

The logo for Coverontrip, featuring the word "coverontrip" in a white sans-serif font. The letter "t" is stylized with a vertical orange bar extending upwards and downwards, resembling a cross or a plus sign.

coverontrip

# CANCELLATION COVERONTRIP COTCARD



# COVERONTRIP CANCELLATION

## 1.- PRELIMINARY CLAUSE

This contract is governed by Law 50/80 of October 8th (registered in the BOE (Official Bulletin) of October 17) on Insurance Contract, by Law 20/2015, of July 14, on management, supervision and solvency of insurance and reinsurance companies, by the modifications and adjustments thereof and by their regulatory provisions.

In accordance with the Rule of Law, the Conditions of the present insurance contract have been written as clearly and precisely as possible, in order to enable all interested parties to understand the exact scope of the contract.

- 1.1 Information provided by the Insurance Contracting Party in the Insurance Application and/or information attached to the latter, is the basis of the terms and conditions of the insurance, including calculation of its price, and the essential reason for which the insurance provider enters into this contract.** If there is any withholding or inexactness of information at the time the latter is provided, the balance of contract would be violated.
- 1.2 The Insurance Contracting Party must inform the insurance provider of the nature and circumstances of any risk and report any circumstance known by the Contracting Party that might affect the assessment of such. This obligation precedes the signing of the contract, thus as stated in the questionnaire provided to the Contracting Party by the insurance provider, the former must declare any and all circumstances that could affect the assessment of the risk, to the insurance provider.**
- 1.3 This insurance shall be formalized once the contract or provisional letter of coverage is duly signed by the contracting parties and shall take effect upon the date and time stipulated in the Particular Conditions.**
- 1.4 Should the contents of the contract differ from the Insurance proposal or the agreed clauses, the contracting party shall be entitled to demand within the one month period from the delivery of the contract, the Insurance Contracting Party may demand that any existent discrepancy be corrected. Once said period transpires, should no such demand be made, the provisions of the Insurance shall prevail.**

## 2.- DEFINITIONS

The following definitions shall apply to this contract:

**ACCIDENT:** Any event due to a violent, sudden, external cause and extraneous to the intentionality of the Insured Person that produces objectively appreciable bodily injury.



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**PROFESSIONAL ACTIVITY WITH INCREASED RISK:** Those professions or sectors with a predominant component or physical development, both in processes and in results, with serious potential impairment to the health, partial or integral, of the worker, of suffering a work-related accident, sequelae and/or common illness. or professional, even under regular, diligent or agreed on performance, with or without the use of machinery and/or external elements. Included in this definition are professional and/or sectoral activities whose handicrafts or physical development are differentiating from predominantly intellectual activities.

**INSURANCE PROVIDER: IRIS GLOBAL Soluciones de Protección Seguros y Reaseguros S.A.** the insurance provider that assumes the contractually agreed risk, **subject to Spanish Law and having its registered office in Spain.**

**INSURED PERSON:** Each of the persons who, belonging to the insurable group, satisfies the conditions of adhesion and who **is on the list of persons included in the insurance**, which is contained in the Particular Conditions or its annexes.

**HOSPITAL FACILITY:** A public or private Hospital, Healthcare Center or Clinic that is legally authorized to provide medical treatment of illnesses or body injuries, using material and human resources necessary for diagnosis, treatments, and surgical operations. **Spas, rest homes, nursing homes and similar establishments are not considered to be Hospital Facilities.**

**CONTRACTING PARTY:** The natural or legal person who signs this contract with the Insurance provider and represents the Insured Group to which the obligations arising from it correspond, except those that by their nature must be fulfilled by the Insured persons or their Beneficiaries.

**QUARANTINE:** Temporary isolation of individuals in order to prevent the spread of infectious disease.

**ADDRESS OF THE INSURED PERSON:** That of his residence in Spain, except in the case of Insurance contracted for trips to Spain when the Insured person has his residence abroad, or of citizens of third countries on trips abroad.

For the purpose of the guarantees and indemnity limits described in each of the latter, **the address of the Insured Person is the latter's usual address in the different countries of origin**, therefore, whenever the word Spain appears, the latter shall be understood to be the country of origin of the Insured Person, and whenever the word foreign appears it shall be understood to be all other countries, other than that of the address of the Insured Person.

**WILFUL MISCONDUCT:** Intention to cause damage, injury or artifice, to a greater or lesser degree.

**PUBLIC HEALTH EMERGENCY OF INTERNATIONAL MAGNITUDE:** A serious and unexpected event with an international spread that requires international or national health authorities to take measures to restrict travel and/or trade.

**ILLNESS:** Any alteration of the health condition of the Insured Person, whose diagnosis and confirmation is made by a legally recognized doctor, and whose assistance is necessary.

**CONGENITAL ILLNESS:** It is the one with which a person is born, contracted in the womb of the mother.



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**SERIOUS ILLNESS:** Any alteration of the health condition of the Insured Person, which requires urgent and essential assistance of medical services to preserve the life of the Insured Person.

**PRE-TRAVEL ILLNESS/PRE-EXISTING ILLNESS:** Any illness, disease or injury previously diagnosed or treated medically or purely symptomatic, initiated or contracted prior to the start date of the trip.

**TERMINAL ILLNESS:** Any advanced, progressive and incurable condition for which there are no possible chances of response to specific treatment and for which the survival rate is less than 12 months.

**BAGGAGE:** Any items of personal use that the Insured Person takes along during a trip, as well as any articles issued by any transportation carrier.

**STABILIZATION OF THE PATIENT:** The moment in which the breathing of the patient is guaranteed, bleeding is under control, the shock has been treated and fractures immobilized, and when the deterioration of the patient's condition is interrupted and his vital signs (blood pressure, pulse, breathing and tissue perfusion) are stabilized.

**EVENT:** A set of individual claims that arise or are directly caused by a single occurrence or contingency.

**FAMILY MEMBERS:** Only the spouses, partners, children, parents, grandchildren, grandparents, brothers, in-laws, sons-in-law, daughters-in-law and brothers-in-law of the Insured person are considered family members, except as provided for each Coverage. In addition, the legal guardians of the Insured person shall have this condition.

**DATE OF THE EVENT:** The date of occurrence of a foreseeable risk guaranteed by the Insurance, due in any and all cases to an accident or event that takes place during the term of the insurance contract.

**SKI PASS:** Fixed price pass or ticket that allows those who purchase it to make free use of ski facilities.

**DEDUCTIBLE AMOUNT:** It is the amount or percentage, expressly agreed, that in a Compensation for a covered event is borne by the Insured Person.

**INSURABLE GROUP:** The group of physical persons, united by a common bond, previous or simultaneously to the insurance agreement contract, but different from it, that comply with the requirements to be an Insured Person.

**HOSPITALIZATION:** It involves the hospitalization record of the patient and his or her justified stay in the hospital for a minimum of 24 hours.

**PETTY THEFT:** Removal of the property of another person, for personal gain, without the use of violence or intimidation of the individual, or the use of force on property.

**ABSOLUTE PERMANENT INCAPACITY:** Situation whereby the Insured person is permanently and irreversibly incapacitated to carry out any profession.

**ORTHOTICS:** Aid or other external device applied to the body to modify the functional or structural aspects of the neuromusculoskeletal system. Equipment or devices, splints, technical aids and supports



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used in orthopedics, physical therapy and occupational therapy that correct or facilitate the execution of an action, activity or displacement, seeking energy savings and greater safety. They serve to support, align or correct deformities and to improve the function of the locomotor system.

**PARTNER:** Spouse, or domestic partner who is legally inscribed in an Official Registry, either local, regional or national, and other comparable accredited situations of cohabitation.

**POLICY:** It is the document that incorporates the Insurance Contract. It is constituted by the General and Particular Conditions that have been delivered to the Insurance contracting party / Insured Person at the time of the signing. Special Conditions may also exist for certain risks or insurable groups. **The Policy, also known as the Insurance contract, includes the Supplements or annexes that amend or complete its content.**

**PREMIUM:** The price of the Insurance including taxes.

**USUAL RESIDENCE:** The place where the Insured Person has his / her main dwelling. In case of doubt, it will be understood to be the one which appears as such in the census inscription.

**RISK:** Motive or reason for which the Insurance is contracted. It is the possible damage that the Insured person expects to see repaired, compensated or attended by the Insurance.

**THEFT:** Removal of the property of another person through violence or intimidation to the other individual or the use of force on property.

**INSURANCE WITH MAXIMUM COVERAGE AMOUNT:** The form of insurance by which a certain maximum amount is guaranteed up to which the insured risk is covered, regardless of the total value, without, therefore, the proportional rule being applied.

**INSURED AMOUNT:** The amount established in the Particular, Special and General Conditions, which constitutes a maximum compensation or reimbursement limit payable by the Insurance provider for the combined total of claims that occur over the term of the Insurance.

**EMERGENCY:** Serious health damage situation that requires medical-health care that, if not provided immediately, could endanger the life of the patient or his or her physical integrity or cause permanent impairment in to his or her health.

**TRIP ABROAD:** Any trip and stay of the Insured Persons outside their country of domicile and/or usual residence.



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## 50.- CANCELLATION EXPENSES

The Insurance provider shall be responsible for the amount specified in the Particular Conditions to reimburse the travel cancellation costs that are incurred by the Insured person and are invoiced by application of the general conditions of sale of the Agency or any of the suppliers of the trip, **whenever not recoverable by the Insured person**, in the case that the Insured person had to **cancel the trip before its start for any of the reasons detailed below, which occurred after the insurance was contracted and forced the Insured person to cancel or postpone the trip on the scheduled date.**

For the purposes of this Insurance, the management expenses, cancellation costs, if any, and the penalty that according to the law or the conditions of the trip may have been applied shall be understood as included in this coverage.

### 1. For health reasons:

#### 1.1 Death, serious bodily accident or serious illness:

- Of the Insured person or of any person indicated in the definition: Relatives. In the case of first-degree descendants who are **under 24 months old**, the illness shall not be required to be serious.
- Injury of the insured athlete, in the event that the insured that is going to develop a sport activity gets injured or worsens his or her ailment which leads to the impossibility of carrying out any sport activity, as long as it is prescribed by a doctor, and the ailment does not allow the insured to travel in order to perform the sport activity.
- This coverage will also be applicable when the hospitalized or deceased person keeps any of the aforementioned relationships with the spouse, domestic partner or person who, as such, lives permanently with the Insured person.
- Of the person in charge during the trip of the custody of the minor children or disabled relatives of the Insured person who are legally dependent on the latter.
- Of the direct superior of the Insured person at his job, provided that this circumstance prevents him/her from making the trip at the request of the Company he/she works for.

#### To be taken into account by the Insured person:

In relation to the Insured person, serious illness means an alteration of health that implies hospitalization or the need to stay in bed **within 7 days prior to the trip**, and which **makes it, medically impossible to start the trip on the scheduled date.**

When the disease affects any of the aforementioned persons, other than the Insured person, it shall be understood as serious when it involves hospitalization **within 7 days prior to the trip or carries the risk of imminent death.**

A serious accident is understood as bodily harm, unintentional on the part of the victim, arising from the sudden action of an external cause and which, **in the opinion of a medical professional,**



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**makes it impossible for the Insured person to start the trip on the scheduled date, or involves a risk of death** for any of the aforementioned relatives.

**1.2. Call for surgical intervention** of the Insured person, provided that he/she was already on the waiting list at the time of contracting both the trip and the insurance.

**1.3. Call for medical tests** of the Insured person or first-degree relative, carried out by the Public Health as a matter of urgency, provided that they are justified by the seriousness of the case.

**1.4. Summons for transplantation of an organ** to the Insured person or first-degree relative, provided that he/she was already on the waiting list at the time of contracting both the trip and the insurance.

**1.5.** Whenever the Insured, person his / her spouse, domestic partner or the person who, as such, lives permanently with the Insured person, must stay in bed **by medical prescription as a consequence of a risky pregnancy, provided that this risky state has initiated after the contracting.**

**1.6. Serious complications in the state of pregnancy** that, due to a medical prescription, require rest or require hospitalization of the Insured person, his / her spouse, domestic partner or person who, as such, lives permanently with the Insured person, **provided that such complications have occurred after the contracting of the Insurance and seriously jeopardize the continuity or the necessary development of said pregnancy.**

**1.7. Premature delivery of the Insured person.**

## **2. For legal reasons:**

**2.1. Citation, as part, witness or jury** of a Civil or Criminal Court.

**2.2. Citation as a member of an electoral table,** for elections at a regional or municipal state level.

**2.3. Citation for presentation and signing of official documents.**

**2.4. Delivery of a child for adoption,** which coincides with the planned dates of the trip.

**2.5. Citations for notarized divorce proceedings.**

**2.6. The unexpected denial of a visa.**

**2.7. The imposition of a traffic sanction which amount exceeds € 600,** provided that both the infringement committed and the knowledge of its sanction **had occurred after contracting the trip.**

**2.8. Withdrawal of the driving license, as long as the vehicle was to be used as a means of transportation for the trip and none of the companions of the Insured person could substitute** for driving the vehicle.

## **3. For work reasons:**



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**3.1.** Non-disciplinary **dismissal of the Insured person**, as long as it occurs after contracting the Insurance and before the start of the trip.

**3.2.** Presentation of an **Employment Regulation File** that directly affects the Insured person as a worker, seeing his or her working day reduced, totally or partially. **This circumstance must occur after the subscription date of the insurance.**

**3.3. Incorporation of the Insured person to a new job, in a company different from the one where he/she performed their last job, provided that it is regulated with an employment contract and that the incorporation occurs after the insurance subscription.** This coverage shall also be valid when the incorporation is made from an unemployment situation.

**3.4. Geographical transfer of the job as long as it involves a change of address of the Insured person during the scheduled dates of the trip and he/she is self-employed.**

**3.5. Presentation to official exams**, both as a respondent or as a member of the examination court, **convened and announced through a public body after the insurance is signed and that coincides with the dates of the trip.**

**3.6. Dismissal of any of the parents** of the Insured person, when the trip has been paid by one of them.

**3.7. Extension of the employment contract that prevents the completion of the trip.**

## **4. For extraordinary causes:**

**4.1.** Act of **air piracy** that makes it impossible for the Insured person to start the trip on the scheduled dates.

**4.2. Declaration of catastrophe zone**, due to natural catastrophes, at the place of residence of the Insured person or at the destination.

**4.3.** Judicial declaration of **suspension of payments or bankruptcy** of the company for which the Insured person works.

**4.4.** Serious damage caused by **fire, explosion, theft or by force of nature**, at the main or secondary residence, or at the professional premises of the Insured person and **whenever his / her presence is imperatively necessary.**

**4.5.** A requirement for **urgent and inexcusable incorporation into the Armed, Police or Fire Forces**, provided that it has occurred after the insurance is contracted and that it was not known at the time of making the reservation.

## **5. Other causes:**





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**5.1. Income Declaration made in parallel** by the competent tax authority that results in an amount to be paid by the Insured person **greater than € 600**

**5.2. Cancellation of the people who have to accompany the Insured on the trip**, with a maximum of 4 people in the case of those listed in the definition of family members and 1 person in other cases, registered at the same time as the Insured and insured by this same contract, provided that the cancellation has its origin in one of the causes established for this coverage of Travel Cancellation Expenses not started.

**5.3. Breakdown or accident related to the vehicle owned by the Insured person that makes it impossible to start the trip.**

Notwithstanding the foregoing, and provided that the trip is not canceled by the Insured person, the Insurance provider **shall guarantee the reimbursement of the reasonable and justified expenses** for the rental of a vehicle to continue the trip as originally planned. The **maximum amount to be paid by the Insurance provider shall be the lesser of the following amounts:**

a) **50%** of the cost of the cancellation expenses that would have been generated if the said trip had been canceled at the time of the accident or breakdown.

b) **50%** of the sum insured of the trip cancellation guarantee.

**In the event of the cancellation of the trip due to any of the other causes reflected in the Insurance conditions, and if this coverage has already been compensated, the total amount of the cancellation expenses generated shall be deducted from the amount paid out of this coverage.**

**5.4. Theft of documentation or baggage that makes it impossible for the Insured person to start the trip.**

**5.5. Cancellation of a wedding ceremony** provided that the insured trip was a honeymoon.

**5.6. Obtaining a trip and/or stay similar to that contracted**, free of charge, **in a public draw and before a Notary.**

**5.7. Concession of official scholarships that prevent the completion of the trip.**

**5.8. Change of school** of the Insured person or of children living with him/her, **once the academic year has already started.**

**In the Annual Modality (Individual or Family), the insured amount for this coverage is established per insurance annuity, so that, in the case that the total amount covered is consumed on an event under coverage, this section shall no longer supply effect until the next annuity, in which the full replenishment of the insured amount would take place.**

**Exclusions applicable to Cancellation Expenses Coverage**

**Travel cancellations originated due to the following shall not be covered:**



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- a) Cures, aesthetic treatments, contraindication or lack of vaccination, contraindication to fly, the impossibility of following medical treatment at the place of destination, voluntary termination of pregnancy, alcoholism and illegal drug use.
- b) Mental, nervous or psychiatric illnesses, depressions that do not involve hospitalization, or with a hospitalization period of fewer than seven days.
- c) Diseases or illnesses prior to the reservation of the trip, as well as its consequences, unless it forces hospitalization for more than 24 hours and with a medical discharge date at least 7 days prior to the start date of the trip, except as indicated in points 1.2. and 1.4.
- d) In general, all cancellations for causes prior to the time of contracting that were known to the Insurance contracting party and/or Insured person.
- e) Participation in fights, crimes, bets, contests, competitions, except in cases of self-defense established by a Court.
- f) Restrictions related to the mobility of the Insured person imposed by the governments or competent health authorities in situations of quarantine, epidemics or pandemics, both at the country of origin of the insured person and at the destination, which make it impossible to start the trip.
- g) Conscious breach of official prohibitions.
- h) The non-presentation, for any reason, of the indispensable documents in every trip, such as passport, visa, flight tickets or vaccination certificates.
- i) Intentional acts, as well as self-harm, caused intentionally, suicide or attempted suicide.
- j) Events caused by radiation from nuclear transmutation or decay or radioactivity, as well as those derived from biological or chemical agents.

## 51.- VACATION REIMBURSEMENT

The Insurance provider shall reimburse the Insured person, **up to the maximum amount established in the Particular Conditions**, the cost of the services, contracted **prior to the start of the trip and after documentary justification for the payment thereof, which could not have been used or fully or partially reimbursed** as a consequence of the anticipated conclusion of the scheduled trip, which necessarily implies the return of the Insured person to his / her usual place of residence, for any of the following causes, occurred during the course of the trip:

- a) Due to an accident or illness of the Insured person.



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- b) Due to the hospitalization of an uninsured relative **which requires a minimum stay of 24 hours**, once the trip has started.
- c) Due to death, **during the trip**, of the Insured person or an uninsured relative.
- d) Due to serious damage to the home or professional office of the Insured person, **occurred after the start date of the trip**, caused by a fire that has led to the intervention of firefighters, an explosion, an act of theft reported to the police authorities or a serious flood **that requires the presence** of the Insured person.

For the purposes of this coverage, any of those indicated in the definition of Family Members shall be considered a relative of the Insured person. This coverage shall also apply when the hospitalized or deceased person has any of those same relationships with the spouse or partner of the Insured person. This coverage shall also be extended to a companion that the Insured person might have during the trip, provided that he/she is also covered by this Insurance, in case he/she decides to end the trip early to accompany the Insured person to the usual place of residence.

When a family is traveling together, the early return of all the members of the same shall be contemplated, **up to a maximum of four people**. If it is a family with minor children, two more would be included, **up to a maximum of six people**.

## To be taken into account by the Insured person:

- **The amount of the reimbursement shall be obtained by dividing the total cost of the contracted and paid services by the number of travel days established in the Particular Conditions of the Insurance and then multiplying the daily amount, obtained by means of that calculation, by the number of lost travel days.**
- **The count of lost travel days shall be carried out from the day following that on which the event that led to the interruption of the trip occurred.**
- **In the Annual Modality (Individual or Family), the insured amount for this coverage is established per insurance annuity, so that, in the case that the total amount covered is consumed on an event under coverage, this section shall no longer supply effect until the next annuity, in which the full replenishment of the insured amount would take place.**

## Exclusions applicable to Vacation Reimbursement Coverage

The following lack coverage in this insurance:

- a) **Early returns that have not been communicated to the Insurance provider and that have not been made by or with its agreement, except in cases of force majeure or proven material impossibility.**
- b) **Events under coverage intentionally caused by the Insured person, the Insurance Contracting Party, the Beneficiaries or persons traveling with the Insured person.**



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- c) Any reimbursement requested in those cases in which the return of the Insured person occurred on the date scheduled for the end of the trip or after it.
- d) Illnesses or injuries that occur as a result of chronic or pre-travel conditions (except worsening or decompensation of a chronic disease during the trip).
- e) Psychiatric and mental illnesses and depression without hospitalization.
- f) Illnesses or injuries that occur in the exercise of the professional activity of aggravated risk.
- g) Voluntary acts, as well as intentional self-harm, suicide, or suicide attempt.
- h) Treatment, diseases or pathological states produced by ingestion or administration of toxins (drugs), alcohol, narcotics or by the use of medicines without medical prescription.
- i) Births.
- j) Pregnancies, except for unforeseeable complications during the first 24 weeks of gestation.
- k) Participation in bets, duels, crimes, fights, except in cases of legitimate defense.
- l) Terrorism.
- m) Aesthetic treatments, periodic reviews, cures, contraindications for air travel, vaccinations, the impossibility of following the recommended preventive medicinal treatment in certain destinations, the voluntary interruption of pregnancy.
- n) The non-presentation, for any reason, of the necessary documents in any trip, such as passport, visa, tickets, ID or vaccination certificates.
- o) Covered events that are caused by radiation from nuclear transmutation or decay or radioactivity, as well as those derived from biological or chemical agents.
- p) Public Health Emergency of International Relevance.

## F) OPTIONAL WINTER SPORTS COVERAGE

### 52.- RESCUE ON SKI RUN

The Insurance provider shall be responsible, **up to the amount established in the Particular Conditions**, for the payment of sleigh rescue expenses inside the ski resort, when it is the **result of an accident of the Insured Person occurred within the ski runs**, provided that **said amount has been previously paid by the Insured Person and when it is not recoverable by the same**.



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## 53.- GROUND AMBULANCE EXPENSES

The Insurance provider shall be responsible, **up to the amount established in the Particular Conditions**, for the payment of ambulance transportation expenses from the ski resort to the nearest hospital, **when it is the result of an accident of the Insured Person within the ski runs, provided that said amount has been previously paid by the Insured Person and when it is not recoverable by the same.**

## 54.- CRUTCH EXPENSES DUE TO ACCIDENT

The Insurance provider shall be responsible, **up to the amount established in the Particular Conditions**, for the payment of crutch expenses, whenever necessary due to an **accident of the Insured Person while skiing, provided that said amount has been previously paid by the Insured Person and when it is not recoverable by the same.**

## 55.- SKI PASS EXPENSES

The Insurance provider shall be responsible, **up to the amount established in the Particular Conditions**, for the reimbursement of the cost of the unused ski pass, **in case of accident of the Insured Person while skiing, which forces their repatriation, transfer or early return, provided that said amount has been previously paid by the Insured Person and when it is not recoverable by the same.**

## 56.- LOSS OF SKI LESSONS

The Insurance provider shall be responsible, **up to the amount established in the Particular Conditions**, for the reimbursement of the cost of unused ski lessons, in the event of an **accident of the Insured Person while skiing, which forces their repatriation, transfer or early return, provided that said amount has been previously paid by the Insured Person and when it is not recoverable by the same.**

## Exclusion applicable to Winter Sports Coverage

**The coverage contracted do not include the consequences of an off-piste mountain accident or the circuits established for the activity in question.**

## 4.- GENERAL EXCLUSIONS

**Damages, situations or expenses, which are a consequence of the following, are not covered by this contract:**

- a) **Services that have not been previously communicated to the Insurance provider and those for which agreement of the latter has not been obtained, except in cases of duly accredited material impossibility.**



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- b) If the Insured Person refuses to be transferred or repatriated at the time or under the conditions determined by the medical service of the Insurance provider, all coverage contained in the contract and the resulting expenses shall be automatically suspended as a result of that decision.
- c) The expenses incurred once the Insured person is at the usual place of residence, those incurred outside the scope of application of the insurance coverage, and in any case, once the dates of the trip object of the contract have concluded, except for what is indicated in the Medical Expenses coverage.
- d) Those derived from the professional or remunerated practice of any sport (including training), as well as those that occur during the participation of the Insured Person in competitions of any type and in any case the practice of the following modalities even if amateur: motorsports, mountaineering, canyoning, climbing, caving, hunting, skiing and/or winter sports, gymnastics, bungee jumping, water sports, underwater and diving, the use of light aircraft and any other sports involving aerial risk (such as parachuting, hang gliding, ballooning, etc.), horse riding, boxing, any form of wrestling, martial arts, bullfighting, "capeas", bull runs and the participation in any other bullfighting show; and, in general, any sport or recreational activity of a notoriously dangerous or high-risk nature.
- e) The use, as passenger or crew member, of means of air or maritime navigation (unless traveling as a paying passenger on a regular flight) not authorized for public passenger transport, as well as helicopters.
- f) The rescue in mountains, chasms, seas, jungles or deserts, in unexplored regions, except as provided in the coverage "Search and Rescue Expenses". Trips aimed at exploration or by submarine are excluded.
- g) Those caused directly or indirectly by the bad faith of the Insured Person, by their participation in criminal acts, or by their intentional, seriously negligent or reckless actions. Participation of the Insured in bets and/or challenges - disputes and/or quarrels except for legitimate self-defense or in an attempt to save people or property. Fraudulent acts of the Contracting Party, Insured Person, Beneficiary or their family members, as well as suicide or attempted suicide.
- h) The consequences of the actions of the Insured Person in a state of mental alienation or under psychiatric treatment, drunkenness or under the effects of drugs or narcotics of any kind are not covered. For these purposes, it will be considered that there is drunkenness when the Insured person, medical professional or competent authority declares it or when the Insured person refuses to undergo the alcohol or toxicology test.
- i) Incidents derived from armed conflict or war, even if not declared, terrorism, rebellion, revolution, invasion and insurrection, the use of military power or usurpation of government or military power, riots, popular riots, earthquakes, seismic movements, floods, hurricanes, tsunamis, volcanic eruptions and other phenomena of extraordinary character or events that due to their magnitude and severity are classified as a catastrophe or national calamity, notwithstanding that



Innovation and Digitalization  
2019 Award  
by INESE & IMAP



Most Influential Insurtech  
2018 Award  
by Finnovating



InsurTechNow  
2017 Award  
Global Summit for Insurance Innovation  
by Inese



Speaker of ITIC Barcelona and Geneva Conference  
2018 & 2017  
by The International Travel & Health  
Insurance Conference



InsurTechSowcase Winner 2018 & 2017  
by Insurance Revolution



Member of Insurance Unconference 2018 & 2017  
by Finnovating

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they are covered by the Extraordinary Risks coverage, as well as the damages caused, directly or indirectly, by nuclear, radioactive, chemical or biological exposure or contamination. Events in which coverage corresponds to the Insurance Compensation Consortium are excluded in any case.

- j) Incidents derived from the waiver or delay, by the Insured Person or Persons responsible for him/her, of the services proposed by the Insurance provider and/or agreed by the Medical Service of the latter.
- k) The consequences of surgical interventions or treatments that are unnecessary for the cure of an accident or illness covered by this Insurance contract.
- l) The Insurance Provider is relieved of responsibility when due to force majeure it cannot carry out any of the benefits specifically provided for in this Insurance contract.
- m) Unless expressly agreed otherwise, the events that occurred in countries that, at the beginning of the trip, are at war, declared or not, or in armed conflict are not covered.
- n) The Insurance provider shall not grant cover and therefore shall not be liable for any compensation or indemnity when such compensation or indemnity exposes the Insurance provider to any sanction, prohibition or restriction in accordance with the resolutions issued by the United Nations or by virtue of laws, regulations or trade and/or economic sanctions of the European Union, the United Kingdom or the United States of America.

The Insurance provider, by the reception of the corresponding supplementary premium, may consider some of the excluded risks described as covered, provided that it is expressly stated in the Particular or Special Conditions.

## **5.- GENERAL RULES THAT GOVERN THE INSURANCE**

### **GEOGRAPHIC SCOPE**

The coverage of this insurance shall have effect worldwide, and are valid for different countries **depending on the option specified in the Particular Conditions.**

**European countries:** Albania, Austria, Germany, Andorra, Armenia, Azerbaijan, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Vatican City, Cyprus, Croatia, Denmark, Slovakia, Slovenia, Spain, Estonia, Finland, France, Georgia, Greece, Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Republic of Macedonia, Malta, Moldova, Monaco, Montenegro, Norway, Netherlands, Poland, Portugal, United Kingdom, Czech Republic, Romania, Russia (the European part, up to the Urals), San Marino, Serbia, Sweden, Switzerland, Turkey and Ukraine. **The overseas territories of the above-listed countries outside the geographic territory of the European Continent are not considered to be within the scope of Europe, except for the Canary Islands, the Azores, and Madeira.**



# COVERONTRIP CANCELLATION

For the coverage indicated, the following Mediterranean basin countries shall have the same consideration as Europe: Morocco, Algeria, Tunisia, Libya, Egypt and Israel.

The guarantees shall only be valid **more than 30 kilometers** from the usual residence of the Insured Person, except in the Balearic and Canary Islands, where it shall be **more than 15 kilometers**.

## 6.- AGE LIMIT

The coverage of this Insurance shall be enforceable **ninety (90) days after the birth** of the Insured Person (prior notice thereof) and shall cease at 0:00 am on the day the Insured Person reaches the age of **70, unless otherwise provided in the Particular or Special Conditions**.

## 7.- EFFECT AND DURATION OF THE CONTRACT

- a) **Cancellation Expenses:** This coverage must be contracted prior to or at the time of confirmation of the trip reservation and shall end at the time the trip starts. They may also be contracted after the confirmation of the reservation, **in which case, a period of 72 hours shall be implemented, during which the coverage cannot be used as of the date of contracting the insurance**.
- b) **Other coverage:** unless otherwise stipulated, the contract shall come into force, **provided that the Insured person, or the Contracting Party, have paid the corresponding insurance price**, at 0 hours on the day indicated in the Particular Conditions and shall end at **24 hours on the day the time stipulated is fulfilled**.

The insurance must be contracted prior to the departure date of the trip. If the insurance is contracted once the trip has begun, **its coverage shall take effect 72 hours after the contracting**.

If a second or successive Insurance is contracted due to the termination of the coverage period of the previous one, the contracting must be done before the previous contract becomes null and void. If subscribed later and there has been a period of time without either of the two insurances in force, **the coverage shall not be effective until 72 hours after contracting**.

The insurance shall have the duration indicated in the Particular Conditions.

The insurance coverage is effective at the time and date indicated in the Particular Conditions, provided that the contract has been signed and the first receipt, if there are several, or the full receipt if there is only one payment, has been paid.

## 8.- INDIVIDUAL INSURANCE CERTIFICATES AND DOCUMENTATION

The Insurance provider shall provide the Insurance contracting party with an individual insurance certificate for each Insured person that shall include an extract of the General, Particular and Special





# COVERONTRIP CANCELLATION

Conditions, if applicable, instructions for the use of the services and coverage offered through the insured coverage, as well as the Information Note Prior to Contracting and the Information Document on Insurance Products.

**The insurance contracting party expressly assumes the duty to deliver the Certificate to the Insured person, as well as the information on the contractual conditions and other legally required circumstances.**

## **9.- COMPOSITION OF THE INSURED GROUP**

Under the **group insurance modality**, the insurance contracting party shall indicate to the Insurance provider the composition of the Insured Group and shall also be **bound to notify the Insurance provider of the modifications that occur** in said group and which may consist of:

- REGISTRATIONS: Originated by the inclusion of the Insured Persons that join the Group.

The effect of each registration shall occur from the moment the insurance provider is notified and the corresponding price is paid.

- CANCELLATIONS: They shall take place when a person of the Insured Group exits said group and shall take effect from the moment in which such circumstance is notified to the Insurance provider, or when the age of exit is reached.

## **10.- LIMITS OF COVERAGE AND CURRENCY OF THE SAME**

The **maximum limits** of the coverage of this Insurance shall be those stated in the **Particular Conditions**. For those guarantees in which there is no quantitative limit and that are indicated as included in the mentioned Particular Conditions, it shall be understood that the maximum limit of these shall be **the effective cost of the provision of the service** to be performed by the Insurance provider. In any case, all **limits of this contract are per covered event**.

**Limit per covered event: the maximum compensation limit** for which the Insurance provider is liable per event under coverage, for all individuals insured within the set of Insurance, even when various coverage are affected as a result of a single event, regardless of the number of Insured Persons affected.

**The limit shall be the one established in the Particular Conditions.**

INDIVIDUAL INSURANCE

**Maximum compensation:**



# COVERONTRIP CANCELLATION

In the case of "PUBLIC HEALTH EMERGENCY OF INTERNATIONAL RELEVANCE", **the maximum amount to be paid shall be € 3,000,000** for the total coverage that may correspond

In the case of ACCIDENT, unless otherwise stated in the Particular Conditions, **the maximum amount to be paid shall be € 600,000** for the total coverage that may correspond.

## GROUP INSURANCE

### Maximum compensation:

In the case of "PUBLIC HEALTH EMERGENCY OF INTERNATIONAL RELEVANCE", **the maximum amount to be paid shall be € 3,000,000** for the total coverage that may correspond, regardless of the number of Insured members affected. For these purposes, all cases that occur during the **30 days** after the declaration of quarantine, shall be considered the same event with coverage.

In the case of ACCIDENT, unless otherwise indicated in the Particular Conditions, **the maximum amount to be paid shall be € 600,000** for the total coverage that may correspond, regardless of the number of affected Insured persons.

**A limit for Private Civil Liability coverage of € 600,000 (Six hundred thousand Euros) per insurance contract and year** is established.

The currency applicable to this Insurance is the Euro and the limits of the coverage shall be expressed in this currency, regardless of the fact that for those services that must be paid or guaranteed by the Insurance provider in a different currency, **the equivalent in Euros thereof will be applicable at the date of occurrence of the accident.**

## **11.- HOW TO APPLY FOR COVERAGE**

After an event that may be covered by any of the insurance coverage, it is an **essential requirement that the Insured person, his / her relatives, companions or a person they trust immediately contact the Insurance provider**, by calling the Assistance Center, telegram, fax or email to the numbers or addresses indicated in the Particular Conditions or through the IRIS GLOBAL app.

In the case of **force majeure that prevents this notification**, it must be done as soon as the circumstances that prevented the communication cease.

Once contact has been established, the Insured person, or failing that the caller, shall indicate the number of the Insurance contract, the place where the Insured person is located and a contact telephone number or email address, informing about the details of the events and describing the assistance requested. The Insurance provider shall provide a file number and shall immediately put into operation the mechanisms available to it in order to provide the required service.



# COVERONTRIP CANCELLATION

**The Insurer is not responsible for delays or breaches due to force majeure or related to special administrative or political characteristics of a particular country.** In any case, **if direct intervention of the Insurance provider is not possible, the Insured Person shall be reimbursed upon return** to Spain, or **if necessary**, as soon as he/she is in a country where the previous circumstance does not exist, of the expenses incurred, whenever they are guaranteed by the presentation of the corresponding supporting documents.

**The medical and health transport services must be carried out with the previous agreement of the physician who treats the Insured Person with the medical equipment of the Insurer.**

For coverage of **incidents in travel and flights**, the Insured person must submit a written claim to the Carrier and shall assign to the Insurance provider his / her right to receive the compensation to be paid by the Carrier before receiving the corresponding compensation for the aforementioned coverage.

**The Insured Person shall not be entitled to any compensation when he deliberately uses improper documents or fraudulent means, presents incomplete, inaccurate, exaggerated or fraudulent declarations regarding covered events or when causes are concealed and consequences magnified.**

In accordance with the provisions of art. 16 of the Insurance Contract Law (Law 50/1980), the Insurance Contracting Party or the Insured person must also facilitate the Insurance provider all kinds of information regarding the circumstances and consequences of the event. For this, the Insurance Contracting Party or Insured person shall provide all the documents that are required by the Insurance provider.

## **12.- REIMBURSEMENT OF EXPENSES**

The Insurance provider shall reimburse the expenses incurred by the Insured person to be able to receive the assistance provided for in the contract only when he/she has been previously informed of it, and **provided that the Insured person provides the original documentation that confirms having made the payment.**

**In no case shall the provision of service be replaced by compensation**, unless expressly agreed.

## **13.- EXISTENCE OF OTHER INSURANCE**

When there are other Insurances with other Insurance providers that guarantee the same coverage during the same period of time, the insurance contractor or the Insured person must notify the Insurance provider of the other existing Insurances. If this communication is not intentionally done and the covered event occurs, the insurance provider is not bound to pay the compensation.

Once the event under coverage has occurred, the Insurance Contracting Party or the Insured person must communicate it, in accordance with the provisions of the Article corresponding to the Insurance provider, indicating the name of the other Insurance providers, who shall contribute proportionally to the payment of the corresponding services.



# COVERONTRIP CANCELLATION

Likewise, any compensation payable by the Insurance provider shall constitute a complement to the reimbursements that the Insured Person receives from the Social Security system or from any other protection institution, including mutual insurance companies, for the same medical expenses.

**Under no circumstances shall the insurance be used for the unfair enrichment for the Insured Person, nor may he/she receive an amount that exceeds the real expenses.**

## **14.- EFFECT OF INSURANCE PRICE NON-PAYMENT**

If the Contracting Party or the Insured person, as the case may be, fail to pay the first receipt of the Insurance by the closing date for payment, or it has not been paid in full if a single payment has been decided, the Insurance provider has the right to terminate the contract or to demand payment by legal means.

Unless otherwise agreed in the Particular Conditions, if the first payment has not been made before a covered event occurs, the Insurance provider shall be released from its obligation.

In case of non-payment of one of the following receipts, the coverage of the Insurance provider is suspended one month after the payment deadline. If the Insurance provider does not claim payment within six months from the payment deadline, the Insurance shall be permanently terminated.

In any case, when the contract is suspended, the Insurance provider may only demand payment for the current period.

If the Insurance has not been terminated or canceled in accordance with the preceding paragraphs, the coverage shall regain effect twenty-four hours after the day on which the Contracting Party or the Insured person, if applicable, make the payment.

## **15.- THE PRINCIPLE OF GOOD FAITH**

The Law provides for various situations that, when they occur, go against the interests of the Insured Person, as they are sanctioned with nullity or ineffectiveness of the contract, or with consequences such as its challenge, **exemption from the obligation of compensation and even the claim of liquidated damages by the Insurer.**

In general, such situations occur when the Insurance Contracting Party, the Insured Person or the Beneficiary act with malicious intent, bad faith or gross negligence; when the Insurance Contracting Party makes incorrect statements; when data is hidden; when there is no cooperation in rescue tasks and, in summary, when the principle of good faith that is the basis of the Insurance contract is not respected.

Fraud, willful misrepresentation or concealment of information in relation to a covered event will be grounds for cancellation of this Insurance. In such case, the Insurance Contracting Party or the Insured Person will lose all rights to receive the compensation that may correspond to them and must return any compensation that the Insurance provider had already paid. In this case, the Insurance provider shall not reimburse the price of the Insurance.



# COVERONTRIP CANCELLATION

## 16.- EXEMPTION FROM LIABILITY

It is expressly stated that IRIS GLOBAL Soluciones de Protección Seguros y Reaseguros S.A, declines any responsibility, including subsidiary and/or complementary, arising from claims due to delays and/or breach as a result of force majeure or caused directly or indirectly by the political-administrative circumstances of a country or geographical region.

Likewise, the Insurance provider declines any liability derived from publicity or propaganda made by the Contracting Party with regard to this Insurance, which has not been previously authorized in writing.

## 17.- SUBROGATION

The Insurance provider, once the compensation has been paid, may exercise the rights and actions that may correspond to the Insured person against persons responsible for the covered event, up to the total amount that has been compensated. The Insured person is bound to collaborate with the Insurance provider in the exercise of this claim.

## 18.- ACCEPTANCE

**The Contracting Party of this Insurance declares to know and receives in this act the present General Conditions. Likewise, it declares to have been informed and expressly accepts all clauses limiting the coverage that are part of them.**

**The Contracting Party agrees to inform the Insured person of the Insurance coverage, as well as of the applicable legislation, address of the Insurance provider, and instances of claim against it.**

## 19.- MODIFICATION OF RISK

**19.1** During the course of the Contract, the Insurance Contracting Party or the Insured Person shall **communicate to the Insurance provider, as soon as possible, all the circumstances that aggravate the risk** and are of such a nature that, had they been known by the Insurance provider at the time of the Contract, the latter would have not concluded it or would have concluded it under more burdensome conditions.

The Insurance provider may propose a modification of the conditions of the contract within a period of **two months**, from the day on which the aggravation has been declared. In such a case, the Contracting Party has **fifteen days**, from the receipt of this proposal, to accept or reject it. In case of rejection or silence on the part of the Insurance Contracting Party, the Insurance provider may, after this period, terminate said contract prior warning to the Contracting Party, granting it a



# COVERONTRIP CANCELLATION

new period of **fifteen days** to provide an answer, after which, and within **eight days**, the Insurance Contracting Party shall be notified of the definitive termination.

**The Insurance provider may also terminate the contract by notifying the Insured Person in writing within one month**, as of the day on which it became aware of the aggravation of the risk. Said termination shall be announced **fifteen days** before it takes effect.

If a claim occurs without a declaration of aggravation of the risk, the Insurance provider is released from its obligation to provide the service if the Insurance Contracting Party or the Insured Person have acted in bad faith.

**In other cases, the service of the Insurance provider shall be reduced proportionally to the difference between the agreed price and that which would have been applied if the true risk had been known.**

**19.2** The Insurance Contracting Party or the Insured Person may, during the course of the contract, inform the Insurance provider of all circumstances that reduce the risk and are of such a nature that if they had been known by the Insurance provider at the time of the perfection of the contract, it would have been concluded in more favorable conditions.

In such case, at the end of the current period covered by the price of the Insurance, the Insurance provider shall reduce the amount of the future price in the corresponding amount, the Insurance Contracting Party being entitled, otherwise, to the termination of the contract and to the return of the difference between the amount paid and that which would have been payable from the time when the risk reduction was brought to attention.

## **20.- CONFLICT BETWEEN PARTIES**

For the resolution of any dispute arising in connection with the execution of this Contract, the Insured Person may choose to present the corresponding claim to the Insurance provider, request administrative protection from the Directorate General of Insurance and Pension Funds or appeal to the instance deemed most convenient for the defense of their interests.

In any case, this insurance contract is subject to Spanish jurisdiction and, the competent judge for any actions derived from the insurance contract shall be the judge that corresponds to the address of the Insured Person, pursuant to art. 24 of the Insurance Contract Act, for which purpose an address in Spain must be designated for any Insured Person residing abroad.

## **21.- CONTRACT DISPUTES**

This insurance contract is subject to Spanish jurisdiction and the competent judge for any actions derived from the insurance contract shall be the judge that corresponds to the address of the Insured Person, pursuant to art. 24 of the Insurance Contract Act, for which purpose an address in Spain must be designated for any Insured Person residing abroad.



# COVERONTRIP CANCELLATION

## **22.- CUSTOMER SERVICE**

This company, in accordance with the provisions of Order ECO / 734/2004, offers its Insured members a Customer Service Department, which shall serve, within a maximum period of two months from the date of presentation, in writing, all complaints and claims that might arise from the underwriting of the insurance contracts.

To do this, complainants may contact the Customer Service Department via email [madrid\\_ops@mail.irisglobal.es](mailto:madrid_ops@mail.irisglobal.es), through the website [www.irisglobal.es](http://www.irisglobal.es), by postal mail sent to any of our headquarters in Madrid (C / Ribera del Loira, 4-6, CP 28042) or Barcelona (Avenida Diagonal 453, bis, 2ºB, CP 08036) or in person at our offices, during business hours.

The claim must state:

- **Name, last names and domicile of the interested party or the person representing him/her, NIF for physical persons and data referring to the public registry, if it is a legal entity.**
- **Reason for the claim or complaint.**
- **Office or offices, department or service where the facts object of the complaint or claim have occurred.**
- **That the claimant is not aware that the subject matter of the complaint or claim is being substantiated through an administrative, arbitration or judicial procedure.**
- **Place, date, signature and copy of official ID (ID, passport or similar).**

**A Claim is understood to be:** a demand presented by the Insurance Contracting Party, the Insured Persons or the Beneficiaries that demonstrate the intention of obtaining the restitution of their interest or right, specific facts related to actions or omissions of the Company which, in their opinion, pose a disadvantage to the claimant, insofar as his or her interests or rights due to breach of contract, the rules of transparency and protection of customers or to good practice and use.

**A Complaint is understood to be:** a complaint related to the operation of the services provided to the Insured Persons by the Insurance provider and presented by delays, disregard or any other type of action that is observed in the operation of the company.

**In the event that the resolution issued by our Customer Service Department does not meet the expectations of the claimant, or is not carried out within the two-month period mentioned above, it may be formulated before the Claims Service of the Directorate General of Insurance and Pension Funds.**

**The undersigned, hereby acknowledges having received all the information required in the legislation in relation to the management, supervision and solvency of insurance and reinsurance companies on the same date and prior to the signing of the Contract.**

**Read and agreed by the Insurance Contracting Party, who expressly accepts the limiting and excluding clauses contained in the General Conditions of this Insurance.**



# COVERONTRIP CANCELLATION

THE CONTRACTING PARTY

THE INSURANCE PROVIDER

