

## **EMERGENCY CARE, EVACUATION COVER AND HOME DOCTOR SERVICES**

### **I. DEFINITIONS:**

1. Emergency care and evacuation cover constitutes a contract signed by Helicópteros Sanitarios SA and the subscriber(s) subject to the general conditions set out hereunder.
2. Subscriber(s): Is the private individual or corporate body signing this membership certificate.
3. Beneficiary/Beneficiaries: Is the policyholder herein, his/her spouse, and unmarried children living with and financially dependent on the policyholder. Where the Beneficiary is a corporate body (company), the beneficiaries hereunder shall be all those private individuals named on the list attached hereto, provided they meet the special requirements stated in the appendix hereto.
4. Membership Certificate: This is numbered document where appears the contract for urgent services and medical transfer which consist of these general clauses, the particular conditions which they contain, among other, the personal details and the beneficiaries, and any other agreement that both parties agree to insert in annexed pages; the said document will be signed at the time of payment of the subscription, it being deemed, in the absence of the signature of the subscriber, that payment of the first instalment will constitute knowledge and acceptance of the contents by the subscriber.

### **II. PURPOSE OF THE CONTRACT:**

A. The purpose of this contract is the urgent, immediate assistance by means of a medical doctor or qualified nurse and the medical transfer by helicopter (as long as the treating Doctor at Helicópteros Sanitarios SA deems necessary) or, in the event, by means of mobile ICU, advanced care ambulance or ambulance of Initial Patient assessment, of the persons who, being subscribers and/or beneficiaries, require urgent medical treatment in a hospital centres as a consequence of accident, serious illness or exceptional circumstances and thus need immediate evacuation from their home or the accident site to a hospital found within the territorial scope set out in Clause III herein, when Helicópteros Sanitarios SA is required for that purpose.

B. Transfers will be made within the area established in clause III, from one medical centre to another better equipped or nearest to the partner/beneficiaries home address, provided that such transfer is specified by the physicians treating the patient and Helicópteros Sanitarios SA is requested to do so. The subscriber authorises Helicópteros Sanitarios SA to hold in trust, protect and preserve each and every medical report, clinical history and treatments implemented by Hospitals and Clinics where the patient has been transferred for visits, consultations, treatments or surgical interventions. This information, of a confidential nature, will only be available to the subscriber, the doctors providing treatment and Helicópteros Sanitarios SA medical team.

Helicópteros Sanitarios SA commits to their patients at Medical Centres or Hospitals who have been transferred by ambulance or are admitted by their own means to receive medical or surgical treatment, will maintain all personal data confidential and anonymity of all the information that is not required for medical treatment, a special mention is made to address, telephone and e-mail.

Helicópteros Sanitarios SA will sign agreements in this regard with Hospitals and Medical Clinics in order that these companies do not make contact with patients for commercial, statistical, quality control reasons, etc. Any contact by Medical Centres to our patients should always be made and therefore is mandatory through Helicópteros Sanitarios SA who will transfer the information to the patient.

Helicópteros Sanitarios SA medical staff will decide on a medical centre deemed most appropriate based on criteria of proximity and services to obtain the best patient treatment in each case. Transfers will only be made to those medical centres who have Helicópteros Sanitarios SA practitioners.

C. Under the terms of this contract Helicópteros Sanitarios SA shall provide medical attendance/treatment by their own qualified medical practitioners and medical staff at the subscriber's and/or beneficiary's home using for that purpose the methods of transport cited above and equipped Medical Car. The service thus provided shall consist solely of medical attendance/treatment of domestic accidents and common illnesses, excluding pharmacology treatment or any type of diagnostic tests effected by a process of analysis or by means of equipment which due to its size or complexity cannot be transported to the patients home.

D. Helicópteros Sanitarios SA may rescind this contract in the event of repeated misuse of this service, when in the attending doctor's opinion there is no illness or injury likely to justify a request for emergency assistance and evacuation by helicopter, or that this repeated misuse originates from the result of toxicity, alcoholism or mental disorder.

E. The obligations of the beneficiary are: To provide complete and precise information about his medical condition, the reasons why medical treatment is sought and the necessary identification details of the subscriber or beneficiary. To inform of this medical history. To indicate if he has previously taken medication. To report any unexpected change in health. To ask questions if he does not understand what the doctor or nurse is telling him. To follow medical instructions.

### **III. COVERAGE AREA:**

A. When the subscriber and/or beneficiary is within the area situated between Sotogrande and Torremolinos, and the following towns: Benahavís, Casares, La Alcaidesa, Guadiaro, Istán, Manilva, Monda, Ojén, San Enrique de Guadiaro, San Martín del Tesorillo and any others to be determined at some future date, they will benefit from the first-aid services of Helicópteros Sanitarios SA at the actual location of the emergency.

B. The evacuation will be effected between the hospital centres situated within the Andalusian Autonomous Community, whenever such evacuation is ordered by attending doctor in the medical centre in charge of the patient, subscriber and/or beneficiary, in accordance with the circumstances and urgency of the case, or in serious cases, and once the voluntary discharge from the original hospital has been obtained, the subscriber and/or beneficiary may request the evacuation via Helicópteros Sanitarios SA.

C. The area in which the home doctor service shall be made available shall be established in each particular case, depending on how far the policyholder's and/or beneficiary's home is from the Helicópteros Sanitarios SA medical centre.

### **IV. SUBROGATION:**

Helicópteros Sanitarios SA shall be subrogated to the rights and actions requiring or leading to their intervention, in respect of the total cost of services provided through the Company, where the assistance/care provided under the terms of this contract are covered wholly or partly by the National Health service, or any other institution or organization, or where the need for their services was created by third parties responsible for the event, who may be held liable for reimbursement of any cost thus incurred and/or damages to the subscriber/beneficiary herein. In any event, the latter hereby undertakes to cooperate actively with Helicópteros Sanitarios SA in providing whatever help and documents may be required, so that the aforesaid subrogation may take effect, and this applies on behalf of the subscriber and/or beneficiary, his heirs, parents, guardians, etc.

### **V. PROCEDURE:**

Helicópteros Sanitarios SA will arrange a permanent and uninterrupted service that will attend the incoming calls of those subscribers and/or beneficiaries who call upon its services during the 24 hours of the day, every day of the year.

## **VI.VALIDITY:**

The present contract and its fees are annual and will take effect as from 0.00 hrs the following day of payment of the subscription. The contract will be tacitly renewed annually and consecutive years unless notice is given by one or both parties to the contrary, notice must be given in writing and with at least one month prior to the due date of each annual period, sending the notice by certified mail, fax or e-mail a letter signed by the policy holder or contract holder and attaching a photocopy of identity card / passport. Cancellation of the contract before the due date does not entitle to a partial or total refund. Once the receipt of payment has been issued, without prior notice of cancellation, non-payment of the same shall be considered as an outstanding debt.

## **VII.SUBSCRIPTIONS PRICE:**

Subscriptions rates shall be established in the special conditions herein, and the fee will be set automatically on each annual renovation, applying at least, the varying percentage of the Cost of Living Index (IPC). The payment of the subscription or renewals must be made in the following modes of payment; cash, bank standing order, credit or debit card. If credit or debit card are chosen as mode of payment, Helicópteros Sanitarios SA will be authorized to charge annual renewals until the present authorization is revoked. The contract shall be paid on signing this contract. The contract shall not take effect until payment is made. If the subscription is not paid before circumstances requiring the services of Helicópteros Sanitarios SA arise, the latter shall be free of any liability in this respect. If for humanitarian reasons, Helicópteros Sanitarios SA should provide the service requested, it may likewise institute a claim recovery of the full cost of any such service.

## **VIII.REGISTER AS A SUBSCRIBER:**

Registering as a subscriber ONLINE will be pending until it is confirmed that the applicant has no outstanding payment with Helicópteros Sanitarios SA. Being the case, subscription will not be effective until the debt has been paid.

## **IX.JURISDICTION:**

Disputes arising under this contract is expressly subject to the courts of Marbella (Málaga), waiving their own jurisdiction if needed.

## **X.DATA PROTECTION:**

The data provided by you will be processed by the data controller: Helicópteros Sanitarios SA, with NIF: A292949158, address: A-7 Freeway, km. 175, Puerto Banús, 29660 Marbella (Málaga), telephone: 677595337, email address: [privacy@helicopterosanitarios.com](mailto:privacy@helicopterosanitarios.com) and will be treated for the specific purpose of each treatment in accordance with the regulation established by Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of personal data and other applicable provisions, and in application of Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights and with Law 29/2015 of October 1 on Administrative Procedure of Public Administrations.

The legitimacy of the treatment may be based on the fulfillment of a legal obligation and/or the execution of a contract in which the interested party is a part or for the application of pre-contractual measures at the request of the latter, according to articles 6.1 c) and 6.1 b) of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of personal data and other applicable provisions.

The conservation of personal data will be for the time necessary to fulfill the purpose for which they were collected and to determine the possible responsibilities that may arise from said purpose and from the processing of the data.

The data collected will not be transferred except by legal obligation, or with the prior consent of the interested party, to financial entities, State Tax Administration Agency, General Intervention of the State Administration, Court of Auditors, etc. In no case will the data be transferred to countries outside the European Union.

In any case, you can exercise your rights of access, rectification, deletion and portability of your data, of limitation and opposition to its treatment, as well as not to be subject to decisions based solely on the automated treatment of your data, when appropriate, by contacting the Responsible for Data Processing, Helicópteros Sanitarios SA, A-7 Freeway, km. 175, Puerto Banús, 29660 Marbella (Málaga), or via e-mail: [privacy@helicopterossanitarios.com](mailto:privacy@helicopterossanitarios.com). Likewise, the interested parties also have the right to file a claim with the Spanish Agency for Data Protection in <https://sedeagpd.gob.es/sede-electronica-web/vistas/formNuevaReclamacion/reclamacion.jsf>

Lastly, we remind you that as a member, and to improve the quality of our services, we inform you that the calls you make to Helicópteros Sanitarios SA will be recorded.

**XI. CONSENT:** I consent that Helicópteros Sanitarios SA processes my personal data for the following purposes:

YES \_\_\_ NO \_\_\_ Information on services and news from Helicópteros Sanitarios SA.

YES \_\_\_ NO \_\_\_ Information on services and news from Helihospital SA, private hospital and exclusive care.