

Multi-assistance

Trip Cancellation

Terms & Conditions

ERV-Trip Cancellation V.012017

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:

INSURER: ERV SEGUROS DE VIAJE, Europäische Reiseversicherung AG, Branch in Spain, with address at Avda. de La Vega 24, 28108 Alcobendas (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: All the persons specified by the policyholder of the insurance in the list attached to the Contract.

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.

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.

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

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.

GENERAL INSURANCE REGULATIONS

1. GEOGRAPHIC SCOPE

The covers provided under this insurance are in force throughout the world.

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 Policy and will expire at 24:00 hours on the date on which the stipulated timeframe elapses.

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. For the POLICYHOLDER, the period for notifying the INSURER is reduced to one month prior to expiry.

3. EFFECT AND DURATION OF THE COVER

This cover must be undertaken 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 a waiting period of 72 hours, counting from the date on which the insurance is contracted, will apply.**

4. INTERNATIONAL SANCTIONS AND EMBARGOS

The cover provided by the insurance, the indemnity payments and/or the provision of services are guaranteed only and exclusively insofar as such elements are not in conflict with any economic, trade or financial sanction, or embargos, imposed by the European Union or by Spain, that are directly applicable to the contracting parties.

This applies likewise to cases involving any trade, economic or financial sanction and/or embargo imposed by the United States of America in respect of North Korea, Crimea and Syria, to the extent that such sanctions are not in conflict with the legislative provisions of the European Union or Spain.

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

7.1. 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.
- 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.

7.2. Loss appraisal

The indemnity for Trip Cancellation Costs will be based on the value of the cancellation as at the date of the loss.

7.3. 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 presented:
 - Particular conditions of the insurance.
 - 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.

7.4. 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 Policy and subject to the exclusions contained in these Terms & 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:

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.

When the illness 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.

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 or involves the risk of death for any of the abovementioned family members.

- 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 or Criminal Court.
 - 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.
 - 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. Forced transfer of place of work.
 - 3.5. The requirement to undergo official examinations for public positions of employment, called through a public body after the insurance contract was signed.
 - 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.
 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. Declaration of Personal Income Tax in arrears by the Ministry of Economy and Inland Revenue, resulting in an amount due from the INSURED of more 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:
- 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
 - 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.

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:

- 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.
- Psychic and mental illnesses and depressions not requiring hospitalisation, or that require hospitalisation for less than seven days.
- 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
- 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.
- Participation in bets, duels, crimes or fights, unless exercised in legitimate defence.
- Terrorism.
- 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.
- Complications in a pregnancy, except in the cases stipulated in points 1.6, 1.7 and 1.8 of this Cover for Trip Cancellations.
- The losses that are caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- 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

The personal data that the Policyholder and Insured provide to the Insurers, whether directly or through an insurance broker or through the professionals that interact with the insured, throughout the insurance relationship, shall be included in digital personal data files that will be duly protected and registered with the Spanish Data Protection Agency, in the name of and to be processed by ERV SEGUROS DE VIAJE, Europäische Reiseversicherung AG, Sucursal en España, in its legal capacity as the Insurance Firm.

ERV SEGUROS DE VIAJE, Europäische Reiseversicherung AG, Sucursal en España, is expressly and duly authorised to process, for the purposes of the insurance, the data provided at the time of contracting the insurance and that received at any subsequent point as a consequence of the contractual relationship and/or the processing of any claim; said authorisation extends to access to and use of such data by persons who participate in the insured business, including professionals and medical centres that assist in the provision of the health coverage, in order to fulfil the conditions of the contract and provide the corresponding services; such usage and access likewise extends specifically with the purpose of processing/managing claims, to

reinsurance and coinsurance entities, which are involved in possible coinsurance and reinsurance operations, and other entities that are involved in management and collection of premiums. Likewise, unless otherwise instructed by the party in whose name the personal data are registered, the Policyholder and Insureds authorise processing and transfer of the abovementioned data for the purposes of fraud prevention and investigation.

The Policyholder authorises ERV SEGUROS DE VIAJE, Europäische Reiseversicherung AG, Sucursal en España to process the Policyholder's contact details, where such data do not fall within the scope of the Organic Data Protection Act, and to pass on this policy to the insured so that the insured may agree to its terms, and to process the insured's data. In this regard, for the purposes of processing claims or issuing the corresponding invoices and bills, it is possible that the medical centres or professional specialists that are involved in such claims need to communicate the data of a loss/accident or the scope of the same, and to this end, the Policyholder consents to the communication of health data or details on the damage caused to property that may be necessary for the purposes of appraising the value of a loss or paying the corresponding invoices. The insured guarantees that they have all the authorisations required to communicate the personal data of beneficiaries, other insureds or third parties receiving the requested and contracted services, to ERV SEGUROS DE VIAJE, Europäische Reiseversicherung AG, Sucursal en España.

For the insurance modes that include providing Health Services to the insured, it is hereby expressly recorded that said services will not be provided by the Insurers directly, but by medical professionals or entities with which there are pre-arranged agreements. The insured expressly consents to being contacted by said service providers or to have their data given to said health entities or professionals with which there are pre-existing agreements, for the purpose of providing said services.

Likewise, the insured is hereby informed of and consents to the possibility that their personal data will be processed with the objective of performing quality and/or satisfaction surveys and that the insured may receive information and commercial offers, including by email, on the products or services provided by the company, by companies in the same corporate Group, or by third companies in the insurance, banking or tourism sectors, or companies in related sectors, and that such data may be used for the creation of consumer profiles. Likewise, you consent to the Company transferring your data with the same purpose to companies within its Group and companies related to the insurance, banking or tourism sectors. If the request for insurance includes the personal data of natural persons other than the insured, the insured must inform such persons of the points set out in the preceding paragraphs. Notwithstanding, if you wish to limit the processing and usage of your data strictly to the contractual purposes of this policy, you may do so by ticking the corresponding box below:

- ◊ I do not wish to receive any commercial information whatsoever by any means.
- ◊ I do not wish to receive any commercial information by email.
- ◊ I do not want my data transferred for commercial purposes.

The Policyholder and Insured may exercise at any time their rights to access, rectify, cancel and oppose inclusion of the personal data recorded in these files, in the terms established in Organic Act 15/1999, of 13 December, on the Protection of Personal Data and the implementing regulations, by notifying the Data File Processor, in writing at the address Avenida de la Vega, 24, Alcobendas (Madrid).

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: Avda. de la Vega, Nº 24 , 28108 - Alcobendas (Madrid); or by email to the address: sac@erv.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.



You travel. We care.

ERV SEGUROS DE VIAJE
Europäische Reiseversicherung AG,
Sucursal en España

THE POLICYHOLDER

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