

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

### Booking cancellation insurance

#### **PRELIMINARY INFORMATION**

Pursuant to the stipulations of article 96.1 of Act 20/2015, dated July 14, on the organisation, supervision and solvency of insurance and reinsurance companies and Royal Decree 1060/2015, dated November 20, approving the implementing regulations thereof, it is expressly stated that the information contained in this clause has been notified to the Insurance Policyholder prior to entering into contract.

1. That this insurance contract is entered into under the provisions of the right of establishment of the Spanish office of the French insurance company Europ Assistance, a French limited liability company governed by the French Insurance Code, with equity capital of 46,926,941 Euro, registered with number 451 366 405 RCS Nanterre, and with registered office at Promenade de la Bonette, 1 - 92633 Gennevilliers Cedex, France.

2. That Europ Assistance S.A., Sucursal en España is duly registered in the Administrative Register of Insurance Entities of the Directorate General for Insurance and Pension Funds (Dirección General de Seguros y Fondos de Pensiones), and registered office at C/. Orense 4, Planta 14, 28020 Madrid.

3. That, without prejudice to the powers of the Directorate General for Insurance and Pension Funds (DGSFP), the Member State to which supervision of the Insurance Entity belongs is France and that, within the said State, the authority to which supervision corresponds is the Autorité de Contrôle Prudentiel et de Résolution (ACPR), with registered address at 4, Place de Budapest, CS 92459, 75436 Paris Cedex 09, France.

4. That this insurance contract is governed by the terms of the General, Specific and Special Terms and Conditions, where applicable, pursuant to the stipulations of Act 50/80, dated October 8, on Insurance Contracts; the Organisation, Supervision and Solvency of Insurance and

Reinsurance Companies Act (Act 20/2015, dated July 14) and implementing regulations thereof.

5. That the liquidation of Europ Assistance S.A., Sucursal en España is not subject to Spanish legislation. The report on the financial situation and solvency is available on the website of the insurer.

6. That, in the event of any complaint, Europ Assistance S.A., Sucursal en España makes available to Insured parties a Complaints Service, the Regulations of which may be consulted on the website [www.europ-assistance.es](http://www.europ-assistance.es).

Policyholders, insured parties, beneficiaries, aggrieved third parties and assignees of any of the aforementioned are entitled to submit complaints in the section "Defensa del cliente" of the website, or in writing to the Complaints Service:

#### **Servicio de Reclamaciones**

#### **C/. Orense, 4 - Planta 14. 28020 Madrid.**

The aforementioned independently operated Service shall attend to and resolve all complaints directly submitted thereto within a maximum time frame of two months, thus complying with Order ECO/734/2004, dated March 11 and Act 44/2002, dated November 22.

Having exhausted the procedure of the Complaints Service, the claimant is entitled to direct the complaint thereof to the Complaints Service of the Directorate General of Insurance and Pension Funds (Dirección General de Seguros y Fondos de Pensiones), the address of which is:

#### **Paseo de la Castellana, 44. 28046 Madrid.**

7. That the contract is subject to Spanish jurisdiction, a judge having jurisdiction at the usual place of residence of the Insured Party being competent.

#### **INSURER**

Europ Assistance S.A., Sucursal en España, with registered office at C/ Orense 4, Planta 14, 28020 Madrid, that assumes the contractually agreed risk; authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution (ACPR), with registered office at 4, Place de Budapest, CS 92459, 75436 Paris Cedex 09, France and by the Directorate General for

Insurance and Pension Funds (DGSFP) of the Spanish Economy Ministry with regard to market practices.

#### **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 theTAIS 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](http://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.

#### **PERSONAL DATA PROCESSING INFORMATION CLAUSE**

##### **WHO IS THE DATA CONTROLLER RESPONSIBLE FOR PROCESSING YOUR DATA?**

Europ Assistance, S.A., Spanish Branch (hereinafter referred to as the "Insurance Company")

Tax code: W-2504100-E

Address: Calle Orense, 4, 28020 Madrid.

Data Protection Officer (DPO): you can contact our DPO by writing to the Address of the Insurance Company, writing to the attention of the "Data Protection Officer", or by e-mailing [delegadoprotdatos@europ-assistance.es](mailto:delegadoprotdatos@europ-assistance.es)

##### **TO WHAT END IS YOUR PERSONAL DATA PROCESSED?:**

Processing will be mixed (automated and non-automated processing) and for the following purposes:

- To fulfil and pursue the contractual relationship established by the policy.
- Policy accounting, tax and administrative management.
- Collection of premiums and presentation of other invoices.
- Fulfilment of direct debit orders on your account.



- Fulfilment of commercial and marketing actions of other products and services of the Insurance Company.
- Preparation of customer satisfaction surveys.
- Preparation, drafting and issue of the insurance documents.
- Performance of risk and claims analyses.
- Performance of the assessments necessary when a claim or event occurs that is covered by the policy stipulated.
- Performance of internal or third party expert appraisals.
- Liquidation of claims or provision of contracted services.
- Fulfilment of any legally or contractually agreed obligation.
- Carrying out of actions intended to prevent, detect or prosecute fraud.
- In the event of failure to make payment, inclusion in solvency files and common files as determined by applicable sector regulations.
- Statistical actuarial collaboration for the preparation of insurance technical studies.

#### **WHAT IS THE LAWFUL BASIS FOR PROCESSING?**

- Execution of a contract between the Policy Holder, the insured parties and/or the beneficiaries and the Insurance Company.
- Legitimate interest.
- Legal obligation.

#### **WHO WILL RECEIVE YOUR DATA?**

- The companies of the Insurance Company Group in the insurance sector.
- The bank of the Insurance Company and the companies of its Group and the bank holding the data to implement the direct debit order in accordance with current legislation.
- The entities acting as mediator or distributor of insurance for the management of insurance policies processed by such entities.
- The providers chosen by the Insurance Company whose intervention is required in order to manage the cover offered by the policy.
- SEPBLAC in order to fulfil the legal requirements.
- The Directorate General of Insurance and Pension Funds in accordance with the legal provisions.
- The Tax Administration competent for the fulfilment of strictly legal and tax purposes.
- The Public Administration in connection with the competences assigned it.
- In the event of insurance cover of death, the General Register of Last Wills and Testaments) managed by the Directorate General of Registries and Notaries, in compliance with applicable legislation.

#### **COMMERCIAL COMMUNICATION**

In compliance with the provisions of Article 21.2 of Law 34/2002 of 11 July on information society and e-mail services, please note that the Insurer may send you information and advertising about the products and

services it markets that are similar to that contracted by yourself. The data subject may object at any time to the sending of such electronic commercial communication by sending an e-mail with the subject line "BAJA COMUNICACIONES" [DECLINE COMMUNICATIONS] to the following address: [baja.cliente@europ-assistance.es](mailto:baja.cliente@europ-assistance.es)

#### **PROCESSING OF MEDICAL DATA**

The Insurance Company informs you that in order to manage the claims deriving from the policy and the cover it includes, it needs to process personal data relating to your health, whether obtained through the medical questionnaire or in any other manner in the future, during the term of the contract or which the insurance company may obtain from third parties (whether national or international public or private medical centres and/or other healthcare professionals, tests and procedures or additional medical examinations that may be required by the Insurance Company or other public or private entities).

#### **PROCESSING OF THIRD PARTY DATA**

If supplying third party data, the policy contractor must have obtained their prior authorisation to transfer the data to the Insurance Company for the purposes agreed herein.

#### **FOR HOW LONG WILL WE KEEP THE DATA?**

Unless you have consented, we will only keep your data for as long as you remain our client and keep a contract in place with us.

From this moment on, only the minimum data necessary in relation to operations and transactions performed will be kept, duly blocked (i.e. available to the corresponding authorities and for the entity's own defence), to allow us to process any claims that have not expired. In general, the applicable deadlines are 10 years for the Law on the Prevention of Money Laundering, if applicable, and 5 years for processing claims for insurance policies covering personal injury.

Once these deadlines have passed, the data will be definitively erased. If you are not a client and have requested a contract, we will only keep your data for as long as the offer assigned you is valid or, if no deadline has been set, for the legal term.

#### **WHAT RIGHTS DO YOU HAVE?**

By writing to Europ Assistance S.A., Spanish Branch, C/. Orense, 4 28020, Madrid, indicating "Protección de Datos" [Data Protection] in the reference and attaching a photocopy of your identification document, you can exercise the following rights, free of charge, at any time:

- Revoke consent given to process and disclose your personal data.
- Access your personal data.
- Correct any inexact or incomplete data.
- Request the deletion of your data when, amongst other reasons, the data is no longer necessary to the purpose for which it was collected.
- Object to the processing of your data.
- Request your data portability.
- Make a complaint to the Spanish Data Protection Authority by writing to: Calle de Jorge

Juan, 6, 28001 Madrid, if you believe that Europ Assistance S.A, Spanish Branch has breached your rights as granted you by data protection legislation.

To do so, the data subject can contact the Data Protection Officer (DPO) by writing to Europ Assistance, S.A., Spanish Branch, C/. Orense, número 4, 28020 Madrid, or by e-mailing [delegadoprotdatos@europ-assistance.es](mailto:delegadoprotdatos@europ-assistance.es)

#### **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](http://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**

#### **1.- Booking cancellation**

**EUROP ASSISTANCE** will reimburse **up to the limit insured according to the booking deposit, and in any case no more than 3,000 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.**

**2.- Cancellation of travel that has already started (interruption of holidays)**

In the event of interruption of holidays for any of the justified reasons given below:

- Death of the Insured Party
- Personal injury or serious illness involving at least one night in hospital and which makes it medically impossible to continue travel.
- Hospitalisation or death of a Direct Family Member Covered.
- Serious damages caused by fire, explosion, theft or natural disaster, at the main or secondary place of residence or at the professional premises if the insured party is a freelance professional or manages a business and his presence is absolutely necessary.
- Non-disciplinary dismissal of the Insured Party or forced move of work that requires a change in domicile.

- 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.
- Summoning as party, witness in a court or member of a jury.

**The causes of the application of this cover must occur after the start of travel covered by this insurance.**

**EUROP ASSISTANCE will reimburse the costs corresponding to the days not used of the Temporary Domicile and up to a maximum of 800 euros for all Insured Parties. The Insured Party must submit the document showing the contracting and payment of the accommodation in order to claim reimbursement.**

**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 an 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 an 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.

The party signing below acknowledges that it has, on this same date, received all the information required by the Regulation implementing the Law governing the Management, Supervision and Solvency of Insurers and Reinsurers, in writing and before signing the Contract.

Read and agreed by the Policy Holder, who expressly accepts the clauses setting out limitations and exclusions contained in the General, Specific and Special Conditions of this policy.

Europ Assistance S.A.  
Spanish Branch

The Contractor

Europ Assistance, S.A.  
Spanish Branch



Estimado cliente:

Por medio de la presente le comunicamos que, en todas las pólizas contratadas **Europ Assistance** pasa a considerar la **Covid-19** como una enfermedad cubierta por su póliza, con las coberturas y límites por usted contratadas.

Para cualquier información adicional que necesite, puede ponerse en contacto con nosotros a través de nuestra web: [www.europ-assistance.es](http://www.europ-assistance.es)

Reciba un cordial saludo

Europ Assistance



**Europ Assistance, S.A. Sucursal en España**

Orense, 4 - 28020 Madrid – España - **Tel.** + 34 915 149 900 - **Fax** +34 915 149 950  
Gran Vía de les Corts Catalanes, 129-131 – planta 5ª – 08014-Barcelona – España - **Tel.** + 34 934 903 323 - **Fax** +34 934 912 225

**[www.europ-assistance.es](http://www.europ-assistance.es)**

Registro Mercantil de Madrid, Hoja M-709205, Tomo 39930, Folio 153. NIF: W-2504100-E, una sucursal de Europ Assistance, Sociedad Anónima Francesa, regulada por el Código de Seguros Francés con un Capital Social de EUR 46,926,941 y Número de Registro 451 366 405 RCS Nanterre, con Sede Social en 1, promenade de la Bonnette - 92633 Gennevilliers Cedex, France.