



GENERAL TERMS AND CONDITIONS INCLUSIVE INSURANCE - HOTEL CANCELLATION





Hotel Cancellation Insurance **EA / 2020**

GENERAL TERMS AND CONDITIONS

In order to be entitled to any of the cover under this policy, the Insured Person is required to contact the Insurer by means of the web page <https://ea.eclaims.europ-assistance.com>.

By accessing <https://ea.eclaims.europ-assistance.com>, the Insured Person is entitled to benefit from the **Travel Protection Portal** service, which offers a wide range of highly beneficial additional services and tools aimed at providing peace of mind throughout travel.

THE DURATION OF THE INSURANCE, THE TERRITORIAL SCOPE FOR COVER, AS WELL AS THE POLICY TYPE CHOSEN AND GUARANTEES AND EXCLUSIONS THEREOF, ARE THOSE STIPULATED IN THE SPECIFIC TERMS AND CONDITIONS OF THE POLICY ACCORDING TO THE POLICY TYPE SUBSCRIBED

EUROP ASSISTANCE S.A., Sucursal en España

Orense, 4 28020 Madrid

W-2504100-E - Registration 1 in the Madrid Register of Companies, dated 18-12-2019.

Page M-709205. Sheet 153. Volume 39930. Register of Companies





COVERAGE AND COVER LIMITS PER INSURED PERSON

HOTEL CANCELLATION

RISKS COVERED

AMOUNTS INSURED PER PERSON

1. CANCELLATION COVER

1.1. Cancellation of stay..... Total limit for the booking





PRIOR INFORMATION

Pursuant to the stipulations of article 96.1 of Act 20/2015, dated July 14, on the organisation, supervision and solvency of insurance and reinsurance companies and Royal Decree 1060/2015, dated November 20, approving the implementing regulations thereof, it is expressly stated that the information contained in this clause has been notified to the Insurance Policyholder prior to entering into contract.

1. This insurance contract is entered into under the provisions of the right of establishment with the Spain Office of the French insurer Europ Assistance, a French limited liability company governed by the French Insurance Code, with equity capital of 46,926,941 Euro, registered with the number 451 366 405 RCS Nanterre, and domiciled at Promenade de la Bonette, 1 - 92633 Gennevilliers Cedex, France.

2. Europ Assistance S.A., Sucursal en España is duly registered in the Administrative Register of Insurance Entities of the Directorate General for Insurance and Pension Funds (Dirección General de Seguros and Fondos de Pensiones), with key E0243 and registered office at C/ Orense 4, Planta 14, 28020 Madrid.

3. Without prejudice to the authority of the General Directorate of Insurance and Pension Funds (DGSFP), the member state to which the regulation of the Insurer corresponds is France and, within the said member State, the Authority to whom regulation corresponds is the Autorité de Contrôle Prudentiel et de Résolution (ACPR), domiciled at no. 4, Place de Budapest, CS 92459, 75436 Paris Cedex 09, France.

4. This insurance contract is governed, where applicable, by the items agreed in the General, Specific and Special Terms and Conditions in accordance with the stipulations of Act 50/80, dated October 8, on Insurance Contracts; the Insurance and Reinsurance Company Regulation, Supervision and Solvency Act (Act 20/2015, dated July 14) and implementing regulations thereof.

5. The solvency of Europ Assistance S.A., Sucursal en España is not subject to Spanish legislation. The report covering the financial situation and solvency of the Insurer is available on the website thereof.

6. In the event of any complaint or claim, Europ Assistance S.A., Sucursal en España makes a Complaints Service system available to Insured Persons, the Regulations of which may be consulted at the website www.europ-assistance.es

Policyholders, insured persons, beneficiaries, aggrieved third parties or assignees of any of the aforementioned are entitled to present complaints in the section "Customer Protection" of the website or in writing to the Complaints Service:

Complaints Service
C/. Orense, 4 - Planta 14. 28020 Madrid.

This independently managed service shall, within a maximum period of two months, attend to and resolve the written complaints directly addressed to it, in compliance with Statute ECO/734/2004, dated March 11 and Act 44/2002, dated November 22.

Having exhausted the procedure of the Complaints Service system, the claimant is entitled to present the complaint to the Commission for the Defence of Insured Persons and Pension Plan Participants (Comisionado para la Defensa del Asegurado and del Partícipe en Planes de Pensiones), the address of which is:

Paseo of la Castellana, 44. 28046 Madrid.

7. The contract is subject to Spanish legislation, a judge corresponding to the usual place of residence of the Insured Person having jurisdiction.





1. CANCELLATION INSURANCE

This Insurance Policy is governed by the legislation in force and by these General Terms and Conditions, in addition to the Specific and Special Terms and Conditions of the Policy, which constitute an indivisible whole and are the basis for the insurance, covering solely those risks specified therein.

2. CONTRACT TYPES AND COVER

These General Terms and Conditions of the Hotel Cancellation Insurance correspond to the following policy types:

Temporary Cover
Cancellation of Hotel Stays

The policy type chosen features in the Specific Terms and Conditions of the Insurance, together with the cover period, covered provisions and the financial limits thereof.

3. DEFINITIONS

ACCIDENT

An injury to the body or physical damage suffered during the term of the contract, caused by a violent, sudden, external event beyond the control of the Insured Person.

COMPANION

All persons, other than the Insured Person, who are registered in the same travel booking, whether insured or otherwise, except where expressly indicated otherwise.

INSURED PERSON

The private individual registered in the booking of the Hotel Stay that is the purpose of this policy, stated in the Specific Terms and Conditions, who is the titleholder of the insured interest and who assumes the duties derived from this Policy.

INSURER

Europ Assistance S.A., Sucursal en España, with registered office at C/. Orense 4, Planta 14, 28020 Madrid, that assumes the contractually agreed risk; authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution (ACPR), with registered office at 4, Place de Budapest, CS 92459, 75436 Paris Cedex 09, France and, with regard to market practices, by the Directorate General for Insurance and Pension Funds (DGSFP) of the Spanish Economy Ministry.

BREAKDOWN

The damage that occurs to or affects the vehicle or means of transport due to normal, chance events, which are therefore unforeseeable and unavoidable, impeding the movement and causing the immobilisation thereof.

NATURAL DISASTER

Flooding, earthquake, tsunami, land slippage, avalanche, hurricane, storm, tornado, fire or volcanic activity caused by nature, any event caused by man being excluded.

USUAL PLACE OF RESIDENCE

The Usual Place of Residence of the Insured Person is understood to be that stated in the booking of the Hotel Stay.





SERIOUS ILLNESS

Any unexpected alteration in the state of health of an individual that requires hospitalisation and impedes the commencement of travel by the Insured Person, prevents the continuation thereof on the anticipated date or carries with it the risk of death.

SUDDEN ILLNESS

A deterioration in the state of health of an individual during travel covered under the contract, the diagnosis and confirmation of which is undertaken by a legally recognised doctor or dental surgeon and requires medical attention.

BAGGAGE

Clothes and other items for personal use and hygiene necessary during travel, stored inside the suitcase/s.

HOTEL STAY

The period of time for which the client has booked a hotel room or rooms.

ABROAD

For the purposes of the cover, abroad is understood to represent any country other than Spain.

COVERED IMMEDIATE FAMILY MEMBER

Spouse or civil partner of the Insured Person duly registered in the corresponding Official Register, as well as family members up to a second degree of kinship through consanguinity or affinity thereto.

FORCE MAJEURE

An unforeseeable event that arises as a result of a cause not involving human action, that may not be anticipated or, where anticipated, cannot be avoided.

STRIKE

Collective stoppage of work on the part of workers in order to achieve a goal or exert pressure with respect to certain situations.

PETTY THEFT

Removal of another's movable property without violence or intimidation to persons or the use of force.

INSURANCE LIMITS

The financial limits that are shown for each of the guarantees of this Policy are understood, except where expressly indicated otherwise, to be total maximum amounts applicable for the entire term indicated in the Specific Terms and Conditions, according to the contract type chosen.

PLACE OF TRAVEL DESTINATION

City, town, village or place that represents the destination of travel purchased.

POLICY

The contractual document that contains the Regulatory Terms and Conditions of the Insurance. The General Terms and Conditions and Individual and Specific Terms and Conditions (individualising the risk), as well as any supplements and schedules that are issued to complete or modify the same, all represent integral parts thereof.

PREMIUM

The price of the insurance. The receipt shall additionally include legally applicable surcharges and taxes.





ROBBERY

Removal of another's movable property with violence or intimidation to persons or the use of force.

SABOTAGE

The damage or deterioration suffered by installations, products, etc., in the course of a dispute with owners, the State or occupying forces in social or political conflicts.

INSURED LOSS

Any sudden, accidental, unforeseen event that is unintentional on the part of the Insured Person and whose detriment is covered by the guarantees herein. The collective detriment derived from the same cause is considered to represent a single, unique loss.

TERRORISM

Any act involving the use of force or violence, or the threat thereof, by any person or group of persons acting in isolation or in relation to a political, religious, ideological or similar organisation, with the intention of intimidating a government or society in general. The act must be declared as an act of terrorism by the government of the place in which the event occurs.

POLICYHOLDER

The private individual or legal entity that, together with the Insurer, signs this Policy and to whom the derived corresponding duties apply, excepting those that, due to the nature thereof, must be fulfilled by the Insured Person.

INSURANCE

Travel is understood to consist of any relocation away from the Usual Place of Residence of the Insured Person, as of departure from the residence up to return once the relocation is ended.

4. PURPOSE OF THE INSURANCE

The purpose of the insurance is to establish cover for the full costs of cancelling a Hotel Stay purchased by the Insured Person, prior to the commencement thereof and under the terms and conditions defined in this policy. In the event that the booking includes various rooms, the possibility exists to cancel complete rooms rather than the entire booking.

5. INTERNATIONAL SANCTIONS

The Insurer does not provide cover, accept any claim or provide any service or provision whatsoever under the policy that may expose it to any sanction, prohibition or restriction by way of the sanctions issued by the United Nations, any trade or economic sanctions, laws or regulations of the European Union or of the United States of America. For further details, please visit the web pages:

- <https://www.un.org/securitycouncil/sanctions/information>,
- <https://sanctionsmap.eu/#/main>,
- <https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>

6. CLAUSE REGARDING TRAVELLERS FROM THE UNITED STATES

In order that services may be provided or payments made where the Insured Person is a citizen of the United States of America travelling to Cuba, it is necessary to substantiate that travel to Cuba is in accordance with the laws of the United States.





7. ENTRY INTO FORCE AND INSURANCE TERM

The insurance policy enters into force on the date indicated in the **Specific Terms and Conditions**, provided that the policy has been duly signed/accepted and the premium paid.

Commencement of cover under the policy

Cover commences on the date indicated in the purchase of the Policy, this necessarily being prior to the commencement of the Stay of the Insured Person.

Right of abandonment

Prior to the commencement of cover, the Policyholder is entitled to request the cancellation of the policy. Following commencement of the insured term, early cancellation of the policy shall solely be possible in the case of insurance exceeding 30 days, provided that the Policyholder exercises this right during the first 14 days following the date of commencement of cover.

In the event of requesting the cancellation of a policy under the terms set out in the foregoing paragraph and once this is accepted by **EUROP ASSISTANCE**, coverage for the risk ceases as of the effective date on which the Policyholder notifies cessation, the Policyholder being entitled to the return of the premium or unused proportional part of the premium in the indicated case of cancellation during the first 14 days of a policy whose term exceeds 30 days.

Term

The term is that specified in the Specific Terms and Conditions.

8. TERRITORIAL SCOPE

Cover under this contract is valid in the territorial scope specified in the Specific Terms and Conditions and for which the Insured Person has purchased this policy, other than within the area of the established distance exclusion and/or according to the definition of the benefit or service itself.

Assistance intervention is not guaranteed in those countries which, during the relocation, are found to be in a state of war, insurrection or armed conflict, whether officially declared or otherwise, even where indicated among the countries stated herein. In this case, EUROP ASSISTANCE will reimburse the expenditure covered and adequately substantiated through the production of the original accrediting invoice.

This insurance provides cover in the countries and destinations indicated in the policy, with the exception of the following: Iran, Crimea, North Korea, Syria and Venezuela.

9. PAYMENT OF THE PREMIUM

The Policyholder is obliged to pay the premium at the moment at which the policy is formalised. In any event, where the premium has not been paid prior to the occurrence of the insured loss, **EUROP ASSISTANCE** remains free of any liability.

In the event of non-payment of the premium, cover does not take effect and the Insurer is entitled to terminate the policy or demand payment of the agreed premium.

10. PROCEDURES IN THE EVENT OF INSURED LOSS

- **Cancellation Costs**

Website: <https://ea.eclaims.europ-assistance.com>





Having notified the cancellation of the Stay to the provider thereof and following the effective cancellation, the Insured Person is required to notify EUROP ASSISTANCE of the cancellation of the Stay by means of the web page <https://ea.eclaims.europ-assistance.com>, from which the page “online claims processing” may be reached in order to create a reimbursement application and to follow up claims, or in writing to Apartado de correos 36316 (28020 Madrid). Presentation of the original invoices and justification statements is necessary in any event.

In the event that there is more than one motive for the insured loss, the cause thereof shall always be considered to be the first which occurs and is justified by the Insured Person.

The Insured Person is required to notify EUROP ASSISTANCE of the occurrence of the loss within a maximum period of 7 days as of the event. In the event of breach, EUROP ASSISTANCE is entitled to reclaim the damages and losses caused by failure to perform the aforementioned declaration.

Reimbursements performed by EUROP ASSISTANCE are made in accordance with Spanish law, in particular with regard to the stipulations concerning payments in cash and capital flows out of the national territory. In the case of the costs of the contingencies covered paid by the Insured Person in cash outside of Spain, EUROP ASSISTANCE will solely reimburse an amount equivalent to or exceeding 10,000 Euro or exchange value thereof in foreign currency where a bank statement is supplied of the withdrawal outside Spain or where a declaration is made pursuant to Article 34 of Act 10/2010 on the prevention of money laundering.

11. INFORMATION CLAUSE RELATING TO THE PROCESSING OF PERSONAL DATA

WHO IS THE DATA CONTROLLER?

Europ Assistance, S.A., Sucursal en España (hereinafter, the “Insurer”), Tax ID: W-2504100-E

Registered Office: Calle Orense, 4, 28020 Madrid.

Data Protection Officer (DPO): you are entitled to contact the DPO in writing, addressed to the Registered Office of the Insurer, indicating in the reference “Data Protection Officer”, or in writing to the e-mail address: delegadoprotdatos@europ-assistance.es

WHAT IS THE PURPOSE OF THE PROCESSING OF YOUR PERSONAL DATA?

The processing is mixed in nature (automated and manual) and undertaken for the following purposes:

- To carry out the performance and fulfilment of the contractual relationship arising from the policy.
- Performance of sales and marketing actions for other products and services of the Insurance Company.
- Creation of customer satisfaction surveys.
- Preparation, drafting and production of the documentation relating to the insurance.
- Performance of necessary evaluations following the occurrence of a claim or an event covered by the policy subscribed.
- Undertaking of any duty that is legally required or contractually agreed.
- Performance of actions aimed at preventing, detecting or pursuing fraud.

WHAT IS THE LEGITIMATE BASIS OF THE PROCESSING?

- Performance of the contract between the Insurance Policyholder, the insured persons and/or beneficiaries and the Insurance Company.
- Legitimate Interest.
- Legal Duty.

WHO ARE THE RECIPIENTS OF YOUR DATA?

- The companies belonging to the Insurance Company’s Group, in order to manage the contractual relationship held with you.
- The bank of the Insurance Company and the companies of its Group, along with the bank of the data subject in order to effect the direct debit order in accordance with regulations in force.





- The entities that act as insurance brokers or distributors for the management of the insurance policies processed thereby.
- The service providers chosen by the Insurance Company, the intervention of whom is necessary for the management of the assistance covered under the policy.
- The Commission for the Prevention of Money Laundering and Monetary Offences (SEPBLAC), in order to comply with legally established requirements.
- The General Directorate of Insurance and Pension Funds, in accordance with the legally established provisions.
- The tax authorities competent in this area, pursuant to compliance of strictly legal and fiscal purposes.
- The Public Authorities with regard to the competencies attributed thereto.
- In the case of insurance cover in the event of death, the General Register of Wills and Testaments, managed by the Directorate General for Registers and Notaries, pursuant to applicable regulations on these matters.

SALES AND MARKETING COMMUNICATIONS

Pursuant to the stipulations of article 21.2 of Act 34/2002, dated July 11, on information society and e-commerce services, it is notified that the Insurer is entitled to send to you information and advertising on products and services sold thereby and that are similar to those purchased. The interested party is entitled to object to the dispatch of electronic marketing messages at any time, by sending an e-mail indicating "COMMUNICATIONS OPT-OUT" in the subject line, to the following address: baja.cliente@europ-assistance.es

PROCESSING OF HEALTH DATA

The Insurer notifies you that, for the management of claims arising from the policy and coverage included therein, it is necessary that personal data relating to your health be processed, whether this has been obtained by means of the health questionnaire or any other questionnaire that may in future be provided during the term of the contractual relationship or which the Insurer may obtain from third parties (whether originating from public or private health centres or other health professionals, both national and international, from examinations or additional medical check-ups that may be required by the Insurer or other public or private entities).

PROCESSING OF THIRD-PARTY DATA

In the event that data relating to third parties is provided, the contracting party in the policy is required to have obtained the prior authorisation thereof regarding the transfer of data to the Insurer for the purposes agreed herein.

HOW LONG WILL THE DATA BE STORED?

Other than where your consent is given, we solely conserve your data for such time as you remain a client and a relationship with you remains in place.

As of that moment, solely the minimum necessary data relating to the operations and transactions performed in order to address any claim that is not proscribed shall be conserved and duly restricted (in other words, available solely to the corresponding authorities and for the defence of the entity). In general terms, the applicable time frames are 10 years under the Prevention of Money Laundering Act, where applicable, and 5 years to address any claims under insurance policies covering damages to persons. The data will be definitively deleted once the said time periods have elapsed. In the event that you are not a client and have made a subscription request, we will conserve your data solely whilst the offer that has been made remains valid or, where no time period is stipulated, in accordance with the legally stipulated time frame.

WHAT ARE YOUR RIGHTS?

You are entitled, at any time and free of charge, to exercise the following rights by means of written communication addressed to Europ Assistance S.A, Sucursal en España, C/. Orense, 4 28020 Madrid, indicating "Data Protection" in the reference and attaching a photocopy of your national identity document:

- To revoke the consent granted for the processing and communication of your personal data.
- To access your personal data.





- To rectify imprecise or incomplete data.
To request the deletion of your data where, among other reasons, the data is no longer necessary for the purposes for which it was collected.
- To object to the processing of your data.
- To request the transferability of your data.
- To make a claim to the Spanish Data Protection Agency, at the following address: Calle de Jorge Juan, 6, 28001 Madrid, in the event that you consider that the entity Europ Assistance S.A, Sucursal en España has violated your rights acknowledged in accordance with the data protection regulations.

To this end, the interested party is entitled to contact the Data Protection Officer (DPO) in writing at Europ Assistance S.A., Sucursal en España, C/. Orense, número 4, 28020 Madrid, or by sending an e-mail to the address delegadoprotdatos@europ-assistance.es

12. PROCEDURES TO BE UNDERTAKEN BY THE INSURED PERSON IN THE EVENT OF A COMPLAINT

EUROP ASSISTANCE makes a Complaints Service system available to Insured Persons, the Regulations of which may be consulted at the website www.europ-assistance.es. Policyholders, insured parties, beneficiaries, aggrieved third parties or assignees of any of the aforementioned are entitled to present complaints in the section "Customer Protection" of the website or in writing to the Complaints Service: Address:

Complaints Service
Cl. Orense, 4 – Planta 14
28020 - MADRID
reclamaciones@europ-assistance.es

This independently managed Service will, within a maximum period of 2 months, attend to and resolve the written complaints directly addressed to it, in compliance with the Statute ECO/734/2004, dated March 11 and Act 44/2002, dated November 22.

Having exhausted the procedure of the Complaints Service system, the claimant is entitled to present the complaint to the Commission for the Defence of Insured Persons and Pension Plan Participants (Comisionado para la Defensa del Asegurado and del Partícipe en Planes de Pensiones), the address of which is:

Pº de la Castellana, 44
28046- MADRID
<https://www.dgsfp.mineco.es/reclamaciones/>

PROVISIONAL OFFICE:
C/ Miguel Angel, 2, 4ª Planta.
28010 MADRID

13. NOTIFICATION OF THE INFORMATION IN THE POLICY

The Policyholder undertakes to notify **EUROP ASSISTANCE**, of any change in the information that appears in the Policy in writing and within a period of 24 hours. In the event of failure to comply with this obligation, **EUROP ASSISTANCE reserves the right to suspend cover.**

14. SUBROGATION

EUROP ASSISTANCE is subrogated, up to the total cost of the services provided thereby, into the rights and proceedings corresponding to the Insured Person against any party responsible for the events and leading to the intervention thereof. Where the cover provided in performance of this Contract is covered in part or wholly by another Insurer or any other institution or person, **EUROP ASSISTANCE** is subrogated into the rights and proceedings of the Insured Person against the said company or institution. To this effect, the Insured Person undertakes to actively collaborate with **EUROP ASSISTANCE** providing any help or furnishing whatever documentation may be considered necessary.





15. LIABILITY

Following the occurrence of an insured loss, **EUROP ASSISTANCE** accepts no liability whatsoever regarding the decisions and conduct adopted by the Insured Person where these are contrary to its instructions or those of its Assistance Service.

16. LEGISLATION AND GOVERNING LAW

For the purposes of this Policy, the Insured Person and **EUROP ASSISTANCE** are governed by Spanish legislation and jurisdiction.

A judge having jurisdiction at the usual place of residence of the Insured Person shall acknowledge the remedies pursuant to the Policy.

INSURANCE COVER PROVIDED

CANCELLATION COVERAGE

1.1. Cancellation of Stay

EUROP ASSISTANCE will reimburse, **up to the full amount**, the full expense of cancelling the Stay purchased (other than, in all cases, any surcharges, issue charges, insurance or any other supplement) that is invoiced to the Insured Person pursuant to the general terms and conditions of sale of the provider. The Stay must be cancelled prior to the commencement thereof and the said cancellation notified to the provider.

This provision is valid as of the date of the booking of the Stay and terminates at the moment at which the Stay commences or should effectively commence. **Cover is valid solely following a period of at least 72 hours between the purchase of the policy and the occurrence of an operative event leading to the cancellation of the Stay.**

The causes of cancellation leading to the application of this provision must necessarily impede the Stay on the dates purchased and must occur subsequent to the subscription of the insurance:

1. Serious illness, bodily injury or death of:
 - The Insured Person.
 - An immediate family member or relative of second-degree kinship.
 - The person designated for the custody of minors or disabled persons.
 - The professional substitute.
2. Death of a relative of third-degree kinship.
3. Serious damage to the residence or professional premises of the Insured Person.
4. Employment dismissal of the insured person.
5. Commencement of employment in a new company in which the Insured Person had not been engaged during the previous six months. The multiple contracts entered into by temporary employment agencies in order to carry out tasks for other companies are considered as contracts for the companies in which the worker performs his or her activity.
6. Summons to appear as a party, witness in court or as a jury member.
7. Attendance at official public sector entry exams.
8. Summons to serve at an election polling station.
9. Acts of air, overland or maritime piracy that impede the commencement of the Stay by the Insured Person.
10. Costs of assignment of the Stay due to cancellation on the part of the Insured Person.
11. Challenge to an income tax declaration made by the Inland Revenue (Ministerio de Hacienda) for an amount exceeding 600 Euro.
12. Cancellation of the Stay due to the Insured Person winning another, similar stay in a notarised public prize draw.





13. Theft of documentation or baggage that prevents the Insured Person from commencing or continuing the Stay.
14. Breakdown or accident to the vehicle owned by the Insured Person, or spouse thereof, impeding the commencement or continuation of the Stay.
15. Extension of employment contract
16. Unexpected call for surgical intervention.
17. Mandatory employment transfer, for a period of relocation exceeding three months. Miscarriage or complications to a pregnancy
18. Official declaration of a disaster area at the point of departure of the Insured Person.
19. Police detention of the Insured Person for non-criminal causes.
20. Summons for divorce proceedings.
21. Surrender of a child for adoption.
22. Summons for organ transplant.
23. Unexpected failure of the grant of visas without justification.
24. Award of official grants.
25. Any illness affecting insured persons of less than 2 years of age.
26. Summons for the submission and signature of official documents.
27. Declaration of insolvency proceedings against the company of the Insured Person.
28. Terrorism or natural disaster, provided that the foregoing occur within a maximum period of 30 days prior to the date anticipated for the commencement of the Stay and within a maximum distance of 30 km from the place of travel destination.

In the event that the cause of cancellation is any of the motives included in this cover and, rather than cancelling the Stay, the Insured Person chooses to change the name on the booking to that of another person or to other dates, **EUROP ASSISTANCE** will pay the expense arising as a consequence of the said modification, provided that this is less than the expense arising as a consequence of the full cancellation of the booking. The choice of this option entails a subsequent waiver of any right to request indemnity pursuant to this cover.

The maximum indemnity per claim in each collective policy amounts to 30,000 Euro, regardless of the number of insured persons affected by the same insured loss. In the event that this limit is exceeded, the indemnity shall be shared proportionately according to the capital insured for each affected person and the number of affected insured persons.

In order to claim indemnity against this provision, the Insured Person must present the following documents:

1. **Copy of the statement justifying the occurrence of the insured loss (accident and emergency or hospital admission report (medical certificates from the College of physicians or private doctors not being valid), death certificate, fire service report, report to police authorities, insurance company report...).** This document must necessarily indicate the date of occurrence (hospitalisation, death, insured loss).
2. **Copy or photocopy of the invoice and/or receipts for the payment for the Stay to the provider. in addition to a copy of the voucher or document issued by the said provider.**
3. **Invoice and/or receipts of the payment of the cancellation costs.**

The costs of cancellation of the Stay must necessarily be justified by the aforementioned required documentation.





EXCLUSIONS

This policy does not cover the costs arising from the booking of transport excursions, visits, entrance tickets or any other costs that are not exclusively related to accommodation. Likewise, the policy does not cover the consequences of the following events:

1. Those intentionally caused by the Insured Person or the Beneficiaries of the policy.
2. Illnesses and accidents derived from the consumption of alcoholic beverages, narcotics, drugs or medication, other than that which has been prescribed by a doctor.
3. Those that are the result of reckless disregard or negligence, as well as those which derive from criminal acts and participation in wagers, challenges or disputes, other than in cases of legitimate self-defence.
4. Suicide, attempted suicide or self-harm on the part of the Insured Person.
5. Epidemics; pandemics; infectious diseases that appear suddenly and spread rapidly through the population; illnesses caused by atmospheric pollution and/or contamination. Quarantine periods derived from any of the aforementioned causes are likewise excluded.
6. Wars, demonstrations, insurrections, civil commotion, acts of terrorism, sabotage, and strikes, unless expressly included in the cover itself.
7. The transmutation of the atomic nucleus, as well as radiation caused by the artificial acceleration of atomic particles.
8. Telluric movements, flooding, volcanic eruptions and, in general, those elements that are caused by the release of the forces of nature, unless expressly included in the cover itself.
9. Refusal to submit to official prohibitions.
10. Lack or impossibility of vaccination or to follow the necessary medical treatment in order to travel to certain countries.
11. The failure to present and/or expiry of the necessary travel documents, such as passport, visa (other than the unexpected failure of the grant of visas without justification), tickets or ID cards.
12. Any meteorological event that entails not undertaking the activities envisaged during travel, other than for cover due to the official declaration of a disaster area.
13. Any cause that is not demonstrated by means of the justifying documents corroborating the motive for cancellation.
14. Any illness that is not serious in nature, other than those expressly covered.
15. Any cause that leads to the cancellation or annulment of the Stay purchased and which is not specifically detailed as cover in the corresponding article shall be expressly excluded.





The undersigned hereby acknowledges having received, on this same date, in writing and prior to the signature of the Contract, all of the information required in the implementing regulation of the Insurance and Reinsurance Company Regulation, Supervision and Solvency Act.

Read and accepted by the Insurance Policyholder, who hereby expressly accepts the exclusionary and limiting clauses of the General, Specific and Special Terms and Conditions of this Policy.

**Europ Assistance S.A.
Sucursal en España**

The Contracting Person

