

GENERAL CONDITIONS OF THE COLLABORATION AGREEMENT STIPULATED BY ATTIS L'HOTELLERIE CORREDURÍA DE SEGUROS, S.L. AND EUROP ASSISTANCE ESPAÑA, S.A. DE SEGUROS Y REASEGUROS

Booking cancellation insurance

INSURER

EUROP ASSISTANCE ESPAÑA, S.A. DE SEGUROS Y REASEGUROS (hereinafter referred to as **EUROP ASSISTANCE**), which assumes the risk defined in this contract.

POLICY HOLDER

The **natural person or legal entity** stipulating this contract with the Insurer and that is responsible for the obligations ensuring from it, save those whose nature mean that they must be fulfilled by the Insured Party.

INSURED PARTY

Natural person who, having reserved the rental of a holiday home through any of the Agencies listed on the **TAIS** platform of **ATTIS L'HOTELLERIE CORREDURÍA DE SEGUROS, S.L.** (hereinafter "ATTIS"), stipulates this optional insurance and is **notified to EUROP ASSISTANCE**.

ESCORT

Any person other than the Insured Party who is named on the same reservation, who may or may not be insured.

SERIOUS ILLNESS

Any change occurring to the health of an individual requiring hospitalization and which makes it impossible for the Insured Party to start travel, prevents him from continuing it to the date envisaged or is **life-threatening**.

MAJOR ACCIDENT

Any bodily injury deriving from a violent cause, suffered externally and outside the deliberate intentions of the injured party, the consequences of which prevent him from normal travel outside his habitual place of domicile.

CLAIM

Any event suffered that is accidental, unforeseen and not the intention of the Insured Party, the damaging consequences of which are covered by the cover offered by this policy. All damages deriving from a single cause are considered as constituting a single, unique claim.

SUBJECT OF THE INSURANCE

This insurance aims to provide insurance against the costs of cancellation of the booking made by the Insured Party, as previously planned, organised and disseminated via the **ATTIS TAIS** platform, which in the

general conditions are referred to as "1.- Booking cancellation costs".

The policy will apply in compliance with the general conditions defined below.

Possible indemnities due for the cancellation of the formalised, insured booking, will be liquidated in the amount in euros.

TERRITORIAL SCOPE

The cover offered by this policy will be valid in the whole world.

PROCESSES IN THE EVENT OF CANCELLATION

After having notified the supplier of the cancellation of the booking and made it effective, the Insured Party must inform **EUROP ASSISTANCE** of the cancellation of the booking by calling 902.181.406 (34.91.514.36.25), faxing 91.514.37.42 or visiting the **EUROP ASSISTANCE** website (www.europ-assistance.es), where he can access the "On-line reimbursement" to create his application for reimbursement, thereafter submitting the documents showing the cause of the cancellation of the booking and the original invoices or other evidence, sending them to:

**Apartado de Correos 36316
28020 MADRID**

If there should be more than one cause of a claim, the first occurring and proven by the Insured Party will be taken as the cause.

The Insured Party must inform EUROP ASSISTANCE of the events of the claim within 7 days of onset.

Reimbursements made by **EUROP ASSISTANCE**, will be made in compliance with the provisions of Spanish law, in line with that established for payments in cash and the removal of capital from national territory. Thus, in order to obtain reimbursement of an amount of 10,000 euros or more (or the equivalent value in foreign currency) for the costs of contingencies covered that the Insured Party may have paid in cash outside Spain, **EUROP ASSISTANCE** will require bank evidence to be supplied of the withdrawal of cash outside Spain, or evidence that has been declared compliant with the provisions of Article 34 of Law 10/2010 on the prevention of money laundering.

PROCESSES IN THE EVENT OF A COMPLAINT BY THE INSURED PARTY

EUROP ASSISTANCE offers Insured Parties a Complaint Service, the Regulation of which is available on the web page www.europ-assistance.es. Policy holders, insured parties, beneficiaries, damaged third parties or assignees of any of the foregoing may submit

complaints in the “Client Protection” section of the website or by writing to the Complaints Service:

Address: Servicio de Reclamaciones [Complaints Service]

Cl. Orense, 4 – Planta 14
28020- MADRID

Said Service, which operates autonomously, will process and settle written complaints addressed to it within two months of receipt, in compliance with Order ECO/734/2004 of 11 March and Law 44/2002 of 22 November.

If the Complaints Service has been contacted to no avail, the complainant may make his complaint to the Complaints Service offered by the Directorate General of Insurance and Pension Funds, addressing it to:

Pº de la Castellana, 44
28046- MADRID

SUBROGATION

EUROP ASSISTANCE shall subrogate, up to the total cost of the services it provides, in the rights and actions of the Insured Party against any person responsible for the events causing it to intervene. When the cover offered in implementation of this Contract is covered fully or partially by another Insurer or by any other institution or person, **EUROP ASSISTANCE** shall subrogate in the rights and claims of the Insured Party against said company or institution.

To this end, the Insured Party undertakes to collaborate actively with **EUROP ASSISTANCE**, providing any assistance or certifying any documents as may be considered necessary.

LEGISLATION AND JURISDICTION

The Insured Party and **EUROP ASSISTANCE** agree to submit to Spanish legislation and jurisdiction for the effects of this contract.

COVER OFFERED

Booking cancellation

EUROP ASSISTANCE will reimburse **up to the limit insured according to the booking deposit, and in any case no more than 2,000 euros**, the costs for the cancellation of the reservation (referring only to the accommodation, unless the invoice also includes other items that cannot be separated out and in any case not covering tax, issue charges, insurance and any additional expense) as may be invoiced to the Insured Party in application of the general conditions of sale employed by the provider. The reservation must have been cancelled prior to the start of the stay, and the cancellation notified to the provider.

Reimbursement will be made in euro.

This cover shall apply from the date on which the booking is formalised and shall end on the date accommodation starts or should start. **It will only be valid if at least 72 hours have passed between when the policy is stipulated and when the event generating the cancellation takes place.**

The causes of the cancellation resulting in the application of this cover, must prevent use of the accommodation on the dates contracted and must have taken place after stipulating the insurance:

1. Serious illness, major bodily accident or death of:
 - the Insured Party.
 - first or second degree family member.
 - the person designated to look after under-age or disabled children.
 - the professional substitute.
2. death of a third degree family member.
3. serious injury in the home or professional premises of the Insured Party.
4. dismissal of the Insured Party.
5. starting work in a new company, to which he was hired during the previous six months. The multiple contracts stipulated by temporary employment agencies (“ETT”) to carry out works in other companies will be considered as contracts for the companies in which the worker goes about his work.
6. Summoning as party, witness in a court or member of a jury.
7. Presentation at official examinations.
8. Convening as a member of a polling station.
9. Acts of air, terrestrial and shipping piracy that makes it impossible for the Insured Party to start his travel or stay.
10. Expenses due to the transfer of the stay due to cancellation by the Insured Party.
11. Parallel income declaration made by the Ministry of Finance for an amount in excess of 600 euros.
12. Cancellation of travel because the Insured Party travels with another similar won in a public raffle and before a notary.
13. Theft of documents or equipment, which makes it impossible for the Insured Party to start or continue travel or start his stay.
14. Breakdown or accident in the vehicle owned by the Insured Party or his spouse, which prevents the Insured Party from starting or continuing travel or the stay.
15. Extension of the contract of employment.
16. Forced transfer of work, with a period spent away that exceeds three months.
17. Unexpected call for surgery.
18. Complications during pregnancy or miscarriage.
19. Official declaration of a natural disaster in the place of origin of the Insured Party.
20. Police detainment of the Insured Party for causes that are not a crime.
21. Summoning for divorce proceedings.
22. Assignment of an adopted child.
23. Call for organ transplant.
24. Unexpected non-concession of visas for unjustified reasons.
25. Concession of official grants.
26. Any illness of insured children under the age of two.

27. Summoning for the submission and signing of official documents.
28. Declaration of contest of the Insured Party's company.

The costs of the cancellation of an insured escort named on the same reservation will be covered when the Insured Party has cancelled for any of the reasons given in this cover and this cancellation would mean that the escort has to travel alone.

Insured under-age children named on the same reservation will also be covered when one of the accompanying adults cancels for any of the reasons given in this cover.

To claim the indemnity granted under this cover, the Insured Party must submit the following documents:

1. Copy of the document showing the onset of the claim (medical report or death certificate, report by the fire brigade, police report, report by the insurance company, etc.). This document must state the date of the event (hospitalisation, death, claim).
2. Invoice and/or receipts of payment of the deposit to the provider.
3. Copy or photocopy of the invoice of cancellation costs.

Cancellation costs of the reservation must be justified in the documents requested above.

EXCLUSIONS

This policy does not cover the costs stemming from the contracting of excursions, visits, entries and all other costs that are not exclusively transport and accommodation. Equally, it does not cover the consequences of the following events:

1. those caused deliberately by the Insured Party or policy beneficiaries.
2. illnesses or accidents deriving from the consumption of alcoholic drinks, drugs, medicines or medicinal products, save where they have been prescribed by a doctor.
3. those arising from an act of fearless imprudence or gross negligence and those deriving from crimes and the participation in bets, challenges or fights, except where in cases of legitimate defence.
4. suicide, attempted suicide or self-harming by the Insured Party.
5. epidemics or infectious disease of repeated onset and rapid progression in the population as well as those caused by pollution and/or atmospheric contamination.
6. wars, manifestations, uprisings, popular movements, acts of terrorism, sabotage and strikes, whether or not such have been officially declared.

7. transformation of the atom nucleus and radiation caused by the artificial acceleration of atomic particles.
8. earthquakes, flooding, volcanic eruption and, more generally, all natural disasters.
9. non-subjection to official bans.
10. lack or impossibility of vaccination or monitoring of the medical treatment necessary to travel to certain countries.
11. non-presentation, forgetting and/or expiry of the documents necessary to travel, such as passport, visa (except for non-concession for justified reasons), tickets or similar.
12. any meteorological contingency that makes it impossible to carry out the activity envisaged for the travel or stay, except for the cover of an official declaration of a disaster zone.
13. any cause not demonstrated by means of all documented evidence that shows the reason for cancellation.
14. Any non-serious illness, except those specifically covered.
15. Any cause of cancellation or annulment of the stay contracted that is not specifically described as cover offered in the relevant article, is specifically excluded.