

# General Terms and Conditions

FREEDOM cancellation  
AND INTERRUPTION  
vip

travelfine 

VIAJA MÁS. PREOCÚPATE MENOS.

## **TRAVELFINE FREEDOM CANCELLATION AND INTERRUPTION VIP**

**This document is a summary of the main conditions of your insurance. Complete pre-contractual and contractual information concerning the product is provided in other documents. Therefore, please read all the documentation provided.**

### **WHAT DOES THIS TYPE OF INSURANCE CONSIST OF?**

**IMA IBÉRICA** offers you a travel cancellation insurance based on the coverage and the sum insured.

#### **What is covered?**

- Trip cancellation expenses for the causes guaranteed in the contracted policy
- Trip interruption expenses due to the causes guaranteed in the contracted policy.

#### **Are there any restrictions with respect to coverage?**

##### **MAIN RESTRICTIONS:**

- There may be restrictions regarding coverage in the following cases:
- Risks or coverages not expressly included in the policy, or those which, even though included in the policy, occur outside the territorial scope covered or within the scope of the established mileage deductible.
- Consequences that prevent travel when the insurance has been subscribed to more than 7 days from the day of booking the trip.
- Actions or acts of the insured contrary to the instructions given by the Insurer.
- We will only provide coverage up to the limit of the sum insured.
- Coverage valid for students who contract a language program with EDVISOR through Travelfine.
- For the cancellation guarantee to be valid, the insurance must be taken out at the time of booking confirmation or within 7 days thereafter. For air tickets, cancellation expenses are only covered if the policy is taken out at the latest at the time of ticket issuance.

#### **Where am I covered?**

- In the territorial scope corresponding to the option contracted and reflected in the Certificate of Insurance.

### **What are my obligations?**

- Pay the premium.
- To lessen the consequences of the incident.
- Communicate to the Insurer all circumstances that alter the risk.

### **What is not covered?**

#### **MAIN EXCLUSIONS:**

The policy may have, among others, any of the following exclusions:

- Excluded (unless expressly included in the warranty) are damages, situations, expenses and consequences derived from:
  - Malicious acts of the policyholder, Insured, beneficiary or their successors in title.
  - Those related to events occurring prior to the entry into force of the policy.
  - Illnesses, accidents or events derived from the consumption of alcoholic beverages, narcotics, drugs or medications, unless the latter have been prescribed by a physician.
  - Wars, demonstrations, insurrections, popular movements, acts of terrorism, sabotage and strikes, whether officially declared or not.
  - The transmutation of the nucleus of the atom, as well as radiation caused by the artificial acceleration of atomic particles.
  - Earthquakes, floods, volcanic eruptions and, in general, those resulting from the forces of nature, except for the cancellation guarantee 14.
  - Suicide, attempted suicide or self-injury of the Insured.
  - Epidemics, pandemics and quarantines except for guarantee 1 cancellation.

### **When and how do I have to make my payments?**

Payment must be made within the terms established in the General and Particular Conditions of the policy by the means of payment indicated therein.

### **When does my billing start and end?**

On the dates contracted and reflected in the Certificate of Insurance.

### **How can I terminate my contract?**

The contract has the duration established in the policy. You have the right to terminate the contract and, if applicable, to object to the extension thereof, by giving written notice to the insurer one month prior to the termination of the contract, or any of its extensions.

## GENERAL CONDITIONS:

### PRELIMINARY CLAUSE

This contract is governed by the provisions of Law 50/1.980, of October 8, 1980, on Insurance Contracts (hereinafter, the Law), and by the provisions of these General Conditions, the Specific Conditions and, if applicable, the Special Conditions of the contract itself, and the clauses limiting the rights of the Insured Parties that are not highlighted and specifically accepted by the Policyholder shall not be valid. Mere transcriptions or references to legal or regulatory precepts shall not require such acceptance.

### CLAUSE ONE - DEFINITIONS

**Insurer:** IMA IBÉRICA SEGUROS Y REASEGUROS, S.A., with registered office at C/ Julián Camarillo, 29, 28037 Madrid, NIF A-78689726, which is the legal entity that assumes the contractually agreed risk. This Insurance Company carries out its activity under the supervision and control of the Spanish authorities through the Directorate General of Insurance and Pension Funds, where it is registered under registration code C0709.

**Policyholder:** VIAJAMASPREECUPUATEMENOS, S.L which, together with the Insurer, subscribes this policy, assuming before the latter, the rights and obligations derived from this contract, except for those which by their nature must be fulfilled by the Insured or Insured Parties.

**Insured:** the natural person traveling for study purposes and contracting a language course abroad, listed in the Special Conditions, who is the holder of the insured interest and who assumes the obligations arising from the contract.

**Family member:** the spouse, domestic partner or person who as such permanently lives with the Insured, his parents, children, siblings, grandparents and grandchildren, stepparents, stepchildren, stepbrothers, stepsiblings, parents-in-law, brothers and sisters-in-law, brothers and sisters-in-law, sons and daughters-in-law.

**Policy:** the contractual document containing the Conditions governing the Insurance. The following are an integral part thereof: a) the General Conditions, b) the Special Conditions, c) the Special Conditions, which individualize the risk, and d) the supplements or appendices issued to complete or modify the same.

**Premium:** the price of the insurance. The receipt shall also contain the legally applicable surcharges and taxes.

**Loss:** any sudden, accidental, unforeseen event beyond the Insured Party's control, the harmful consequences of which are covered by the guarantees of this policy. A single and unique loss shall be deemed to be the set of damages deriving from the same cause.

**Foreign country:** for the purposes of the guarantees, a foreign country is defined as a country other than the country of habitual residence.

**Accident:** bodily injury or material damage suffered during the term of the contract, deriving from a violent, sudden, external cause beyond the Insured's control.

**Serious accident:** bodily injury resulting from a violent, sudden, external and unintentional cause of the injured party, the consequences of which prevent him from moving normally from his usual place of residence.

**Supervening illness:** alteration in the state of health of an individual occurring during the course of a trip covered by the policy whose diagnosis and confirmation is made by a legally recognized physician or dentist, and which makes medical assistance necessary.

**Serious illness:** health alteration that implies hospitalization or the need to stay in bed, within 7 days prior to the trip or that, in the opinion of IMA IBÉRICA's medical team, makes it medically impossible to start the trip on the planned date.

When the Sickness affects any of the aforementioned persons, other than the Insured, it shall be understood as serious when it implies hospitalization for at least one night or the need to stay in bed for a period of at least 3 days, in both cases provided that it is within the 7 days prior to the commencement of the trip or involves imminent risk of death.

**Pre-existing Illness:** illness or injury suffered by the Insured prior to the subscription of the policy or at the beginning of each of the trips covered by the policy and which may affect any of the guarantees of the policy.

**Baggage:** set of clothes and personal belongings for personal use and hygiene necessary during the trip, contained inside the suitcase(s).

**Robbery: theft of** another's movable property, with violence or intimidation to persons or using force.

**Theft: theft of** another's movable property, without violence or intimidation to persons or force.

**Force majeure: an** event or occurrence beyond the control of the Insured that cannot be prevented or foreseen and that makes it impossible to fulfill the obligation.

**Usual domicile: The usual domicile** of the Insured is understood to be the one located in the country of usual residence stated in the policy, and from which the trips covered under this contract are made.

**Temporary residence:** In which the Insured Party is temporarily housed, where there is a financial consideration for the enjoyment thereof.

**Requirements and limits of the benefits to be paid by IMA IBÉRICA:** the economic limits of the benefits covered by this contract include the taxes applicable to the cost of the benefit.

**Information and defense of the Insured:** For any information, consultation or claim regarding the contents of this policy, you may contact the Department of Policyholder Service of IMA IBÉRICA SEGUROS Y REASEGUROS, S.A. located at Calle Julián Camarillo 29, Madrid, 28037, telephone 91 353 63 63, fax 91 34 34 956, e-mail: [imacalidad@imaiberica.es](mailto:imacalidad@imaiberica.es).

You may also file the complaints or claims you deem appropriate electronically, through the official website of the Directorate General of Insurance>Electronic Headquarters> Procedures and Services>Claims for Insured and Participant Protection>Filing a Claim; or through the following link:

[https://www.sededgsfp.gob.es/SedeElectronica/Reclamaciones/Index\\_Proteccion\\_Asegurado.asp](https://www.sededgsfp.gob.es/SedeElectronica/Reclamaciones/Index_Proteccion_Asegurado.asp)

## **CLAUSE TWO - INDEX TO GENERAL CONDITIONS**

1. Subject of insurance
2. Entry into force and duration of the contract
3. Territorial scope
4. Payment of premiums

5. Formalities in the event of a claim
6. Complaint information and Customer Service Department
7. Communication of the data contained in the contract
8. Subrogation
9. Responsibility
10. Legislation and Jurisdiction
11. Data Protection Treatment
12. Warranties covered
13. Exclusions
14. Insurance Consortium Indemnity Clause
15. Limits
16. Additional Provisions
17. Prescription
18. Indication

**Supplemental Civil Liability Insurance**  
**Supplemental Personal Accident Insurance**  
**Supplemental Personal Accident Insurance**

- Personal accidents 24 hours a day

**1. OBJECT OF INSURANCE**

The purpose of this contract is to reimburse the cancellation and/or cancellation expenses due by the Insured when he/she cancels his/her trip before departure.

**2. ENTRY INTO FORCE AND DURATION OF THE INSURANCE**

For the Trip Cancellation Expenses guarantee, the guarantee shall only be valid when the insurance has been contracted at the latest on the same day of the confirmation of the reservation of any service that is part of the contracted program. The coverage of the covered risks of cancellation shall have a 72-hour waiting period starting at 00:00 a.m. on the day following the day the insurance is contracted.

In the case of airline tickets, cancellation expenses will only be covered if the insurance has been taken out at the latest at the time of ticket issuance.

The duration shall be as specified in the Special Conditions of the policy.

### 3. TERRITORIAL SCOPE: TERRITORIES COVERED

The warranties insured under this policy shall be valid throughout the world.

**Europe will include the countries bordering the Mediterranean: Morocco, Algeria, Tunisia, Libya, Egypt, Israel, Palestine, Lebanon, Syria and Turkey.**

**In any case, excluded are those countries which, although included in the contracted territorial scope, are in a state of war, insurrection or warlike conflicts of any kind or nature during the trip, even if not officially declared.**

### 4. PREMIUM PAYMENT

1. The Policyholder is obliged to pay the premium at the time of formalization of the policy. In any case, if the premium has not been paid before the loss occurs, IMA IBÉRICA shall be released from its obligations.
2. The Policyholder undertakes to notify IMA IBÉRICA in writing of any modification that may occur in the details of the account to which payment has been made by direct debit.

### 5. PROCEDURES IN THE EVENT OF A CLAIM

**TO REQUEST A REIMBURSEMENT OF ANY EXPENSES, please send an email to:**  
[reembolsos@imaiberica.es](mailto:reembolsos@imaiberica.es)

Redemptions will be made by IMA IBÉRICA in compliance with the provisions of Spanish law, specifically with respect to cash payments and capital outflows from the national territory.

### 6. INFORMATION ON COMPLAINTS AND CUSTOMER SERVICE DEPARTMENT

1. Without prejudice to their right to resort to the jurisdictional bodies, **IMA IBÉRICA** places at the service of Policyholders, Insured Parties and their assignees a Customer Service Department. Its operation is governed by the regulations deposited with the Directorate General of Insurance and Pension Funds, a copy of which is delivered prior to the signing of this contract, without prejudice to its availability at the offices of **IMA IBÉRICA**.
2. In case of any complaint or claim in relation to the contract, the regulations on transparency and customer protection or the codes of good practices, you may write to the Customer Service Department of **IMA IBÉRICA SEGUROS Y REASEGUROS, S.A.** located at Calle Julián Camarillo No. 29, Madrid, 28037.

The Customer Service Department of **IMA IBÉRICA**, after acknowledging receipt of the complaint, and following the course of action provided for in its regulations, will reply within a period of no more than two months from its receipt.

3. If the answer is not satisfactory or if after the term has elapsed no answer has been given, the complaint or claim may be submitted in writing to the "Commissioner for the Defense of the Insured and the Pension Plan Participant", at Paseo de la Castellana, 44, 28046, Madrid, who will issue a non-binding resolution, in accordance with the procedure set forth in R.D. 303/2004, of February 20, and Order ECO 734/2004, of March 11.

4. You may also file any complaints or claims you deem appropriate electronically, through the official website of the Directorate General of Insurance>Electronic Headquarters>Procedures and Services>Claims for Insured and Participant Protection>Filing a Claim; or through the following link:  
[https://www.sededqsfp.gob.es/SedeElectronica/Reclamaciones/Index\\_Proteccion\\_Asegurado.asp](https://www.sededqsfp.gob.es/SedeElectronica/Reclamaciones/Index_Proteccion_Asegurado.asp)

## **7. COMMUNICATION OF THE DATA CONTAINED IN THE CONTRACT**

The Policyholder undertakes to notify IMA IBÉRICA of any modification of the data appearing in the contract, in writing and within 24 hours. In the event of non-compliance with this obligation, IMA IBÉRICA reserves the right to suspend the insured guarantees.

## **8. SUBROGATION**

IMA IBÉRICA is subrogated, up to the total cost of the services rendered by it, in the rights and actions corresponding to the Insured Party against any person responsible for the facts and which have motivated its intervention. When the guarantees provided in the execution of this contract are covered in whole or in part by another Insurance Company, by the Social Security or by any other institution or person, IMA IBÉRICA shall be subrogated in the rights and actions of the Insured Party against the aforementioned company or institution. For these purposes, the Insured Party undertakes to actively collaborate with IMA IBÉRICA by rendering any assistance or granting any document it may deem necessary. In any case, IMA IBÉRICA shall have the right to use or request from the Insured Party the delivery of the transportation ticket (train ticket, plane ticket, etc.) held by the Insured Party, when the return expenses have been paid by IMA IBÉRICA.

## **9. RESPONSIBILITY**

In the event of a claim, IMA IBÉRICA shall not assume any responsibility with respect to the decisions and actions taken by the Insured Party contrary to its instructions or those of its Medical Service.

## **10. LEGISLATION AND JURISDICTION**

IMA IBÉRICA submits to Spanish legislation and jurisdiction for the purposes of this contract. The competent judge for the recognition of the actions derived from the contract shall be that of the habitual domicile of the Insured Party.

## **11. PROCESSING OF PERSONAL DATA**

In relation to the entry into force on May 25, 2018, of the new European Regulation on the Protection of Personal Data and the free movement of such data (EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, hereinafter RGPD), and in accordance with the Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights, it is stipulated that the COLLECTIVE INSURER shall be Responsible for the processing of the data of the persons attending the same, in the underwriting and management phases of the contract. On the other hand, THE INSURER shall be Responsible for the data of the COLLECTIVE INSURER and/or of the INSURED parties adhered to the Group Insurance Policy, in the claim management phase. On the other hand, the Duty of Information clause is included, by virtue of which, the type of data processed between the contracting parties is determined, as well as their purposes, legitimacy and rights to which they are entitled.



### 11.1 UNDERWRITING AND CONTRACT MANAGEMENT PHASE:

The COLLECTIVE OWNER is Responsible for the Data obtained during the Subscription and Management Phases of the Contract.

In this regard, the COLLECTIVE OWNER undertakes to respect the obligations arising from the GDPR for the aforementioned figure.

The INSURER, being the initial responsible for such data, proceeds to make a COMMUNICATION of data to IMA IBÉRICA, in its capacity as Addressee, for the execution of the Insurance Contract.

### 11.2. CLAIM MANAGEMENT PHASE.

THE INSURER is responsible for the processing of the data obtained during the claim management phase.

In this sense, THE INSURER undertakes to respect the obligations derived from the RGPD for the aforementioned figure.

### 11.3. DUTY OF DISCLOSURE CLAUSE

*Data Protection Officer:* Ms. Nathalie Bailly

IMA IBÉRICA is Responsible for the Processing of the following Data:

- a) those of the COLLECTIVE OWNER;
- b) those of the legal representatives and/or attorneys-in-fact of the COLLECTIVE OWNER that have been stated in this document and;
- c) those of the persons who, rendering their services, come into contact with IMA IBERICA, to enable the maintenance, development and management of the business relationship formalized by means of this document (contact persons), to whom the COLLECTIVE OWNER undertakes to inform of the full content of this clause.

IMA IBERICA has its registered office at Calle Julián Camarillo, 29, Madrid 28037; its telephone number is 91 343 49 00 and its e-mail address is [asesoria.juridica@imaiberica.es](mailto:asesoria.juridica@imaiberica.es).

IDENTIFYING DETAILS OF THE COLLECTIVE OWNER, is domiciled in [ ]

**PURPOSE:** The personal data of the interested parties indicated above will be processed for the following purposes:

1<sup>a</sup> To enable the maintenance, development and management of the business relationship formalized by means of this document. The data processed for this purpose will be kept as long as the business relationship is maintained and, once it is terminated, during the periods of conservation and prescription of responsibilities provided by law.

2<sup>a</sup> To keep the OWNER informed, including by electronic means, about the products, services and news of IMA IBERICA and the rest of the companies belonging to the IMA Group, all of them dedicated to the Assistance and Insurance Activity.

The data processed for this purpose will be retained until such time as the COLLECTIVE OWNER withdraws its consent to receive such communications.

If you consent to the processing of data for this purpose, please check this box.

3ª To communicate the data of the interested parties to the rest of the companies belonging to the IMA Group, all of them dedicated to the Assistance and Insurance Activity so that they can keep the COLLECTIVE OWNER informed, including by electronic means, about their products, services and news.

The data processed for this purpose will be kept until such time as the Policyholder withdraws his consent to the communication of his data.

If you consent to the processing of data for this purpose, please check this box.

**LEGITIMACY:** The legal basis for carrying out the data processing specified in the previous section is as follows:

1ª Execution of the contractual obligations assumed by the LIABILITY CONTROLLER and IMA IBERICA by means of this document.

2nd Consent given for the receipt of such communications. 3rd

Consent given for the communication of data.

**RECIPIENTS:** In accordance with the provisions of the 1st processing purpose, the data will only be communicated to third parties for the fulfillment of legal obligations.

In accordance with the provisions of the 3rd purpose of processing, the data of the interested parties will be communicated to the other companies belonging to the IMA Group, which can be consulted at [www.imaiberica.es](http://www.imaiberica.es).

**RIGHTS:** The data subject may exercise before IMA IBERICA his or her rights of access; rectification; erasure; limitation of processing; data portability, opposition and not to be subject to automated individual decisions, including profiling.

Similarly, in the processing of the data subject's data whose legitimacy is based on the consent given by the data subject, the data subject has the right to withdraw such consent at any time, without affecting the lawfulness of the processing based on the consent prior to its withdrawal.

In order to exercise such rights, the interested party may send his/her request to IMA IBÉRICA SEGUROS Y REASEGUROS, S.A, Calle Julián Camarillo, 29, 28037 Madrid; or to the e-mail address [asesoria.juridica@imaiberica.es](mailto:asesoria.juridica@imaiberica.es).

In any case, the interested party has the right to file a complaint with the corresponding supervisory authority if he/she deems it appropriate.

## 12. WARRANTIES COVERED

### 12.1. TRIP CANCELLATION Trip

#### Cancellation Expenses for Trip

#### Cancellation not initiated.

IMA IBÉRICA guarantees, **up to the contracted sum indicated in the Insurance Certificate**, the reimbursement of expenses for trip cancellation or expenses for changes of dates, provided that the latter do not exceed the expenses incurred in the event of definitive cancellation, which are incurred at the Insured Party's expense and which are invoiced by application of the contractual conditions of sale of the travel agency or of any of the suppliers of the trip, including management expenses, in the event of cancellation of the trip before its commencement and due to a cause that prevents the Insured Party from traveling on the dates contracted, provided that it is one of the causes defined below:

**1. Serious illness, serious accident or death of the:**

Insured, a relative of those described as relative in the definitions of the General Conditions, and/or of the professional substitute of the Insured, provided that it is essential that the position or responsibility must then be assumed by the Insured.

- Includes cancellation of the trip due to the Insured contracting COVID- 19 after the trip and the insurance have been contracted and which prevents him/her from traveling on the scheduled dates.
- Includes the cancellation of the trip due to the death of a relative of the Insured due to COVID19 occurring after the contracting of the insurance and before the beginning of the trip and which prevents the Insured from traveling on the scheduled dates.

**2. Serious damage to the Insured's usual residence or professional premises,** provided that the Insured is engaged in a liberal profession or is the direct operator thereof, as a consequence of theft, fire or other damage and which necessarily implies the presence of the Insured.

**3. Compulsory medical quarantine for COVID-19 infection whose date prevents the trip from taking place.**

**4. Dismissal of the INSURED from employment of his/her spouse or the Insured's parents, provided that at the inception of the insurance there was no verbal or written communication for non-disciplinary reasons.**

**5. Incorporation to a new job of the INSURED in a different company,** with an employment contract and provided that the incorporation takes place after the insurance has been taken out and that the INSURED was not aware of it on the date on which the reservation of the stay was made.

**6. The summoning of the Insured Party as a party, witness or juror in a Civil, Criminal or Labor Court.** Excluded are those cases in which the Insured is summoned as a defendant in proceedings initiated prior to the contracting of the trip and the insurance.

For the rest of the appearances, the summons must be issued after the trip and the insurance have been contracted.

**7. Summons as a member of a polling station.**

**8. Taking examinations for official competitive examinations announced through a public body after the insurance has been taken out.**

Examinations held on dates prior to the commencement of the trip and examinations to which the INSURED has adhered on dates after the trip has been contracted are not covered.

**9. Acts of air, land or naval piracy** that make it impossible for the INSURED to start or continue his/her trip. Terrorist acts are excluded.

**10. Knowledge after contracting the reservation, of the tax obligation to make a parallel income tax return, the amount of which exceeds 600€.**

**11. Forced transfer of work for a period of more than 3 months.**

**12. Unexpected call for surgery by: the Insured or a Family Member.**

**13. Complications of pregnancy or miscarriage, which require, in the opinion of a medical professional, bed rest.**

Deliveries and complications of pregnancy after the seventh month of gestation are excluded.

**14. The official declaration of a catastrophe zone at the INSURED's place of residence or at the destination of the trip.**

The official declaration of the place of transit to the destination as a disaster area is also covered by this guarantee, provided that this is the only way to reach the destination.

**15. Surrender of a child for adoption.**

**16. Call for divorce proceedings.**

**17. Unexpected organ transplant call from the INSURED or a family member**

**18. Any illness of children under 48 months of age who are insured under this policy.**

**19. Extension of labor contract.**

**20. Granting of official scholarships that prevent the completion of the trip.**

**21. Requirement for urgent and inexcusable incorporation into the Armed Forces, Police or Fire Department.**

Provided that the incorporation takes place after the insurance has been taken out and that it was not known on the date on which the reservation of the stay was made.

**22. Signing of official documents on the dates of the trip, exclusively before the Public Administration.**

**23. Breakdown in the vehicle owned by the INSURED that prevents the start of the trip.**

The breakdown must involve a repair of more than 8 hours or a cost of more than 600 €, in both cases according to the manufacturer's scale.

**24. Due to the cancellation of a wedding ceremony, provided that the insured trip was a honeymoon or honeymoon trip.**

**25. Theft of documentation or luggage that makes it impossible for the Insured to start or continue his/her trip.**

26. Due to the withdrawal of the Insured's driver's license if and when the vehicle is to be used as a means of locomotion for the realization of the trip and none of the Insured's companions could replace him/her in the driving of the vehicle.
27. Cancellation of only one companion of the Insured, registered in the same trip and Insured in this policy, provided that the cancellation is due to one of the causes listed in this coverage and, as a consequence, the Insured had to travel alone.
28. Serious illness of insured children under 48 months of age.
29. Failure of subjects of the student, which necessarily prevent the beginning of the course.
30. Calling a make-up exam during the period of the trip that prevents the start of the trip.
31. Failure to pass the exams that would allow the student to advance to the next grade and that requires the student to take exams or remedial courses during the dates of the contracted trip.
32. Expenses of transfer of the INSURED'S contracted trip/program to another person for any of the guaranteed reasons. Limit of 5% of the price of the contracted program.
33. Police custody for non-criminal causes.
34. Signing of official documents on the dates of the trip, exclusively before the Public Administration.
35. Call for divorce proceedings.
36. Theft of documentation or luggage that makes it impossible for the INSURED to start the trip.
37. Failure to grant visas for unjustified reasons.

The non-granting of visas is expressly excluded when the insured has not made the pertinent arrangements within the term and form for the granting thereof.

The guarantee shall only be valid when the insurance has been contracted no later than the same day of the confirmation of the reservation of any service that is part of the contracted program. The coverage of the covered risks of cancellation shall have a 72-hour waiting period.

In the case of airline tickets, cancellation expenses will only be covered if the insurance has been taken out at the latest at the time of ticket issuance.

In the event of more than one cause giving rise to a loss, and unless they coincide at the time of occurrence thereof, the first one to occur, to be notified and justified by the Insured Party, shall always be taken as the cause thereof.

## 12.2 INTERRUPTION OF A TRIP THAT HAS ALREADY BEGUN

When in the course of a trip and during the celebration of a Contracted Program, the Insured should interrupt it for any of the reasons listed below, IMA IBÉRICA shall assume the non-refundable expenses of the Contracted Program.

For the calculation of the indemnity, the total price of the Contracted Program (excluding transportation services) shall be divided by the nights contracted therein, and the Insurer shall reimburse the Insured for the nights not used up to the maximum cancellation limit contracted.

### Reasons for interruption covered:

#### 1. Serious illness, serious accident or death of the:

Insured, a relative of those described as relative in the definitions of the General Conditions, and/or of the professional substitute of the Insured, provided that it is essential that the position or responsibility must then be assumed by the Insured.

- Includes cancellation of the trip due to the Insured contracting COVID- 19 after the trip and the insurance have been contracted and which prevents him/her from traveling on the scheduled dates.
- Includes the cancellation of the trip due to the death of a relative of the Insured due to COVID19 occurring after the contracting of the insurance and before the beginning of the trip and which prevents the Insured from traveling on the scheduled dates.

**2. Serious damage to the Insured's usual residence or professional premises**, provided that the Insured is engaged in a liberal profession or is the direct operator thereof, as a consequence of theft, fire or other damage and which necessarily implies the presence of the Insured and prevents him/her from continuing with the program.

**3. Dismissal of the INSURED from employment of his/her spouse or the Insured's parents**, provided that at the inception of the insurance there was no verbal or written communication for non-disciplinary reasons.

**4. Incorporation to a new job of the INSURED in a different company**, with an employment contract and provided that the incorporation takes place after the insurance has been taken out and that the INSURED was not aware of it on the date on which the reservation of the stay was made.

**5. Granting of official scholarships for studies or work for more than one month**, and granted after the trip has been booked by Public Bodies and which prevents and impedes the Insured from continuing the trip.

**6. Unexpected call for serious surgical intervention of the Insured, for which there was no date foreseen at the time of contracting the trip, and whose date is set during the trip.**

**7. Complications of pregnancy or miscarriage, which require, in the opinion of a medical professional, bed rest.**

Deliveries and complications of pregnancy after the seventh month of gestation are excluded.

**8. The official declaration of a catastrophe zone at the INSURED's place of residence or at the destination of the trip.**

The official declaration of the place of transit to the destination as a disaster area is also covered by this guarantee, provided that this is the only way to reach the destination.

**9. Unexpected call for organ transplant of the INSURED whose date prevents the continuation of the trip or program.**

**10. Granting of official scholarships that prevent the completion of the trip.**

**11. Due to the withdrawal of the Insured's driving license, provided that the vehicle is to be used as a means of locomotion for the trip** and none of the Insured's companions can replace him/her in the driving of the vehicle.

**12. Invitation to an official competitive examination to be held within the dates of the trip.**

**13. A make-up examination during the period of the trip.**

**14. Failure to pass the exams that would allow the student to advance to the next grade and that requires the student to take exams or remedial courses during the dates of the contracted trip.**

**15. Theft of documentation or luggage that makes it impossible for the INSURED to continue the trip.**

**16. Interruption of the trip or program contracted by an Insured and registered companion, who has to interrupt the trip or program for any of the covered reasons and that for such reason the Insured has to remain alone.** IMA IBÉRICA shall only reimburse the additional accommodation expenses arising from such interruption if the file is subject to reimbursement.

The economic limit shall be based on the amount contracted by the Policyholder in the membership of each Insured and declared by the Policyholder to the Insurer. Maximum insured limit for the two coverages of up to €10,000 per person and trip.

For the calculation of the compensation, the total price of the contracted program (excluding transportation services) will be divided by the nights contracted in the same, and IMA IBÉRICA will be reimbursed for the nights not used up to the contracted cancellation limit.

IMA IBÉRICA will not bear any expenses related to these warranties that have not been previously requested and arranged by IMA IBÉRICA.

In no case will the costs of medical tests performed and necessary to enter the country of destination be covered. Fingerprints, biometrics and similar.

### 13. EXCLUSIONS

- 1) The guarantees and services that have not been requested to IMA IBÉRICA and that have not been carried out by or with its agreement, except in case of force majeure or proven material impossibility.
- 2) Losses caused by fraud or bad faith on the part of the Insured Party, the Policyholder, the Beneficiaries or the persons traveling with the Insured Party.
- 3) Claims occurring in case of terrorism, war (civil or foreign) declared or undeclared, demonstrations and popular movements, civil commotion, sabotage, civil disturbances and uprisings are expressly excluded.
- 4) Losses arising from the Insured's participation in bets, challenges or fights, except in case of legitimate self-defense.
- 5) Claims arising from depression, anxiety, stress and mental or nervous disorders.
- 6) Losses resulting from the consumption of alcohol, drugs and narcotics, unless these have been prescribed by a physician and are consumed in the manner prescribed by the physician.
- 7) Losses caused by irradiation from nuclear transmutation or disintegration or those related to radioactivity of any kind, as well as those related to biological or chemical agents.
- 8) When traveling other than as a passenger on a scheduled flight.
- 9) Costs or expenses incurred by the Insured Party for a claim filed against a tour operator, travel agent, Airline or the Insurance Company.
- 10) Costs or expenses incurred before IMA IBÉRICA has given its approval, which it will not unreasonably withhold. IMA IBÉRICA reserves the right to withdraw it at any time, and to cease to be liable for additional expenses.
- 11) Any economic loss that is recoverable under other insurance. If there is a partial recovery under other insurance, then this guaranty will cover the difference up to the maximum limit of indemnity.
- 12) A cosmetic treatment, a cure, a contraindication for air travel, the lack or contraindication of vaccination, the impossibility of following the recommended preventive medical treatment in certain destinations, the voluntary interruption of pregnancies, alcoholism, the consumption of drugs and narcotics, unless these have been prescribed by a physician and are consumed in an indicated manner.
- 13) Chronic or pre-existing illnesses of all travelers regardless of their age, in case they are not recovered from such illness at the time of underwriting the trip.
- 14) Chronic, pre-existing or degenerative illnesses of the family members described in the General Conditions.
- 15) Except for those specifically covered under cancellation guarantee 12.1.14 "Official declaration of catastrophic zone", losses caused by earthquake, tidal wave, extraordinary floods, volcanic eruptions, atypical cyclonic storm and falls of sidereal bodies and aerolites.

16) Failure to present, for any reason whatsoever, documents essential for any trip, such as passport, visa, tickets, vaccination card or vaccination certificate, except in case of theft covered by reason number 14.4.10 of the Trip Cancellation Expenses benefit.

17) Any trip contracted after having received a terminal prognosis.

18) When traveling for medical treatment.

19) Any trip contracted against medical advice.

20) Medical or cancellation costs resulting from sexually transmitted diseases.

21) Any errors and/or omissions in the reservation agreements.

22) In general, all cancellations occurring as a consequence of causes occurring at the time of contracting the policy, known to the Policyholder and/or Insured.

23) Except for the two cases expressly included in cancellation reason 1 "Illness of the Insured" or "death of a family member", claims occurring in the event of epidemic, pandemic or quarantine are excluded.

#### **14. INDEMNIFICATION CLAUSE BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS**

In accordance with the provisions of the revised text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004 of October 29, 2004, the Policyholder of an insurance contract of those that must compulsorily include a surcharge in favor of the aforementioned public business entity has the power to agree the coverage of extraordinary risks with any IMA IBÉRICA entity that meets the conditions required by the legislation in force.

Compensation arising from losses caused by extraordinary events occurring in Spain and affecting risks located therein and, in the case of damage to persons, also those occurring abroad when the Insured Party has his habitual residence in Spain, shall be paid by the Insurance Compensation Consortium when the Policy Holder has paid the corresponding surcharges in his favor and any of the following situations occurs:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy contracted with IMA IBÉRICA.
- b) That, even being covered by said insurance policy, the obligations of the entity IMA IBÉRICA could not be fulfilled because it has been judicially declared bankrupt or because it is subject to a liquidation procedure, intervened or assumed by the Consorcio de Compensación de Seguros (Insurance Compensation Consortium).

The Insurance Compensation Consortium shall adjust its actions to the provisions of the aforementioned legal Statute, in Law 50/1980 of October 8, 1980, on insurance contracts, in the Regulation of extraordinary risk insurance, approved by Royal Decree 300/2004, of February 20, 2004, and in the complementary provisions.

#### **SUMMARY OF LEGAL REGULATIONS**

##### **14.1. Extraordinary events covered**

The following natural phenomena:

- a) Earthquakes and tsunamis; extraordinary floods, including those caused by sea surges; volcanic eruptions; atypical cyclonic storms (including extraordinary winds with gusts in excess of 120 km/h and tornadoes) and falling sidereal bodies and aerolites.
- b) Those caused violently as a consequence of terrorism, rebellion, sedition, riot and popular tumult.
- c) Acts or actions of the Armed Forces or of the Security Forces and Corps in peacetime.

Atmospheric and seismic phenomena, volcanic eruptions and the fall of sidereal bodies shall be certified, at the request of the Insurance Compensation Consortium, by means of reports issued by the State Meteorological Agency (AEMET), the National Geographical Institute and other public bodies competent in the matter. In cases of events of a political or social nature, as well as in the event of damage caused by events or actions of the Armed Forces or of the Security Forces or Corps in peacetime, the Insurance Compensation Consortium may request from the competent jurisdictional and administrative bodies information on the events that have occurred.

#### **14.2. Franchise.**

I. The deductible payable by the Insured Party shall be:

- a) In the case of direct damage, in the case of insurance against damage to property, the deductible payable by the Insured Party shall be seven percent of the amount of the compensable damage caused by the loss. Notwithstanding, no deductible shall be made for damage affecting dwellings, homeowners' associations or vehicles insured under automobile insurance policies.
- b) In the case of loss of profits, the excess payable by the Insured shall be the same as that provided for in the policy, in time or amount, for damage resulting from ordinary loss of profits claims. Should there be various deductibles for the coverage of ordinary loss of profit losses, those provided for the main coverage shall be applied.
- c) When a policy establishes a combined deductible for damages and loss of profits, the Insurance Compensation Consortium shall settle the material damages with deduction of the corresponding deductible by application of the provisions of paragraph a) above, and the loss of profits produced with deduction of the deductible established in the policy for the main coverage, reduced by the deductible applied in the settlement of the material damages.

II. In the case of personal insurance, no deductions will be made for deductibles.

#### **14.3. Extension of coverage**

1. The coverage of extraordinary risks shall cover the same assets or persons, as well as the same insured amounts as those established in the insurance policies for the coverage of ordinary risks.
2. Notwithstanding the foregoing, in life insurance policies which in accordance with the provisions of the contract, and in accordance with the regulations governing private insurance, generate a mathematical provision, the coverage of the Insurance Compensation Consortium shall refer to the capital at risk for each Insured, i.e. the difference between the sum insured and the mathematical provision that the Insurance Company that issued the policy must have constituted. The amount corresponding to the mathematical provision shall be paid by the aforementioned IMA IBÉRICA Entity.

#### **14.4. Notification of damages to the Insurance Compensation Consortium.**

1. The request for indemnification of damages whose coverage corresponds to the Insurance Compensation Consortium shall be made by means of a communication to the same by the Policyholder.



- insurance, the Insured or the Beneficiary of the policy, or by whoever acts for and on behalf of the aforementioned, or by the IMA IBÉRICA entity or the insurance broker with whose intervention the insurance was managed.
2. The communication of damages and the obtaining of any information related to the procedure and the status of claims processing may be carried out:
    - By calling the Insurance Compensation Consortium Call Center (952 367 042 or 902 222 665).
    - Through the website of the Insurance Compensation Consortium ([www.conorseguros.es](http://www.conorseguros.es)).
  3. Valuation of damages: The valuation of damages that may be compensated in accordance with insurance legislation and the contents of the insurance policy shall be carried out by the Insurance Compensation Consortium, without the latter being bound by the valuations that, if applicable, may have been carried out by the IMA IBÉRICA entity covering ordinary risks.
  4. Payment of the indemnity: The Insurance Compensation Consortium shall make the payment of the indemnity to the Beneficiary of the insurance by bank transfer.

## 15. LIMITS

IMA IBÉRICA shall assume the aforementioned expenses, within the established limits and up to the maximum amount contracted for each case and which appear in the Particular Conditions of the policy. In the case of events having the same cause and occurring at the same time, they shall be considered as a single loss.

If at the time the loss occurs, the sum insured is less than the value of the interest, IMA IBÉRICA shall indemnify the damage caused in the same proportion as that covered by the insured interest. Likewise, if the type of trip indicated in the subscription of the policy differs from that actually contracted by the Insured, IMA IBÉRICA shall indemnify the damage caused in the same proportion in which it covers the insured interest.

**IMA IBÉRICA shall be obliged to pay the benefit, except in the event that the loss has been caused by the Insured Party's bad faith or fraudulent intent.**

In the guarantees that involve the payment of a cash amount, IMA IBÉRICA is obliged to pay the indemnity at the end of the investigations and appraisals necessary to establish the existence of the loss.

**In any event, IMA IBÉRICA shall pay, within 40 days from the receipt of the declaration of loss and the documentation required to process the claim, the minimum amount of what it may owe, according to the circumstances known to it.**

If IMA IBÉRICA has not made such indemnity within three months from the notification of the loss for reasons not justified or attributable to it, the indemnity shall be increased by 20% per annum or by the percentage determined by law at the time of payment.

For the guarantees with a maximum amount per claim, a maximum period of 15 days is established from the occurrence of the claim for the Insured Party to notify IMA IBÉRICA of the same. If more claims are reported after this date, the payment thereof shall be made provided that the maximum amount of the indicated accumulation has not been exceeded.

In the event that the amount claimed by all the affected parties exceeds the established amount, the payment of the claims will be made by applying a proportional rule between the amount of the claim reported and the amount of the amount of the accumulation.

## **16. ADDITIONAL PROVISIONS**

IMA IBÉRICA shall not assume the guarantees and services that have not been requested and that have not been carried out by or with its agreement, except in case of force majeure or proven material impossibility.

When the direct intervention of IMA IBÉRICA is not possible in the rendering of the services, IMA IBÉRICA shall be obliged to reimburse the Insured Party for the duly accredited expenses arising from such services covered by the Policy, within a maximum term of 40 days as from the presentation thereof.

**In any case, IMA IBÉRICA reserves the right to request the Insured Party to submit reasonable documents or evidence in order to make the payment of the requested benefit effective.**

## **17. PRESCRIPTION**

Actions arising from the insurance contract shall be barred within two years from the time when they could be exercised.

## **18. INDICATION SPANISH CLAUSE OF NOTIFICATION OF DEVIATION FROM THE POLICY**

If the content of the policy differs from the insurance proposal or the agreed clauses, the Policyholder may claim to IMA IBÉRICA within a period of one month from the delivery of the policy to correct the existing divergence. Once said term has elapsed without the claim being made, the provisions of the policy shall apply.

## **MAXIMUM CUMULUS**

***The maximum indemnity (sum insured) for the period of this policy shall not exceed 1,200,000 euros.***

***In the event that the total damage suffered by several Insureds exceeds the sum insured of 1,200,000 euros, the indemnity shall be reduced proportionally.***