Know your insurance

Interlloyd Cancellation Insurance for Accommodation Reservations

General Conditions

This insurance contract is governed by the provisions of these General Conditions and the Schedule of Cover of the policy, in accordance with the provisions of Law 50/1980 of 8 October on Insurance Contracts and Law 20/2015 of 14 July on the regulation, supervision, and solvency of insurance and underwriting entities.

Definitions you should be familiar with

Insurer

INTERLLOYD VERSICHERUNGS-AG, Sucursal en España.

Policyholder

The natural or legal person with his/her habitual residence in Spain executing this contract with the Insurer, and who/which is responsible for the duties deriving herefrom, save for those duties which, given their nature, are to be performed by the Insured.

Insured

The person owning the insured interest who, in default of the Policyholder, is responsible for the duties deriving from the contract.

Tourist accommodation

A legally-registered establishment dedicated on a professional basis to providing overnight accommodation to persons in exchange for economic consideration. For example: hotels, hostels, inns, guesthouses, tourist apartments, rural cottages, camp sites.

Stay

The period of time for which the Insured has a booking for overnight tourist accommodation.

Policy

The contractual document containing the Conditions governing the Insurance. The Policy is composed of the General Conditions, the Schedule of Cover in which the risk is defined, the Insurance Certificate and any supplements or annexes that may be issued in order to complete or amend the Policy.

Premium

The price of the insurance. The debit order shall also include any surcharges and taxes imposed by law.

Family members

Save where a clause or section of these General Conditions provides otherwise, family members of the Insured means his/her spouse, civil partner, or person permanently living with the Insured as if they were married, his/her parents, step-parents, legal tutors, sons or daughters, step-sons or daughters, parents in law, sons or daughters in law, grandparents, grandchildren, brothers or sisters, step-brothers or sisters, and brothers or sisters in law.

General Conditions

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General Conditions

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1. What is the purpose of the insurance?

The Insurer shall cover, **up to the limit indicated in the Schedule of Cover of the policy or in the Insurance Certificate and provided that the exclusions contained in these General Conditions do not apply**, the reimbursement to the Insured of the value of the costs generated chargeable to the Insured and imposed under the provider's general conditions of sale, including administrative charges, as a result of the cancellation of a reservation for a stay at tourist accommodation identified in the Schedule of Cover of the policy or in the Insurance Certificate, prior to the start of the said stay, due to the supervening occurrence, after the reservation has been made, of any of the cancellation causes listed in these General Conditions and which have been effectively acquired.

The formalization of this policy automatically includes the acquisition of all of the cancellation causes listed under the section entitled "Basic cancellation causes" in these General Conditions. The acquisition of the cancellation causes listed in the section entitled "Optional cancellation causes" must be done expressly by the Policyholder and/or by the Insured.

2. Who is insured under this policy?

The natural person (identified in the Schedule of Cover of the policy or in the Insurance Certificate) who has made the reservation giving rise to the right to enjoy the overnight tourist accommodation (likewise identified in the said Schedule of Cover or Insurance Certificate).

In the event the Insured identified in the Schedule of Cover or Insurance Certificate has made a joint reservation for various persons, these additional persons shall also be deemed to be insureds provided that the total number of persons has been specified in the said Schedule of Cover or Insurance Certificate. The Insured must be prepared to supply the Insurer at any time with documents that will allow the Insurer to verify the number of persons and the identities of the other persons included in the reservation.

3. When does the insurance come into effect and when does it end?

The cover provided by the insurance comes into effect on the date the policy

is acquired, **which must always coincide with the date the reservation is made by the Insured for the overnight tourist stay identified in the Schedule of Cover or Insurance Certificate**, and the cover ends the moment the said stay commences.

4. What is the territorial scope of the insurance?

The territorial scope of the insurance shall be as specified in the Schedule of Cover of the policy or the Insurance Certificate.

5. When are the premiums payable?

The Policyholder is under a duty to pay the premium at the time the contract is formalized.

Unless the Schedule of Cover specifies a different location, the premium shall be paid at the address of the Policyholder.

In the event the premium is not paid, cover shall not commence and the Insurer may terminate the contract or request payment of the agreed premium.

6. How is the insurance formalized and what information about the risk is required?

The particulars furnished by the Policyholder in the request for insurance constitute the basis of this contract.

Where the content of this policy differs from the request for insurance or the clauses that have been agreed, the Policyholder may request the Insurer to resolve the discrepancy that has been detected within one month of delivery of the policy. Where the said term elapses without any such request being made, the provisions of the policy shall prevail.

The Policyholder is under a duty to inform the Insurer, prior to the formalization of the contract, of all circumstances it is aware of that may affect the assessment of the risk, in accordance with the questionnaire to be filled out. This duty shall not apply where the Insurer does not supply any questionnaire to be filled out, or where, having supplied a questionnaire, the circumstances that may affect the assessment of the risk are not covered by the said questionnaire.

The Insurer may rescind the contract within one month of becoming aware of

any omission or inaccuracy in the information provided by the Policyholder.

During the lifetime of the contract, the Insured must inform the Insurer as soon as possible of any change to the factors or the circumstances stated in the questionnaire referred to in this article which increase the risk and are of a kind that, had the Insurer known about them at the time the contract was formalized, it would not have entered into the contract or it would have done so under more onerous conditions.

The Insurer may, once it has become aware of an increased risk, propose an amendment to the contract or rescind the contract, within a term of one month.

If the risk is reduced, the Insured shall be entitled, as from the next annual renewal, to pay a reduced price for the premium in the corresponding proportion.

7. What does the insurance cover?

When a claim event covered by this policy occurs, the Insurer shall, as soon as it is notified thereof by the Insured in accordance with the procedure indicated at Article 10, How and where should a claim event be reported? ensure that the following services are delivered:

7. 1. Refund of cancellation charges for booked accommodation

The Insurer shall cover, **up to the limit indicated in the Schedule of Cover of the policy or in the Insurance Certificate and provided that the exclusions contained in these General Conditions do not apply**, the reimbursement to the Insured of the value of the costs generated chargeable to the Insured and imposed under the provider's general conditions of sale, including administrative charges, as a result of the cancellation of the reservation for tourist overnight stay identified in the Schedule of Cover of the policy or in the Insurance Certificate, prior to the start of the said stay, due to the supervening occurrence, after the reservation has been made, of any of the cancellation causes listed in this article and which have been effectively acquired.

This policy may be formalized in two different contractual forms:

Basic Product whereby all of the cancellation causes listed in the section of this article entitled "Basic cancellation causes" are acquired.

Extended Product whereby all of the

cancellation causes listed in this article are acquired, both the "Basic cancellation causes" and the "Optional cancellation causes".

Basic cancellation causes:

1. The death, **or the hospitalization for a minimum of one night**, or the serious illness, or a serious bodily accident, of:

- The Insured, or of a family member of the Insured **as these are defined under "Family members" in the section entitled "Definitions you should be familiar with" of these General Conditions.**

- The Insured's professional locum, **provided that it is essential that the position or responsibilities being discharged by the locum necessarily revert to and are fulfilled by the Insured.**

- The person in charge of looking after children or elderly or handicapped persons who are in the care of the Insured during the dates booked for the stay.

With regard to the **Insured**:

- Serious Illness **means a state of ill-health requiring hospitalization or the need to be confined to bed, also entailing the cessation of all professional or private activities, within the 7 days leading up to the start date of the booked accommodation, or which makes commencing the stay impossible in the opinion of the Insurer's medical team.**

- Serious accident means **any bodily injury resulting from a violent, sudden, and external cause that is contrary to the intentions of the Insured and which, in the opinion of a medical professional, makes it impossible for the Insured to commence the booked accommodation on the intended date.**

Where the illness or the accident affects one of the persons listed above other than the Insured, it shall be deemed to be serious where it entails hospitalization for a minimum of one night or the need to be confined to bed for at least 3 days, which in both cases must fall within the 7 days leading up to the date of the commencement of the booked accommodation, or there is an imminent risk of death.

2. The Insured, or his/her spouse or civil partner or person permanently resident with the Insured as if they were married, or a first-degree family member of the Insured, receives an appointment for a

surgical intervention or for the performance of medical tests prior to the said surgical intervention, **and the appointment date coincides with the dates of the booked accommodation.**

3. The Insured, or his/her spouse or civil partner or person permanently resident with the Insured as if they were married, or a first-degree family member of the Insured, is called to have urgent medical tests to be performed by the Public Health Service, **provided that these are justified by the seriousness of the case and coincide with the dates of the booked accommodation.**

4. The Insured, or his/her spouse or civil partner or person permanently resident with the Insured as if they were married, or a first-degree family member of the Insured, is called for an organ transplant, whether as recipient or donor, **provided that the date of the call coincides with the dates of the booked accommodation.**

5. The Insured is dismissed from his/her employment. **This cause shall not apply in the event of the expiry of the employment contract or voluntary resignation or failure to pass a trial period. Under all circumstances the insurance must have been purchased before written notice was served on the Insured by the company.**

6. The Insured commences a new job at a company different from where he/she was previously employed or following a period of unemployment, **with an employment contract for a term of no less than one year and provided that this requires a change of residence for the Insured. Under all circumstances the insurance must have been purchased before written notice was served on the Insured by the company of his/her appointment to the new employment position.**

7. The Insured is summonsed to appear in judicial proceedings **in the capacity of defendant, plaintiff, witness, or jury member on dates that coincide with the booked accommodation.**

8. The Insured is enrolled to sit official examinations for public-sector recruitment, **and the said examinations are called by a public body after the insurance was purchased on dates coinciding with the booked accommodation. Where the Insured enrols to sit official examinations for public-sector recruitment after purchasing the insurance, the sitting of these examinations shall not constitute a cancellation cause.**

9. The Insured is called to act as a polling-station officer at national, regional, or local elections **to be held on a date coinciding with the booked accommodation.**

10. The Insured is called up for urgent enlistment into the ranks of the Armed Forces, Police, or Fire Brigade, **and notice of the said enlistment is received after the insurance is purchased and the said enlistment precludes the Insured from commencing the booked accommodation.**

11. Serious damage caused by flood, fire, explosion, or burglary occurring at the Insured's main residence or at the premises where he/she performs his/her professional or business activity and which are owned by or leased by the Insured, which **makes his/her presence at the said property on the dates of the booked accommodation essential.**

12. Judicial summons to execute divorce proceedings **arising after the insurance was purchased and which coincides with the dates of the booked accommodation.**

13. Acts of piracy, whether in the air, on land, or at sea, making it impossible for the Insured to commence the booked accommodation.

14. In the event that the Insured changes the dates of his/her reservation for any of the causes listed as "Basic cancellation causes", any additional costs that may be generated as a result of the said change shall be covered, **provided that the value thereof does not exceed the penalty payable for the cancellation of the reservation.**

<u>Optional cancellation causes:</u>

1. Illness or accident affecting the Insured aged under two years r**equiring him/her to be confined to bed for at least one day, and where, in the opinion of the Insurer's medical team, it would be advisable for him/her to miss the booked accommodation. The pertinent medical paperwork in proof of this must be supplied.**

2. Illness or accident affecting a first-degree family member also Insured, **aged under two years, where the said illness or accident requires him/her to be confined to bed for at least one day, and where in the opinion of the Insurer's medical team it would be advisable for him/her to miss the booked accommodation. The pertinent medical paperwork in proof of this must be supplied.**

3. Pregnancy complications or miscarriage **occurring after the insurance was purchased and which, on doctor's**

orders, require the Insured, his/her spouse, civil partner, or person permanently living with the Insured as if they were married, to absolute rest in bed or to be hospitalized.

4. Extension to the Insured's employment contract **notified to the Insured after the insurance was purchased, fulfilment of which prevents him/her from commencing the booked accommodation.**

5. Geographical transfer of the Insured's employment position, **provided that this requires the Insured to move house during the dates of the booked accommodation and provided that the Insured is employed by a third party (i.e. not self-employed).** For the purposes of this cover, habitual residence means the place where the Insured is resident on a permanent basis for more than 6 months of the year.

6. The wedding, christening, or first communion of the Insured or of a family member of the Insured **on a date coinciding with the dates of the booked accommodation**, where family members are defined in accordance with the definition of "Family members" under the section entitled "Definitions you should be familiar with" of these General Conditions.

7. A breakdown or accident affecting the vehicle owned by the Insured or his/her spouse, **occurring 24 hours prior to the commencement of the booked accommodation, where this results in the vehicle being immobile and makes it impossible for the Insured to travel to the accommodation. Under all circumstances the Insured must reside outside of the town where the accommodation is located and the vehicle must be towed to a garage for repair and assessment of the breakdown that has occurred, and the Insured must supply the corresponding invoice in proof of the occurrence of the breakdown or accident.**

8. A child adopted by the Insured is due to take up residence with the Insured **on a date coinciding with the dates of the booked accommodation.**

9. The unexpected denial of visas for unjustified reasons preventing the Insured from commencing the booked accommodation. **Situations where visas are denied because the Insured has failed to perform the necessary formalities in due and timely manner are expressly excluded.**

10. The Spanish Ministry of the Economy and Taxation disputes the insured's self-assessed tax return, **which results**

in the Insured being required to pay a sum in excess of €600, and the Insured only becomes aware of this after the insurance has been purchased.

11. Police custody of the Insured, **occurring after the insurance was purchased, preventing him/her from commencing the booked accommodation.**

12. Theft of the Insured's documents or baggage **making it impossible to commence the booked accommodation, occurring 72 hours prior to the commencement of the stay. The corresponding police report must be supplied.**

13. The Insured is called to file and sign official documents at the request of a body forming part of the Public **Authorities, notified after the insurance was purchased and which requires his/her compulsory attendance on a date coinciding with the dates of the booked accommodation.**

14. The award of an official scholarship to the Insured by a Public Body **to study a course or perform tasks with a duration in excess of one month, preventing him/her from commencing the booked accommodation due to the dates during which the said course is to be held or the tasks are to be performed coinciding with the dates of the said accommodation.**

15. A judicial declaration of insolvency, temporary receivership, and/or bankruptcy of the company where the Insured performs his/her professional **activity, notified in writing subsequent to the purchase of the insurance.**

16. The Insured wins a trip free of charge in a public lottery held before a Notary Public, **the dates of which coincide with the dates of the booked accommodation identified in the Schedule of Cover or Insurance Certificate.**

17. Due to premature childbirth by the Insured or the spouse, civil partner, or person permanently living with the Insured as if they were married, and who on doctor's orders is required to rest and as such cannot attend the event.

18. Announcement of a Mass Redundancy Package **directly affecting the Insured as an employee whereby his/her working hours are partially or fully reduced, and this has been notified subsequent to the purchase of the insurance.**

19. The theft, death, serious illness, or serious accident affecting a pet animal duly recorded at the pertinent official

register/census and which lives at the Insured's residence, **where this precludes the commencement of the booked accommodation. Serious illness affecting the pet animal shall be deemed to mean a state of ill-health which, on veterinary orders, requires its hospitalization for at least one night or rest at home for a minimum of 3 days. Serious accident shall be deemed to mean a bodily injury affecting the animal deriving from a violent, sudden, external, and unforeseeable event not caused by the Insured which, on veterinary orders, requires its hospitalization for at least one night or rest at home for a minimum of 3 days. In the event of theft, the corresponding police report must be supplied, and in all other cases the pertinent medical documentation.**

20. Theft of the vehicle owned by the Insured or his/her spouse, **occurring 24 hours prior to the time the stay commences, where this makes it impossible for the Insured to commence the stay. In all circumstances the Insured must reside outside of the town where the accommodation is located. The corresponding police report must be supplied.**

21. Cancellation by the person who was to accompany the Insured **and who is included under the same reservation and insured under this same insurance contract, provided that the cancellation is for any of the causes procured by the companion, and that as a result of this the Insured would have to travel alone.**

22. The Insured declines to commence the stay due to a delay of more than 24 hours in the mode of air transport by which he/she was going to fly to the accommodation, **where the delay makes the commencement of the stay impossible or where as a consequence more than half of the total duration of the stay will have elapsed by the time the Insured arrives at the accommodation. Any cancellation charges generated payable by the Insured shall be refunded provided that these have not already been paid by the transport provider.**

8. What claims are not covered?

The following claims are not covered:

a) The cancellation of reservations than could be enjoyed by persons other than the Insured, unless proof is provided of the effective cancellation of the reservation by the In-

sured.

b) The cancellation of reservations arising as a consequence of causes or events the origin or first manifestation of which arose prior to the acquisition of the policy.

c) The cancellation of reservations arising as a consequence of the cancellation of the stay by the supplier or organizer of the stay, and those caused by the announcement of strikes, temporary receivership, or bankruptcy of the said supplier or organizer.

d) Claims affected by a breach of contract or by any kind of insolvency, temporary receivership, and/or bankruptcy of the supplier or organizer of the stay, or of any supplier of services thereto, including, inter alia, carriers, trip organizers, or hotel services.

e) The robbery, theft, or loss of the documentation in proof of the reservation.

f) The Insured voluntarily declines to commence the stay, except in the situation envisaged under optional cancellation cause number 22.

g) Actions intentionally caused by the Insured, or those where there is malicious intent or serious negligence on the part of the Insured.

h) Death by suicide or any injuries or illnesses resulting from attempted suicide or self-inflicted intentionally by the Insured, as well as those deriving from criminal activities perpetrated by the Insured.

i) Illnesses or ill-health caused by the intake of alcohol, psychotropic substances, hallucinogenics, or any other drugs or substances with similar properties, unless these have been prescribed by a doctor and are taken in the manner indicated.

j) Situations deriving, whether directly or indirectly, from events caused by nuclear energy, radioactive emissions, natural disasters, war (whether declared or not), riots, popular uprisings, acts of war, disturbances, or acts of terrorism. As well as deliberate breaches of official prohibitions.

k) Psychic, mental, or nervous illnesses and depression without hospitalization, or requiring hospitalization of less than seven days.

e) Diseases or chronic and/or pre-existing illnesses, as well as the con-

sequences thereof, which have been treated or which have received medical attention during the 30 days leading up to the date on which the insurance was acquired.

m) Participation of the Insured in bets, contests, competitions, sports trials, duels, crimes, fights, save in cases of legitimate self-defence.

n) Epidemics, pandemics, medical quarantine, pollution, contamination, or natural disasters.

o) Lockdown, where this is deemed to mean mandatory confinement or isolation applied generally to some or all of the population, or broadly to a geographical area, or where this is required on the basis of place of origin, destination, or transit through which the Insured has to pass in order to reach the accommodation, imposed by the pertinent authorities or bodies.

p) Aesthetic treatments, periodical check-ups, rehabilitation sessions, cures, air travel being contraindicated, failure to be vaccinated or vaccination being contraindicated, the impossibility of continuing with the recommended preventive medicinal treatment at certain destinations, abortion.

q) Failure to present, for any reason, the essential documents for any trip, such as passport, visas, tickets, vaccination card or certificate, or any other documents required by the organizers.

r) Participation of the Insured's pet animal in organized fights, gambling, challenges, or sporting exhibitions. This exclusion does not extend to dog shows provided that none of the activities listed above take place at the show.

s) Ill-treatment or over-work of the insured animal, or unhygienic or poor-quality feeding or care for the Insured's pet animals, where these circumstances are attributable to the Insured.

9. What are the limits of the insurance?

The Insurer shall bear the costs referred to, **within the limits established and up to the maximum sum specified in each case.** Events that have the same cause and that occur at the same time shall be considered to constitute one single claim event.

The Insurer shall be under a duty to pay for the service, unless the claim event

has been caused by the Insured acting in bad faith.

10. How and where should a claim event be reported?

Where an event occurs that could give rise to a claim covered by the policy, the Insured shall, **within no more than 7 days, contact the helpline established by the Insurer or log on to the website using the link to be provided for this purpose, indicating the details of the Insured, policy number, telephone number, reason for the request, and supplying the documents in proof of the cancellation cause and the invoices and/or receipts.**

The Insured must inform the Insurer when the claim is filed or while it is being processed of the existence of any other insurance cover that has been procured from other insurance providers covering the same risks as this insurance.

The Insured must do everything possible to reduce the consequences of the claim event, using all available means. As such and by way of example, the Insured must inform the organizer or supplier of the stay as soon as possible that he/she will not be able to proceed with the stay due to the occurrence of the specific cause that prevents this, thereby limiting to the extent possible the consequences of the cancellation.

11. How are claims processed?

Once a claim event has been reported and accepted, the Insurer shall provide the corresponding services and bear the corresponding costs, in accordance with the nature and circumstances of the case.

In all circumstances the Insurer reserves the right to request reasonable proof or documentation from the Insured in order to be able to make a pay-out for the service requested.

12. Is there subrogation?

The Insurer shall be automatically subrogated in the legal rights and rights of action corresponding to the Insured against third parties as a consequence of the event that gave rise to the provision of the services covered by the insurance for the purpose of seeking to recover the sums it has had to pay out.

13. When do any rights of action deriving from the insurance expire?

The rights of action deriving from the insurance contract shall expire after two years, in the case of insurance for losses, or five years for personal insurance.

14. Complaints and redress

The Insurer, INTERLLOYD Versicherungs-AG, Sucursal en España, has a Customer Care Department (c/ Roger de Flor 16, 08018 - Barcelona, e-mail: dacinterlloyd@interlloyd.es; website: www.arag.es) to attend to and resolve any complaints filed by insureds and to offer them redress in connection with their interests and rights as acknowledged by law, which shall be dealt with and resolved within no more than one month of being filed.

In the event you are not satisfied with the way the Customer Care Department has resolved your complaint, or if more than one month has passed without any reply being received, claimants can take their complaint to the Complaints Service of the Insurance and Pension Funds Directorate-General (Paseo de la Castellana 44, 28046 - Madrid, website: www.dgsfp.mineco.es).

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