



POLICY PARTICULAR CONDITIONS

<b>POLICY No.:</b> 55-1991900	<b>POLICYHOLDER:</b> FLEXMYROOM INSURETECH S.L. GERONA 13 LOCAL CA 18 03503 - BENIDORM (ALICANTE)	<b>TAX ID</b> B42687616
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**MEDIATOR:** 44 - 41113 - TOURIST-BROKER CORREDURIA SEGUROS S.L.

**POLICY UPDATED ON 02/09/2020**

**TRAVEL ASSISTANCE INSURANCE FOR "TRAVEL ASSISTANCE AND CANCELLATION COSTS FOR HOTELS-FLEXMYROOM" PEOPLE**

	<b>Coverages</b>	<b>Limit</b>
<b>7.1</b>	Medical and health care - Spain - Dental expenses	€3,000 €250
<b>7.2</b>	Repatriation or transportation of injured or ill parties	The totality of its cost
<b>7.3</b>	Repatriation or transportation of other Insured Parties	The totality of its cost
<b>7.4</b>	Travel for a relative or companion in case of hospitalisation	The totality of its cost €500 (€50 x 10 days) €1,500 (€100 x 15 days)
<b>7.4.1</b>	- Travel expenses	
<b>7.4.2</b>	- Accommodation expenses for a relative or companion who must travel, in case of hospitalisation	
<b>7.4.3</b>	- Accommodation expenses for a relative or companion who does not need to travel, in case of hospitalisation	
<b>7.5</b>	Convalescence in hotel	€1,500 (€100 x 15 days)
<b>7.6</b>	Repatriation or transportation of a deceased Insured Party	The totality of its cost
<b>7.7</b>	Early return due to the death of a relative	The totality of its cost
<b>7.8</b>	Early return due to the hospitalisation of a relative	The totality of its cost
<b>7.9</b>	Early return due to serious incident in the Insured Party's home or	The totality of its cost
<b>7.10</b>	Loss of services contracted and not enjoyed because of hospitalisation	€500
<b>7.11</b>	Professional driver	The totality of its cost
<b>7.12</b>	Telephone Medical Consultation Service	ARAG Service
<b>7.13</b>	Travel cancellation expenses	Reservation amount up to a maximum of €500
<b>7.14</b>	Refund of holidays not enjoyed	€3,000



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**ALL THE ITEMS, AND THEIR LIMITS, INCLUDED IN THE GENERAL CONDITIONS OF THIS POLICY ARE THE PURPOSE OF THIS INSURANCE**

**INSURED PARTIES:** Travellers who, together with the Policyholder, contract a trip that will not be enjoyed in their habitual residence, whose names, destinations and duration are declared to ARAG before the trip begins.

**Territorial scope:**

**The coverages described in this Policy are valid for events that occur exclusively in Spain.**

**Communication of travel:**

The Policyholder will communicate to ARAG all of the travellers' information (names, territorial scope and amount of the reservation insured) before the start of all trips. Likewise, the Policyholder will have provided ARAG with all the documents related to the Insured Party of this contract, so that the Insurer can verify the accuracy of the data of the travellers communicated by the Policyholder.

**PAYMENT OF PREMIUMS TO ARAG:** Premium payments will be made monthly by nominative cheque issued by the Policyholder and addressed to ARAG upon receipt of the invoice list.

**SERVICE DELIVERY:** The services provided in this policy will be delivered through **ARAG S.E., SUBSIDIARY IN SPAIN**

To facilitate the urgent provision of services, **ARAG** will provide the Insured Party with documentation regarding their rights, as well as instructions and emergency telephone numbers.

**ARAG's** telephone number is **93 300 10 50** if the call is made from Spain and **34 93 300 10 50** if it is made from abroad. Calls can be made collect.

**- The Policyholder knows and expressly accepts the limiting clauses of this policy and declares having received the General Conditions together with this document.**

**INFORMATION TO THE INSURED**

Prior to signing this contract, the Policyholder has received the following information, in compliance with the provisions of Article 96 of Act 20/2015 of 14 July, on the Organisation, Supervision and Solvency of Insurance and Reinsurance companies, and Articles 122-126 of its regulations:

- The Insurer is ARAG SE, a German company whose registered office is in Düsseldorf, at ARAG Platz no.1, the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) being responsible for supervising and monitoring of its activity. It is authorised to operate in Spain under the right of establishment through its branch ARAG SE, Sucursal en España, with Tax ID number W0049001A, and registered offices in Madrid, Calle Núñez de Balboa, 120; it is listed in the Registro administrativo de la Dirección General de Seguros y Fondos de Pensiones under reference E-210.

The Insurer declares that, in the event of its liquidation, Spanish regulations with regard to liquidation will not be applied.



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- The law applicable to the Insurance Contract is Spanish, in particular, Act 50/1980 of 8 October, on Insurance Contracts.

- In the event of any dispute with the Insurer, the Policyholder or Insured may seek redress through arbitration or through the ordinary Spanish courts of law.

Please note that ARAG SE, Sucursal en España offers its insured customers the following Customer Service contact numbers depending on the procedures they wish to carry out:

- For modifications and/or inquiries about the policy contracted you can call the telephone number 93 485 89 07 - 91 566 16 01, or send an email to [atencioncliente@arag.es](mailto:atencioncliente@arag.es)

- For submitting complaints and/or claims to the company, the ARAG S.E. Sucursal en España has a Customer Service Department at c/ Roger de Flor, 16, 08018-Barcelona, email: [dac@arag.es](mailto:dac@arag.es), website: [www.arag.es](http://www.arag.es) to attend to and resolve complaints by insured persons in connection with their legally recognised rights and interests. The Department will resolve the issue within two months from the date on which the complaint was submitted.

- In the event of disagreement with the resolution adopted by the Customer Service Department, or if a period of two months has passed without a response being received, the claimant may contact the Servicio de Reclamaciones de la Dirección General de Seguros y Fondos de Pensiones at Paseo de la Castellana, 44, 28046 - Madrid, or the website: [www.dgsfp.mineco.es](http://www.dgsfp.mineco.es) and the telephone number 902 19 11 11.

- You can view the Report on the insurer's solvency and financial situation at <https://www.arag.com/company/financial-figures>.

- By providing bank details for payment of the insurance premium, the Policyholder/Insured party authorises the relevant amount to be charged to the account detailed in this document, or to any other account notified to the Insurer for this purpose, throughout the duration of the Contract,

ISSUED IN MADRID, September 10, 2020

*For the Company*

*P.P.*

*CEO*

*Member of GEC*

THE  
POLICYHOLDER

**INFORMATION REGARDING DATA PROTECTION**

Data processor	ARAG SE, Sucursal en España C/ Núñez de Balboa 120 28006 - MADRID NIF W00490001A <a href="mailto:atencioncliente@arag.es">atencioncliente@arag.es</a> <a href="http://www.arag.es">www.arag.es</a>
Data Protection Officer	<a href="mailto:dpo@arag.es">dpo@arag.es</a>



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contact details	C/Roger de Flor 16 08018 Barcelona
Purpose of processing	Underwriting and execution of the insurance contract
Authentication	Execution of the insurance contract
Recipients	No data will be transferred to third parties unless: prior consent is given, it is an obligation provided for in regulations, or for legitimate interest.
International transfers	May be necessary, during certain assistance services, for the execution of the contract.
People's rights	Individuals can access, rectify or delete their data, oppose their processing and request their limitation of transfer by sending their request to: <a href="mailto:lopd@arag.es">lopd@arag.es</a>
Additional Information	Additional and detailed information on data protection can be viewed on our website: <a href="http://www.arag.es">http://www.arag.es</a>

### Data processor

The entity responsible for processing personal data is ARAG SE, Sucursal en España, whose NIF is W0049001A and registered address is C/ Núñez de Balboa no. 120, 28006 Madrid. Email: [atencioncliente@arag.es](mailto:atencioncliente@arag.es) Webpage: [www.arag.es](http://www.arag.es). You can contact the Data Protection Office at [dpo@arag.es](mailto:dpo@arag.es).

### Purpose and recipients

The information provided will be processed for the purpose of establishing, managing and developing contractual relationships between you and the data processor, as well as for the prevention of fraud.

We will also process your personal data to inform you about our products and for quality control purposes in the provision of the guarantees of your insurance contract.

We will not pass on your personal data to third parties except in the following cases: applicable regulations oblige us to, for legitimate interests or with prior consent from the owner of the data.

Your data will be accessible to ARAG SE, Sucursal en España third-party collaborators who intervene in the formalities arising from underwriting the insurance and the effective provision of its guarantees.

If you need assistance and you are outside the European Union, we may need to transfer your personal data to other countries in order to effectively fulfil the guarantees of your insurance contract.

Your data will be kept during the validity of the insurance contract. After its termination, they will be blocked during the legally required periods for the purpose of determining any liability arising from their processing. Once the statutory limitation periods have elapsed, the data will be deleted.

### Authentication

The legal basis for processing your personal data is the execution of the insurance contract you have signed with this insurance company. Providing your data is essential for the formalisation of this insurance contract, which is not possible without them.



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The legal basis for processing the data for direct marketing and satisfaction surveys is a legitimate interest in meeting your expectations as a customer and improving the quality of the service received. You can oppose the processing of your data at any time in the manner described in the Rights section.

The legal basis for transferring data to third parties is constituted by provisions in insurance regulations that either protect the legitimate interest of the entity or impose specific obligations on it for the development of its activity, in regard to the insurance contract (Law 50/1980 on Insurance Contract), regulations on ordination, supervision and solvency (Law 20/2015 on Ordination, Supervision and Solvency of insurance and reinsurance entities) and other regulations governing insurance activity.

The legal basis for transferring your data to a country outside the EU is the need to execute the guarantees provided in your policy.

### **Rights**

You have the right to access your personal data subject to processing, as well as request the rectification of inaccurate data or, where appropriate, request its deletion when the data is no longer necessary for the purposes for which it was collected. You can also exercise your rights of opposition and limitation to the processing and transfer of the data.

You can exercise your rights by writing to the data processor, ARAG SE, Sucursal en España, by email [lopd@arag.es](mailto:lopd@arag.es) or if you prefer, by post addressed to C/ Roger de Flor, 16, 08018, Barcelona (include "Attention to: 'Data protection'" on the envelope). Please include or attach a copy of your ID or passport. In the event that your above rights request is not complied with, you can submit a complaint to the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)).

### **Third party(s)' personal data**

Regarding other individuals' personal data that must be given to ARAG SE, Sucursal en España, in order to formalise this policy, they must be informed - prior to the communication of their data - of the information contained in the preceding paragraphs.



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**General Conditions**

**Introduction**

**This insurance contract is governed by the provisions of these General Conditions and the policy's Particular Conditions, in accordance with that established in Law 50/1980 of October 8 on Insurance Contracts, and Law 20/2015, of July 14, on the organisation, supervision and solvency of insurance and reinsurance entities**

**Definitions**

Definitions of terms in this contract:

**Insurers**

ARAG S.E., Subsidiary in Spain, which assumes the risks established in the policy.

**Policyholder**

The individual or legal entity that has taken out this contract with the Insurer responsible for the obligations deriving from it, except those that by their nature must be fulfilled by the Insured Party.

**Insured Party**

The natural person outlined in the Particular Conditions who, in default of the Policyholder, assumes the obligations derived from the contract.

**Definition of Relatives:**

The Insured Party's family, their spouse or person who lives with them, their ascendants and descendants in the first degree - parents, children, grandparents, grandchildren - brothers, sisters, uncle, aunt, nephew, niece, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law or in-laws of both, are considered relatives.

**Policy**

The contractual document that contains the Regulatory Insurance Conditions. They are an integral part of the General Conditions, the Particular Conditions that individualise each risk, and any appendixes or annexes that are attached to complete or modify them.

**Premium**

The price of the insurance. The receipt will also contain legally applicable surcharges and taxes.



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### **1. Purpose of the insurance**

Through this Travel Assistance insurance contract, the Insured Party travelling within the covered territorial scope will be entitled to the different assistance services that make up the traveller protection system, which includes medical and health services, as well as various complementary benefits.

### **2. Insured Parties**

The Policyholder of this insurance policy or the natural persons listed in the Particular Conditions, in case of a Collective Policy.

### **3. Temporary validity:**

In Temporary Policies, duration refers to that specified in the Particular Conditions.

**To benefit from the coverages contained herein, the duration of the insured trip or holiday away from the Insured Party's habitual residence must not exceed 34 days.**

### **4. Territorial scope**

**The coverages described in this Policy are valid for events that occur exclusively in Spain.**

**The Medical and Health Assistance coverage described in article 7.1, is applicable when the Insured Party is further than 30 (thirty) km from their habitual residence, or on another island, in the case of the Balearic and Canary Islands, even when the distance is less than that established.**

**The other items covered by this Policy, except for Cancellation Expenses, are applicable when the Insured Party is further than 30 (thirty) km from their habitual residence or 15 km (fifteen) km in the Balearic and Canary Islands.**

### **5. Information regarding risk**



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The Policyholder has the duty to declare to ARAG, before the formalisation of the contract, all the circumstances known to them that may influence the risk assessment, according to the questionnaire submitted to them. They will be exempt if ARAG does not give them a questionnaire or when, even if they have been given the questionnaire, there are circumstances that may influence the risk assessment and have not included in the questionnaire.

The Insurer may terminate the contract within a period of one month, starting from the moment the difference or inaccuracy of the Policyholder's declaration is made known to them.

During the term of the contract, the Insured Party must notify the Insurer, as soon as possible, of any modifications to the circumstances declared in the questionnaire mentioned in this article that might aggravate the risk and are of such a nature that if they had been known by the Insurer at the time of the formalisation of the contract, that entity would not have formalised it or it would have done so under more serious conditions.

Once an increase in the risk is known, ARAG may, within a period of one month, either offer a modification of the contract or terminate it.

If there is a risk reduction, the Insured Party is entitled, from the next annuity, to a reduction in the amount of the premium in proportion to the reduction of the risk.

### **6. Guarantees covered**

As soon as ARAG is notified, in accordance with the procedure indicated in Article 10, of an incident covered by this policy, ARAG guarantees the provision of the following services:

#### **6.1 Medical and health care**

ARAG, **up to the limit indicated in this policy's Particular Conditions**, will cover expenses corresponding to any health professionals and/or centre intervention required for the care of the sick or injured Insured Party, provided that said intervention has been carried out in accordance with the Insurer's medical team.

The following services are expressly included, without limitation, and provided the seriousness of the case requires it:

- a) Treatment by emergency medical teams.
- b) Complementary medical examinations.
- c) Hospitalisations, treatments and surgeries.
- d) Supply of medication when hospitalised or reimbursement of its cost for injuries or illnesses that do not require hospitalisation. **The successive payment of medications or pharmaceutical expenses that derive from any process that is chronic are excluded from this coverage.**

In case of vital emergency as a result of an unpredictable complication of a chronic, congenital or pre-existing illness, **ARAG will cover only for the costs of emergency medical assistance carried out within the first 24 hours from admission into hospital.**

**The expenses covered for this event may not in any case exceed 10% of the sum insured by the Medical coverage.**

Except in case of emergency or force majeure, the Insurer will, through its medical team, decide which medical



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centre the Insured Party will be referred to according to the injury or illness suffered.

In cases of illnesses or accidents occurring within the scope of contracted coverage, if the Insurer's medical team decides that given the seriousness of the case the Insured Party requires long-term treatment, ARAG will arrange transfer of the Insured Party to their habitual residence in order to receive such treatment through their usual healthcare supplier in their habitual place of residence. In the event that the Insured Party does not accept said transfer, the Insurer's obligations to pay for services covered by this guarantee will immediately **cease**.

**Long-term treatment means any treatment that exceeds 60 days from the date of diagnosis.**

Likewise, and **up to the limit indicated in this policy's Particular Conditions**, ARAG will cover expenses for acute dental issues, understood as such by infection, pain or trauma requiring emergency treatment.

### **6.2 Repatriation or transportation of the injured or ill**

In the event of an accident or illness, ARAG will be responsible for:

- a) The cost of transportation by ambulance to the nearest clinic or hospital.
- b) Revision by a Medical Team, led by the doctor who treats the injured or ill Insured Party, to determine the suitable measures for the best treatment and eventual transfer to another more appropriate Hospital, Health Centre or their habitual residence.
- c) The cost of transporting the injured or ill person, by the most suitable means, to the prescribed hospital, health centre or their habitual residence.

**The transport used will in each case be decided by ARAG's Medical Team according to the urgency and severity of the case.**

**Exclusively in Europe and always at the discretion of ARAG's Medical Team, a specially conditioned medical aeroplane may be used.**

If the Insured Party is admitted to a hospital or health centre far from their habitual residence, ARAG will be responsible for the subsequent transfer to their habitual residence.

**In the event that the Insured Party does not live in Spain, they will be repatriated to their habitual residence in their country of origin.**

### **6.3 Repatriation or transportation of other Insured Parties**

When coverage for "Repatriation or transportation of the injured or ill Insured Parties" or "Repatriation or transportation of the deceased Insured Party" is applied due to one of the Insured Parties falling ill, having an accident or passing away, and this prevents their spouse, ascendants or descendants in the first degree, siblings, or a companion from continuing their trip by the means initially planned, ARAG will cover their transportation

to their residence or to where the ill or injured Insured Party is hospitalised.

**In the event that the persons referred to in the preceding paragraph do not have their habitual residence in Spain, they will be repatriated to their country of origin.**

### **6.4 Travel for a relative or companion in case of hospitalisation**



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**6.4.1** If the ill or injured Insured Party's condition requires hospitalisation **for a period exceeding five days**, ARAG will arrange for a relative of the Insured Party or the person designated by them, a round-trip travel, by plane (economy class) or train (1st class), so that they can accompany them during their hospitalisation.

**6.4.2** ARAG will pay, **upon presentation of the corresponding invoices**, the companion's accommodation expenses, **up to the limit indicated in the Particular Conditions of this contract**.

**6.4.3** In the event that the Insured Party was travelling with a companion, such that it were not necessary for the companion to travel as contemplated in the previous article 7.4.1, ARAG will pay, **upon presentation of the corresponding invoices**, the companion's accommodation expenses, **up to the limit indicated in the Particular Conditions of this contract**.

### **6.5 Convalescence in a hotel**

If medical recommendations do not allow the ill or injured Insured Party to return home, ARAG will cover the hotel expenses incurred by the convalescence **up to the limit indicated in the Particular Conditions of this contract**.

### **6.6 Repatriation or transportation of a deceased Insured Party**

Should the Insured Part pass away during a trip, ARAG will arrange for the transfer of the body to the place of burial in Spain and will be responsible for those expenses. These costs include postmortem conditioning according to legal requirements.

**Burial and ceremony costs are not included.**

ARAG will arrange and cover expenses for the return of the other Insured Persons to their home, **when they cannot do so through initially planned means**.

**In the event that the Insured Party does not live in Spain, they will be repatriated to their habitual residence in their country of origin.**

### **6.7 Early return due to the death of a relative**

If any of the Insured Party(s) must interrupt their trip because of the death of a relative, as defined in this policy, ARAG will cover round-trip transportation costs, by plane (economy class) or train (1st class), from where they are to the burial location.

Alternatively at their choice, the Insured Party may opt for two airline (economy class) or train (1st class) tickets, to their habitual residence.

### **6.8 Early return due to hospitalisation of a relative**

In the event that an Insured Party must interrupt their trip because of the hospitalisation of a relative, as defined in this policy, **due to an accident or serious illness requiring a minimum hospitalisation of 5 days, occurring after the start date of the trip**, ARAG will cover transportation costs to their residence.

Likewise, ARAG will cover a second ticket for the transportation of the person accompanying the Insured Party on that same trip, **provided that this second person is insured by this policy**.

### **6.9 Early return due to serious incident in the Insured Party's home or work premises**



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ARAG will cover the cost of a return ticket for the Insured Party if they need to return to their habitual residence early because of serious damage to their main residence or professional premises - **provided that the Insured Party is the direct operator or self-employed** - caused by fire, and **provided the fire has led to the intervention of firefighters**; theft reported to the police authorities or serious flood. The presence of the Insured Party has to be essential for any of these cases, they cannot be situations that can be resolved by a family member or a person they trust and **the event must have occurred after the start date of the trip.**

Likewise, ARAG will cover a second ticket for the transportation of the person accompanying the Insured Party on that same trip, **provided that this second person is insured by this policy.**

**The maximum limit of this coverage is Indicated in the policy's Particular Conditions.**

### **6.10 Loss of services contracted and not enjoyed because of hospitalisation**

If as a consequence of the Insured Party's hospitalisation, they do not enjoy services initially contracted, such as: excursions, meals or any other similar event, ARAG will compensate this loss **up to the limit established in the Particular Conditions**, according to the damages suffered.

**This circumstance must be verified through documentation related to the trip.**

### **6.11 Professional driver**

ARAG will send a professional driver to transport the vehicle and its occupants to their residence - or destination provided the number of days needed is not greater - as long as no other occupant can substitute them to drive the vehicle, in the following cases:

- When due to illness or accident the Insured Party has been transferred or repatriated or is unable to drive (according to medical criteria).
- When the Insured Party has passed away.
- When the insured driver was detained or arrested by a competent authority because of a traffic accident.

### **6.12 Telephone Medical Consultation Service**

When the Insured Party requires medical attention for minor pathologies, ARAG may use the remote medical consultation service with a medical professional to assist. This service may be provided through Video or Telephone Conferencing and images and files may be exchanged through any of the means made available to the Insured Party.

If the doctor treating the Insured Party approves it, the medication for each case may also be prescribed Remotely, always in accordance with current regulations on health and Personal Data Protection.

Consultations will be provided only when the Company considers it appropriate, and will be provided for pathologies as long as they are not serious - such as abrasions, allergies, arthritis pain, asthma, bronchitis, bruises, colds and flu, mouth ulcers, cough, diarrhoea, minor fevers, minor infections, insect bites, minor lacerations, conjunctivitis, rashes, upper respiratory tract infections, sinusitis, minor skin inflammations, sore throat, sprains, styes, minor urinary tract infections, fungal infections, vomiting, and any other symptoms that professionals consider appropriate to treat using this system.



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**This type of consultation will never be a substitute for in-person consultations that require a physical examination.**

**This service cannot be provided in cases of medical emergencies that require a direct visit to a hospital, when an appointment is requested outside established working hours, or for serious or chronic pathologies.**

**6.13 Travel cancellation expenses**

ARAG will cover the cancellation of a reservation and reimburse **the amount corresponding to one night, always up to the maximum limit indicated in the Particular Conditions**, invoiced according to the HOTEL general conditions of sale, **provided that the reservation is cancelled before the initiation the stay and for one of the following causes that occur after the insurance has been taken out, and provided the event that causes the cancellation is not contemplated in the exclusions mentioned in these General Conditions.**

1 - Due to death, hospitalisation of at least one night, serious illness or serious bodily injury of:

- a) The Insured Party or any of their relatives, understood as such in accordance with this Policy's General Conditions
- b) The Insured Party's family, their spouse, de facto couple or person who lives with them - family being understood as such in accordance with this Policy's General Conditions
- c) The person responsible for, during the trip, the Insured Party's children or disabled people under their care.
- d) The Insured Party's direct substitute in their job, provided that this circumstance results in the requirement from the Company in which they are employed preventing them from making the trip.

For the Insured Party, "Serious illness" is defined as an alteration of health requiring hospitalisation or the medical need for bed-rest, within the seven days prior to the trip and which medically prevents the commencement of the travel on the scheduled date.

For the Insured party, "Serious accident" is defined as non-intentional bodily harm inflicted on the victim, occurring from a sudden external action and which, in the opinion of a medical professional, results in the impossibility of the Insured party to commence the travel on the scheduled date, and for any of the aforementioned relatives it entails risk of death.

For any of the aforementioned persons, other than the Insured Party, an illness is considered serious when it implies hospitalisation for at least one night or the medical need for bed-rest for a period of at least three days, or when the illness entails risk of imminent death.

2 - Due to the Insured party being summoned as a witness or to serve on a jury in court.

3 - Being selected as a polling station staff member for state, autonomous or municipal elections.

4 - If the dates of any public examinations summoned through a public body that the Insured party will sit are announced after the insurance has been taken out. This may also affect the Insured Party as a member of the Tribunal for these exams.



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5 - Serious damages to the Insured Party's main or secondary residence, or professional premises if they are the direct operator or self-employed, caused by fire, explosion, robbery or by the force of nature and their presence is essential.

6 - Due to dismissal of the Insured party. In no case will this insurance be used upon termination of an employment contract, voluntary resignation or failure to pass a trial period. In all cases, the insurance must have been signed before a written notification of the dismissal was given to the employee by the Company.

7- The Insured party starting a new job, in a different company with an employment contract of longer than six months and provided that the incorporation occurred after registration of the travel and, therefore, after taking out this Insurance policy.

8 - When the Insured party must pay more than €600 to the tax department - the Ministry of Economics and Public Administrations - because of their end of year tax declaration.

9 - Act of aerial, terrestrial or naval piracy that makes it impossible for the insured party to start their trip on the scheduled dates.

10 - A call for the surgical intervention of the Insured party, including any prior medical tests that need to be carried out for such an intervention. (Including organ transplantation as a recipient or donor).

11 - A call for medical tests for the insured party or their first or second degree relative, made by the Public Health System as a matter of urgency, provided they are justified by the seriousness of the case.

12 - Serious complications in pregnancy where medical recommendations require the Insured party, their spouse, de-facto partner or live-in partner to rest or to be hospitalised, and as long as the complications that have arisen have occurred after taking out the insurance policy and put the continuity or development of that pregnancy at serious risk.

13 - Premature birth of the Insured party's child.

14 - Police arrest of the Insured party for non-criminal causes, occurring after the insurance has been taken out.

15 - Judicial summons for proceedings of a divorce that was agreed after the arranging the travel.

16 - An urgent requirement to join the armed forces, police or fire services, as long as the incorporation is notified after the insurance policy has been taken out.

17 - Medical quarantine following an accidental event.

18 - Unexpected call for organ transplantation of:  
The INSURED PARTY or a Family Member.  
The insured companion of the INSURED PARTY, registered in the same reservation.

19 - Request to sign official documents before the Public Administration during the trip.

20 - Delivery of a child for adoption, when the date coincides with the dates of the trip.

21 - An official declaration of a catastrophe in the INSURED PARTY's place of residence or travel destination. An official declaration of a catastrophe in a location that the Insured Party must cross to reach their destination is also



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covered by this guarantee, provided that this is the only way to access said destination.  
A maximum compensation amount of €30,000 is established per claim

22 - Judicial declaration of the bankruptcy of a company that prevents the INSURED PARTY from carrying out their professional activity.

23 - Theft of documentation or luggage that makes it impossible for the INSURED PARTY to start their trip

24 - Cancellation of the trip by the person who was to accompany the Insured Party on the trip, provided they had registered their trip, which this contract covers, at the same time as the Insured Party, and provided that the cancellation is due to one of the causes listed above and, because of that cause, the Insured Party has to travel alone.

25 - Cancellation of the trip by a relative of the Insured Party who was to accompany them on the trip, provided they had registered their trip, which this contract covers, at the same time as the Insured Party, and provided that the cancellation is due to one of the causes listed above.

In the event that the Insured Party change the dates of their reservation for any of the reasons established in this section of TRAVEL CANCELLATION EXPENSES, the additional expenses that are produced by that change will be covered **only when the amount does not exceed the penalty that would have been applied for cancelling the reservation.**

**In any case, the insurance must be taken out and communicated to ARAG the moment the reservation is made.**

**SPECIFIC EXCLUSIONS OF THIS TRAVEL CANCELLATION EXPENSES INSURANCE:**

In addition to that indicated in the “Exclusions” section of these General insurance Conditions, travel cancellations because of the following reasons are not covered:

**A) Aesthetic treatments, treatments, recommendations against travelling by air, not or recommendations against vaccinating, inability to follow recommended preventive medicinal treatment in certain areas, voluntary interruption of pregnancy, alcoholism, consumption of drugs and narcotics, unless they have been prescribed by a doctor and consumed in the manner indicated.**

**B) Psychic, mental or nervous illnesses and depressions that do not require hospitalisations, or do so but for less than seven days. Pre-existing ailments or pre-existing or chronic illnesses, as well as their consequences.**

**C) Illnesses that are being treated or that require medical attention within 30 days prior to either the date the trip was reserved or the date the insurance was taken out.**

**D) Having participated in gambling, contests, competitions, duels, crimes or fights except in cases of self-defence.**

**E) Epidemics, pandemics, both in the country of origin and the country of destination of travel, except in the case of SERIOUS ILLNESS of the Insured as covered by Cause 1 of Article 7.1, Travel Cancellation Expenses.**



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**F) Medical quarantine, pollution and natural disasters, both in the country of origin and in the country of destination of travel.**

**G) War (civil or foreign), declared or not, riots, popular movements, acts of terrorism, any effects from a source of radioactivity, as well as the conscious disregard of official prohibitions.**

**H) Not presenting, for any reason, essential documents for the entire travel, such as passport, visa, tickets, ID card or vaccination certificate.**

**I) Intentional acts, as well as self-harm caused intentionally, suicide or attempted suicide.**

**6.14 Reimbursement of holidays not enjoyed**

ARAG will reimburse, **up to the maximum limit indicated in this policy's Particular Conditions**, and subject to the exclusions mentioned in these General Conditions, an amount per day for holidays not enjoyed. This amount will be obtained by dividing covered capital by the number of days planned for the trip, and will be compensated by multiplying by the number of holiday days not enjoyed, after justification of the cost of the holidays.

**This coverage will be exclusively applicable when the Insured Party is obliged to interrupt their holidays in advance, and must return to their residence for any of the reasons listed in the Travel Cancellation Expenses coverage and is also subject to the specific exclusions which may occur after the start of the trip but which were not previously known by the Insured Party.**

**7. GENERAL EXCLUSIONS (for all coverages)**

**The agreed insurance does not include:**

**Voluntary acts by the Insured Party or those acts in which the said person is guilty of malevolent intent or gross negligence.**

**b) Ailments and chronic, congenital and/or pre-existing illnesses, as well as their consequences, suffered by the Insured Party prior to taking starting the trip, except those expressly covered.**

**c) Suicide death and injury or illnesses resulting from the intent of the Insured Party to injure themselves and those derived from criminal actions.**

**d) Diseases or pathological conditions produced by the consumption of alcohol, psychotropic drugs, hallucinogens or any drug or substance with similar characteristics.**

**e) Aesthetic treatments and the supply or replacement of hearing aids, contact lenses, glasses, orthoses and prostheses in general, as well as the expenses caused by births or pregnancies and any type of mental illness.**

**f) Injuries or illnesses arising from the Insured Party's participation in gambling, competitions or sports events, sports tests, and/or any adventure activities not expressly covered.**

**g) Conditions that result, directly or indirectly, from events produced by nuclear energy, radioactive radiation, natural catastrophes, military actions, riots or terrorist acts.**

**h) Injuries produced by the professional practice of any type of sport.**



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**i) The rescue of people in the desert and/or at sea.**

**j) Any type of medical or pharmaceutical expense of an amount lower than that stipulated in the Particular Conditions of the policy.**

**k) The use of medical aircraft except in Europe and always at the discretion of the Insurer's Medical Team**

### **8. Limits**

ARAG will cover the expenses contained herein, within the established limits and up to the maximum amount contracted in each case. In the case of events that have the same cause and have occurred at the same time, they will be considered one single loss.

ARAG will be obliged to pay the claim, except in the event that the loss was caused by the Insured Party's bad faith.

For coverages that include payment of an amount in money, ARAG is obliged to compensate at the end of the investigations and expert appraisals needed to establish the existence of the incident. In any event, ARAG shall pay within 40 days from the receipt of the declaration of incident,

the minimum amount of what it may owe, according to the circumstances known to them. If within three months from when the claim has been made, ARAG has not paid such compensation, and there is no justified cause for not doing so or the cause is attributable to them, compensation will be increased by a percentage equivalent to the legal interest in force at that time, increased in turn by 50%.

### **9. Declaration of an incident**

**When an incident requiring the use of this policy occurs, it is essential that the Insured Party notifies it to ARAG's emergency telephone service**, indicating the name of the Insured Party, policy number, location and phone number of the location and the type of assistance that is needed. This communication may be made with a collect call.

### **10. Additional provisions**

**The Insurer will not assume any responsibility for claims that have not been requested or that have been made without their prior agreement, except in cases of duly justified force majeure.**

When the direct intervention of ARAG is not possible in the provision of the services, the latter will be obliged to reimburse the Insured Party for the expenses duly credited that derive from such services, within the maximum period of 40 days from the presentation of the same.

**In any case, the Insurer reserves the right to request from the Insured Party any reasonable documents or evidence in order to process payment of the requested compensation.**

### **11. Subrogation**

Up to the amount of the total disbursed in compliance with the obligations derived from this policy, ARAG shall replace the Insured Party, their heirs or any other of their beneficiaries in the rights and actions that correspond to



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them when acting against liable third persons, physical or legal, as a consequence of the loss that caused the assistance provided.

In particular, this right may be exercised by ARAG against passenger road, maritime or air transport companies, when acting for the total or partial refund of the cost of tickets not used by the Insured Party(s).

**12. Prescription**

**The actions that derive from the insurance contract will prescribe in two years in the case of coverage for damages and in five in the case of coverage for people**

**13. Indication**

**If the content of this policy differs from the insurance request or the agreed clauses, the Policyholder may request that the Company rectifies the error within one month, starting from the date the policy is signed. If this period elapses without the Policyholder making such a request, the provisions of the policy will be followed.**

*For the Company  
P.P.*

*CEO  
Member of GEC*

THE POLICYHOLDER