

# Causes of Cancellation

The INSURER shall cover, up to the limit established in the Schedule of Cover, the refund of the cancellation charges generated for cancelling the trip and which are payable by the INSURED in accordance with the general conditions of sale of any of the suppliers of the trip, provided that the trip is cancelled before the departure date for any of the reasons affecting the INSURED listed below, arising after the purchase of the insurance and which prevent the INSURED from travelling on the intended dates. This cover shall include duly-justified ADMINISTRATIVE EXPENSES, cancellation charges (if any), and any penalty that may have been applied by law or in accordance with the travel conditions.

# 3.1.1. For health reasons

- 3.1.1.1) Serious illness, serious accident, or death of
- The INSURED, his/her spouse or ascending or descending kin up to the degree of consanguinity, affinity, or laterality indicated in the Schedule of Cover of the policy.
- The INSURED's companion, booked as part of the same reservation and also insured.
- The INSURED's professional locum, provided that as a result it is essential for this position or responsibility to be filled by the INSURED.
- The person in charge of the custody of the minor children or dependent persons during the travel and/or stay period. In order for this cover to be valid, it is necessary to name the said person at the time the insurance is acquired.

The INSURED must immediately report the claim on the date on which it occurs, and the INSURER reserves the right to pay a medical visit to the INSURED, companion, professional locum, or person left in charge, to assess whether or not the event makes departing on the trip impossible. If the illness does not require hospitalization, the INSURED must report the claim immediately following the event that gave rise to the reason for cancelling the trip.

- 3.1.1.2) Receiving an unexpected appointment for a surgical operation, or for the medical tests prior to the said operation, provided that this circumstance prevents the INSURED from going on the trip. The INSURED, his/her spouse or ascending or descending kin up to the degree of consanguinity, affinity, or laterality indicated in the Schedule of Cover of the policy.
- The INSURED's companion, booked as part of the same reservation and also insured
- The INSURED's professional locum, provided that as a result it is essential for this position or responsibility to be filled by the INSURED.
- The person in charge of the custody of the minor children or dependent persons during the travel and/or stay period. In order for this cover to be valid, it is necessary to name the said person at the time the insurance is acquired.
- 3.1.1.3) In the event the INSURED, the companion, or his/her ascending or descending kin up to the degree of consanguinity, affinity, or laterality indicated in the Schedule of Cover of the policy is called to have an organtransplant operation, provided that he/she was already on the waiting-list at the time both the trip and the insurance were purchased.
- 3.1.1.4) In the event the INSURED or his/her ascending or descending kin up to the degree of consanguinity, affinity, or laterality indicated in the Schedule of Cover of the policy is called to have urgent medical tests to be performed by the Public Health Service, provided that the said tests coincide with the dates of the trip and are justified by the seriousness of the case.
- 3.1.1.5) Serious illness, serious accident, or death of the direct superior of the INSURED, occurring after the insurance was purchased and provided that this circumstance prevents the INSURED from going on the trip, at the request of the Company he is employed by.
- 3.1.1.6) Any serious illness affecting children under 48 months who are INSUREDS under this policy or firstdegree family members of the INSURED, arising during the 2 days prior to the date of departure and which prevents the trip from going ahead.
- 3.1.1.7) Serious pregnancy complications or miscarriage by the INSURED which, in the opinion of a medical expert, require her to rest or necessitate hospitalization. Giving birth and pregnancy complications are excluded as from the seventh month of pregnancy.
- 3.1.1.8) Giving birth prematurely by the INSURED, prior to the 29th week of pregnancy.
- 3.1.1.9) Side-effects of a vaccination required for the trip, provided that these give rise to a serious illness.

3.1.1.10) The INSURED testing positive in medical tests for coronavirus (COVID-19), provided that this entails isolation or medical quarantine or is deemed to be a serious illness, following doctor's instructions within the 12 days leading up to the trip departure date

3.1.1.11) Serious coronavirus (COVID-19) illness affecting a first-degree family member.

# 3.1.2. For legal reasons

3.1.2.1) Being called up for jury service or being summonsed as a witness by a Court of Law, with the exception of legal professionals.

3.1.2.2) Taking part in official civil-service examinations called by a public body after the insurance was purchased.

Any examinations held on dates prior to the start of the trip are excluded, as are civil-service examinations which the insured has enrolled for after the date the trip and/or the insurance was/were purchased.

- 3.1.2.3) Being selected to act as an election official.
- 3.1.2.4) Becoming aware, after the booking has been made, of a duty to assist with a tax inspection, where the amount payable exceeds €600.
- 3.1.2.5) The denial of visas for unjustified reasons. Situations where visas are denied because the INSURED has failed to perform the necessary formalities in due and timely manner are not covered.
- 3.1.2.6) Police detention of the INSURED for reasons not relating to a criminal offence.
- 3.1.2.7) Arrival of an adopted child.

Prior procedures or trips which are necessary to formalize the receipt of an adopted or fostered child are

#### excluded.

3.1.2.8) Summons calling the INSURED to attend divorce proceedings. Being called by one's own lawyer to perform formalities is excluded.

3.1.2.9) Traffic offence penalty in excess of €600.

# 3.1.3. For employment reasons

- 3.1.3.1) Dismissal of the INSURED from employment for non-disciplinary reasons, provided that when the insurance was purchased he/she had not been given verbal or written notice. Under no circumstances shall this cover apply in the event of the expiry of the employment contract or voluntary resignation or failure to pass a trial period.
- 3.1.3.2) Starting a new job by the INSURED, with a different employer, provided that this is with an employment contract and that this occurs subsequent to the purchase of the insurance, without any knowledge of this circumstance on the day the reservation was made. This cover shall also apply where the new job is started following on from a period of unemployment.

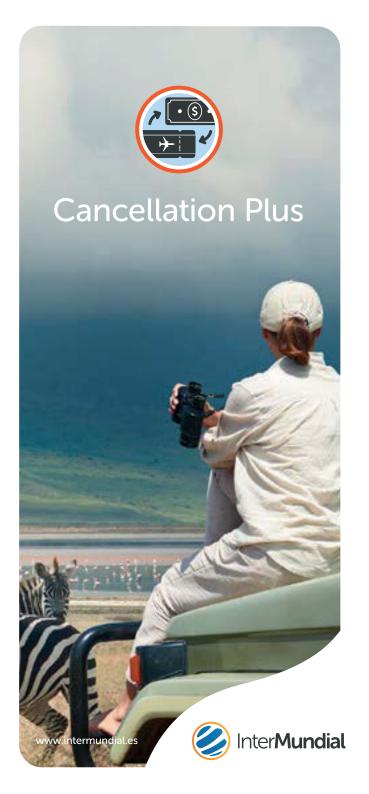
The multiple employment contracts used by temping agencies for the performance of tasks for other companies shall be deemed to be contracts for the companies where the employee performs his/her activities.

- 3.1.3.3) Compulsory transfer of employment for a term in excess of 3 months.
- 3.1.3.4) An extension to the INSURED's employment contract, provided that there has been no verbal or written notice.
- 3.1.3.5) Announcement of a Mass Redundancy Package directly affecting the INSU-RED as an employee whereby his/her working hours are partially or fully reduced. This circumstance must arise after the date on which the insurance was purchased.
- 3.1.3.6) A judicial declaration of the temporary receivership of a company, which prevents the INSURED from performing his/her professional activity
- 3.1.3.7) Announcement of a Temporary Mass Redundancy Package directly affecting the INSURED as an employee if his/her salary is reduced by more than 50%. This circumstance must arise after the date on which the insurance was purchased.

A Temporary Mass Redundancy Package caused by COVID-19 is covered by this cause.

# 3.1.4. For extraordinary reasons

3.1.4.1) Serious damage caused by fire, burglary, explosion, or other events affecting the main or secondary residence of the INSURED, or the professional premises where he/she performs a liberal profession or runs a company, requiring his/her presence.



- 3.1.4.2) A claim or accident affecting the INSURED's home, occurring after the insurance was purchased, in excess of €600 and which is not covered by his/her home insurance.
- 3.1.4.3) Acts of piracy, whether in the air, on land, or at sea, making it impossible for the INSURED to depart or continue with the trip. Acts of terrorism are excluded.
- 3.1.4.4) An official declaration that the place of residence of the INSURED, or the place of destination of the trip, is a disaster area. An official declaration that a place through which it is necessary to travel in order to reach the destination is a disaster area is also covered, provided that this is the only route through which it is possible to reach the said destination. A maximum indemnity of  $\in$ 30,000 per claim is established for this cause
- 3.1.4.5) Request for urgent and compulsory enlistment into the ranks of the Armed Forces, Police, Civil Guard, or Fire Brigade
- 3.1.4.6) Request for urgent and compulsory return to work for Healthcare Workers in the event of a COVID-19 crisis.

# 3.1.5. Other reasons

- 3.1.5.1) Robbery of the documents necessary to go on the trip, occurring on dates or in circumstances which make it impossible to go through the procedure for having the said documents replaced prior to the trip, thereby making it impossible for the INSURED to go on the trip. Theft, loss, or misplacement are excluded.
- 3.1.5.2) Winning a trip and/or stay similar to the one that has been purchased, free of charge, in a public lottery conducted before a Notary Public.
- 3.1.5.3) Award of official scholarships preventing the trip from going ahead.
- 3.1.5.4) Cancellation of the wedding ceremony, with official proof of this circumstance, provided that the insured trip was a Honeymoon.
- 3.1.5.5) Breakdown affecting the vehicle owned by the INSURED preventing the trip from commencing or continuing, provided that the main mode of transport for the trip is the said vehicle. The breakdown must require a repair that takes more than 8 hours or that costs more than  $\in\!600$ , in both cases according to the manufacturer's guidelines.
- 3.1.5.6) Theft or accident affecting the vehicle owned by the INSURED preventing the trip from commencing or continuing.
- 3.1.5.7) Robbery, death, illness, or serious accident affecting the animal kept as a pet or to guard. For the purposes of this cover, it is an essential requirement that the animal is owned by the INSURED, that it resides with the INSURED at his/her home address, and that it is registered and identified by way of its badge/tattoo/microchip number

The following definitions apply for the purposes of this Policy:

- Robbery of the animal kept as a pet means unlawful appropriation of the animal by third parties by way of acts involving force against property or violence against the person. The INSURED must file a copy of the police report in respect of the said robbery, which must be dated no more than 3 days prior to the date of departure.
- Illness or serious accident affecting the animal kept as a pet means an impairment to its health, provided that, in the opinion of a veterinary surgeon, it is established that this has occurred after the insurance was purchased and that constant attention and treatment are required. This veterinary opinion must arise within the 12 days leading up to the date of departure.

This cover shall not apply to animals that are already sick, or heavily pregnant, or that have recently given birth, or to young animals less than 2 months old, when the insurance is purchased.

5.9) Cancellation by persons who are to accompany the INSURED, up to a maximum of two, who are travelling as part of the same booking and insured under this same policy, provided that the cancellation is for any of the reasons included under this cover and that as a result of this the INSURED will have to travel alone. Persons aged under 18 do not count towards the number of companions if they are the only travellers left or are accompanied by just one adult.

If the accompanying INSURED decides to go ahead with the trip and travel alone, the INSURER shall pay any additional costs that the travel provider may charge him/her as a supplement up to a maximum sum of  $\in\!180$  per insured person.

In this case just two insured persons shall be covered as a result of a companion cancelling for any reason covered by the policy.

3.1.5.8) Any additional costs that may be generated by changing the person in whose name the booking is made, in those cases where the INSURED assigns the trip in favour of another person, provided that the said assignment is made for one of the reasons covered by this policy and the value of these costs does not exceed the cost

of cancelling the trip.

3.1.5.9) Abandonment of the trip by the INSURED following a delay to the mode of transport in excess of 24 hours making it impossible for the purpose of the trip to be fulfilled, or when more than half of the total duration of the trip has elapsed. Cancellation charges shall be refunded provided that these have not already been paid by the transport provider. A maximum indemnity of  $\leqslant$ 30,000 per claim is established. In all cases it is an essential requirement that the said cover has been purchased at the same time or no more than 7 days after the insured trip was booked.