

Multi-assistance Trip Cancellation Insurance Terms and Conditions

ERGO-GASTOSDEANULACION_V012020_0120_ES_ENG

This Insurance Contract shall be subject to the clauses of the Policy Schedule, and the General, Particular and Special Terms and Conditions of the contract, as applicable, in accordance with the provisions of Act 50/1980, of 8 October, on Insurance Contracts, the Act on the Regulation, Supervision and Solvency of Insurers and Reinsurers (Act 20/2015, of 14 July) and its Implementing Regulations, and any other applicable law that is in force during the Policy period.

DEFINITIONS:

In this contract, the following terms have the following definitions:

INSURERS: ERGO SEGUROS DE VIAJE, Sucursal en España, with address at Av. Isla Graciosa, 1 28703 San Sebastián de los Reyes, (Madrid), which assumes the contractually agreed risk; this entity is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Str. 108, 53117 Bonn (Germany) and the General Directorate of Insurance and Pension Funds of the Ministry of Economy of Spain, in respect of accepted market practices.

POLICYHOLDER: The physical person or legal entity that, in addition to the INSURERS, signs this policy and is subject to the obligations derived from the contract, excepting those that, due to their nature, must be fulfilled by the INSURED.

INSURED: Each of the physical persons for whom the insurance is provided and who are listed in the Policy Schedule under this heading.

FAMILY MEMBERS: The INSURED'S family members are the insured's spouse or de facto partner or person with whom the Insured live in that capacity on a permanent basis, as well as any family members to the first or second degree of consanguinity (parents, children, brothers/sisters, grandparents and grandchildren) as well as uncles and aunts, step-parents, step-children, step-brothers and step-sisters, brothers and sisters not related by blood, parents in law, brothers and sisters in law, sons and daughters in law.

INSURED'S ADDRESS: The Insured's address in Spain, except in the event of policies contracted for incoming journeys.

TRIP: The word "trip" refers to any travel or journey undertaken by the INSURED, away from the INSURED'S habitual place of residence, as of the moment at which the INSURED leaves and lasting until the INSURED returns, after the journey.

PREEXISTING DISEASE: A disease that, prior to the contracting of the insurance and/or the date of commencement of the trip, was diagnosed, under treatment, under study even though no definitive diagnosis has been reached, or because of its characteristics or symptoms, could not have gone unnoticed.

TRIP ANNULMENT: For the purposes of this policy, "trip annulment" refers to the INSURED'S decision to cancel the services requested or contracted, before the agreed date of travel.

TRIP CANCELLATION: For the purposes of this policy, "trip cancellation" refers to the decision of the organiser of the trip or any of the organiser's providers, to not provide the contracted services, prior to the agreed outbound date, for any reason not attributable to the INSURED

EPIDEMIC: Illness that spreads at the same time and within a same country or region to a large number of people.

PANDEMIC: Epidemic illness that reaches level 5 of the pandemic severity index of the World Health Organization, because the illness has spread to at least two countries within a World Health Organization region.

PREMIUM: The price of the insurance. It will include the legally applicable taxes.

SUM INSURED: The amount stipulated in the General Conditions and Particular Conditions, which constitutes the maximum indemnity limit or limit on the payment made by the INSURERS for all the claims during the period of the policy.

PROSTHESIS A prosthesis is understood as any material replacing an organ or a part thereof in order to achieve the proper functioning of the part or organ replaced on a permanent basis. For the purposes of this policy, prostheses will likewise specifically be deemed to include stents, vascular grafts and pacemakers.

GENERAL INSURANCE REGULATIONS

1. GEOGRAPHIC SCOPE

The covers of this insurance take effect worldwide

2. EFFECT AND DURATION OF THE CONTRACT

Unless the contrary is stipulated, the contract will come into force, provided that the INSURED or the CONTRACTING POLICYHOLDER have paid the invoice for the corresponding premium, at 00:00 hours on the date stated in the Particular Conditions and will expire at 24:00 hours on the date on which the stipulated timeframe elapses.

In the case of Annual Modality Policy, if neither of the parties notifies the other of their intention to rescind the contract two months before the expiry of the same, the contract will be considered to have been tacitly renewed for another one-year period, with the same occurring for successive years.

3. EFFECT AND DURATION OF THE COVERS

Trip Cancellation caused by the Insured or by the trip organiser/provider. This cover must be contracted between the original trip reservation and the confirmation of the reservation. It may also be contracted during the 7 days following the booking confirmation, **in which case an exclusion period of 72 hours, counting from the date on which the insurance is contracted, will apply. If the insured trip is a cruise the cover for trip cancellation will applied just in case in section programme insured (programación asegurada) of the particular conditions, is expressly stated or options for cruise are established.**

In those cases where the duration of the insurance is extended after it is arranged and the INSURED has received assistance following the occurrence of a claim incident notified during the initial period of the contract, the extension of the dates of cover shall not affect such claim incidents, all obligations of the INSURER in this regard lapsing on the end date of the contract. Cover shall likewise not extend to those claim incidents occurring prior to the extension of the validity of the insurance and of which the INSURER was not informed within the initial period of the contract.

4. INTERNATIONAL SANCTIONS AND EMBARGOS

In accordance with the legal obligations resulting from Spanish foreign policy as regards international sanctions, the covers provided by this insurance and the payment of compensation or benefits set out herein may not be demanded of the Insurer if they would breach any type of international sanction or embargo of an economic, trade or financial nature, adopted by the United Nations, the European Union or the United States, and that would be binding on Spain. The Insurer reserves the right to reject payment of the compensation or benefit requested by the insurance policyholder or by the insured if it ascertains that they are subject to an international sanction that prohibits insurance cover from being provided, under the terms set out in the corresponding sanction ruling.

The above shall likewise apply in the event of international trade, economic or financial sanctions adopted against the public authorities or bodies of countries or states, such as, for example, North Korea, Syria, or those subject to sanctions as a result of the Crimean conflict, and any other countries subject to sanctions of this type and included on the lists of the United Nations, the European Union and the United States, within the context of the international relations and treaties in force.

5. CLAIMS AGAINST THIRD PARTIES

Except in the case of the cover for accidents, the INSURERS will subrogate the rights and claims that would correspond to the INSURED against third parties, which have resulted in the INSURERS' involvement and up to the total cost of the services rendered or losses indemnified.

6. CONFLICT RESOLUTION

Any conflicts that may arise with regard to the interpretation or application of this Contract will be submitted to the Courts and Tribunals corresponding to the INSURED'S residence in Spain. If the INSURED have no residence in Spain, the applicable jurisdiction will be that of the Courts and Tribunals of Madrid.

7. CLAIMS AND PROVISIONS FOR ASSISTANCE

Claims regarding Assistance coverages will be done by phone with charge to the Insurer, subject to the presentation of the corresponding invoices. Claims regarding the rest of the covers will be made in writing using any of the physical or telematic channels of the Company.

11.1. INSURED'S Obligations

- a) As soon as a loss occurs, the POLICYHOLDER, the INSURED or the BENEFICIARIES must use all the means at their disposal in order to mitigate the consequences.
- b) The INSURED or their Legal Representatives must notify the agency from which they purchased the trip that is covered by the insurance as soon as any of the causes that could result in the reimbursement of the Cancellation Costs occur, in accordance with the stipulations of the Cancellation Costs cover.
- c) The POLICYHOLDER, the INSURED or their Legal Representatives must notify the INSURERS of the occurrence of the loss, within a maximum period of SEVEN days, as of the date on which they learn of the loss; the INSURERS may claim for damage or loss caused by the failure to make this notification, unless it is proven that the INSURERS learnt of the occurrence of the loss through any other means.
- d) The INSURED must provide all relevant evidence that the INSURER may reasonably demand concerning the circumstances and consequences of the claim, so that the covers guaranteed under the policy terms and conditions can be effectively provided. In case of been incurred in expenses guaranteed under this policy, original invoices must be provided
- e) The INSURED, and the Insured's beneficiaries, in respect of the covers of this policy, will waive the right to professional secrecy to the officially-appointed doctors that have attended to them, as a consequence of the occurrence of a loss, so that they may provide medical information to the INSURERS, as well as information regarding the health record and history related to the case, so that the claim can be evaluated correctly. The INSURERS will not be able to use the information obtained for any other purpose other than that mentioned above.

11.2. Damage appraisal

In the case of the cover for Trip Cancellation Costs, the indemnity will be based on the value of the cancellation as at the date of the loss.

11.3. Indemnity payment

- a) The indemnity will be paid within twenty days as of the date on which the friendly agreement between the parties has been reached.
- b) If the INSURERS have not made a payment within this period, the INSURED may not claim the interests for the preceding period.
- c) For the payment or reimbursement of the trip cancellation costs, the following documents must be provided
 - Insurance particular conditions.
 - Medical certificate stating the exact nature of the illness or injuries and the date that it/they started, as well as the impossibility of undertaking the trip.
 - Medical death certificate, in the event.
 - Invoice paid for the annulment costs.
 - Invoice substantiating the cost of the holiday.
 - Document of registration or booking, or photocopy of the ticket.
 - National ID Document or equivalent/similar.
 - And, in general, any document that proves the nature, circumstances and extent of the loss.

11.4. Rejection of claim

If, in an act of bad faith, the INSURED make misleading or false statements, exaggerates the extent of the loss, intend to destroy or dispose of objects existing before the loss, hide or usurp all or part of the INSURED elements, using false or misleading substantiating documents or any other fraudulent element, the INSURED will lose all rights to indemnity for the loss.

COVERS

1. CANCELLATION

1.1 Trip cancellation.

The INSURERS will guarantee, up to the limit established in the Particular Conditions and subject to the exclusions contained in these General Conditions, the reimbursement of the trip cancellation costs that the INSURED are forced to pay due to the application of the general sales conditions of the Travel Agency or provider, provided that the trip is cancelled before it is due to begin and due to any of the following causes occurring after the insurance was contracted and force the INSURED to cancel or postponed the trip in the schedule dates.

For the purposes of this policy, the costs of management and of annulment, where applicable and the sanction applicable under the law or in accordance with the applicable travel terms and conditions, are covered under this guarantee.

1. Due to medical causes:

1.1. Death, severe personal injury or serious illness:

- Of the INSURED, or any of the persons stated under the "FAMILY MEMBERS" heading above. If the descendent at first remove is less than 24 months of age, this guarantee will apply whether the illness in question is serious or not.
- This cover will also apply when the hospitalised or deceased person holds any of the family relationships stated above with the legal or de facto partner of the INSURED.
- Of the person in charge during the trip of looking after minor children or disabled relatives of the INSURED of which he/she is legally responsible.
- Of the INSURED'S direct superior at their place of work, provided that this circumstance has impeded the trip due to the demands of the Company employing the INSURED.

With respect to the INSURED, the phrase "serious illness" refers to effects on health that require hospitalisation or bed-rest within 7 days prior to the date of the trip, and that, medically, make it impossible for the trip to begin on the established date.

The phrase "serious accident" refers to a personal injury, not intended by the victim, caused by the sudden effect of an external cause and that, in the opinion of a medical expert, makes it impossible for the INSURED to travel on the established date

When the illness or accident affects any of the abovementioned persons other than the INSURED it will be understood as serious when it requires hospitalisation of such persons or involves the risk of imminent death.

1.2. Medical quarantine as a result of an accidental event.

1.3. Appointment for surgical intervention on the INSURED as well as the medical tests required prior to such intervention, provided that he/she was already on waiting list at the time of hiring both, the travel and the insurance.

1.4. Appointment for medical tests on the INSURED or a family member at first remove, performed by the Public Health Service urgently, provided that this is justified by the severity of the case.

1.5. Appointment for organ transplant, provided that he/she was already on waiting list at the time of hiring both, the travel and the insurance.

1.6. The need of the INSURED, their spouse, de facto partner or the person living permanently with the INSURED in this capacity, to rest in bed, under medical orders, as a consequence of a risky pregnancy, provided that this risk situation began after the policy was contracted.

1.7. Severe complications in the pregnancy that, under medical orders, require the INSURED, their spouse, de facto partner or the person living permanently with the INSURED in this capacity, to rest in bed, provided that these complications arose after the policy was contracted and that they put the continuity or required development of the pregnancy at severe risk.

1.8. Premature birth affecting the INSURED.

2. Due to legal causes:

2.1. The INSURED being called upon to act as a party, witness or jury member in any Civil, Criminal or Labour Court Those cases in which the Insured is summonsed as defendant in proceedings instigated prior to the arrangement of the travel and the insurance shall be excluded. For all other appearances, the summons must be issued after the travel and the insurance are arranged.

2.2. The INSURED being called upon to serve on an electoral board, for national, regional or municipal elections.

2.3. The INSURED being called upon to present and sign official documents.

2.4. Delivery of an adopted child, which coincides with the travel dates.

2.5. The INSURED receiving a summons for divorce proceedings.

2.6. Unexpected refusal of visa applications.

2.7. Arrest by the police for non-criminal reasons.

2.8. Imposition of a traffic fine exceeding the sum of € 600.00, provided the infraction is committed and the existence of the fine is learnt of after the trip was reserved.

2.9. Withdrawal of driving license provided the insured's vehicle was to be used during the journey and none of the INSURED'S travel companions is able to take over driving the vehicle.

3. Due to employment causes:

3.1. Non-disciplinary dismissal of the INSURED from their place of work.

Notwithstanding the foregoing and provided that the trip was not cancelled by the INSURED, the natural persons holders of a loan to finance a trip and working as a salaried employee, at the moment of contract the trip and the insurance policy, will be covered by this policy.

Will be entitled to unemployment coverage when:

1) The termination of his employment contract would have occurred after the contracting of the policy and before the start of the trip due to any of the following circumstances:

a) Due to employment regulation or collective dismissal

b) Death or incapacity of his individual employer and being the cause that determines the termination of the employment contract.

c) Unfair dismissal.

d) Dismissal or termination of the contract based on objective causes

2) At the moment of communication of the termination of the employment contract, the payments of part of the financing quotas were still pending.

3) The INSURED decides to continue with the trip,

The INSURER will afford the payment of the regular instalments pending amortization, up to a maximum of 6 instalments in order to avoid the cancellation of the trip by the INSURER.

The maximum amount to be paid by the INSURER will be 50% of the cost of the cancellation expenses that would have been incurred if the trip had been cancelled at the time of the termination of the contract of employment.

This coverage cannot be accumulated or added to the coverage of Trip Cancellation. In case of cancellation of the trip for any of the other causes established in the conditions of the policy and if it would have already been compensated for this coverage, the amount already paid out of this coverage, will be deduct from the total amount of cancellation expenses incurred.

- 3.2. Presentation of a Collective Redundancy Plan that directly affects the INSURED as an employee, resulting in a partial or total reduction of their working hours, provided this occurs after the date on which the insurance was contracted.
- 3.3. Recruitment of the INSURED to a new job position, in a company other than the one at which they worked, provided that it is with an official employment contract and the recruitment occurs after the insurance was contracted. This cover will also be valid if the INSURED are recruited after being unemployed.
- 3.4. Geographical transfer of place of work, provided that implies a change of domicile of the INSURED during the schedule dates of the trip, and the INSURED is an employee.
- 3.5. The requirement to undergo official examinations for public positions of employment, either as an opponent or as a member of the opposition court, called and announce through a public body after the insurance contract was signed and being at the same time of the dates of the trip.
- 3.6. Loss of job by the INSURED'S parents, provided the parents had already paid for the trip.
- 3.7. Renewal of employment contract.

If the claim incident is covered by any of the employment causes referred to, in addition to the INSURED, cover under this guarantee shall likewise extend to the spouse or de facto partner, or the person permanently living in this capacity with the INSURED and children under legal age thereof if they are likewise insured for the same travel, provided that they live at the same home address as the INSURED.

4. Due to extraordinary causes:

- 4.1. Act of aerial piracy that makes it impossible for the INSURED to begin their trip on the established dates.
- 4.2. Declaration of a catastrophe zone or epidemic in the INSURED'S place of residence or at the trip destination.
- 4.3. Legal declaration of bankruptcy or creditors' meeting of the company.
- 4.4. Severe injuries sustained as a result of a fire, explosion, theft or act of nature, at the INSURED'S main or second residence or in their professional office, if the INSURED are self-employed or run a company and must therefore attend to the situation.
- 4.5. Being called upon to serve with the Armed Forces, Police or Fire Brigade urgently and obligatorily, provided this occurs after the insurance was contracted and no knowledge of this possibility existed at the time of reserving the trip.

5. Other causes:

- 5.1. Demand served by the Tax Agency to file a supplementary income tax return the final effective result of which requires the INSURED to make payment of an additional amount greater than € 600..
- 5.2. Annulment of the trip by the person who was to accompany the INSURED during the trip, who was recorded as such at the same time as the INSURED and insured under this same contract provided the annulment is due to any of the causes described above and, as a result, the INSURED are forced to travel alone.
- 5.3. Breakdown or accident involving the vehicle belonging to the INSURED, which makes it impossible for the INSURED to begin the trip. Despite the above, and provided that the trip wouldn't be cancelled by the INSURED, the INSURER will guarantee the reimbursement of reasonable and justified costs of the rental of a vehicle to continue its trip as initially planned. The maximum amount payable by the INSURER would be the lesser of the following:
 - a) 50% of the cost of the cancellation fees that would have generated if the trip was cancelled at the time of the accident or breakdown, or
 - b) 50% of the sum insured for the guarantee of Trip Cancellation Costs.**This coverage may not be accumulated or complementary to the guarantee of Trip Cancellation Costs.**

In case of cancellation of the trip because of any other insured cause reflected in these Terms and Conditions and it happens that the INSURED was already compensated for this coverage, then that amount that was paid with charge to this coverage would be deducted of the total amount of the trip cancellation costs.
- 5.4. Theft of the documentation or luggage, which makes it impossible for the INSURED to begin the trip.
- 5.5. Cancellation of a wedding, provided that the insured trip was the honeymoon trip.
- 5.6. Receiving a trip and/or accommodation similar to that which was contracted, free as a prize from a public draw/lottery, held before a Notary Public.
- 5.7. Receiving an official public grant that impedes continuing with the trip.
- 5.8. Change of school during a school year that has already started, of the INSURED or children living with him.

In the event that the INSURED transfer the trip to another person, for any cause foreseen in the section on the TRIP CANCELLATION COSTS, any additional costs incurred in the transfer will be covered.

Likewise, the insurance covers the additional costs charged to the INSURED for changes in the date to postpone the trip, provided these costs do not exceed those that would be incurred in the case of cancellation.

EXCLUSIONS

Cover does not extend to cancellations of trips resulting from:

- a) Beauty treatments, periodic medical checks, treatments, medical instructions to avoid flying, vaccinations, the impossibility of following a recommended preventive medical treatment in specific destinations or voluntary interruption of pregnancy.
- b) Psychic and mental illnesses and depressions not requiring hospitalisation, or that require hospitalisation for less than seven days.
- c) Illnesses that are being treated or require medical care within the 30 days preceding both the date for which the trip is booked and the date for inclusion in the insurance, except in the cases stipulated in points 1.3 and 1.5 of this Cover for Trip Cancellations

- d) In general, all cancellations due to causes that had occurred at the time of contracting the policy, of which the POLICYHOLDER and/or INSURED were aware.
- e) Participation in bets, duels, crimes or fights, unless exercised in legitimate defence.
- f) Terrorism.
- g) Failure to present the documents that are essential for any journey, such as passports, visas, tickets, driving licenses or vaccination certificates, due to any cause.
- h) Complications in a pregnancy, except in the cases stipulated in points 1.6, 1.7 and 1.8 of this Cover for Trip Cancellations.
- i) The losses that are caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- j) Pandemics.

ADDITIONAL PROVISIONS

In fulfilment of the provisions of article 96 of Act 20/2015, of 14 July on the organisation, supervision and solvency of insurers and reinsurers, as well as the implementing regulations, you are hereby informed:

-That this Entity shall publish a report on its financial situation and solvency every year, as per the contents, forms and timeframes required for such publications and determined in the implementing regulations of the Law on the organisation, supervision and solvency of insurers and reinsurers.

-That Spanish legislation shall not apply in case of liquidation of the insuring entity.

PERSONAL DATA PROTECTION

We have drafted this summary in order to help you to manage and use this document. Please read the full version, the updated version of which is available at all times on our web page, section "data protection policy" <https://www.ergo-segurosdeviaje.es/clausula-de-proteccion-de-datos/>

WHO PROCESSES YOUR PERSONAL DATA?

The data processor of your personal data is "ERGO SEGUROS DE VIAJE SUCURSAL EN ESPAÑA (hereinafter, "ERGO Seguros de Viaje").

We have designated a person that shall be responsible for safeguarding your privacy at our company (the Data Protection Manager or "DPM") before whom you may file any claim or request clarifications if you have any doubts or questions. You may contact the DPM at Av. Isla Graciosa, 1, 28703 San Sebastián de los Reyes, Madrid, Spain or by way of email: dpd@ergo-segurosdeviaje.es

FOR WHAT PURPOSES IS YOUR PERSONAL DATA PROCESSED?

To comply with our obligations, and your personal data is processed, necessarily, in order to (i) comply with the applicable regulations, as well as (ii) the contracted insurance policies, by way of the adoption of automated decisions or by way of the creation of minimum profiles or studies in relation to each trip in order to establish the price of the insurance policy, or (iii) to respond to your requests for the contracting of said policies. (iv) Furthermore, your personal data is also processed in order to render your personal data anonymous in order to comply with the solvency obligations imposed under applicable regulations.

To notify you of our offers, to enhance the quality of our services and to provide you with a personalised service, provided that you are a customer and that you have provided us with your personal data. Furthermore, in said cases, subject always to your right of objection, to (i) forward to you commercial communications through any channel whatsoever in relation to the products marketed by our company (insurance products), within your reasonable expectations of privacy based upon your history of contracting insurance policies through us, (ii) create specific profiles with internal information in order to provide you with enhanced services (+Info in the section "profiles"), (iii) update your personal data and enhance said information with public data for commercial purposes and for the provision of enhanced customer services, (iv) or to create behavioural models through "pseudonymised" and anonymous data, that also enables us to adjust our services to your needs and interests at all times.

WHY IS YOUR PERSONAL DATA PROCESSED?

The mandatory data processing of your personal data is carried out in order to comply with applicable legal provisions and with the terms of your contracts or requests. Furthermore, the additional data processing of your personal data is carried out, if you are a customer or if you have accepted our data protection policy, based upon your consent, that you are able to revoke at any time whatsoever without any detriment whatsoever, or upon legitimate interests, considered in relation to your right to privacy. The forgoing consideration has been carried out in accordance with applicable law and with the criteria established by the data protection authorities, based upon the belief that, by means thereof, we are able to enhance the quality of our products and services to offer you more personalised services and to notify you of our offers.

WHO HAS ACCESS TO MY PERSONAL DATA?

Only ERGO Seguros de Viaje has access to your personal data, unless you have provided us with your consent for the assignment thereof, or when said assignment of your personal data is imposed by legal requirements. Furthermore, the suppliers or providers of any service shall also receive your personal data, however the foregoing shall always be subject to contracts and guarantees, in accordance with the models approved by the data protection authorities. Our suppliers and providers of services include certain related-party companies, such as the travel assistance services of "DKV SERVICIOS, S.A.", and of "EURO-CENTER HOLDING, S.E." and "EURO-CENTER MADRID, S.A.", a leading multinational within its sector, through which we provide travel assistance services throughout the world. In this case, and through EURO-CENTER, data exchanges may take place to foreign countries outside of the European Union, however the foregoing shall only be carried out at your request if you notify of the need for travel assistance, and only when strictly necessary, and only when you need to receive the medical assistance or other material services that you have contracted, so that we are able to comply with the terms of the insurance policy and fulfil said obligations. Moreover, occasionally, by means of the foregoing we shall protect your vital interests or that of the rest of the insured persons.

In the case of legitimate interest, for fraud prevention, or for internal administrative activities, or when you have consented thereto, your personal data may be assigned and provided to other branch offices of ERGO Seguros de Viaje, or companies of the ERGO Group to which we belong.

On our web page you will find a list of the categories of suppliers and the companies that form part of our group.

HOW LONG WILL WE STORE YOUR PERSONAL DATA?

Unless you have provided your consent, we shall only store your personal data for the time during which you are a customer or during the period in which we have a commercial relationship with you. As from said moment in time, the data that shall be stored, exclusively as restricted information (that is to say, available to the corresponding authorities and in the legal interests of the company) shall be the minimum necessary data in relation to the operations and transactions carried out in order to act in relation to any claim, until the time-barring thereof. Normally the applicable periods are that of 10 years for the Prevention of Money Laundering Act, if applicable, and that of 5 years in order to manage the claims pursuant to travel insurance policies that include personal injuries to natural persons. After the foregoing periods have elapsed, the data shall be completely deleted and cancelled.

If you are not a customer and you have forwarded us an application for the contracting of an insurance policy, we shall store your personal data during the period in which the offer that has been provided to you remains valid, or, if no period of validity has been established, then for the legally applicable term.

WHAT ARE MY RIGHTS?

You have the right to access, rectify and delete your personal data, to object to the use thereof, to revoke your consents, as well as other rights provided for under applicable regulations, such as the right to the transfer of your personal data, the limitation of the data processing thereof, or to file a claim or complaint before the Data Protection Agency, or before our Data Protection Manager. Moreover, if automated decisions are adopted that affect you, you are always able to request the intervention of a natural person to review said decisions, and you may always object to any data processing, or revoke the consent thereto, without any detriment or prejudice to you whatsoever.

You may exercise your rights by forwarding us a letter together with a copy of your D.N.I. (National Identification Document), or equivalent official identification document, with the subject "PROTECCIÓN DE DATOS" to the following address: Avda. Isla Graciosa 1. 28703 San Sebastián de los Reyes, Madrid, Spain, or by way of email: dpd@ergo-segurosdeviaje.es

For more information, please read the document "Complementary information" that you can find in the section "Data Protection" of our web page www.ergo-segurosdeviaje.es

CUSTOMER SERVICES

In accordance with the provisions of Order ECO/734/2004, this Insurance Firm has a **Customer Service Department**, which will respond to and solve, within a maximum period of two months from the date of presentation, any complaints or claims made by the policyholder, the insureds or their beneficiaries, or any affected third parties, that may derive from the application of this insurance contract.

Complaints and claims should be made in writing to the Firm's **Customer Services Department**, at the address: Av. Isla Graciosa, 1 28703 San Sebastián de los Reyes, (Madrid); or by email to the address: sac@ergo-segurosdeviaje.es

For these purposes, **Complaint** refers to any complaint concerning how the services are provided by the INSURERS to the insureds, in the sense of any delays, failure to meet obligations or respond in due time, or any other inappropriate action or omission perceived in the way the firm works. **Claim** refers to the claim presented by the insureds with the intention of reclaiming or being reimbursed for any interest or right, describing specific facts related to actions or omissions of the Company, which, in the claimant's opinion, are detrimental to their interests or rights, in the sense of any breach of contract, transparency standards, safeguarding of customer rights or good practice.

If the claimant is dissatisfied with the solution provided by the Customer Services Department, or does not receive a response within the two-month period stated above, the claimant may present the complaint or claim before the Complaints Service of the General Directorate of Insurance and Pension Funds, in accordance with the provisions of Order ECC/2502/2012.

The undersigning party hereby acknowledges that they have received, on this same date, in writing and prior to signing the Contract, all the information required under the Implementing Regulations of the Act on the Regulation, Supervision and Solvency of Insurers and Reinsurers.

The Policyholder has read and approves the above and expressly accepts the limiting and excluding clauses thereof and those contained in the Policy Schedule and the General, Particular and Special Conditions of this policy.



ERGO SEGUROS DE VIAJE,
Sucursal en España

Address: Av..Isla Graciosa, 1
28703 San Sebastián de los Reyes (MADRID)
Tel. 91 344 17 37 Fax: 91 457 93 02
contacto@ergo-segurosdeviaje.es

THE POLICYHOLDER

Entry 1 in the Trade Registry of Madrid,
dated 27-08- 2015
Sheet M-602242. Page 123 Vol. 33.458