



GENERAL CONDITIONS OF THE TRAVEL ASSISTANCE CONTRACT ENTERED INTO BETWEEN LLOGUERS I APARTAMENTS LITORAL ,S.L. AND EUROP ASSISTANCE ESPAÑA, S.A. DE SEGUROS Y REASEGURO

INSURER

EUROP ASSISTANCE ESPAÑA, S.A. DE SEGUROS Y REASEGUROS (hereinafter EUROP ASSISTANCE), which assumes the risk defined herein.

POLICYHOLDER

The private individual who, together with the Insurer, signs the contract herein and to whom the corresponding duties derived in contract apply, excepting those which, due to the nature thereof, must be fulfilled by the Insured Party.

INSURED PARTY

Private individual who rents a dwelling through the website of LLOGUERS I APARTAMENTS LITORAL, who subscribes the insurance herein as an option and who is notified to EUROP ASSISTANCE.

COMPANION

All persons, other than the Insured Party, who are registered in the same contractual booking, whether insured or not.

SERIOUS ILLNESS

Any unexpected alteration in the state of health of an individual which requires hospitalisation and impedes the commencement of travel by the Insured Party, prevents the continuation thereof on the anticipated date or carries with it the risk of death.

SERIOUS ACCIDENT

Any injury to the body derived from a cause which is violent, sudden, external and unintentioned by the victim, the consequences of which impede a normal relocation from the usual place of residence thereof.

INSURED LOSS

Any sudden, accidental, unforeseen event which is unintentioned by the Insured Party and whose detriment is covered by the guarantees herein. The collective detriment derived from a single cause shall be considered as a single, unique loss.

PURPOSE OF THE INSURANCE

The purpose of the insurance herein is to establish cover for the cancellation costs arising from the rental of holiday accommodation through the website of **LLOGUERS I APARTAMENTS LITORAL** which, in the general terms and conditions, is designated "Costs of prior cancellation of travel." The policy shall operate in accordance with the general terms and conditions defined hereinafter.

The settlement of possible indemnity due to the cancellation of travel booked and insured shall be applied to the total amount in Euro.

TERRITORIAL SCOPE

The coverage of this insurance policy shall be valid in Spain.

PROCEDURES IN THE EVENT OF CANCELLATION

Following notification of the cancellation of travel to the provider thereof and the cancellation itself, the Insured Party must inform **EUROP ASSISTANCE** of the cancellation of travel by means of a telephone call to 902.181.406, fax to 91.514.37.42 or by visiting the website of **EUROP ASSISTANCE** www.europ-assistance.es and accessing "Online claims reimbursement" in order to create a reimbursement claim, subsequently accrediting the cause of the cancellation of travel and submitting the invoices and corresponding original justifying certificates to:

Apartado de Correos 36316 28020 MADRID

In the event that more than one cause for the insured loss exists, the cause of the loss shall always be considered to be the first which occurs and is justified by the Insured Party.

The Insured Party must notify EUROP ASSISTANCE of the occurrence of the loss within a maximum period of 7 days as of the event.

Reimbursements performed by **EUROP ASSISTANCE** shall be made in accordance with Spanish law, in particular with regard to the stipulations concerning payments in cash and capital flows out of the national territory. In the case of the costs of the contingencies covered which the Insured Party had paid in cash outside of Spain, **EUROP ASSISTANCE** shall solely reimburse an amount equivalent to or exceeding 10,000 Euro or collateral thereof in foreign currency where a bank statement is supplied of the withdrawal outside Spain or where a declaration is made pursuant to Article 34 of Act 10/2010 on the prevention of money laundering.

PROCEDURES TO BE UNDERTAKEN BY THE INSURED PARTY IN THE EVENT OF A COMPLAINT

EUROP ASSISTANCE makes a Complaints Service system available to Insured Parties, the Regulations of which may be consulted at the website www.europ-assistance.es. Policyholders, insured parties, beneficiaries, aggrieved third parties or assignees of any of the aforementioned may present complaints in the section "Customer Protection" of the website or in writing to the Complaints Service:

Address: Servicio de Reclamaciones

Cl. Orense, 4 – Planta 14

28020 - MADRID





This independently managed service shall, within a maximum period of 2 months, attend to and resolve the written complaints directly addressed to it, in compliance with Statute ECO/734/2004 dated March 11 and Statute 44/2002 dated November 22.

Having exhausted the procedure of the Complaints Service system, the claimant may present the complaint to the 'Comisionado para la Defensa del Asegurado y del Partícipe en Planes de Pensiones' (Commission for the Defense of Insured Parties and Pension Plan Participants) which is assigned to the General Directorate of Insurance and Pension Funds, the address of which is:

Pº de la Castellana, 44 28046 - MADRID

SUBROGATION

EUROP ASSISTANCE shall be subrogated, up to the total cost of the services provided thereby, into the rights and proceedings corresponding to the Insured Party against any person responsible for the events and leading to the intervention thereof. Where the guarantees undertaken in performance of this Contract are covered in part or wholly by another Insurer or any other institution or person, **EUROP ASSISTANCE** shall be subrogated to the rights and proceedings of the Insured Party against the said company or institution.

To this end, the insured Party undertakes to actively collaborate with **EUROP ASSISTANCE** providing any help or furnishing whatever documentation may be considered necessary.

LEGISLATION AND GOVERNING LAW

For the purposes herein, the Insured Party and **EUROP ASSISTANCE** shall be subject to Spanish legislation and jurisdiction.

A judge having jurisdiction at the usual place of residence of the Insured Party shall acknowledge the entitlements in contract.

INSURANCE COVERAGE

Costs of prior cancellation of travel.

EUROP ASSISTANCE shall reimburse the deposit paid by the Insured Party, intended for holiday accommodation booked through the website of LLOGUERS I APARTAMENTS LITORAL invoiced to the Insured Party pursuant to the general conditions of sale of the provider. Rental must be cancelled prior to the commencement thereof and the said cancellation notified to the provider thereof.

Reimbursement shall be made in Euro.

The cover herein shall be valid as of the date of the rental contract and shall finalise at the moment at which the same enters into force. Cover shall be valid solely following a period of at least 72 hours between the subscription of the policy and the occurrence of an operative event leading to the cancellation of rental. The causes of cancellation leading to application of the cover herein must necessarily impede rental on the

dates contracted and must occur subsequent to the subscription of the insurance:

- 1. Serious illness, bodily injury or death of:
 - The Insured Party.
 - Immediate or second-degree family member or relative.
 - The person designated for the custody of minors or disabled persons.
 - The professional substitute.
- 2. Death of a relative of third-degree family relationship.
- 3. Serious damage to residence or professional premises of the Insured Party.
- 4. Employment dismissal of the Insured Party.
- 5. Commencement of employment in a new company in which the Insured Party had not been engaged during the previous six months. The multiple contracts entered into by temporary employment agencies in order to carry out tasks for other companies shall be considered as contracts for the companies in which the worker undertakes his or her activity.
- 6. Summons to appear as a party, witness in court or as a jury member.
- 7. Attendance at official public sector entry exams.
- 8. Summons to serve at an election polling station.
- Acts of air, overland or maritime piracy, which impede the commencement of travel by the Insured Party.
- 10. Costs of assignment of travel due to cancellation on the part of the Insured Party.
- Challenge to income tax declaration made by the Inland Revenue (Ministerio de Hacienda) for an amount greater than 600 Euro.
 - Cancellation of travel due to the Insured Party travelling on a similar journey won through a public, notarised draw.
- 12. Theft of documentation or luggage which prevents the Insured Party from commencing or continuing travel.
- Breakdown or accident to the vehicle owned by the Insured Party, or the spouse thereof, which impedes the commencement or continuation of travel.
- 14. Extension of employment contract.
- 15. Mandatory employment transfer, for a period of assignment of greater than three months.
- 16. Unexpected call for a surgical operation..
- 17. Complications to pregnancy or miscarriage.
- 18. Official declaration of a disaster area at the point of origin of the Insured Party.
- 19. Detention of the Insured Party by the police for non-criminal causes.
- 20. Summons for divorce proceedings.
- 21. Surrender of a child for adoption.
- 22. Summons for organ transplant.





- 23. Unexpected failure of the grant of visas without justification.
- 24. Award of official grants.
- 25. Any illness affecting insured parties of less than 2 years of age.
- 26. Summons for the submission and signature of official documents.
- 27. Declaration of insolvency proceedings against the company of the Insured Party.
- 28. Uninhabitability of the dwelling

Cover shall apply to the cancellation costs of an insured companion who is registered in the same booking where the Insured Party has cancelled due to any of the causes stipulated in the cover herein and where, as a result of the said cancellation, the said companion is obliged to travel alone.

Cover under the provision herein shall also apply to minors who are insured and registered in the same booking where one of the accompanying adults cancels due to any of the causes stipulated herein.

In order to claim indemnity against the provision herein, the Insured Party must present the following documents:

- Copy of the statement justifying the occurrence of the insured loss (medical report or death certificate, fire service report, report to police authorities, insurance company report...). This document must necessarily indicate the date of occurrence (hospitalisation, death, insured loss).
- Invoice and/or receipt for the payment of the deposit for the rental of the dwelling.

The costs of cancellation must necessarily be justified by the aforementioned required documentation.

EXCLUSIONS

This policy does not cover the costs arising from the booking of excursions, visits, entrance tickets or any other costs which are not exclusively related to transport and accommodation. Likewise, the policy does not cover the consequences of the following events:

- 1. Those intentionally caused by the Insured Party or the Beneficiaries of the policy.
- Illnesses and accidents derived from the consumption of alcoholic beverages, narcotics, drugs or medicines, other than those which have been prescribed by a doctor.
- Those which are the result of reckless disregard or negligence, as well as those which derive from criminal acts and participation in wagers, challenges or disputes, other than in cases of legitimate self-defence.

- 4. Suicide, attempted suicide or self-harm on the part of the Insured Party.
- 5. Epidemics or infectious diseases which appear suddenly and spread rapidly through the population, as well as those caused by pollution and/or contamination of the atmosphere.
- Wars, demonstrations, insurrections, acts of terrorism, sabotage, and strikes, whether officially declared or not.
- 7. The transmutation of the atomic nucleus, as well as radiation caused by the artificial acceleration of atomic particles.
- 8. Telluric movements, flooding, volcanic eruptions and, in general, those elements which are caused by the release of the forces of nature.
- 9. Refusal to submit to official prohibitions.
- Lack or impossibility of vaccination or to follow the necessary medical treatment in order to travel to certain countries.
- 11. The failure to present and/or expiry of the necessary travel documents, such as passport, visa (other than the unexpected failure of the grant of visas without justification), tickets or ID cards.
- 12. Any meteorological event which entails not undertaking the activities envisaged during travel, excepting cover due to the official declaration of a disaster area.
- Any cause which is not demonstrated by means of the justifying documents which corroborate the motive for cancellation.
- Any illness which is not serious in nature, other than those expressly covered.

Any cause which leads to cancellation or annulment and which is not specifically detailed as cover in the corresponding article shall be expressly excluded.