

TRAVEL INSURANCE

CANCELLATION OF HOTEL STAY - INCLUSION

General Terms and Conditions



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The purpose of this Policy is to establish insurance to cover cancellation costs in the event that You are required to cancel Your Stay at a hotel due to a chance event.

The aforementioned chance event must occur following a period of 72 hours or greater subsequent to purchasing the insurance, unless the said purchase takes place at the same time as the booking of the hotel.

We guarantee the risks included under the policy type purchased, up to the limits indicated therein.

Contract types

The insurance and financial limits purchased will appear in the Specific Terms and Conditions or Certificate of Insurance, together with the cover period and territorial scope

We ask that You carefully read in these General Terms and Conditions together with Your Specific Terms and Conditions.

How to read the terms and conditions of the policy

The cover, exclusions and procedures in the event of an Insured Loss are shown as follows:



What is covered by your Policy

On the left-hand side We detail the cover for each provision.



What is not covered by your Policy

On the right-hand side, We indicate what is excluded from each provision.



Procedures in the event of Insured Loss

Following the cover and exclusions, We indicate how to contact Us in each situation .

Important points

Throughout the terms and conditions, We will provide You with additional information, clarification and suggestions in the following manner:



Information



Clarificati



Suggestion



Warn



Advice

We will indicate the information, clarification, suggestion, warning or advice that We wish to

Print

These General Terms and Conditions are designed to be read on-screen. You may wish to print them, however, as the document is very long, We recommend doing this in black and white and only printing the sections that You need.

The Policy

How to get the most out of this insurance

We want you to get the most out of this insurance. To this end, We ask You to:

- Read the General Terms and Conditions together with the Specific Terms and Conditions and ensure that the insurance covers those events that You consider may occur.
- Ensure that You understand the conditions and exclusions of the Policy given that, in the event that these conditions are not met, this could affect any claim or request that You make.


By accessing <https://ea.eclaims.europ-assistance.com>, You will be able to take advantage of the Travel Protection Portal service, where You will find additional services and tools that are highly beneficial for Your peace of mind throughout Travel

Modification of details in the Policy

The Policyholder is required to notify Us of any modification to the details thereof. This must be performed in writing at the earliest opportunity. **We reserve the right to suspend cover where this obligation is not met.**

In the event of any doubt, You may contact Our customer service:

CUSTOMER SERVICE

 900 299 373 (from Spain) +34 91 514 37 99 (from abroad)

 atencion_cliente@europ-assistance.es (exclusive for policy consultation and purchase)



Important Clarification

This insurance does not cover everything. It solely covers situations as described in these General Terms and Conditions.

Some important events that are not covered are:

- Events indicated in the sections of the [General Terms and Conditions](#) and [General Exclusions](#).
- Events indicated in section "What is not covered by Your Policy" for each provision.
- The insurance excess that We indicate in each section.
- Management fees for the issue or cancellation of services. These are the amounts charged by travel agencies for their work.
- Insurance premiums. Payment for the insurance is what enables You to request the reimbursement of the costs of cancelling Your Stay.
- Any other supplement that is not charged by the service providers.

IF WE DO NOT INDICATE THAT SOMETHING IS COVERED, YOU MUST ASSUME THAT IT IS NOT COVERED

Important information

Some important conditions applying to this Policy are as follows:

- The insurance term, the territorial scope covered and the policy type purchased, along with the provisions and exclusions thereof; all items are indicated in Your Specific Terms and Conditions.
- This Policy is intended solely for Policyholders domiciled in Spain.
- Solely those events that occur within the effective term of the insurance are covered.

Ensure that You have Your Policy number to hand when You contact Us

CANCELLATION COSTS

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

Access the web page and register.

Once You have performed this, You will be able to create Your claim for payment of authorised expenditure and track the progress thereof.


 **Apdo. Correos 36316 - 28020 MADRID**

In the event that We request original documentation, You are required to send this to the above address.



COMPLAINTS SERVICE

 reclamaciones@europ-assistance.es

 **EUROP ASSISTANCE**
Complaints Service
Paseo de la Castellana, 130 - 28046 MADRID



PERSONAL DATA PROTECTION

 delegadoprotdatos@europ-assistance.es

 **EUROP ASSISTANCE**
FAO: Data Protection Officer Paseo de la
Castellana, 130 - 28046 MADRID



Important conditions with respect to the Policy

- The duration of the insurance, the territorial scope for cover, as well as the policy type chosen and coverage and exclusions thereof, are as stipulated in the Specific Terms and Conditions of the Policy.
- This insurance is intended solely for Policyholders domiciled in Spain.
- Solely those covered Insured Losses that occur within the effective term of the insurance are covered.

Entry into force and insurance term

The insurance Policy will enter into force on the date indicated **in the Specific Terms and Conditions or certificate of insurance provided that the Policyholder has accepted the terms and conditions and paid the Premium.**

Commencement of insurance cover

Coverage will commence on the date indicated in the Specific Terms and Conditions of the Your Policy or the certificate of insurance.

For cover relating to the costs of cancellation of Stay, the event causing the cancellation must occur following a period of 72 hours subsequent to Your purchase of the insurance, unless purchase is at the same time as the booking of the hotel.

Insurance term

The insurance term is that stipulated in the Specific Terms and Conditions of Your Policy or in the certificate of insurance.

Duration of the Stay

Cover under this Policy is valid for stays on the part of the Insured Person away from the Usual Place of Residence thereof, up to a limit of 90 consecutive days.

Territorial Scope

Coverage under this Policy is valid throughout the territorial scope indicated in Your Specific Terms and Conditions. This consists of the scope for which the Policyholder has purchased insurance, other than for the established distance exclusion or where specifically indicated otherwise in the definition of the provision.

Although featuring in the territorial scope purchased, We do not guarantee the provision of assistance in those countries that are in a state of war, insurrection or armed conflict of any nature, whether officially declared or otherwise. In this case, We will pay those expenses covered and duly justified by means of a copy of the invoices and proof of payment. We reserve the right to request originals where We consider this to be necessary.

This insurance provides cover in the countries and destinations indicated in Your Policy, with the exception of the following countries and territories: Iran, Crimea, North Korea, Syria, Belarus, Russia and the regions of Donetsk, Luhansk, Kherson and Zaporizhzhia.

Insurance limits

The financial limits that are shown for each of the provisions of this Policy are total maximum amounts during the entire effective term indicated in the Specific Terms and Conditions, except where expressly indicated otherwise.

Precautions

You are required to do whatever is necessary to reduce the risk of the application of any cover under Your insurance.

In the event that You do not take adequate precautions, it is possible that We will reduce the amount of any claims request or the payment of expenses, or otherwise reject payment.

Subrogation

We are subrogated, up to the total cost of the services provided by Us, into the rights and proceedings corresponding to You against any person responsible for the events and which have led to Our intervention. Where the provisions undertaken in performance of this Policy are covered in part or wholly by another Insurer, Social Security or any other institution or person, We will be subrogated into Your rights and proceedings against the said company or institution. To this effect, You undertake to actively collaborate with Us, providing any help or furnishing whatever documentation that may be considered necessary.

Prescription

The proceedings to which You are entitled and derive from the insurance contract prescribe following a period of two years as of the termination of the insurance (five years for insurance relating to persons, as in the case of cover for accident insurance).

Communications

You are required to contact Us directly regarding any question related to Your Policy. You may consult the manner in which to do this in the section "How to contact Us".

Those communications that reach Us on behalf of the Policyholder via an insurance broker or agent are also valid.

Divergence

In the event that the content of the policy differs from the insurance proposal or the agreed clauses, the Policyholder has a period of one month as of the

delivery of the policy to require of the Insurer that the existing discrepancy is made. The said time frame having lapsed without making such a claim, the items set out in the policy will stand.

International Sanctions

We will not provide cover, accept any Claim or provide any service or provision whatsoever under the policy that may expose Us 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 webpages:

<https://www.un.org/securitycouncil/sanctions/information>,

<https://sanctionsmap.eu/#/main>,

<https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>

Clause regarding travellers from the United States

In order that services may be provided or payments made, where You are 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.

Important information

You will benefit from the cover under Your Policy solely where You have followed official recommendations travel information published by a government authority in Your country of origin. These recommendations are those that are in force on the date of commencement of Your Stay. The recommendations include "advice against travel or relocation, other than where essential".



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 48,123,637 Euro, registered with the number 451 366 405 RCS Paris, and domiciled at 2 rue Pillet-Will, 75009 Paris, France.
2. Europ Assistance S.A., Sucursal en España is duly registered in the Administrative Register of Insurance Entities of the General Directorate of Insurance and Pension Funds (Dirección General de Seguros y Fondos de Pensiones), with key E0243 and registered office at Paseo de la Castellana 130, 28046 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, 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

Paseo de la Castellana, 130 - 28020 Madrid.

This independently managed service will, 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 y del Partícipe en Planes de Pensiones), the address of which is:

Paseo de 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.
8. In cases in which the distribution of the insurance is undertaken directly by the Insurer, the employees thereof will receive variable remuneration

All words and expressions defined below have the same meaning in the Policy. Throughout the document they appear in upper case.
The definitions appear in alphabetical order.



Accident(s)/accidental	Bodily injury or material damage that occurs during the effective term of the Policy. This must be caused by an event that is sudden, external and unintentional on the part of the Insured Person.
Companion	Any person other than the Insured Person registered in the same hotel booking. This person is not required to be insured, unless indicated otherwise.
Insured Person, You, Your	The natural person notified by the Policyholder. The Insured Person assumes the duties derived from the Policy.
Insurer, Us, Our, We	Europ Assistance, S.A., Sucursal en España, with registered office at Paseo de la Castellana, 130, 28046 Madrid, that assumes the contractually agreed risk. Europ Assistance is authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution (ACPR), with registered office at 4, Place de Budapest, CS 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 and Digital Transformation Ministry.
Breakdown	Is the damage occurring to a vehicle or means of transport? This damage must be caused by internal, common, unforeseen and unavoidable causes and immobilise and impede the use thereof.
Natural disaster	Flooding, earthquake, tsunami, land slippage, avalanche, hurricane, tornado, fire, volcanic activity and/or any other phenomena declared as a natural disaster by the corresponding authorities. The aforementioned must be caused by nature, rather than human activity.

Quarantine:	Temporary isolation of persons to prevent an infectious disease from spreading.
Usual Place of Residence	The place of residence declared by the Insured Person.
Serious Illness(es) / Serious Accident(s)	<p>We consider to be Serious any Illness or Accident that:</p> <ul style="list-style-type: none"> • Requires hospitalisation for a period of at least 24 hours (the time spent in accident and emergency is not considered to represent hospitalisation) and/or • that causes a severe lack of function of the upper and/or lower extremities in accordance with the criteria of Our medical team. <p>We likewise consider the diagnosis of a cancer (or other illness) as a Serious Illness where this requires active treatment on the dates of travel. The aforementioned diagnosis must be subsequent to adherence to the Policy. Common or minor illnesses (for example, influenza, gastroenteritis, lumbago, asthma, among others) are considered as Serious Illnesses in the event that they require hospitalisation (as previously indicated) and the doctor who intervenes advises against travel in the medical report.</p>

Unforeseen Illness	Unforeseen change in the state of health of a person during Travel insured under the Policy. The said impairment in health must require assistance by a doctor. The aforementioned must necessarily be a legally recognised doctor or dentist that diagnoses and confirms the said change in health. We consider Covid-19 as being equivalent to any other illness.
Epidemic	An Epidemic is considered as consisting of the sudden, widespread appearance of an infectious disease that spreads rapidly and simultaneously affects many people in the same or various geographical areas.
Stay	The period of time for which the client has booked a hotel room or rooms.
Abroad	Any country other than that of the Usual Place of Residence of the Insured Person.
Immediate Family	Spouse or civil partner duly registered in the corresponding official register. Parents, parents-in-law, grandparents, grandparents-in-law, sons and daughters, sons and daughters-in-law, grandchildren, grandchildren in law, siblings and siblings in law.
Force Majeure	Any event not caused by human action. This event must be unforeseeable or, in the event that it is foreseeable, must prove unavoidable.
Strike(s)	Collective stoppage of work on the part of workers in order to achieve a particular 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.
Place of Travel Destination	City, town, village or place where the hotel is located.
Pandemic	An epidemic disease that spreads to many countries or affects almost all individuals in a location or region.

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, or represent integral parts thereof.
Premium	The price of the insurance. The receipt of the premium includes the price of the insurance, any surcharges and legally applicable taxes.
Theft	Removal of another's movable property with violence or intimidation to persons or the use of force.
Sabotage	Intentional damage or destruction of a service, facilities, process, etc., used in the form of protest against the owner or operator thereof.
Insured loss(es):	An event that is sudden, accidental, unforeseen and unintentional on the part of the Insured Person, the damages of which are insured under this Policy. Various damages relating to the same cause are considered as a single insured loss.
Terrorism	Genuine use or threat of force or violence on the part of any person or group of persons. This person or group of persons may act in isolation or in relation to a political, religious, ideological or similar organisation. The intent of the aforementioned is to intimidate a government or society in general. An act of terrorism must be declared as such by the government of the location in which it occurs.
Policyholder	The person or entity that contracts and pays for the Policy to the Insurer. The Usual Place of Residence must be located in Spain. The Policyholder assumes the duties corresponding thereto and that are derived from the Policy.
Travel	Travel to reach the hotel, away from the Usual Place of Residence of the Insured Person, from departure up until return.

To claim Indemnity / Payment of expenses

Our commitment:

- A highly experienced member of Our team will attend to Your request and inform You of the steps to follow;
- Your call will be returned where We have made a commitment to this;
- You will be kept informed of the progress of Your request;

In order to submit Your claim

- For each provision We explain the steps to be followed in the event of requesting the payment of expenses.
- Search for what You need in the corresponding provision and ensure that You have all of the information or documentation that We will request.
- Save copies of all of the documentation and correspondence that You send Us.
- You may view the contact details in this section "[How to contact Us](#)"



Important note

For the submission and processing of Your claim, You are required to provide Your Policy number.

The expenses arising from the provision of justifying statements will be borne by You.

Information that You are required to provide in all cases:

In all cases We will request:

- Policy number, make sure You have this to hand
- Name and surname
- Contact telephone number
- What You need



Information and conditions of Your claim

Your request for the payment of expenses entails authorisation on Your part for Us to:

- Take charge of and act on Your behalf in the defence of any request covered under this Policy;
- Undertake legal proceedings on Your behalf in order to recover any amount covered by this insurance that We have paid, the costs being borne by Us;
- Procure information regarding Your medical condition (with Your permission) in order to manage any claim with respect to the cancellation of Your Stay. We will not provide personal information to third parties without Your prior approval.

We will not pay amounts exceeding those indicated in the Specific Terms and Conditions.

Copies of invoices and proof of payment are required prior to the payment on Our part of any expenses to You. We reserve the right to request the originals in the event that We deem this necessary.



Important note

Reimbursements performed by Us 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 You in cash outside of Spain, We 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.

Currency

At all times We will pay the indemnity, costs or services in the currency in which the expense arises. In the case of currencies where there is no exchange with the European Central Bank, We will make payment in Euro. The exchange rate will be that available at any widely recognised banking institution that accepts the aforementioned currency exchange.



Important information

You are required to do whatever is necessary to reduce the risk of the application of any cover under Your Policy.

In the event that You do not take adequate precautions, it is possible that We will reduce the amount of any payment of expenses, or otherwise reject payment.

TRAVEL INSURANCE



1. CANCELLATION OF STAY

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CANCELLATION OF STAY



What is covered by Your Policy

In the event that You have to cancel Your Stay prior to the commencement thereof, We will pay the cancellation costs invoiced by and paid to Your Travel provider(s) pursuant to the conditions of sale, **up to the limit corresponding to the policy type purchased**. You are required to cancel the Stay prior to the date of commencement thereof and notify this to the provider or providers.

What expenses do We not pay?

- the cost corresponding to this insurance

This cover is valid as of the moment of the hotel booking, up to the date and time at which the period of accommodation commences. The insured grounds forcing You to cancel the Stay must arise following 72 hours subsequent to Your adhesion to the insurance. This limit is not applicable in the event that You purchase the insurance at the same time as booking the hotel.

The insured grounds leading to the cancellation of the Stay on the anticipated date are as follows:

On health grounds:

1. Serious Illness, Bodily Injury or Death of:
 - You, an immediate or second-degree family member or relative
 - the person caring for Your children of less than 14 years of age or disabled persons in Your charge or
 - Your professional substitute
2. Death of a relative of yours of third-degree kinship.
3. In the event that You are unexpectedly summoned for surgical intervention.
4. In the event that You suffer complications with pregnancy or a miscarriage.
5. In the event that You are summoned for an organ transplant.
6. In the event that a child or sibling of yours of less than two years of age becomes ill and is covered under this insurance.

For legal reasons:

7. In the event that You are summoned to appear as a party or witness in court or as a jury member.
8. In the event that You are called to serve at an election polling station.
9. In the event that You are detained by the police (provided that this is not for a criminal offence).
10. In the event that You are summoned for procedures relating to Your divorce.



11. Important information

The exclusions relating to this provision are indicated below.

You are also required to consult the General Exclusions referring to all cover under the provisions and modules of the Policy.

Unless expressly included in the corresponding cover, the damages, situations, expenses and consequences arising from the following are excluded from the insured provisions:

- Suicide, attempted suicide or self-harm on Your part.
- Epidemics; Pandemics; infectious diseases that appear suddenly and spread rapidly through the population. Quarantine periods derived from any of the aforementioned causes are likewise excluded.
- Illnesses caused by atmospheric pollution and/or contamination.
- Acts of reckless disregard or gross negligence; the expenses arising from criminal acts and Your participation in wagers, challenges or disputes, other than in cases of legitimate self-defence and/or when Your life is at risk.
- Any grounds that lead to the necessary cancellation of the hotel booking that are not specifically stated as covered grounds in the corresponding article are expressly excluded.
- Cancellation of the Stay due to lack of a vaccine, inability to receive vaccination or follow the necessary medical treatment required for travel to certain countries.
- The lack of or failure to present necessary travel documents, such as passport, visa (other than an unexpected failure of the grant of visas without justification), tickets or expired ID cards.
- Any meteorological event that entails not undertaking the activities for which Travel is envisaged, excepting cover related to the official declaration of a disaster area.
- Any cause which cannot be proved by all the documents justifying the grounds for the cancellation of the hotel booking.
- Cancellation due to any Illness that is not serious in nature, other than those expressly covered.



CANCELLATION OF STAY

**What is covered by Your Policy**

12. In the event that You are to be given a child in adoption on the anticipated dates for Your Stay in the hotel.
13. In the event that You are refused a visa by the Consulate without justified grounds.
14. In the event that You are summoned by an official body in order to sign any document in person

For employment reasons:

15. In the event that You are dismissed from Your employment. This dismissal must not be disciplinary.
16. Commencement of employment in a new company in which You had not been engaged during the previous six months. In the event that You are employed by a temporary employment agency, We consider the companies in which You have worked rather than the agency itself.
17. In the event that You are required to attend official public sector exams on the dates of Your Stay.
18. In the event that Your employment contract is extended.
19. In the event that You are forcibly transferred in Your work, requiring a change of residence.

Due to extraordinary circumstances:

20. Severe damage to Your residence (main or secondary) or professional premises. (where Your presence is essential). We consider severe damage to be that produced by a fire, explosion, flooding, Theft or natural forces.
21. In the event that You are unable to commence Your Stay due to acts of air, land or maritime piracy at any point on the route to the hotel.
22. In the event that the Authorities officially declare a "disaster area" in the place where the hotel is situated.
23. In the event of an act of terrorism or a natural Disaster at the destination. This must occur within the 30 days prior to the date of commencement of Your Stay. The aforementioned must likewise occur within a distance of less than 30 km from the place where the hotel is located.
24. In the event that Your company is declared insolvent.

Other grounds:

25. In the event that Your income tax declaration is challenged by the Inland Revenue (Ministerio de Hacienda) for an amount exceeding 600 Euro.
26. In the event that You cancel the hotel booking due to winning similar accommodation in a public prize draw witnessed by a notary.



1. CANCELLATION OF STAY



What is covered by Your Policy

27. In the event that Your documentation or baggage is stolen immediately prior to Travel, rendering the commencement thereof impossible.
28. In the event that Your vehicle or that of Your spouse suffers a breakdown or Accident and Travel becomes impossible due to the fact that the repair cost exceeds 600 Euro.
29. In the event that You are awarded an official scholarship that coincides with the dates of
30. Your Stay.

In the event that You are unable to commence Your Stay due to any of the insured grounds, You are entitled to opt to:

- cancel Your Stay, or
- assign Your hotel booking or change the name to that of another person, or
- modify the dates of the Stay to another time.

In the event that You choose to assign the booking or modify the dates, We will pay the expense arising from the changes where these are less than the price of the Stay. In both cases, You waive the right to request payment for any other type of expense due to the cancellation of the Stay.

Maximum indemnity per claim

For each Claim, we will pay up to the financial limit indicated for the policy type purchased. This amount is that established for the same, individual Claim and for all insured persons included in the same group policy, regardless of number.



CANCELLATION OF STAY

Procedures in the event of Insured Loss

What You are required to do prior to and during your claim for the reimbursement of expenses

You are required to notify the cancellation of the hotel to the travel agency, tour operator or provider of the transport service and/or accommodation as soon as You become aware of this. In the event of failure to perform the aforementioned, this provision will cease to be applicable.

CANCELLATION COSTS



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

Access the web page and register.

Once You have performed this, You will be able to create Your claim for payment of authorised expenditure and track the progress thereof.



Apdo. Correos 36316 - 28020 MADRID

In the event that We request original documentation, You are required to send this to the above address.



Important Advice

It is essential that the costs relating to the cancellation of the hotel booking be justified in the documentation we request from you.

Documentation that You are required to provide Us:

- In order for Us to be able to pay the expense of continuing Your Stay You are required to send us:
 - Proof issued and stamped by a third party stating the reason why it is impossible to travel to the hotel or commence the Stay on the scheduled date. This justifying statement:
 - Must be produced by a qualified professional.
 - May not be produced by You, an immediate family member, Companion or employee of Yours.
 - You must include the grounds for the cancellation of the Stay and the date on which this reason arises (hospitalisation, death, accident, etc.).
- For example: medical report issued by the intervening doctor, death certificate, fire service report, report submitted to the police, insurance company report... We consider a "third party" to consist of any person other than You, an Immediate Family Member, Companion or employee of Yours.
- In the event that You cancel Travel on medical grounds, Our medical team will decide whether the cancellation is justified.
 - cancellation is justified. You must bear in mind that the medical report:
 - must not be handwritten
 - must have been issued by a doctor specialising in the illness that You have suffered.
- In the event that the medical report is handwritten and/or has been issued by a general practitioner, and Our medical team so requests, You are required to send us :
 - a copy of the prescription for the medication prescribed by the doctor
 - the proof of payment for this medication
- Copy of the invoice and/or proofs of payment of Your booking to the provider or providers .
- Copy of the invoice for cancellation costs and/or receipts for payments made by You corresponding to the expense of cancelling Your booking .
- Any other document that We require in order to process Your case.

We reserve the right to request originals where We consider this to be necessary. The expenses that We pay will be those invoiced by Your service provider pursuant to the proper application of the conditions of sale



**Important note**

You are not covered under this Policy in the event that You travel to a country, region or area for which the government of the country of Your Usual Place of Residence has issued a recommendation not to travel or solely to travel where essential.

Unless expressly included in the corresponding cover, the damages, situations, expenses and consequences arising from the following are excluded from the insured provisions:

1. **Events occurring prior to the entry into force of the Policy.**
2. Fraudulent Acts on the part of the Insured Person, Policyholder and/or beneficiaries of the Policy.
3. Pre-existing or chronic illnesses, injuries or conditions suffered by You prior to the purchase of the Policy and which manifest prior to the commencement of Travel or the Stay and which require medical assistance as a result thereof.
4. Mental illness, preventative medical check-ups, heat treatment, cosmetic surgery and those cases in which the purpose of Travel is medical treatment or surgical intervention, alternative and complementary medical treatments (homoeopathy, etc.), the expenditures derived from physiotherapy and/or rehabilitation as well as related items.
5. Suicide, attempted suicide or self-harm on Your part.
6. Epidemics; Pandemics; infectious diseases that appear suddenly and spread rapidly through the population. Quarantine periods derived from any of the aforementioned causes are likewise excluded.
7. Illnesses caused by atmospheric pollution and/or contamination.
8. Illnesses and accidents derived from the consumption of alcoholic beverages, narcotics, drugs or medication, other than that which has been prescribed by a doctor.
9. The diagnosis, follow-up and treatment of pregnancy, the voluntary interruption thereof and the birth process are also excluded, unless involving a situation where emergency care is required and always prior to the 26th week of gestation.
10. The medical transfer of the sick or injured when the condition is caused by disorders or injuries that may be treated "in situ".
11. Voluntary refusal, delay or anticipation on your part of the medical transfer proposed by Us and agreed with Our medical service.
12. The cost of spectacles and contact lenses, as well as the purchase, implantation and replacement thereof.

the extraction and/or repair of prostheses (prostheses being understood as any element that substitutes or reinstates the functionality of an organ or part of the body), anatomical parts, osteosynthetic material and orthopaedic material, the cost of which exceeds 100 Euro.

13. Endodontic work, cosmetic reconstructions of previous work, dentures, veneers and dental implants.
14. In the event of the cancellation of the Stay, any illness that is not serious in nature is excluded, other than those expressly covered.
15. The reimbursement of medical, surgical and pharmaceutical expenses is specifically excluded where the value of this is less than 50 Euro.
16. Mountain, cave, sea or desert rescue.
17. Acts of reckless disregard or gross negligence; the expenses arising from criminal acts and Your participation in wagers, challenges or disputes, other than in cases of legitimate self-defence and/or when Your life is at risk.
18. The consequences derived from driving vehicles over non-standard roads or roads that are inappropriate for traffic.
19. Your participation as a professional in any sporting activity.
20. Any consequences arising from the practice of winter sports.
21. The performance of any sporting activity and/or adventure activity, either professionally or in receipt of remuneration (including training). These activities are also excluded in the event that the Insured Person participates in official or federated competitions.

Participation as an amateur in the following or similar dangerous or high risk sports or recreational activities is likewise excluded:

- Driving of motor vehicles in races or rallies
- Unpiloted motor vessels
- Trail, Quad and ATV excursions
- Boxing, weightlifting, wrestling (all classes), martial arts
- Mountaineering of any nature, via ferrata, climbing, approaches over glaciers, caving, rafting, hydrospeed, gorge walking, abseiling, deep-water soloing, canoeing in rapids, busbob rafting, hydroBOB, ultratube
- Any sport performed above an altitude of 3,500 metres
- Watersports, subaquatic sports and diving; canyoning,

water skiing, spearfishing, cave diving, surfing, kite surfing / fly surfing, body board, jet ski, barefoot sailing

- Free riding, downhill mountain biking, free ride mountain biking, ultratrails, duathlon, triathlon, roller skiing on mountain roads, half pipe
- Slackline, highline, rap jumping, bungee jumping, cliff jumping, coastering, parkour
- Kitebuggy, parasailing
- Canicross
- Hunting
- Horse riding, polo, ice hockey
- Aerial sports in general (such as skydiving, paragliding, hang-gliding, paragliding, ballooning, aerostation, free flight, gliding, gliding or similar)
- Bullfighting and any participation in shows involving bulls;

Any sports or recreational activities that are clearly dangerous or high risk are, in general terms, excluded.

22. Petty Theft or the misplacement, money, jewellery, documents and the Theft of baggage or personal items kept in vehicles or tents.
23. We shall not indemnify separately the parts comprising an item or the accessories thereof.
24. The damages occasioned by the loss or Theft of the aforementioned valuables or their inappropriate use by a third party are not indemnified.
25. The reimbursement of the expense of the issue of a passport is excluded in the event of a failure to submit a justifying statement issued by the consulate of the country where the loss occurred.
26. Overbooking, other than where stipulated in the cover for "Travel delay due to overbooking in air transport".
27. Indemnity for delays occurring to non-scheduled flights is excluded.
28. Any event that is a consequence of Your not having checked in at the departure point where this is required.
29. Any grounds that lead to the necessary cancellation of the hotel booking that are not specifically stated as covered grounds in the corresponding article are expressly excluded.
30. Cancellation of the Stay due to lack of a vaccine, inability to receive vaccination or

can follow the medical treatment necessary to travel to certain countries.

31. The lack of or failure to present necessary travel documents, such as passport, visa (other than an unexpected failure of the grant of visas without justification), tickets or expired ID cards.
32. Any meteorological event that entails not undertaking the activities for which Travel is envisaged, excepting cover related to the official declaration of a disaster area.
33. Any cause which cannot be proved by all the documents justifying the grounds for the cancellation of the hotel booking.
34. Cancellation due to any Illness that is not serious in nature, other than those expressly covered.
35. Wars, demonstrations, insurrections, acts of Terrorism, Sabotage and Strikes, whether officially declared or otherwise.
36. The transmutation of the atomic nucleus, as well as radiation caused by the artificial acceleration of atomic particles.
37. Telluric movements, flooding, volcanic eruptions and, in general, those elements that are caused by the release of the forces of nature. Whatever other phenomena of a catastrophic or extraordinary nature which, as a result of size and seriousness, are classified as catastrophic or disastrous.
38. Your wish not travel or in the event that You are not enjoying Your Stay.
39. Any person that does not feature as an Insured Person in the Policy.
40. Breach of the laws or regulations in force at the time of the insured loss.
41. Claims arising as a consequence of the performance of a professional activity, other than those of a commercial or artistic nature that do not require physical or intellectual effort are, in general terms, excluded.

Important Clarification

The purpose of this Policy is solely to cover the insured persons. Verify that all of the persons travelling have insurance that covers Their needs.

PAYMENT OF THE POLICY

Payment of the premium

The Policyholder is obliged to pay the premium at the moment at which the policy is formalised. Payment of the premium is also valid in the event that it is made through an insurance broker or agent on behalf of the Policyholder.

In any event, where the premium has not been paid prior to the occurrence of the Insured Loss, We remain free of any liability on Our part.

NON-PAYMENT OF THE POLICY

Non-payment of the premium

In the event of the non-payment of the premium, the cover will not enter into force and We are entitled to:

- demand payment;
- cancel the Policy with immediate effect.
- refuse the payment of any Claim of Yours that is pending;
- Send the details of the Policy to Our collection agencies in order that they recover the money on Our behalf and register the pending debt.

CANCELLATION RIGHTS

Our right to cancel the [Policy](#)

We reserve the right to cancel the Policy or Your adherence thereto under any of the following circumstances:

1. In the event that You make a fraudulent claim for assistance, indemnity or reimbursement.
2. In the event that You are or have been implicated in illegal or criminal activities.
3. In the event that Your behaviour towards Our employees or service providers, or the language used with them, is considered threatening or offensive.
4. In the event that the Policyholder does not pay the premium.
5. In the event that You intentionally act fraudulently.

The premium will not be reimbursed under any of the foregoing circumstances.

Right to cancel the Policy

The Policyholder is entitled to request the cancellation of the policy prior to the entry into force thereof. Once the policy has entered into force, the cancellation thereof is solely permitted in the event that:

- The insured term exceeds 30 days and
- Cancellation takes place during the first 14 days as of the date of commencement of the policy.

In the event that You request the cancellation of the Policy as indicated, upon the acceptance of Your request the Policy will be cancelled on the date on which the said request was made.

In this case, the Policyholder is entitled to the reimbursement by Us of the premium or unused proportional part thereof.

We wish to offer You the best possible service. Nevertheless, in the event that You are not satisfied, We provide a Complaints Service, the Regulations of which may be consulted on the website www.europ-assistance.es This complies with regulations concerning transparency and customer protection.

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

COMPLAINTS SERVICE

@ reclamaciones@europ-assistance.es

✉ EUROPE ASSISTANCE
Complaints Service
Paseo de la Castellana, 130 - 28046 MADRID



And if you remain unsatisfied?

In the event that You are unsatisfied with Our final response, You may direct this to the Complaints Service of the General Directorate of Insurance and Pension Funds (Dirección General de Seguros y Fondos de Pensiones).

The contact details are:

DIRECCIÓN GENERAL DE SEGUROS Y FONDO DE PENSIONES

 <http://www.dgsfp.mineco.es/es/Consumidor/Reclamaciones/Paginas/InformacionProcedimiento.aspx>

 DIRECCIÓN GENERAL DE SEGUROS Y FONDO DE PENSIONES
Paseo de la Castellana, 44
28046 MADRID



What do You need to provide when contacting Us?

- Your name, full address, telephone number and e-mail address (where applicable)
- The Policy or case number
- The grounds for Your complaint
- Copy of any pertinent documentation

How will We attend to Your complaint?

We undertake to

- Acknowledge receipt of Your complaint at the earliest opportunity;
- Carry out the necessary investigations;
- Resolve Your complaint within the legally stipulated time frame;
- Use the information contained in Your complaint in order to improve Our services.

Legislation and governing law

For the purposes of this Policy, You as the Insured Person and We as Insurer are governed by Spanish legislation and jurisdiction.

A judge having jurisdiction at Your Usual Place of Residence (that of the Insured Person) will acknowledge the entitlements pursuant to the Policy.

Governance

We, Europ Assistance, S.A., Sucursal en España, with registered address at Paseo de la Castellana, 130, 28046 Madrid, assume the contractually agreed risk; Europ Assistance is authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) with registered office at 4, Place de Budapest, CS , 75436 Paris Cedex 09, France and by the General Directorate of Insurance and Pension Funds (Dirección General de Seguros y Fondos de Pensiones) of the Spanish Economy Ministry with regard to market practices.

WHO IS THE DATA CONTROLLER?

Europ Assistance, S.A., Sucursal en España (hereinafter, the "Insurer")

Tax ID: W-2504100-E

Registered Office: Paseo de la Castellana, 130 - 28046 Madrid.

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 Insurer.
- 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 Insurer's Group, in order to manage the contractual relationship held with you.
- The bank of the Insurer 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.

PROCESSING OF PERSONAL DATA

- 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 General Directorate of 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-asistencia.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 WE STORE YOUR DATA?

The personal data that is provided will be stored as long as is necessary to comply with the purposes for which it was collected and in order to determine possible liabilities that may be derived from the said purposes.

Within this context, the criteria used by Europ Assistance S.A, Sucursal en España in order to set the data storage time frames are determined in accordance with the requirements set out in applicable legislation and regulations.

In particular and where applicable, legislation regarding the Prevention of Money Laundering and Funding of Terrorism establishes a duty to store the data for a period of ten

years, whereas trade regulations set out a period of six years as of the termination of the contract entered into between the parties.

EXERCISE OF RIGHTS

Users are entitled, at any time and free of charge, to write to the address indicated in the heading of this Privacy Policy, or to the following email address, delegadoprotdatos@europ-assistance.es, attaching a photocopy of the identity document thereof, in order to:

- Access their personal data and obtain confirmation regarding whether Europ Assistance S.A, Sucursal en España is processing the personal data of the user.
- To rectify imprecise or incomplete data.
- Request the deletion of their data where it is no longer necessary for the purposes for which it was collected, or object to the processing of the data.
- Ensure that Europ Assistance S.A, Sucursal en España limits the processing of the personal data to the purposes set out in regulations.
- To request the transferability of Your data.
- Revoke, where applicable, the consent given.
- Procure human intervention, express a point of view and challenge individual automated decisions, including the creation of profiles, that lead to legal effects or significantly impact the data subject.

In the event that it is considered that the rights of the data subject under data protection regulations have not been respected, the data subject is likewise entitled to submit a complaint to the Spanish Data Protection Agency, the address of which is Calle Jorge Juan 6, 28001, Madrid.

In order to exercise this right, the interested party is entitled to contact the Data Protection Officer (DPO):

PERSONAL DATA PROTECTION

 delegadoprotdatos@europ-assistance.es

 **EUROP ASSISTANCE**
FAO: Data Protection Officer Paseo de la Castellana, 130 - 28046 MADRID



CANCELLATION OF STAY

RISKS COVERED

- 1. Cancellation of the Stay
 - Maximum indemnity per claim

AMOUNTS COVERED PER BOOKING



Up to the total limit of the booking
€60,000

CANCELLATION

We consider COVID-19 as being equivalent to any other illness. Consequently, our Cancellation cover includes COVID-19 cover as per any other illness.

However, the consequences of a restriction of movement (lockdowns, border closures, states of emergency, generalized quarantine, etc...) as a result of COVID pandemic will be excluded.

The maximum amount of Cancellation costs We pay in each case is that indicated in the policy type purchased.

 What is covered by Your Policy	 What is not covered by Your Policy
<ul style="list-style-type: none"> • In the event that You or an Immediate Family Member of yours dies as a consequence of COVID-19 between the purchase of the insurance and the date on which the Stay commences. • In the event that You become ill with COVID-19 during a period of two weeks prior to beginning the Stay and do not require hospitalisation. • In the event that You become ill with COVID-19 and are hospitalised within a period of four weeks prior to commencing the Stay. • In the event that You or Your Companion are in medical Quarantine as a consequence of suffering COVID-19 on the date on which the Stay commences. The aforementioned Quarantine must be prescribed by a doctor. • In the event that an Immediate Family Member of Yours is hospitalised due to COVID-19 and this circumstance impedes use of the hotel. • In the event that You are denied boarding as a result of displaying fever or other symptoms. You must submit a positive test for COVID-19 performed on the same day or the following three days. • In the event that the authorities of Your country require Your presence or services as part of the response to the situation brought about by COVID-19. 	<ul style="list-style-type: none"> • In the event that You cancel the booking due to the imposition by the authorities at the point of origin of a lockdown or restrictions on mobility. • In the event that You become ill with COVID-19 and cancel the Stay excessively in advance, without waiting to know whether You will be fit to travel on the anticipated date. • In the event that You cancel the Stay due to fear of travelling arising from the pandemic. • In the event that You cancel the Stay because the destination country denies entry to travellers arriving from other countries. • In the event that the authorities where the Tourist Accommodation is located order a lockdown or restrict mobility and this situation was known prior to the commencement of Your Stay. • In the event that You are denied boarding due to fever or other symptoms and: <ul style="list-style-type: none"> • you do not submit a positive test for COVID-19 carried out on the same day or following three days or • the test that You submit is negative • In the event that the airline cancels flights prior to the commencement of or during Travel. • In the event that the authorities close their airspace prior to the commencement of or during Travel.



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