by the regulations pertinent to their subject. From now on and for the purposes of this Contract, when reference is made to HUMANO SEGUROS and the CONTRACTING PARTY together, they will be designated as "the Parties".

### PREAMBLE

The logo for Humano, featuring the word "Humano" in a blue, sans-serif font. The letter "H" is stylized with a white swoosh underneath it.

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WHEREAS: HUMANO SEGUROS is an insurance entity, duly authorized to carry out the insurance business under law 146-02, which includes the branch of Health Insurance, International Health, Life, etc., which They are products offered to third parties in accordance with the particular conditions established in their contract.

WHEREAS: The CONTRACTING PARTY has decided to contract the health coverage (supplementary and/or prepaid) offered by HUMANO SEGUROS, which is a private, pecuniary coverage and will be regulated solely and exclusively by the conditions established in this contract.

WHEREAS: Article Art. 1134 of the Dominican Civil Code establishes that “legally formed conventions have the force of law for those who have made them. They cannot be revoked except by mutual consent, or for reasons authorized by law.  
They must be carried out in good faith.”

THEREFORE: and with the understanding that the previous preamble forms an integral part of this Agreement, the parties, freely and voluntarily.

THE FOLLOWING HAS BEEN AGREED AND AGREED

purposes and

**1.2. Accident**

**Article 1.- Definitions.** For all **Cerebro-Vascular:**

consequences of this Agreement, the following terms shall mean the following:

suspension of fundamental brain functions, either due to ischemia or hemorrhage.

**1.1. Accident:** It is any sudden, eventual and unforeseen event not caused intentionally, but by one or several causes(s) external to the Insured, that cause an injury or illness during the term of this Contract.

Disease that consists of the sudden and violent

**1.3. Insured(s) or Beneficiary(s):**

These are the natural persons who will have access to the benefits and services of the contracted HUMANO SEGUROS Plan(s), in accordance with the terms and conditions of this Contract and its Annexes, provided that they have



been accepted by HUMANO SEGUROS, upon compliance with the eligibility criteria established by HUMANO INSURANCE

**1.4. Dependent Insured:** The spouse of the Primary Insured or the life partner; the children of the Insured; children with permanent disabilities who depend on the Insured and stepchildren who meet the requirements required of the children of the Insured, as well as any other person related to the Insured and who depends financially on him, provided that he/she is/are accepted. as eligible Insured by HUMANO SEGUROS in accordance with the terms of this Contract and its Annexes.

**1.5. Primary Insured:** Person who appears as the main Insured within a family unit, under the terms and conditions of this Contract.

**1.6. Annex:** It is a complementary document that is part of this Contract, through which the conditions of additional benefits included in the complete policy are detailed, either at the request of the Contracting Party or at the initiative and prerogative of HUMANO SEGUROS.

**1.7. Percutaneous Transluminal Angioplasty:** Dilation of a blood vessel using a balloon catheter.

**1.8. Age:** Length of validity of the Contract for the insurance of Health Plans signed between The Contracting Party and HUMANO SEGUROS or between The Contracting Party and any other Health Risk Manager.

**1.9. Calendar year.** Each annuity between January 1 and December 31 of the same year.

**1.10. Contract year.** Each period of twelve (12) months counted from the first day of the Effective Date of this contract.

**1.11. Benefits:** These are the medical services and expenses that will be covered by HUMANO SEGUROS in accordance with the terms expressly provided for in this Contract, the particular conditions and its Annexed documents, which have been required by the Insured(s) due to a illness or an accident. As long as said services and medical expenses are necessary, usual, reasonable and customary and the Contracting Party is up to date in the payment of the fees to HUMANO SEGUROS.

**1.12. Cancer:** Disease that is manifested by the presence of a malignant tumor(s) and/or its metastasis.

**1.13. Insured Card:** Document that HUMANO SEGUROS issues in favor of a person, through which it identifies and accredits them as an Insured. This document is essential to request HUMANO SEGUROS services.

**1.14. Surgery:** Treatment or surgical intervention. It includes, but is not limited to or exclusive: incisional operation; suturing a wound; radiotherapy (excluding therapy with radioactive isotopes if used instead of surgical removal of a tumor); electrocautery; endoscopic procedures for diagnosis or therapy; Sclerosing injection treatment for hemorrhoids and varicose veins.

**1.15. Cardiovascular Surgery:** Surgery of the coronary arteries in order to correct their narrowing or obstruction, through revascularization (by-pass) performed after symptoms of angina pectoris and/or myocardial infarction.

**1.16. Coverage:** It is the responsibility that HUMANO SEGUROS will assume either in percentage and/or limits, sums of money, coverage of days, number of consultations, sessions and/or distance, in accordance with the

services used by the Insured(s), provided that said sums do not exceed the limits of the Health

Contractors without variations or restrictions,  
Plan chosen and duly contracted.

**1.21. Particular Conditions:** These are the conditions applicable individually to the contractual

**1.17. Complications of the illness or injury:**

These are health alterations other than those usual for the illness or injury treated, which endanger the state of health of the Insured and which depend on or arise from said illness, injury or its treatment.

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**1.18. Pre-existing condition and/or illness:** It is any illness, condition or condition existing on the date of entry into

validity of this Contract or prior to it, whether it has been declared or not, detected or not in the admission medical examination if this had been carried out, regardless of whether or not the Insured had knowledge of the disease, without prejudice to the possibility of diagnose during the validity or execution of this Contract. For the purposes of this Contract, congenital diseases, conditions or conditions are considered pre existing. Likewise, it is considered a pre-existing illness or condition when the Insured presents symptoms that would normally cause them to go to the doctor for examination, diagnosis and treatment.

**1.19. Special Conditions:** These are the restrictions, limitations, extensions and conditions applied to these general conditions, which appear in the particular conditions and which will govern for certain Insured Parties upon acceptance by HUMANO SEGUROS and/or the Contracting Party as established in the corresponding Annexes.

**1.20. General Conditions:** These are the conditions established in this document, applicable to all

**1.22. Continuity of Coverage:** It is the recognition of the time of permanence, in health plan contracts prior to the validity of the contract with HUMANO SEGUROS, in order to cover an illness, injury or condition, the development and medical treatment of which had begun during the validity of the previous contract. Said continuity must be expressly stated in the Specific Conditions of this contract or by endorsement. The continuity of coverage granted by HUMANO SEGUROS is based on taking into consideration the sworn health declaration made by the applicant in the Insurance Application and/or Health Declaration form, and on the latest documents in force in the previous health contract signed. by a company other than HUMANO SEGUROS. The false declaration, voluntary or involuntary by the Contracting Party or the Insured, grants HUMANO SEGUROS the right to nullify and automatically cancel this contract.

**1.23. Contracting Party:** Any natural or legal person identified as a contracting party in the Issuance Request Form and who signs the 5

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this Contract for the benefit of the Insured, for the insurance of the Health Plans that are responsible for the payment of the fees generated by virtue of this Contract, among other obligations stipulated therein.

HUMAN relationship between INSURANCE and the Contracting Party and its Insured, which include, but are not limited to, the effective date, the coverage table, the agreed prices, the selected Plan(s), the provider networks, any other agreed stipulations and special conditions. between the Contracting Party and HUMANO SEGUROS, which are applicable to the Insured under this Contract and its Annexes.

**1.24. Health Contract:** It is the Health Plan insurance contract that includes these General Conditions, the Particular Conditions, the terms of the Health Plan acquired, the application of the Insured and the Contracting Party, the Coverage Table, the medical examination, in the

endorsement or annex.

**1.25. Co-payment:** It is the fixed amount that the Insured must pay to partially cover the cost

of health care, in accordance with the provisions of the Coverage Table of the Particular Conditions, if applicable.

**1.26. Coverage Chart:** It is the document that forms an integral part of this Contract in which the benefits covered by the Health Plan(s) selected by the Contracting Party are detailed.

**1.27. Serious Infectious Disorder:** (bacteremia and/or fungemia) presence of bacteria in the blood with a systemic inflammation response, presenting conditions of:

- a) Positive culture
- b) Rectal temperature >38.5
- c) Anemia
- d) Leukosytosis (>12,000)
- e) Leukopenia (<4,000)
- f) Thrombocytopenia (<140,000)
- g) Coagulation disorders
- h) Metabolic acidosis

**1.28. Disputability.** It is the power that HUMANO SEGUROS has to terminate this coverage, in the event that the Insured and/or which the Contracting Party expresses its acceptance by signing this Contract.

**1.31. Bank Direct Debit.** It means the authorization that the Contracting Party grants to HUMANO SEGUROS, so that it can automatically carry out the process of collecting the agreed premium, making periodic charges previously agreed between the Parties, to the bank account or credit card of the Contracting Party.

**1.32. Donor:** Living or deceased person from whom one or more of the organs or tissues have been removed from their body with the purpose of transplanting them into the body of another person (recipient).

**1.33. Emergency:** Any type of acute, unexpected and sudden condition that requires immediate attention.

**1.34. Vital Emergency(s):** Medical Emergency. Condition of a sudden and sudden nature, manifested by acute and severe symptoms that require immediate attention, and which, if not received the necessary and timely medical assistance, may endanger the life or function of an organ of the insured.

**1.35. Endorsement:** It is a complementary writing that is part of this Contract, through which additions, deletions, clarifications or any other modification are made to the original request of the Contracting Party or at the initiative and or basic text of the Contract, either at the

**1.41. Infectious Diseases:** It is any disease caused by bacteria, protozoa, fungi or viruses, which may be communicable or non-communicable.

**1.42. Diseases**

**Neurological:**



prerogative of HUMANO SEGUROS.

**1.36. Illness:** Medical condition that is manifested by acute signs or symptoms that can alter the bodily integrity of the Insured.

**1.37. Acute illness.** It is one that has a clearly defined beginning and end, normally of short duration and that has been determined as such

after an evaluation, by mutual agreement between the treating doctor and the medical consultant authorized by HUMANO SEGUROS.

**1.38. Congenital or Hereditary Disease:** It is one that exists at the time of birth, as a consequence of hereditary or acquired factors during pregnancy until the moment of delivery, which can manifest and be recognized immediately after birth or discovered at any time

in the individual's life.

**1.39. Occupational Disease:** It is one contracted by the worker as a result of work performed as an employee or professional, caused by risk factors and/or conditions prevailing in their trade or occupation.

**1.40. Chronic Diseases:** It is any pathological condition or condition, congenital or acquired of long evolution, that affects an organ or group of organs, altering its function. Most of these are incurable or leave lifelong consequences in the organ they affect.

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Disease in which the central and/or peripheral nervous system is affected by a disorder that originates and occurs mainly within the structures that make up the central and/or peripheral nervous system. Any disease or disorder that secondarily affects the central and/or peripheral nervous system, or which has been caused by conditions or factors outside the nervous system, will not be considered a neurological disease for the purposes of this Annex.

**1.43. Admission Evaluation:** These are the examinations that HUMANO SEGUROS may require from the Employer or the future Insured, on an optional basis, in order to evaluate the state and health condition of the future Insured.

**1.44. Mental Diseases and Disorders.** Under of a clinical experiment.

**1.46. Myocardial Infarction:** Disease that consists of the death of a part of the heart muscle as a result of a deficient blood supply to the respective area.

The diagnosis must be supported by new and relevant changes in the electrocardiogram (ECG), increases in cardiac enzyme values, and other diagnostic studies.

this concept, those mental or psychiatric diseases and disorders are defined, including, but not limited to, neurosis, psychosis, dementia, bipolar disorder, schizophrenia, depression and other disorders that alter the cognitive and affective processes of development, and are considered abnormal. with respect to the social reference group from which the insured comes, as defined by the American Psychiatric Association.

**1.45. Experimental or Investigational:** Means that a treatment, procedure, supply, technology, or period of hospitalization (or part of a period of hospitalization) that has not been widely accepted as safe, effective, and appropriate for the treatment of diseases by the consensus of the

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professional organizations that are recognized by an international medical community; and is under study, investigation, trial, or in any phase

**1.51. Payment Date:** Date indicated in the billing, on which the Health Plan fee must be paid.

**1.52. Contractual Renewal Date:** It is the day, month and year in which the renewal of this

**1.47. Renal Failure:** Terminal stage of a chronic kidney disease, which means the total and irreversible loss of kidney function, as a consequence of which treatment with dialysis or Contract occurs automatically and which takes place every twelve (12) months from the effective date of the Contract.

**1.53. Physiotherapy:** Benefit provided by a professional through the use of physical agents, such as mechanical exercises, light, heat, water,

kidney transplant becomes necessary. **1.54. Payment**

**1.48. Effective date.** The date on which contract coverage begins, and for each Insured independently, as established in the Particular Conditions or an endorsement issued for such purposes.

**1.49. Due date.** Date on which the fee corresponding to the contracted health plan must be paid by the Contracting Party.

**1.50. Effective Date of Change of Plan and/or Deductible.** It is the date from which the Insured will be able to use the services and coverage established in the new plan, and which will appear in the insurance card after: a) having paid the rate differences established by HUMANO SEGUROS, in case that applies, and; b) the express written acceptance of HUMANO SEGUROS has occurred regarding said change, which will be formalized by means of an annex to this contract.

for each Insured, in accordance with the agreed prices and in the manner provided for in this Contract and its Annexes. which will be subject to the payment frequency chosen by the Contracting Party.

**1.55. Major Medical Expense:** These are medical and surgical assistance services for a specific group of pathologies and health conditions that have the characteristic of representing high technical complexity in their management and high cost in their care, low occurrence and low cost/effectiveness in your treatment.

### **1.56. Usual, Reasonable and Customary**

**Medical Expenses:** It is the quality of “reasonable costs”, meaning the normal or usual costs in the place where they are provided according to their

nature, and which result from the average fees charged by the medical service provider. health within a geographical area and at a given time, and that are also necessary,



exclusively from a medical point of view, as a consequence of the covered risks of illness, personal injury and, possibly, pregnancy; essential for HUMANO SEGUROS to assume them within the limits established by this contract, the Coverage Table with the Plan selected in the Particular Conditions, and other annexed documents that form an integral part of it.

**1.57. The Law:** It is Law 146-02 dated July 26, 2002 on Insurance and Bonds of the Dominican Republic.

**1.58. Injury:** Damage to the Insured's body as a result of an external or internal cause. All physical damages suffered by the Insured in connection with any accident will be considered an injury. Not all injuries cause illness or require treatment.

**1.59. Serious Injury:** It is the injury that can endanger the life of the Insured or generate permanent consequences and that is classified as such after an evaluation by the treating doctor.

**1.60. Limit per Case:** It is the coverage provided by the insurer for a care or event and its complications, subject to a certain amount.

**1.61. Lifetime Maximum Limit or Coverage Limit.** It is the maximum amount over which HUMANO SEGUROS undertakes to cover the expenses incurred for the medical services and benefits covered under this contract. This limit applies to each Insured during the term of the contract and the life of the Insured.

**1.62. Medical Procedures Manual:**  
Document created for this purpose by HUMANO SEGUROS in which the contracted procedures are recorded, described and referred to.  
with

health service providers for each type of activity, procedure or intervention and which may be modified from time to time unilaterally by HUMANO SEGUROS, for which the Contracting Party expresses through this Contract its irrevocable consent.

**1.63. Medications:** It is any pharmacologically active substance or mixture of these, with or without the addition of auxiliary substances, prepared to be presented as a pharmaceutical product, which is used for the prevention, relief, diagnosis, treatment, cure or rehabilitation of diseases.

**1.64. Prescription Medications:** These are pharmaceutical products whose sale and use can only be legally carried out by prescription from a doctor, leaving out this concept are pharmaceutical products or medicines that can be freely acquired without a doctor's prescription.

**1.65. Doctor:** A professional legally authorized to offer or carry out the diagnosis, treatment, operation or prescription for any pain, injury, disease, deformity or human mental or physical condition. Said person must have a university degree and be authorized to practice medicine through the proper license or exequatur issued by the competent authorities of the place where he or she practices and cannot be related to the Insured by blood or law.

**1.66. Medically Necessary or Medically Necessary:** Means that a treatment, service, transfer, medication, transplant, or hospital stay (or part of a hospital stay) meets the following conditions:

- a) It is appropriate and essential for the diagnosis and treatment of



illness, accident or emergency of the insured person;

- b) Does not exceed in scope, duration, or intensity the level of care necessary to provide a safe, adequate and appropriate diagnosis or treatment;
- c) It has been prescribed by a doctor;
- d) It is consistent with widely accepted professional standards in the practice of medicine and in the international medical community; or by the medical community of the country where the service or treatment is provided; and;
- e) In cases of patients admitted to a center, the treatment cannot be administered outside said institution without risk to the patient.

Medical necessity is determined by HUMANO SEGUROS based on the previous definition, safeguarding the health of the Insured. The fact that a treatment, service, medication, or period of hospitalization has been prescribed, been recommended, approved, or provided by a physician is not necessarily sufficient to qualify it as a medical necessity.

**1.67. Neurosurgery:** Any surgical intervention of the central and/or peripheral nervous system.

**1.68. New Insured:** These are the people who acquire the status of Insured under this Contract once the Effective Date of the same has begun, in accordance with the terms established by the eligibility terms of this Contract.

**1.69. Country of Residence:** It is the country where the insured resides for most of the calendar year or the contract year, that is, where the insured has resided for more than one hundred and eighty (180) continuous days during any period of three hundred and sixty-five (365). ) days while the Assurance Contract is in force.

**1.70. Waiting Period:** Time or period that, as of the Effective Date of the Insured, each Insured must comply with in order to be able to access certain benefits and during which certain benefits and/or services, established in the provisions, are covered. Particular Conditions and the Coverage Chart of this Contract.

**1.71. Plan.** It is the set of benefits and health services that the Insured can access, each of which has its own and specific characteristics, with the coverage stipulated in the Specific Conditions and in the Coverage Table, in the terms and conditions of the This contract and its annexes, which are received by the Insured through the network of health service providers contracted for each plan, subject to prior payment of the agreed rate.

**1.72. Polytrauma:** It is a serious trauma that compromises several systems or parts of the human body as a consequence of an external physical action and due to which the patient may suffer temporary or permanent disability.

**1.73. Professional sports practice.** It is the sporting activity carried out by the Insured and/or their dependents as a profession or exercise for their livelihood.

**1.74. Health Service Providers:**

They are the natural or legal persons or entities of any nature legally authorized by the Ministry of State of Public Health (MSP) for the provision of outpatient, diagnostic, hospital, surgical services and contracted by HUMANO SEGUROS or whoever it designates to provide these services. of health care for the Insured. This definition includes, but is not limited to: doctors, clinics, clinical laboratories, pharmacies, emergency services and other contracted providers.



by HUMANO SEGUROS and that are in force at reference to premium, rate or price interchangeably. the time the Insured requests health services.

**1.78. Prostheses:** Pieces and/or elements,

**1.75. Country of Residence.** It is the country where the Insured, due to the activities carried out or their conditions, resides for most of the calendar year or contract year, that is, where the Insured has resided for more than one hundred and eighty (180) continuous days during any period of 365 days while the contract is in force. For the purposes of this contract and for the

Insured to be considered eligible to receive its services and benefits, the territory of the Dominican Republic is considered the country of habitual residence, whose address is detailed in the 'Insurance Application'. Failure to comply with the above by the Insured and/or their dependents entails the automatic cancellation of the contract by HUMANO SEGUROS. HUMANO SEGUROS

may, at the request of the Contracting Party or the Insured, authorize coverage for dependent children formally registered as students abroad, or for an Insured who submits his or her request in writing, with HUMANO SEGUROS reserving the right to accept or decline said request.

**1.76. Close Relative.** For the purposes of this contract, it refers to the Insured's spouse, child, brother, nephew, cousin, or the parents of the Insured or his or her spouse or living child.

**1.77. Cousin.** It is the price or rate of the insurance and optional service(s) to be paid by the Contracting Party, calculated based on the experience of historical consumption and frequency of use of the HUMANO Insured(s). SEGUROS corresponding to the coverage, procedures or health services covered in each plan and optional service(s) contracted, applying the pricing policies defined by HUMANO SEGUROS. In this Contract it will be

**1.83. Receiver.** Person who receives an organ or tissue transplant.

**1.84. Organ Transplant Network.** Group of Transplant Medical Centers, which are within the Provider Network

Participants, who provide specialized care services in organ transplants to the Insured. It is understood that the providers that make up the Organ Transplant Network are independent contractors, and the provision of their services does not generate responsibility on the part of HUMANO SEGUROS.

**1.85. Claim.** The economic demand made by the Insured or the insurance provider

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artificial or biological, usable as a replacement for an organ, part of an organ, or part of the body that replace or complement the function of an organ or part thereof.

**1.79. Serious Burns:** Tissue injury caused by the action of physical or chemical factors. For the purposes of this coverage, only those that are classified as Third (3) Burns will be considered Serious Burns.

Degree.

**1.80. Chemotherapy:** Use of chemical agents, prescribed by a doctor for the treatment and control of cancer.

**1.81. Radiotherapy:** Use of ionizing radiation prescribed by a doctor for the treatment and control of cancer.

**1.82. Newborn.** Infant from the moment of birth until he or she is thirty-one (31) days old.



hospitalization is not medically necessary.

health services, which may be approved or declined, applied to the deductible and/or partially or totally covered by the contracted Health Plan, through direct payment to the health service provider or to the Insured through reimbursement, in accordance with the established benefits in the Coverage Chart of the Specific Conditions of the Contract.

**1.86. Reimbursement:** It is the payment by HUMANO SEGUROS of a proportion of the sums of money that the Insured has spent to receive the provision of a service, provided that the Insured's Health Plan contemplates it and that the conditions have been met established for your claim in this Contract and its Annexes.

**1.87. Rehabilitation:** Means respiratory therapy, physical therapy and occupational therapy as a result of an illness or accident covered by the selected Health Plan.

**1.88. Second Medical Opinion.** The opinion of a doctor other than the one currently treating the Insured.

**1.89. Outpatient Service:** Necessary medical treatment or services, provided and ordered by a doctor, in a hospital or clinic or a health establishment authorized and authorized to provide these services, for which

#### **Specialized Outpatient Services.**

**1.90.** These are those necessary outpatient services prescribed and/or provided by a doctor authorized to practice as a specialist or consultant, to whom the insured person is referred by his or her treating doctor.

**1.91. Air Ambulance Service:** It is the transfer by air, as a result of a medical emergency to a hospital or whenever necessary.

medically necessary because the use of other means of transportation may endanger the life of the Insured or be detrimental to the health of the Insured, and that it must be provided by companies duly authorized to provide this type of services, as long as this benefit has been contracted.

**1.92. Land Ambulance Service:** It is the transfer by land, as a result of a medical emergency to a hospital or when it is medically necessary because the use of other means of transportation may endanger the life of the Insured or be detrimental to the health of the Insured and that must be provided by companies duly authorized to provide this type of services, as long as this benefit has been contracted.

**1.93. Hospitalization Service:** It is any medical treatment provided to the Insured that requires a stay in a center for a period of more than 24 hours. Hospitalization services include room charges, food in the hospital, nursing care, medications, materials and supplies, as well as the use of all medical facilities.

It includes all medical treatments and services prescribed by a doctor or specialist, including intensive care when necessary for the treatment of the illness or injury covered by the contracted Health Plan and this Contract.

#### **1.94. Clinical Laboratory and Radiology**

**Services:** Refers to laboratory tests, imaging and nuclear medicine procedures used to diagnose medical conditions.

**1.95. Health Services:** Set of programs, activities, clinical actions and other benefits offered to the Insured within each plan.

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**1.96. Elective Services and/or Treatments:** of said benefits for the next twelve (12) months. Elective services, treatment, surgery, supply, procedure or period of hospitalization (or part of a period of hospitalization) is defined as any **1,100. Applicant.** It is the person who,

illness for which immediate assistance, treatment or surgery is not required, without prejudice to the health of the Insured, That is, it can be ordered or scheduled at the convenience of the Insured, without endangering the life of said Insured or without causing severe disruption to any of the patient's vital functions.

**1.97. Rehabilitation Services.** Means respiratory therapy, physical therapy and occupational therapy as a result of an illness or accident covered by the selected health plan.

**1.98. Elective Services.**

Any  
illness for which immediate medical assistance,

treatment or surgery is not required, and the services may be postponed, without prejudice to the health of the Insured.

**1.99. Accident rate.** Set of events or claims paid by HUMANO SEGUROS during the term of an Insurance Contract and whose calculation is used in the technical analysis to value the type of risk assumed by HUMANO SEGUROS, in proportion to the premium received by the Contracting Party and/ o Insured as insurance payment. For purposes of adjustments and/or modification of premiums, the real-time situation analysis carried out by Humano Seguros is known as current claims, based on the claims paid during the last twelve (12) months of the policy contract; while the projected accident rate is known as the estimate of future risk behavior, taking as reference the average frequency of use of the services and the increase in costs.

for the purpose of acquiring services object of this Contract, for its benefit, or the of other Insured Parties (related, employees and dependents of the Contracting Party) for whose inclusion the Insurance request is made. The subscription of the Insurance Request implies acceptance by the Insured of the terms and conditions established in this Contract.

**1,103. Organ Transplant:** Procedure by which an organ or tissue is inserted into the body of a person (recipient)

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by signing the Insurance Application form and the Health Declaration, expresses his intention to contract the services contemplated in this contract according to the selected plan, for himself.  
and/or their dependents.

**1,101. Application:** These are the documents that the Contracting Party must present, which include the form containing data that must be provided by each Insured about themselves and/ or their dependents, which are signed and declared under oath on the forms that HUMANO SEGUROS will provide for such purposes, it being understood that the corresponding insurance card will be issued assuming that the information is correct, complete and truthful; as well as any medical examination or other document that is required by HUMANO SEGUROS to determine whether or not to accept the insurance.

**1,102. Insurance Request:** It is the form duly completed and accompanied by the documents required by HUMANO SEGUROS, subject to the terms and conditions established in this Contract that is granted by the Contracting Party





for this purpose and that form an integral part of this Contract, based

coming from a donor of the same species.

**1,104. Last Expenses:** These are the expenses that the Insured or his or her dependents must incur in order to cover funeral expenses in the event of the death of the Insured or one of his or her dependents.

**Article 2.- Object.** By means of this contract, HUMANO SEGUROS and the Contracting Party agree that, upon payment of the agreed premium for rates or fees, HUMANO SEGUROS

undertakes to offer health services within the framework of the obligations, conditions, terms, coverage and exclusions. provided for in these General Conditions, so that they have access to outpatient, hospitalization and emergency services, necessary for the diagnosis, treatment and rehabilitation of diseases, in accordance with the provisions of these General Conditions, the Particular Conditions, the Tables of Coverage and other Annexes signed

health abroad, HUMANO SEGUROS may contract specialized and authorized companies for such purposes in the countries in which the contracted health plan allows the health services of the Insured to be covered, without HUMANO SEGUROS having to require the Contracting Party and/or the Insured, any additional authorization to this contract.

### **Article 3. Declarations of the contracting party and the insured**

**3.1.** The veracity of the statements made by the Employer or the Insured in the service proposal and those contained in the 'Insurance Application' form constitute the condition of validity of this contract. For this reason, people requesting insurance must omit specifications related to the risks to be evaluated and <sup>No</sup> subscribed to.

on cost rationalization criteria. **3.2.** Any false statement or omission of circumstances known to the

Contracting Party or

the Insured, even made in good faith, that in the opinion of HUMANO SEGUROS would have prevented the contract or modified its conditions if HUMANO SEGUROS had been informed of

For the purposes of executing this Contract, compliance with the obligations provided for in this Contract is considered a substantial obligation of the Contracting Party and each of the Insured Parties, for which the Contracting Party undertakes to take the appropriate measures to inform of its Insureds the obligations assumed through this Contract. Once the Insured has exhausted the coverage of the contracted plan, the costs of the procedures must be paid directly by the Insured to the corresponding PSS, until the new contractual year begins.

The Parties agree and declare that, due to the scope of coverage of this contract, and for the services management functions of

Approved by the Insurance Superintendency, through official letter No. 0284.  
Human Elemental Health | Top | Royal | Max | Prime | Platinum  
February 2022 Version

the true state of the risk, will cause the invalidation. of the services to the registered Insured, and if applicable, the benefits contracted for said Insured may be cancelled.

**3.3.** HUMANO SEGUROS agrees to issue the

contract, and sets the premium based on the statements made by the Employer and/or the Insured in the insurance application or in any other document, for which the Employer and/or the Insured are solely and exclusively responsible. .

Consequently, the Employer and/or the Insured must not omit any circumstance related to the risks, so they will not be able to claim before or after receiving a



service, against the terms of the contract or outside of them.

**3.4.** Payment of the established premium implies express acceptance by the Employer and/or the Insured of the printed conditions and what is stated in the contract, as well as all endorsements made to it.

**Article 4.- Effective date.** This Contract will come into force and will begin to produce full effects for each of the Insured when the following conditions occur: i) the express acceptance of the Insured by HUMANO SEGUROS; and ii) on the date on which the Employer makes the payment corresponding to the price, from which moment the Insured acquires the right to receive the services in the manner provided for in this Contract and its Annexes.

**Article 5.- Eligibility.** The entry age limit is up to 65 years of age. Those people who the Contracting Party and/or Primary Insured are interested in insuring and who meet the following requirements will be eligible as Insured of the health plans: The spouse or life partner of the Insured; the children of the Insured; children with permanent disabilities who depend on the Insured; and the stepchildren who meet the required requirements, as well as any other person related to the Primary Insured in the Health Plans and who depends financially on him, provided that he/she is/are accepted as eligible Insured by HUMANO SEGUROS in accordance with the terms of the this Contract and its Annexes.

**Article 6. Effective date of the insured**

It is the day, month and year indicated in the approval letter issued by HUMANO SEGUROS, subject to the payment of the premium indicated therein and which will be recorded in the insurance card as the start date of the health plan selected for each Insured. , and from which he has the right to receive the benefits of the Plan, unless otherwise specified in the Particular and General Conditions that form part of this contract.

In cases where payment has been made after the effective date provided for in the approval letter, the effective date of the Insured will be the first day of the following month.

**Article 7.- Inclusion of new insured.** This Contract will come into effect for new eligible Insured Parties, who are requested by The Contracting Party, within the deadlines established in the HUMANO SEGUROS Insurance Policy.

PARAGRAPH I: HUMANO SEGUROS reserves the right to accept or not accept the new Insured after evaluating the Insurance Request and the documents that accompany it, in accordance with its internal policies and to explain or not, the reasons or arguments that justify its decision to accept. non acceptance.

PARAGRAPH II: The exclusion of an Insured must be requested in writing by the Employer. The conditions established in the Insurance Policy will apply to exclusions.

**Article 8.- Medical examinations.** HUMANO SEGUROS may order medical examinations for any applicant before acceptance as an Insured (Entry Evaluation) or at any time during the validity of the agreement.



this Contract, when deemed necessary. HUMANO SEGUROS must inform the Insured of its decision to carry out these

examinations at least ten (10) days before the date set by the Insured to carry out the medical examination.

**Article 9.- Identification.**

**9.1.** Once the requirements established for the formal insurance of the Insured have been met, HUMANO SEGUROS will issue each Insured with an insurance card in the manner determined.

The cards are the property of HUMANO SEGUROS, they are personal and non-transferable. To have access to the services established in this Contract, it will be mandatory to present the issued insurance card, as well as a personal identification document and your fingerprint if required. Newborns may receive the services of their Health Plan using their mother's insurance card during the thirty (30) days following their birth.

**9.2.** The Insured are obliged to keep their insurance cards properly preserved in order to avoid actions, negligent omissions, complicity in improper, abusive or

or

fraudulent of them. In the event of loss of the card, the Insured personally, or through the Contracting Party, must immediately notify HUMANO SEGUROS of the loss, after compliance with the requirements demanded by HUMANO SEGUROS. Otherwise, the Contractor will be responsible for the misuse given to it, and HUMANO SEGUROS may

by reprinting the **10.1.1.**

**Consultation:** Each Insured has the right

SEGUROS will charge the costs generated card to the Contracting Party. to the number of consultations indicated in the Health Plan chosen and in accordance with the Particular Conditions. HUMANO

**Article 10.- Services and coverage.** The health benefits or services to which the Insured will be entitled under this Contract are those expressly described below, which will have the coverage indicated in this Article, and those established in the General Conditions, Particular Conditions and others. documents that form part of the policy, and in accordance with the plans chosen by the Contracting Party, the Insured recognizing that they may vary over time.

The Insured will be entitled to these services from the effective date and once the waiting period periods included in this Contract for certain services have been met.

The biomedical technology with which the covered services will be provided is the one that has been foreseen for the preparation of the technical note of the plans. Coverage for the use of new technologies will be optional for HUMANO SEGUROS. Consequently, in no case is HUMANO SEGUROS obliged to use it, reserving, therefore, the right to assume or not assume the cost of its use.

**10.1. Outpatient Medical Services:** These are those required by the Insured when their health condition does not require hospitalization and the Insured uses the services of the Health Services Provider (PSS) contracted externally, in order to evaluate, diagnose or treat to the Insured. The following items are included in outpatient medical services.

SEGUROS will implement the necessary control measures to avoid improper use of the outpatient consultation service. The

The provision of these medical services will

**10.1.5.**

always entail, on the part of the Insured Holder or his dependents, a certain difference established in the Health Plan chosen.

**10.1.2.**

**Diagnostic Services on an outpatient basis:** HUMANO SEGUROS will cover the percentage of the Insured's expenses defined in each Health Plan for the use of these diagnostic services up to the limit specified in the Particular Conditions for each contractual year, provided that these services are contained in the HUMANO SEGUROS Medical Procedures Manual, indicated and carried out by PSS, duly authorized. To be valid, the indications must be signed and sealed by the treating physician and must comply with the conditions and authorization standards approved by HUMANO SEGUROS. The Insured acknowledges and accepts that prior authorization from HUMANO SEGUROS will be required to receive some of these offered services.

**10.1.3.**

**Outpatient Procedures:** HUMANO SEGUROS will cover, in accordance with the contracted Health Plan, the procedures listed in the Medical Procedures Manual, which do not require hospitalization and can be performed in the office, procedure room or surgery room according to their complexity. This coverage includes surgical fees, anesthesia, expendable materials and the operating room.

**10.1.4.**

**Physiotherapy:** Physiotherapy will be recognized after a medical or surgical treatment, up to the limits established in the Health Plan chosen and contracted, when it is performed by a qualified physiotherapist, according to medical prescription and provided that the injury has originated during the validity period. of the health contract with HUMANO SEGUROS.

**Ambulatory Medicine:** As long

as the user has acquired this coverage and in accordance with the particular conditions of the selected Health Plan, HUMANO SEGUROS will cover medications prescribed by Insured doctors in the HUMANO SEGUROS service network up to the amounts established in the plan. . Antiretroviral medications, glucometry strips, medications not approved by the corresponding health authorities, experimental medications, homeopathic medications, medications for alopecia (baldness) of any type, cosmetic elements, nutritional supplements, steroids, immunosuppressants, contraceptives, products are excluded. natural, hormones, anti-depressants among others.

HUMANO SEGUROS will not cover non prescribed medications or those that exceed the reasonable amount for treatment.

**Vaccines: HUMANO SEGUROS**

**10.1.6.**

will cover the following ten (10) years of life, in vaccinations of children in the first accordance



hired. Emergencies that do not fall into this category will be covered in accordance with the provisions of the particular conditions and coverage table of the selected Health Plan.

**10.3. Hospitalization Services:** These are the services included within the contracted Health Plan, in accordance with the limits and coverage stipulated in the Particular Conditions and their Annexes, when the condition of the Insured requires hospitalization in a Health Services Provider (PSS) contracted by a period of more than twenty-four (24) hours. Services may include:

- Room

with the protocols established by the country's health authority:

- Diphtheria and Polio
- Diphtheria and tetanus
- Hexavalent
- Hepatitis A/Hepatitis B
- Meningococcus
- Meningitis Hemophilus Influenza
- BCG (Tuberculin)
- Mumps
- Pentavalent
- Measles
- MMR
- Chickenpox

**10.2. Emergencies:** Vital emergencies will be covered one hundred percent (100%) by HUMANO SEGUROS within the network.

(PSS) contracted, to be operated on or treated for a non surgical condition by a contracted doctor, will not have to pay surpluses for surgeries, medical treatment, operating room, anesthesia and room, as long as the amount charged for these items does not exceed the limit established in the chosen Health Plan. HUMANO SEGUROS will cover the payment of fees of non-contracted doctors, according to the amount and in accordance with the conditions of the chosen Health Plan.

**10.3.3.** If during hospitalization and as a result of complications due to the surgical intervention or any other illness, the Insured requires medical attention from one or more specialists other than the surgeon, in addition to the surgeon's

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- Antiretroviral medications)
- Expendable material
- Diagnostic tests • Special studies
- Inpatient consultations
- Medical surgical fees
- Anesthesia

(excluding the medical fees, one (1) visit will be recognized. daily medical care for each of them, while the person remains hospitalized, always in accordance with the conditions of the chosen

- Surgery room
- Intensive Care Unit
- Coronary Care Unit
- Respiratory therapy and physiotherapy

**10.4. Maternity:** Whenever specified in the Particular Conditions HUMANO SEGUROS will pay hospitalization benefits up to the limits indicated in the chosen Health Plan and detailed in the Annexes to this Contract, as well as medical fees for childbirth and other related care. with maternity, including exclusively therapeutic abortion, caused by and complications derived from them, as long as the pregnancy has started after thirty-one (31) days from the date of entry into force of this Contract for group policies.

No

and after three (3) months from the effective date of the Contract for individual policies. In the case of individual policies, maternity coverage does not apply if it is a dependent daughter of the Principal Insured.







**10.5. Newborn Services:** Newborns will receive services up to the coverage indicated in the Specific Conditions of this Contract. Only those newborns whose mother has maternity coverage will be entitled to this coverage. Likewise, newborns will be covered with the mother's card only during the first thirty (30) days of birth. During this period, the documents necessary for the issuance of the card must be deposited.

**10.6. Major Medical Expense Coverage/ Coverage Abroad:** HUMANO SEGUROS undertakes to pay the contracted Health Service Provider for the medical services and/or treatments defined as Major Medical Expense, which are subject to the terms of the General Conditions. present and Particular Conditions:

**10.6.1. Eligibility:** The entry age limit for Major Medical Expenses coverage is 64 years.

**10.6.2. Start Date for New Insureds:** The start date for new insureds, whose application for insurance for the coverage provided for in this contract, is approved by HUMANO SEGUROS, are the following:

**10.6.2.1.** In cases where the request is received within the first fifteen days of the month, the first day of the following month.

**10.6.2.2.** In cases where the request is received in the second fortnight of the month, the first day of the subsequent month.

**10.6.3. Waiting Period:** All insured persons are entitled to Major Medical Expense benefits, once the Waiting Period specified below has elapsed, which will be counted at

from the start date of the Major Medical Expenses Coverage indicated in the Specific Conditions.

**10.6.3.1.** For individual policies, coverage applies after one hundred and twenty (120) days from the effective date of this policy or the inclusion of the insured in the policy.

**10.6.3.2.** For group policies, coverage applies after ninety (90) days have passed, from the effectiveness of this policy or the inclusion of the insured in the policy.

**10.6.3.3.** The waiting period for injuries caused by polytrauma and severe burns is eliminated.

**10.6.4. Diagnosis:** For a condition to be considered a disease or condition covered under this coverage, copies of laboratory tests, X-rays, or any other reports or results of medical studies will be required as part of the positive diagnosis made by a doctor. on which said diagnosis was based.

**10.6.5. Pre-Certification:** It is necessary for the Insured to obtain written and sealed authorization from HUMANO SEGUROS before receiving the services and/or medical treatments related to the benefits of this coverage. Any Emergency medical treatment must be notified within forty eight (48) hours of the start of treatment.

**10.6.5.1.** If the insured does not contact HUMANO SEGUROS as previously established, the insured will be responsible for 20% of all covered doctor and hospital expenses related to the claim.

**10.6.6. Maximum Coverage:** The maximum coverage per insured, per policy year will be



corresponding to the chosen plan, as stated in the Particular Conditions.

**10.6.6.1.** If the insured receives care abroad, they will only have the equivalent in dollars of 80% of the maximum contracted amount.

Coverage will be granted for reimbursement of the available amount, prior compliance by the insured with the reimbursement policies established by HUMANO SEGUROS, without prejudice to the penalty for non-pre-certification established in section 8.6.5 of this document.

**10.6.6.2.** To comply with this obligation, the parties agree that the currency purchase rate established by the Central Bank of the Dominican Republic of the average of the prevailing rate in the market will be used, for the day on which the payment of the invoice or reimbursement where applicable.

**10.6.6.3.** HUMANO SEGUROS will determine the cases that warrant treatment abroad and will carry out the corresponding procedures.

### **10.6.7. Illness and Injury Services and Coverage:**

**10.6.7.1.** Neurological and neurosurgical diseases, including cerebrovascular accidents.

**10.6.7.2.** Cardiac surgery and angioplasty.

**10.6.7.3.** Cancer treatment, including chemotherapy and radiotherapy.

**10.6.7.4.** Surgical medical treatment for the patient with Major Trauma (polytrauma), including rehabilitation.

**10.6.7.5.** Treatment for chronic kidney failure (dialysis)

**10.6.7.6.** Burns that require special care.

**10.6.7.7.** Serious Infectious Disorder.

**10.6.7.8.** Organ Transplants. This benefit provides coverage for the following transplants:

- a) Liver
- b) Heart
- c) Lung (Double / Single)
- d) Pancreas e) Kidneys

f) Bone Marrow (Allogeneic and Autologous) g) Covered medical expenses for transplants will include the following services and procedures: Medical treatment directly related to a transplant procedure covered under this benefit, including any medically necessary treatment or procedure required by the patient, before or after having performed the transplant, but provided that such procedure or treatment is carried out within the coverage period of this benefit.

h) Medical expenses covered for transplants will not include expenses incurred by an organ(s) donor.

**10.6.7.9.** Air Ambulance up to a limit of US\$5,000. The amount corresponding to the Air Ambulance coverage is within the total limit of the Major Medical Expenses coverage in its equivalent to Dominican pesos, that is, it is not additional to the same established in this contract. Said coverage must be pre-certified by HUMANO SEGUROS, which will carry out the necessary arrangements.

**10.6.8. Claims:** HUMANO SEGUROS, at its own expense, will have the right and opportunity to examine any insured whose illnesses or injuries are the basis of a claim when and as many times as it deems necessary during the time such claim is pending. The insured will provide HUMANO SEGUROS with all medical records and reports when requested and will sign all authorization forms necessary for HUMANO SEGUROS to obtain such medical records and reports.





Failure to cooperate or authorize the delivery of the medical records requested by HUMANO SEGUROS will be grounds for the claim to be denied. In the event of death, HUMANO SEGUROS has the right to request an autopsy at the location chosen by HUMANO SEGUROS.

**10.6.9. Exclusions:** The Major Medical Expense service does not include the coverage or provision of services or benefits for the following:

**10.6.9.1.** Any charges related to Pre-Existing conditions as defined in this contract.

**10.6.9.2.** Any diagnosis determined during the waiting period indicated herein.

**10.6.9.3.** Tumors in the presence of acquired immunodeficiency virus (AIDS)

**10.6.9.4.** With the exception of balloon angioplasty, any other cardiovascular procedure that does not require surgery will not be covered.

**10.6.9.5.** Any organ or tissue transplant that is not contemplated in this article.

**10.6.9.6.** Elective or cosmetic surgery or medical treatment whose primary purpose is beautification, even when necessary due to an injury, deformity or illness that occurred for the first time while the insured is covered under this Schedule, except reconstructive surgery as a result of cancer or severe burns.

**10.6.9.7.** Any portion of any expense that exceeds what is usual, customary and reasonable, that is, services, treatments, supplies, equipment and hospital stays that are not medically necessary.

**10.6.9.8.** Injuries or illnesses caused by or related to ionized radiation, pollution or contamination, radioactivity from any nuclear material, nuclear waste or nuclear devices.

**10.6.9.9.** Congenital or Hereditary Diseases.

**10.6.9.10.** The exclusions in the General Conditions are applicable to this coverage.

**10.6.10. Increase in the amount or change of plan.** THE CONTRACTING PARTY may request an increase in the amount of coverage for Major Medical Expenses, as long as the Insured(s) at the time of change do not have an ongoing treatment, a scheduled surgery, or a disease condition under this coverage at that time.

**10.6.10.1.** In any case, HUMANO SEGUROS reserves the right to accept or not the request to increase the amount of coverage required by the Contracting Party. For the purposes of this acceptance, HUMANO SEGUROS will carry out site evaluations and require compliance with the required conditions.

**10.6.10.2.** If a condition(s) or hospitalization(s) occurs for any of the causes mentioned in this contract, during the increase in coverage, until the waiting periods established in Article 8.6 are met. 3, the Insured will be given coverage according to the amount of coverage for Major Medical Expenses prior to the request for the increase.

**10.6.10.3.** Any pre-existing condition at the time of the increase in the amount of coverage for Major Medical Expenses will only be covered under the previously contracted amount.

HUMANO SEGUROS. The pre-certification requirement does not, by itself, guarantee or confirm the benefits payable under this Contract.

**10.7. Last Expense Coverage:** As long as this coverage has been contracted and in accordance with the specific conditions and amounts contracted, HUMANO SEGUROS will pay the contracted Service Provider the costs of the services defined as

Last Expenses that are detailed in the particular conditions and annexes of this Contract, in accordance with the contracted Health Plan.

**Article 12.- Waiting period.** For the Insured to be able to access the following services, they must wait the periods indicated below, counted from the date of entry into force for the Insured in question or the date on which the change of

Insured persons, try to obtain these authorizations from

**10.8.** HUMANO

**Verification of Indications:**

plan becomes effective. :



SEGUROS reserves the right to verify, without responsibility, the indications generated or issued by non-Insured doctors or professionals to the network of health service providers, before proceeding to authorize the provision of the indicated service. .

Paragraph: Review of coverage: HUMANO SEGUROS reserves the right to review and adjust the coverage established in this Contract at any time, and must notify said adjustments by a means of communication, which will be chosen by HUMANO SEGUROS at all times. The changes made are subject to the corresponding HUMANO SEGUROS internal policies of the current Health Plans.

**Article 11.- Pre-certification.** In addition to the regular approval that HUMANO SEGUROS grants to the PSS for the services offered to the Insured, for certain specialized services, such as surgery services and/or outpatient procedures and/or diagnoses and/or special studies, it will be necessary to obtain prior authorization. written and sealed by HUMANO SEGUROS, for which the necessary information will be required in accordance with the current Service Authorization form, which HUMANO SEGUROS can modify at any time unilaterally, as well as can modify the services for which this requirement is established. It constitutes an obligation of the

in accordance with the Health Plan chosen and the particular conditions of the contracted policy and the Medical Procedures Manual:

**12.1.** In cases where maternity coverage has been contracted, the Insured will have the right to outpatient and hospital obstetric care services, in the chosen Health Plan as long as the pregnancy has started after thirty-one (31) days from the date of entry into force of the Contract of the Insured in question for group policies and after three (3) months from the date of entry into force of the Contract for individual policies. In the case of individual policies, maternity coverage does not apply if it is a dependent daughter of the Principal Insured.

- High blood pressure and its complications
- Diabetes and its complications
- Epilepsy and its complications
- HIV
- Iodine Therapy for treatment of thyroid diseases
- Hysterectomy
- Tonsillectomy (tonsillectomy)
- Herniorrhaphy
- Salpingectomy

**12.2.** Six (6) months for coverage of the following services and procedures, as long as it is not a pre-existing condition,

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- Salpingoclasia • Orchidopexies • Salpingoplasty • Hypospadias
- Hemorrhoidectomy
- Excision of Pterygium
- Adenoidectomy
- Colpoperinorrhaphy
- Hydrocelectomy
- Lithotripsy
- Cholecystectomy
- Prostatectomy
- Vasectomy
- Myomectomy
- Thyroidectomy
- Circumcision
- Cysts
- Nuclear Magnetic Resonance
- Urology surgeries
- Orthopedic Surgeries
- Electroencephalogram during sleep
- Uvuloplasty
- Ophthalmological surgeries
- Polysomnography of sleep
- Liver cirrhosis
- Immune diseases (lupus, idiopathic thrombocytopenic purpura)
- Tuberculosis
- Laser Cone
- Cervix laser vaporization

**12.3.** Three (3) months from the entry into force of this Contract, for hospitalization coverage in individual plans.

**12.4.** Six (6) months for the following congenital pathologies in patients not born under the benefits of this Contract, whose diagnosis is made for the first time after the effectiveness of the Contract, and with the indicated waiting time, or in those cases that the Insured begins its validity with continuity of coverage:

- Thyroglossal cyst
- Brachial cyst

Congenital strabismus

- Baby umbilical hernia

These benefits will be provided to the Insured with prior authorization and under the limits established in the chosen Health Plan. They do not apply to pre-existing cases even if the client has the waiting period eliminated.

**Article 13.- Scope of coverage.** In cases where the Insured has not made use of all of the certain services that HUMANO SEGUROS covers per Contractual Year, they will not be cumulative for the following Contractual Year, nor can they be transferred to another Insured, or to other coverages.

**Article 14.-Exclusions.** HUMANO SEGUROS health plans do not cover the following services, which are considered general exclusions:

**14.1.** Services provided by State institutions, for which the Insured is not obliged to pay. Services provided outside the Dominican Republic.

Services compensated by another insurance company.

**14.2.** Benefits, services or treatments for congenital and/or hereditary diseases, pre-existing diseases or conditions (s) and/or any means of diagnosis for genetic studies and/or treatment through genetic therapy, as well as studies to determine the genetic map.

**14.3.** Home medical visits, air ambulance and/or private nursing services or periodic emergency care. Service

• Saphenotomy •



Ambulance hired directly or privately by the Insured.

**14.4.**

Treatments, hospitalizations or emergencies due to dental, alveolar or gingival problems, or complications derived from said treatments.

**14.5.**

surgical diagnostic procedures not contemplated in the Manual of Medical Interventions of HUMAN SAFE, nor the previous studies and subsequent follow-ups of procedures not contemplated.

**14.6.**

Treatments for injuries or illnesses caused by or related to ionized radiation, pollution or contamination, radioactivity from any nuclear material, nuclear waste or nuclear devices.

**14.7.**

Treatments or surgeries of any type of aesthetic nature or for beautification purposes. Treatments for weight reduction or gain.

**14.8.**

Hospitalization, consultation or emergency services for contagious diseases that require isolation due to their epidemic nature, as well as their complications and consequences.

**14.9.**

Experimental medical treatments or those not endorsed by scientific associations recognized in the country and internationally.

**14.10.**

Inpatient services, medical or surgical treatments, outpatient services or emergencies for any condition of psychiatric origin, psychomotor, language, or learning, sleep disorders, rest or similar cures, snoring, as well as treatments of any type for addiction to drugs or alcoholism and illnesses or accidents caused by or under the effect of intoxicating beverages or narcotics.

**14.11.** Attempted suicide or intoxication with medications for suicidal purposes, even when committed under a state of mental alienation or acts committed against oneself.

**14.12.** Injuries caused by the Insured's active participation in fights, whether or not they were caused, or as a result of a riot, strike or illegal acts.

**14.13.** Treatment of any type for acute or chronic kidney failure. Dialysis.

Surgical or medical treatments for cancerous diseases. Organ transplant, for those cases in which Major Medical Expenses (GMM) coverage was not contracted.

**14.14.** Expenses for the supply of orthopedic or rehabilitation devices, prostheses of any orthosis, trusses, immobilizers, support structures for walking, wheelchairs, crutches, corsets, girdles, antiembolic stockings on an outpatient basis, orthopedic footwear, external orthopedic support, insoles, glasses or hearing aids, bypass valves and implants, pacemakers, cardiodefibrillators, vascular filters, artificial grafts or grafts from bone banks.

**14.15.** Diagnosis, medical or surgical treatment and/or its complications for infertility, sterility, birth control, impotence or erectile dysfunction. Non-therapeutic induced abortions and derived complications.

**14.16.** Preventive medical check-ups and those examinations and/or hospitalization for executive check-ups or for medical certificates, hospitalization for surgeries or treatments that can be performed on an outpatient basis.

**14.17.** Treatment for immunological diseases services doctors related to immunoprevention,

immunotherapy, self-vaccinations, as well as allergy tests or evaluation of the immune system and others related to allergies.

**14.18.** Venorrhaphy for varicose veins or saphenectomy, unless an infection or ulceration has occurred.

**14.25.** Procedures and/or diagnostic

**14.24.** Removal of warts for aesthetic purposes and removal of keloids. studies

**14.19.** Correction for visual refractive errors; supply of glasses and/or lenses, diagnosis, monitoring and surgical treatment of keratoconus, and specialized examinations for the study of visual refraction defects and complications derived from the correction of myopia, hyperopia and astigmatism; phacorefractive surgery, nor refractive surgery.

**14.20.** Injuries or conditions caused directly or indirectly by catastrophic events of natural or man-made origin, accidentally or voluntarily, such as tremors, earthquakes, hurricanes, cyclones, landslides, floods, atomic energy, war (declared or not), civil commotion, riotous revolution, terrorist acts caused by explosives or terrorist actions of any other nature, kidnapping and active participation in strikes, riots or commission of crimes.

**14.21.** Long distance calls, cell phones, extra meals, items for personal use, sanitary towels, diapers, soaps, bottles, cafeteria service and other services not expressly covered in confinement.

**14.22.** Accidents suffered when traveling as a driver or passenger of a car or any other vehicle in races, tests or safety, endurance or speed contests.

**14.23.** Services provided by clinics not affiliated with the HUMANO SEGUROS health service



SEGUROS.

**14.26.** Injuries suffered as a result of extreme sports.

**14.27.** Injuries suffered as a result of the practice of activities and/or sports due to irresponsibility, ignorance or aggravating circumstances that expose the life and health of the Insured.

**14.28.** Treatments and/or surgeries with Laser Rays.

**Paragraph: Temporary exclusions.** HUMANO SEGUROS Health Plans do not cover the following services, which are considered temporary exclusions and which may vary depending on the Health Plan chosen and contracted:

Two (2) years for coverage of septoplasty and rhinoplasty (non-cosmetic). However, if within the first year it is necessary to perform some of these surgeries as a result of an accident, they are covered, as long as the accident occurred after the entry into force of this Contract and HUMANO INSURANCE is previously presented, the x-rays with their respective readings in which the trauma is identified.

**Article 15.- Change of plan.** The Contracting Party may request a change from a Health Plan to another that is marketed by HUMANO SEGUROS, as long as the

of new technology not contracted by HUMANO

provider network. Insured(s) at the time of change do not have ongoing treatment, surgery



scheduled, a condition or illness or that the Insured(s) is(are) pregnant at that time.

**15.1.** In any case HUMANO SEGUROS reserves the right to accept or not the Change of Health Plan requested by the Contracting Party. For the purposes of this acceptance, HUMANO SEGUROS will carry out site evaluations and require compliance with the required conditions as if it were a new insurance.

**15.2.** For plan changes, continuity of coverage does not apply, that is, health conditions existing prior to the plan change will have coverage under the previous Health Plan.

Paragraph: Changes are subject to the conditions established in the Insurance Policy defined by HUMANO SEGUROS.

## **Article 16.- Price, obligation and method of payment.**

**16.1.** Calculation of Premium or Insurance Price. The premium to be paid by the Contracting Party for the health benefits and services to which the Insured(s) will be entitled under this Contract will be calculated based on the experience of historical consumption and frequency of use of the service(s). HUMANO SEGUROS insured(s) corresponding to the coverage, procedures or health services covered in each plan and optional service(s) contracted, applying the pricing policies defined by HUMANO SEGUROS.

The premium to be paid by each person or group of insured persons will be displayed in the corresponding Annex(es), which form(s) an integral part of this document.

Contract, and may be presented or applied as a single rate, rate by age, group of

ages, sex, relationship or any other method or variable determined by HUMANO SEGUROS, which allows it to guarantee the sustainability of the contracted services during the term of this Contract, on the anniversaries of the policy(s) and/or Insured ( s), or date on which it is renewed or invoiced.

**16.2.** Modifications in the Insurance Premium or Price. While the contractual relationship lasts, HUMANO SEGUROS reserves the right to adjust and/or modify the prices of the insurance and the optional service(s) or its calculation criteria at any time. For these purposes, the adjustment and/or modification in the prices or calculation criteria will depend on the results of the variables of the policies and/or plans such as current claims, projected claims, risk exposure or age reached by the Insured, without be these limiting and based on the current pricing policies for this type of insurance upon the fulfillment of the anniversaries of the policy(s) and/or insured(s), or date on which it is renewed or invoiced.

The Contracting Party recognizes and accepts that in addition to the adjustments and modifications in the prices of the insurance and the optional service(s) contracted, once the Insured or any of their dependents reach the following ages, the age surcharge will be automatically applied in the following proportion:

- i) 100% from 65 to 79 years of age; and
- ii) From age 80 until the policy is valid, an additional 100%.

HUMANO SEGUROS will notify the adjustment and/or modification of the insurance prices and the optional service(s) by notice sent by mail or communication to EI Contracting Party, with no less than thirty (30) days prior to the date on which they are to come into force. If the Employer is not



In accordance with the adjustments and/or modifications, you must communicate your decision to terminate the Contract, in writing within fifteen (15) days following the date of sending the corresponding communication. If this statement does not occur within the indicated period, the Contracting Party's acceptance of the adjustments and/or modifications and its intention to continue with the Contract will be presumed.

The age surcharge will be applied to the total insurance premium payable by the Employer for each eligible insured according to the billing frequency of the policy. The total premium is considered to be the result of the sum of the base premium corresponding to the health services, plus the premium for the benefits and/ or optional services subscribed by the Contracting Party of the policy.

**16.3.** Payment of the Insurance Premium or Price. The Contracting Party will pay HUMANO SEGUROS one hundred percent (100%) and in advance, the insurance premium and the optional service(s) contracted, as agreed in the Particular Conditions, within the first ten (10) days each month, according to the current prices established and communicated by HUMANO SEGUROS. The Employer is responsible for the payment of premiums according to the agreed terms and the chosen billing frequency.

In the event of delay or delay by the Contracting Party in the payment of the price of any of the installments according to the agreed payment method, HUMANO SEGUROS may charge default interest on the outstanding balances at the maximum rate permitted by Law.

**16.4.** Payments will be received at any of the HUMANO SEGUROS offices or through any payment tool or platform available.

**16.5.** Payment of the Health Plan premium and the contracted optional service(s) implies acceptance by the Contractor of the terms and conditions of this Contract and its Annexes.

## **Article 17.- Other obligations borne by THE CONTRACTING PARTY and the insured.**

**17.1.** The Employer undertakes and obliges through this Contract to:

**17.1.1.** Submit to HUMANO SEGUROS complete and truthful information, in the forms and other documents required by HUMANO SEGUROS for the subscription of this Contract and its complementary documents.

**17.1.2.** Inform its Insured of the terms and conditions stipulated in this Contract and of each and every one of the obligations that the Insured are assuming by accepting insurance from HUMANO SEGUROS, under this Contract and the corresponding annexes, being under the sole responsibility of the Contracting Party is the fulfillment of the obligation set forth herein.

**17.1.3.** Pay in advance the prices established in the Specific Conditions and in the corresponding Annexes, due to the provision of the services object of this Contract and under the provisions contained in this Contract.

**17.1.4.** Respect and comply with all the provisions contained in this Contract, Specific Conditions and corresponding Annexes.

**17.2.** The Insured undertake to:



to provide it when requested by HUMANO SEGUROS. Likewise, they expressly authorize any PSS to provide - at the request of HUMANO SEGUROS - reports or documents related to the

diagnosis and services provided to any of its Insureds. HUMANO SEGUROS undertakes to keep these reports and documents strictly confidential and, therefore, undertakes not to reveal or divulge them to any person or third party, unless legally compelled or obliged.

**Article 20.- Excess coverage:** The Insured is obliged to communicate to HUMANO SEGUROS the existence of any service or Health Plan contracted from any of the systems in force in the country; Consequently, HUMANO SEGUROS undertakes and THE INSURED accepts that the coverage provided through this contract is granted in excess of any other health plan or product that THE INSURED has contracted.

**Paragraph: Exception for excess coverage, double contracting or concurrent coverage.** There will only be concurrent coverage if THE INSURED is insured by another insurance company(ies), whose contracted health plan is in excess of other health products, in which case the Insured must present the claim in order of seniority and each company will cover according to each of the contracts, if the dates of the contracts coincide, coverage will be done proportionally, among all the companies whose contract dates are coincident, maintaining the

**17.2.1.** Present to HUMANO SEGUROS truthful and complete information about your medical history, health status and that of your dependents, and/or allow HUMANO SEGUROS access to it.

**17.2.2.** Inform HUMANO SEGUROS in writing about the dates of birth of your children and change of residence and telephone numbers, within thirty (30) days of these events occurring.

**17.2.3.** Go to medical appointments established by HUMANO SEGUROS when a medical examination is required for admission, or in any other period, failure to do so is considered an express declaration of withdrawal from being part of the contract as an Insured.

**17.2.4.** Respect and comply with all the provisions contained in this Contract, Specific Conditions and corresponding Annexes.

**17.2.5.** Refund to HUMANO SEGUROS the costs caused by the services received by you or by a third party, in the event of use of the card after the termination of the contract or the loss of the status of Insured, or due to improper use thereof, without prejudice to any legal actions that may arise.

**Article 18.- Rational use of services.** The Insured are under the duty to lead a life that promotes the conservation of health and, among others, to use the services with criteria of economy and social responsibility, and consequently cannot use them repeatedly,

recorded in your medical history and are obliged

repetitively, or excessively. but according to your health needs.

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**Article 19.- Confidential information and clinical history.** The Employer and the Insured

are obliged by this Contract to allow access to  
the information  
order of seniority with respect to the others and

the The total coverage may not exceed the  
expenses incurred.





**Paragraph I:** Duplication of coverage does not imply the failure to make adjustments to expenses that exceed what is reasonable, usual and customary. As long as they are outpatient services and procedures, the copayment only applies once.

**Paragraph II:** It is expressly understood and agreed that this contract will not, in any case, extend to cover the insolvency or default of any other insurer.

**Article Claims for refunds.** As long as said

twenty-one-

benefit is included in the Insurance Plan contracted by the Insured, HUMANO SEGUROS will reimburse those services and/or coverage that apply up to the limits established in the Particular Conditions. The Insured may make their claim for reimbursement within sixty (60) days after receiving the services, through the forms provided by HUMANO SEGUROS, duly completed, accompanied by the supports and other documents required in the forms by HUMANO. INSURANCE.

**21.1.** HUMANO SEGUROS reserves the right to refund when the receipts do not meet the established requirements.

When it is an emergency, in the event that, due to the patient's health status, the service has been provided by a provider not affiliated with the HUMANO SEGUROS PSS network, the costs incurred by the Insured may be recognized by HUMANO SEGUROS through the reimbursement mechanism up to the amount established in the particular conditions of the contracted Health Plan, provided that said benefit is included. To do this, the Contractor or the Insured must request HUMANO SEGUROS expressly and in writing to reimburse the expenses incurred, indicating their value and the services provided and

professional and/or the entity that provided the service, a photocopy of the corresponding medical care summary and other documents that HUMANO SEGUROS deems appropriate and necessary to prove the existence of the event, its amount and the care received by the Insured. The reimbursement request must be made by the Insured, depending on the case, within a maximum period of sixty (60) days from

of the date on which the Insured has been discharged from the institution that has cared for him or her.

**21.2.** HUMANO SEGUROS reserves the right to directly examine the Insured who has a pending Claim when it considers it pertinent in accordance with the provisions of this Contract.

**21.3.** HUMANO SEGUROS will not recognize claims that are made outside the period provided for in this Article and will only recognize claims for fair and reasonable reimbursements, up to the maximum coverage provided for in this Contract and its annexes.

**21.4.** HUMANO SEGUROS will only reimburse the services provided by Health Service Providers not contracted in the plans that expressly contemplate it. Under no circumstances will HUMANO SEGUROS reimburse services provided by Health Service Providers contracted by HUMANO SEGUROS.

**21.5.** If it is proven that adulterated or fraudulent documents were presented to prove the right to payment of reimbursements, HUMANO SEGUROS will be exempt from all obligation or responsibility and the reimbursement will not be made to the Contracting Party or the Insured, and the circumstance described will also be grounds for termination. of this Contract.

attaching the original invoices issued by the





**Article 22.- Sanctions for non-compliance: Reimbursement of expenses.** Without prejudice to the other actions that HUMANO SEGUROS may carry out in accordance with the terms of this Contract and the legal provisions in force, the Contracting Party undertakes and is obliged to reimburse HUMANO SEGUROS for the expenses incurred in payment of services in the following cases:

**22.1.** In all those cases in which HUMANO SEGUROS has made payments for services of which the Insured have been beneficiaries, without corresponding to them in accordance with the terms of these Conditions

General Conditions, the Specific Conditions and their Annexes.

**22.2.** When the Insured has presented false or fraudulent data, documents or information for claim purposes, or has made omissions when providing the information.

**22.3.** When it is proven that the Insured has exceeded the limits established in the Particular Conditions or has made irrational use of the services, for any other cause attributable to the Insured.

**22.4.** When it is proven that for the purposes of insurance or execution of this Contract, the Employer or the Insured Parties presented false or misleading information about their health status or that of their dependents.

**22.5.** When, as a result of the loss of the card of one or more Insured, third parties have made improper or fraudulent use thereof, and it is proven that the Insured or the Contracting Party failed to comply with their obligation to inform HUMANO SEGUROS about the loss of the card.

**22.6.**

When it is verified that the Insured has allowed, by action, complicity or omission, access to third parties not

Insured for the services provided for in this Contract.

**22.7.** When the Insured makes use of the excluded services in accordance with the article corresponding to the exclusions of this Contract.

**Paragraph:** The Contractor must make these refunds effective within a period of thirty (30) days, counted from the date on which HUMANO SEGUROS notifies him of the claim, for any of the reasons stated above. HUMANO SEGUROS may claim the reimbursements requested through judicial means and without the need for any prior requirement, so the Contracting Party waives all types of requirements, and HUMANO SEGUROS may initiate executive action to collect the amounts to be reimbursed for services provided to the clients. that he had no right. For the purposes of the judicial collection of these obligations, this Contract will provide executive merit, together with the settlement of the cost of said services carried out by HUMANO SEGUROS.

**Article 23.- Provision of health services.** The Parties declare that the provision of health care services to the people covered by this Contract, in accordance with the provisions established in these General Conditions, the Specific Conditions and their Annexes is (are) the exclusive responsibility of the provider. (s) of health services (PSS) contracted by HUMANO SEGUROS and whose contractual relationship with HUMANO SEGUROS is in force at the time in which the Insured requires the provision of the service and in those plans that expressly contemplate reimbursements, the Health Service Providers not contracted that meet the requirements and conditions established in the Specific Conditions and their Annexes; who(s) act(s) with full scientific, technical and administrative autonomy.



**Paragraph I:** As a result of the above, and depending on the nature and purpose of this Contract, the parties recognize that HUMANO SEGUROS is not and will not be responsible for any act, action, omission, fault, or negligence of the ) or the provider(s) that could cause or have caused damages or losses to the Insured.

**Paragraph II:** The Contracting Party and the Insured consent and authorize HUMANO SEGUROS within its functions of insurance and management of the health services of the Insured, to modify at any time, unilaterally, without the need for prior notification, the Medical Directory, through the exclusions and inclusions of

professionals and establishments providing health services that HUMANO SEGUROS deems relevant, the Contracting Party and/or the Insured expressly renouncing to file any judicial or extrajudicial action against HUMANO SEGUROS for such reasons.

**Article 24.- Validity of the contract.** This Contract will have a duration of one (1) year. Notwithstanding the foregoing, if with no less than thirty (30) days prior to the expiration date of the Contract, the Contracting Party or HUMANO SEGUROS do not express in writing their decision not to extend it, the Contract will be automatically renewed for the initially agreed term, this without prejudice to the causes of termination established in this Contract. The contractual validity is totally independent of the payment frequency chosen by the Contracting Party.

**Paragraph:** The validity of the Insured is annual, and is counted from the date of inclusion of the Insured.

**Article 25.- Suspension.** HUMANO SEGUROS reserves the right to

suspend, in accordance with the terms of this Article, totally or partially, automatically and without the need for default, notification or any communication, the services of one, several or all of the Insured(s), temporarily, without incurring responsibility, without prejudice to the other actions that HUMANO SEGUROS may carry out in accordance with this Contract and current legislation.

**25.1.** The suspension will have a total effect, that is, with respect to all of the Insured, in the event that the Contracting Party fails to pay one (1) of the monthly payments.

**25.2.** Partial suspension will occur, that is, with respect to one or more of the Insured, in the event of a report or notification by a PSS or HUMANO SEGUROS staff of bad behavior, conduct and inappropriate actions in the facilities of any affiliated PSS or any of the offices of HUMANO SEGUROS or, its promoters and related parties or for the abusive or fraudulent use of the cards or any other activity or action carried out by the Insured that affects the image, reputation, prestige and good name of HUMANO SEGUROS, until such time A definitive investigation is carried out on the case.

**Paragraph I:** During the suspension, the obligation to pay is maintained by the Contracting Party, who must, for purposes of reentry or reintegration, pay the overdue fee(s).

**Paragraph II:** During HUMAN suspension SEGUROS is not obliged to cover or reimburse the health services of which the Insured has been a beneficiary during the period of suspension, nor to cover the services derived from care, treatment and consequences of illnesses or accidents arising during the suspension. period of





suspension, even when the reinsertion or rehabilitation of the Insured has occurred, except in the case in which the suspension has been motivated by the cause stipulated in section 25.2, and the absence of responsibility of the Insured has been demonstrated.

**Paragraph III:** In the event that HUMANO SEGUROS has not terminated the Contract unilaterally as a result of a suspension for any of the aforementioned reasons, the request for re entry may be made in the following cases: i) Due to total suspension, if the Contracting Party has been up to date on payment of fees; ii) By partial suspension if the lack of responsibility of the suspended Insured has been demonstrated.

For these purposes, the new evidence and requirements demanded by HUMANO SEGUROS for re-entry must be presented, without prejudice to the prerogatives that HUMANO SEGUROS has to reserve the right to accept or reject any new entry, as well as the right to apply charges for re-entry.

**Paragraph IV:** Any reinstatement or reinsertion to be considered as such must be requested by the suspended Employer within thirty (30) days of the date on which the suspension of the Contract originated. Otherwise, you will be considered a new Insured and your reinsertion or re-entry will be subject to the requirements of a new insurance.

**Paragraph V:** Reentry or reintegration will take effect five (5) business days after the cause that

gave rise to it has ceased. **26.2.4.** In the event of promulgation or entry into force of regulations, standards or other government provisions that substantially affect the content of the Contract, these General and Annexes Particular Conditions and their

**Article 26.- Causes for termination.** The parties agree that this Contract may be terminated:

**26.1.** Unilaterally by either Party, without any liability, at any time, by means of written notice to the other party, at least thirty (30) days in advance. HUMANO SEGUROS will refund 75% of the unearned premium for the last paid period, maintaining the remaining 25% for general administrative expenses, except in cases of non compliance with the contractual obligations established in this Contract.

**26.2.** By termination or unilateral decision of HUMANO SEGUROS, without deadline and without any refund, in the following cases:

**26.2.1.** For non-compliance with the obligation to pay the prices payable by the Contracting Party for two (2) months, whether consecutive or not. If necessary, HUMANO SEGUROS will take the appropriate legal actions to collect the amounts owed.

**26.2.2.** For non-compliance with the obligations to reimburse expenses borne by the Contracting Party, stipulated in this Contract.

**26.2.3.** For breach of any of the obligations established by the Contracting Party in these General Conditions, in the Particular Conditions and their Annexes, or in the current legal provisions.

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and that do not allow HUMANO SEGUROS to make the services offered therein viable.

**26.3.** Exclusion of Insured. - HUMANO SEGUROS

may terminate their relationship



contractual against one or more of the Insured, by operation of law and without the need for any judicial intervention, in the following cases:

**26.3.1.** In the event that the Employer notifies the exclusion of the Insured.

**26.3.2.** For the verification of false statements, or inaccurate statements regarding the identity, age or health conditions, or any other information that is required by HUMANO SEGUROS during the procedure for the entry of the Insured or during the execution of this Contract; or for the omission of information related to your health status, such as existing prior conditions or congenital diseases or other relevant information at the time of your Insurance or during the validity of this Contract, and for the violation of the other obligations established in the present contract.

**26.3.3.** When the Insured has made, or has allowed, whether due to carelessness, negligence, omission or complicity, an abusive or bad faith use of the insurance card or the services to which he or she is entitled as an Insured, understood as abusive or bad faith use, in an enunciative and non-limiting manner, the following:

**26.3.3.1.** Request or obtain services or benefits for oneself that are not necessary, making irrational use of the services.

**26.3.3.2.** Allow, whether by loaning the card or by other actions or omissions, to third parties other than the Insured, to obtain services or benefits or obtain authorizations, whether or not the card or identification document has been altered for this purpose.

**26.3.3.3.** For presenting false information or hiding information in claims for reimbursements.

**26.3.3.4.** When, as a result of an investigation, it is determined that the Insured has acted under bad behavior, conduct and inappropriate actions in the facilities of any affiliated PSS or any of the offices of HUMANO SEGUROS or its promoters and related parties or due to abusive or fraudulent use of the cards or any other activity or action carried out by the Insured that affects the image, reputation, prestige and good name of HUMANO SEGUROS.

**26.3.3.5.** For failure to comply with any of the obligations placed upon you in this Contract.

**Paragraph I:** If on the termination date there is any hospitalization in progress, HUMANO SEGUROS will pay the the corresponding expenses only until the last day on which the Contract remains in force.

**Paragraph II:** In the event of dissolution of the Contracting Party, the Contracting Party must communicate such fact to HUMANO SEGUROS within fifteen (15) days following the date of occurrence thereof, expressly indicating its interest or not in continuing its contractual relationship with HUMANO SEGUROS. and designating the legal entity that will assume the status of "Contractor".

**Paragraph III:** In the event of the death of the Principal Insured, when he or she is the only beneficiary, the contract will be terminated. If there are surviving dependents other than the Primary Insured, they must notify the death within fifteen (15) days following the date of death, expressly indicating their interest in continuing or not the contractual relationship with HUMANO SEGUROS and designating the person who will assume the status of Primary Insured.

**Paragraph IV:** If the previous procedure is not complied with within the deadlines





established, the contract will automatically terminate upon expiration of the deadlines.

**Paragraph V:** In each case mentioned in paragraphs II and III above, HUMANO SEGUROS will evaluate the request received and reserves

the right to accept or not the replacement of the Contracting Party or Insured, as well as to establish the new conditions under the which the request is accepted.

**Article 27.-Modifications.** Without prejudice to what is established in the General Conditions and the Annexes of this Contract, its Particular Conditions and its Annexes may be amended or modified at the request of the Contracting Party as long as it is accepted by HUMANO SEGUROS, in manifestation of what the parties must sign the corresponding amendment. Likewise, this Contract and its Annexes may be unilaterally modified by HUMANO SEGUROS, prior

notification to the Contracting Party at least thirty (30) days before the date on which the amendment is intended to become effective. Additionally, these Specific Conditions and their Annexes may be amended in the event of the eventuality of Contract, <sup>their</sup>

promulgation or entry into force of regulations, standards or other government provisions that affect the content of this Contract, General and Particular Conditions and its Annexes. If the

their

Contracting Party does not agree, it must notify HUMANO SEGUROS of its decision of non acceptance within ten (10) days of the date of receipt of the proposed amendment. The parties agree that this non-acceptance constitutes a justified cause for termination. The Employer's failure to respond within the aforementioned period is considered acceptance of the

provisions of the current Health Plan Regulations. e) Annexes;

**Article 28.- Actions.** The Parties agree that they will prescribe within a period of two (2) years, counted from the moment in which it arises, the action in liability against HUMANO SEGUROS for any right related to this Contract.

**Paragraph:** On the other hand, the Insured may not initiate legal actions, instances, demands or other judicial or extrajudicial actions to claim their rights before sixty (60) days have elapsed after having provided written proof of the service that gives rise to the claim. . This is to allow HUMANO SEGUROS to have the necessary documentation to address the claim. The parties agree that actions or claims made in violation of this legal provision will be considered as not carried out.

**Article 29.- Prohibition of transfer.** This Contract, or any part of it, may not be assigned, transferred, transferred, assigned or delegated by the Contracting Party to another natural or legal person without the prior written consent of HUMANO SEGUROS.

**Article 30.- Annexes.** The Parties declare and state that the documents listed below form an integral part of this Contract, but are not limited to:

- a) Contract Application signed by Him Contractor;
- b) Insurance Application signed by the Insured(s);
- c) Health Declaration signed by The Insured(s);
- d) The Particular Conditions;

f) Endorsements;

g) The Coverage Tables;

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h) Income evaluation examinations and/or laboratory tests; and,

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i) The other documents and communications that arise on the occasion of the Contract and the

claims.

**Article 34.- Headings.** The parties agree that headings,  
and

paragraph numbers and other designations are intended solely for the purpose of organization of this Agreement and in no event shall they be used to interpret or determine the





Nothing stipulated in this Contract creates employment, association, economic ties, or any other relationship between \_\_\_\_\_ of

the parties. This is a pure and simple Service Contract, so the parties are not bound in any of the ways indicated above.

**Article 32.- Conflict resolution.** Any conflict or disagreement that may arise between the Contracting Party, the Insured, the Beneficiaries or the designated legal heirs and HUMANO SEGUROS will be resolved in accordance with the provisions of the arbitration procedure established in Law 146-02 on Insurance and Bonds of the Dominican Republic. The eventual arbitration award will be final and unappealable and may be enforced by the successful party.

In the event that there is a discrepancy between the Insured and HUMANO SEGUROS regarding claims, including claims or differences regarding the determination of eligible expenses, and the usual, reasonable and customary conditions of expenses, the Parties now agree to submit to TECHNICAL ARBITRATION .

**Article 33.- Clauses.** If any provision of this Agreement is deemed illegal or invalid, such illegality or invalidity shall not affect the validity or enforceability of any other part of this Agreement, which shall be construed as if such

illegal provision or provisions or

Approved by the Insurance Superintendency, through official letter No. 0284.  
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meaning or scope of any terms, words or phrases of this Agreement.

**Article 35.- Choice of address and notifications.** The parties choose the address for notifications, acts, documents, reports and any other writings to be communicated, at their respective registered offices indicated in the Specific Conditions.

**Paragraph:** The Contracting Party is obliged to inform HUMANO SEGUROS in writing about any change of address or domicile. In the event of not complying with this obligation, the Contracting Party exempts HUMANO SEGUROS from any liability that may exist for sending correspondence, communications and notifications to the address or address established in the Particular Conditions.

**Article 36.-Currency.** It is agreed that all payments that the Contracting Party must make to HUMANO SEGUROS or those that it has to make for claims or any concept regarding this contract, must be made in the currency indicated in the Specific Conditions of the policy, in accordance with the current monetary law. .

**Article 37.- Credit information.** The Insured and/or the Contractor agree that



HUMANO SEGUROS can investigate and/or provide the credit information centers with all the information related to your credit history, as well as information derived from the experience of managing your credit for the purpose of this policy.

### **Article 38.- Data protection**

**38.1.** The Insured or the Contracting Party agree that the data obtained under this contract will become part of a file owned by HUMANO SEGUROS and whose purpose is the management of this business relationship, as well as an operational, statistical administration purpose. and risk assessment.

**38.2.** The Insured and/or the Contractor are informed and consent that their data may be used by HUMANO SEGUROS for contracting or applying to other products and services of the entity, as well as for sending commercial offers, products or services related to their activity. commercial.

### **Article 39.- Non-printed clauses.**

Any condition that HUMANO SEGUROS adds in agreement with the contracting party, whether in the body of this policy or by letter or endorsement, will have the same validity as the conditions established here. In case of contradiction between them, the clauses added to this policy will prevail.

**Article 40.- Automatic charge.** The policyholder

may authorize HUMANO SEGUROS to automatically charge his or her credit card, debit card or account for the purposes of payment of the insurance premium reflected in the invoices. HUMANO SEGUROS will carry out the necessary procedure to collect the unpaid premium, however, in the event that it makes collection attempts on the account and the

date agreed upon with the policy contracting party, and on said date there are no available or sufficient funds, HUMANO SEGUROS will have the option, not the obligation, to notify the policy contracting party to initiate a new collection process in order for it to be settled. the outstanding balance in the HUMANO SEGUROS offices.

**Article 41.- Prescription.** An extinctive prescription of two (2) years is established from the date of occurrence of the incident, to

from which no action may be initiated against HUMANO SEGUROS, except in the case in which a judicial action related to the claim has been processed within this period.

**Article 42.- Grace period.** It is the period of thirty (30) days after the policy expiration date, during which HUMANO SEGUROS will allow the insured to renew the policy.

