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**Insurance** 

**Group Assistance + Cancellation 1800 Cruises** 

### **SPECIAL CONDITIONS**

### **SECTION 1. PURPOSE OF THE INSURANCE**

This travel insurance is a contract by means of which a set of covers is offered to provide a solution to certain situations that may arise during the trip organised by the Policyholder, or even before the start of the trip. Said coverage is that which is included and limited in this contract.

### **SECTION 2. INSURED PERSONS**

Persons who have taken out an "ASSISTANCE + CANCELLATION 1,800 GROUPS" insurance policy with the Policyholder, and whose details have been declared to CASER prior to the start of the cover, will be considered as insured persons.

#### **SECTION 4. SCOPE OF INSURANCE**

The guarantees described in this Policy are valid for events occurring worldwide and on board the cruise ship.

## PARAGRAPH 5. VALIDITY

In order to benefit from the guaranteed benefits, the time spent away from the Insured Person's habitual residence <u>must not exceed 90 days</u> <u>per trip or journey</u>.

The insurance is valid for Spanish and foreign nationals who start their trip in Spain and take out the insurance in Spain.

# **SECTION 6. REQUEST FOR ASSISTANCE:**

For the provision of the services inherent to the guarantees of this insurance policy, it is indispensable that the insured person requests their intervention at the moment in which the event occurs, by calling the following telephone number, operative 24 hours a day, every day of the year: +34 910551602.

In case of requesting a refund or compensation to which you are entitled, please send an email to siniestros@bujaldon-sl.com, with the subject reference "BUJALDON REIMBURSEMENTS - DNI/passport".

In the telephone communications requesting Assistance for the guarantees indicated, the following must be indicated: name and ID of the insured person, the place where he/she is, telephone number and type of assistance required.

No responsibility is assumed for delays or non-compliance due to force majeure or to the special administrative or political characteristics of a specific country. In any case, if direct intervention is not possible, the insured person will be reimbursed on his return to Spain, or in case of necessity, as soon as he is in a country where the aforementioned circumstances do not apply, for the expenses he has incurred and which are guaranteed, on presentation of the corresponding supporting documents.

The benefits of a medical nature and medical transport must be carried out with the prior agreement of the doctor of the hospital attending the insured person with the Insurer's Medical Team.

## PARAGRAPH 7 . ADDITIONAL CLAUSE :

The Policyholder assumes the obligation of delivering to the insured persons the insurance certificates that include the stipulations included in the aforementioned Conditions. Likewise, in the event of non-renewal of the policy, the Policy Holder assumes the obligation to inform the insured persons of the termination of the contract and the end of the rights that the contract grants to the said insured persons.

# PARAGRAPH 8 . DATA PROTECTION CLAUSE:

In accordance with current data protection regulations, we inform you that the data you provide us with will be processed by CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A. -CASER- which is responsible for processing the data for the purpose of formalising and complying with the insurance contract or pension plan, preventing fraud, as well as drawing up profiles and commercial communications. The legitimacy for the processing of your personal data lies in the conclusion of a contract or pre-contract, in the fulfilment of legal obligations and in the legitimate interest of the data controller. We also inform you that the recipients of your personal data will be, where appropriate, the reinsurance or coinsurance entities, companies of the Caser Group,

entities for the prevention of fraud and public administrations. You may exercise your rights of access, rectification, deletion, portability, limitation and opposition to processing, by post or e-mail, providing proof of your identity. We also inform you of the contact details of the Data Protection Delegate. Postal Address: Avenida de Burgos, 109 - 28050 Madrid E-mail: dpogrupocaser@caser.es. You can consult additional and detailed information on our website: www.caser.es/protección-de-datos.

# SECTION 9. DEFENCE SERVICE FOR THE INSURED PERSON

- 1. CAJA DE SEGUROS REUNIDOS, Compañía de Seguros y Reaseguros, S.A. (CASER) offers its clients its Insured Person's Defence Service (Complaints and Claims) at Avenida de Burgos, nº 109, 28050 Madrid, and at the e-mail address defensa- asegurado@caser.es.
- 2. This Service will attend to and resolve, in accordance with current regulations, within a maximum period of one month from their presentation, complaints and claims made, directly or through accredited representation, by all individuals or legal entities, insurance users and participants or beneficiaries of employment pension plans and CASER members, when these refer to their legally recognised interests and rights related to their insurance and pension plan operations, whether they derive from the contracts themselves, the regulations on transparency and customer protection or good practices and uses, in particular the principle of equity.

The presentation of the complaint or claim may be made in person or by accredited representation at any office of the Company open to the public or at the office of the Insured Person's Defence Service, at Avenida de Burgos 109, 28050 - Madrid, by post or by computer, electronic or telematic means, provided that these allow its reading, printing and conservation, in which case, it must comply with the provisions of Law 59/2003, of 19 December, on Electronic Signatures.

- 3. If the admission of the claims or complaints is refused, or if the request is totally or partially rejected, or if a period of one month has elapsed from the date of its submission to the Service for the Defence of the Insured Person, without it having been resolved, the interested party may submit their claim or complaint to the Complaints Service of the Directorate General of Insurance and Pension Funds (Paseo de la Castellana, nº 44, 28046 Madrid), a body that will act as an alternative dispute resolution entity in consumer matters, in accordance with the First Additional Provision of Law 7/2017, of 2 November. For this purpose, the address of the website of the Directorate General of Insurance is provided, www.dgsfp.mineco.es/reclamaciones/, where the claimant can find out about the procedure, requirements and means to file a claim or complaint. Likewise, the claimant may submit it to the competent courts and tribunals.
- 4. In all CASER offices open to the public, and on the website www.caser.es, our clients, users or injured parties will find a model complaint form at their disposal, as well as the Regulations of the Company's Insured Person's Defence Service, which regulates the activity and operation of this Service, and the characteristics and requirements for presenting and resolving complaints and claims. Likewise, from this web page, the complaint or claim can be presented.
- 5. The resolutions will take into account the obligations and rights established in the General, Specific and Special Conditions of the contracts, the regulations governing insurance activity and the regulations on transparency and protection of customers of financial services (Insurance Contract Law, Law on Regulation, Supervision and Solvency of Insurance and Reinsurance Entities, and its implementing regulations, revised text of the Law on Regulation of Pension Plans and Funds, Regulations of Pension Plans and Funds, Law on Financial System Reform Measures, Law on Alternative Dispute Resolution in Consumer Matters, Order ECC/2502/2012, which regulates the procedure for submitting claims for alternative dispute resolution in Pension Plans and Funds, Regulation of Pension Plans and Funds, Law on Financial System Reform Measures, Law on Alternative Dispute Resolution in Consumer Matters, Order ECC/2502/2012, which regulates the procedure for submitting complaints to the Complaints Service of the Directorate General of Insurance and Pension Funds, among others, Order ECO 734/2004, of 11 March, on the customer services of financial institutions, revised text of the General Law for the Defence of Consumers and Users and other complementary laws).

The attached General Conditions K0001305-A apply.

The Policyholder/Insured Person of the policy declares to have received prior to the signature of this document, all the information required by article 122 of the ROSSEAR. Likewise, he/she declares to have received and to show his/her conformity with the content of the particular, general and special conditions, if applicable, of the insurance taken out and, in particular, expressly accepts the clauses highlighted in bold that correspond to the exclusions and limiting clauses of the contract.

THE POLICYHOLDER Read and Agreed

CAIXA DE SEGUROS REUNIDOS, Compañia de Seguros y Reaseguros, S.A. CASER

#### PRELIMINARY CLAUSE

These Special Conditions supersede any stipulations in the General Conditions that contradict them, and the remaining General Conditions not affected by these Special Conditions shall apply.

This insurance contract is governed by the provisions of the Insurance Contract Law (Law 50/80, of 8 October), and by the Law on the Regulation, Supervision and Solvency of Insurance and Reinsurance Companies (Law 20/2015, of 14 July) and its implementing regulations.

#### **DESCRIPTION OF RISKS COVERED AND EXTENT OF COVER**

### 1 - MEDICAL EXPENSES

## 1.1 Medical expenses in Spain.

If during a trip covered by the policy, any of the insured persons should require medical, surgical, hospital or pharmaceutical assistance as a result of an unforeseeable illness or accident, the Insurer will cover the expenses incurred on trips in the country of nationality and/or habitual residence of the insured person: medical, surgical, hospitalisation and/or pharmaceutical expenses prescribed by a doctor, up to a maximum amount of €50,000 per insured person.

Expenses that the insured person may incur once he has returned to his home or to a health centre close to his home are not included, nor those arising from medical or surgical treatments that are not necessary in the opinion of the Insurer's medical team, or whose performance may be delayed until the insured person returns to his home.

An excess payable by the insured person of €50 will be applied for each claim occurring in the country of nationality or habitual residence of the insured person.

#### 1.2 Medical expenses abroad.

If during a trip covered by the policy, any of the insured persons should require medical, surgical, hospital or pharmaceutical assistance as a result of an unforeseeable illness or accident, the Insurer will pay for the expenses incurred on trips outside the country of nationality and/or habitual residence of the insured person: medical, surgical, hospitalisation and/or pharmaceutical expenses prescribed by a doctor, up to a maximum amount of €50,000 per insured person.

Expenses that the insured person may incur once he has returned to his home or to a health centre in his country of nationality or residence are not included, nor those arising from medical or surgical treatments that are not necessary in the opinion of the Insurer's medical team, or whose performance may be delayed until the insured person returns to his home. In the event of persons with more than one nationality, the limit of medical expenses in any of the countries of which he is a national shall be the equivalent to those of a Spanish person in Spain.

Under the Medical Expenses in Spain and Abroad cover, the costs of the Covid 19 test are excluded if it has not been prescribed by a doctor due to symptoms compatible with the illness.

1.3 Dental medical expenses. In the event that any of the insured persons, during a trip outside their country of nationality or residence, should require emergency dental care, the Insurer will cover, up to a maximum amount of 150€, the expenses strictly necessary to alleviate the pain.

### 2 - REPATRIATION

For the purposes of repatriation, the insured person's usual place of residence in Spain will be considered as the insured person's usual place of residence.

### 2.1 Repatriation or medical transfer due to illness or accident.

The Insurer shall cover the transfer expenses of any of the insured persons when, in the course of a trip covered by the policy, they suffer an unforeseeable illness or an accident. It shall place at their disposal its own medical team which, in contact with the attending doctor, shall determine the need and most suitable means for their transfer to the nearest hospital and their subsequent return to their home in Spain, using for this purpose a regular airline plane, mobile unit, medical plane (the latter limited to Europe and countries bordering the Mediterranean), etc., if the urgency and seriousness of the case so requires.

The transfer and means of transport shall be decided by the Insurer's medical team, and the Insurer shall be exempt from any liability and payment if its instructions are not followed. Only medical requirements shall be taken into account when choosing the means of transport and the hospital where the insured person must be admitted.

The Insurer will cover the travel expenses of those accompanying the insured person on the trip (spouse and minor children).

25 years of age who live with their parents or an accompanying person), to the place of habitual residence of the insured person or, at their choice, to the destination of the trip, provided that the expenses do not exceed those of returning to their home and when the means initially planned for their return or continuation of the trip could not be used as a consequence of the health transfer of the insured person. Likewise, the insured person's accommodation expenses will be covered until this transfer takes place, in a hotel of up to 4 stars or equivalent and for a maximum of 10 days, as long as the previously contracted accommodation cannot be used.

The Insurer shall not pay for any expenses relating to this cover that have not been previously requested and organised by the Assistance Centre using the telephone numbers established for this purpose. Repatriations due to aggravation of pre-existing illnesses shall be covered.

If the insured person refuses to be transferred at the time and under the conditions determined by the medical service, all guarantees and expenses resulting from this decision are automatically suspended.

### 2.2 Repatriation or transfer due to death.

If any of the Insured Persons should die during a trip covered by the policy, the Insurer shall organise and pay for the transfer of the body to the place of burial in Spain, without this policy covering the expenses of the burial itself. The costs of post-mortem preparation (such as embalming and the minimum coffin required for transfer) in accordance with legal requirements shall also be covered. Burial and ceremony expenses are not covered.

The Insurer shall meet the costs of transporting the insured persons accompanying them on the trip (spouse and children under 25 years of age who live with their parents or an accompanying person) to the place of burial in Spain when the means initially planned for their return or continuation of the trip could not be used as a result of the transfer of the deceased.

Furthermore, their accommodation expenses shall be covered until the transfer takes place, in a hotel of up to 4 stars or equivalent and for a maximum of 10 days, provided that previously contracted accommodation cannot be used.

The Insurer shall not bear any expenses relating to this cover that have not been previously requested and organised by the Assistance Centre.

#### 3 - ADDITIONAL COSTS

## 3.1 Extension of stay due to illness, accident or medical quarantine.

If, during a trip, any of the Insured Persons, as a result of unforeseeable illness, accident or medical quarantine, should have to return later than the date initially planned, the Insurer shall pay for their accommodation expenses in a hotel of up to four stars for a maximum of 15 days and €125 per day, provided that this extension of stay is prescribed by a doctor and has the approval of the Insurer's medical team.

# 3.3 Displacement of an accompanying family member.

If, during a trip, one of the insured persons, as a result of an unforeseeable illness or accident, requires hospitalisation that is expected to last more than two days and is travelling alone, the Insurer will pay for a return ticket for one accompanying person, by the regular means of transport that it considers most appropriate.

In the event that the hospitalisation takes place outside the country of nationality or residence of the insured person, the Insurer will cover the costs of accommodation for the companion in a hotel of up to four stars for the duration of the hospitalisation and/or the extension of the stay, up to a maximum of 15 days and 125€ per day.

- 3.4 Accompanying minors due to illness, accident or death. If during a trip, any of the Insured Persons should die or have been transferred to a hospital as a result of an accident or unforeseeable illness, who were travelling with persons under the age of eighteen or with disabled persons, and if none of the accompanying persons, if any, were able to take care of them, the Insurer shall assume the expenses incurred for the travel of a relative or a person to accompany them on their return to their habitual residence in Spain, and shall also pay for their return ticket.
- 3.5 Interpreter service in cases of emergency. The Insurer will provide the insured person with a telephone translation service in the main languages (English, French and German) and facilities for contacting interpreters.
- 3.6 Transmission of urgent messages. The Insurer shall be responsible for transmitting urgent messages entrusted to it by the Insured Person addressed to their family or company in Spain when, for whatever reason, they cannot send them directly, provided that they refer to a circumstance insured by any of the covers in this policy. To do so, the Insured Person shall contact the Insurer's telephone number, which shall remain in service twenty-four hours a day.
- 3.6 General information and travel assistance service. The Insured who travels abroad may ask the Insurer for information about obtaining the necessary visa to travel to the destination country for the trip for which the policy is taken out, as well as about the vaccinations required or recommended by doctors or Competent Authorities. This information must be requested at least two working days before the start of the trip.

# 4 - EARLY RETURN

- 4.1 Early return due to the death of a family member. When, in the course of a trip, any of the Insured Persons should interrupt it due to the death of their parents, grandparents, children, grandchildren, siblings, brothers and sisters-in-law, sisters-in-law, daughters-in-law, sons-in-law, parents-in-law, spouse or unmarried partner registered in the corresponding Register, the Insurer shall bear the cost of transporting the Insured Person and their accompanying insured persons (spouse and children under 25 years of age who live with their parents or an accompanying person) to their home or to the place of burial in Spain.
- 4.2 Early return due to hospitalisation of a relative. When, in the course of a trip, any of the Insured Persons should interrupt it due to serious illness or serious accident of their parents, grandparents, children, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, parents-in-law, spouse or common-law partner registered in the corresponding Register, the Insurer shall cover the cost of transporting the Insured Person and their accompanying insured persons (spouse and children under 25 who live with their parents or an accompanying person), to their home, or to the place of hospitalisation in Spain. For the purposes of this cover, serious illness or serious accident shall be considered to be that which occurs after the start of the trip and requires continuous hospitalisation for more than 5 days according to the Insurer's medical criteria after examining the medical documentation provided and signed by the attending doctor.
- 4.3 Early return due to fire, theft or urgent and inexcusable requirement. When, in the course of a trip, any of the Insured Persons should interrupt it due to the fire or theft of their habitual residence or business premises, or due to an urgent and inexcusable requirement to join the armed forces, the police or the fire service, during the Insured Person's trip, the Insurer shall bear the cost of transporting the Insured Person and their accompanying insured persons (spouse and children under 25 years of age who live with their parents or an accompanying person) to their home in Spain.
- 4.4 Early or delayed return due to the declaration of a State of Alarm or border closure notice at origin or destination. When, in the course of a trip, the Insured Person has to interrupt it, or delay the return, due to the declaration of a State of Alarm or notification of border closure at the place of origin or destination, the Insurer shall bear the difference in the cost of changing tickets for the transfer of the Insured Person and their accompanying insured persons (spouse and children under 25 years of age who live with their parents or an accompanying person) to their home.

The Insurer shall not bear any expenses relating to these guarantees that have not been previously requested and organised by the Assistance Centre.

Exclusions with regard to medical and personal travel assistance guarantees:

- 1. Illnesses or injuries prior to the start of the trip, those produced as a consequence of chronic illnesses, their complications or relapses (except as referred to in points 1.2 and 2.1), and those deriving from criminal actions directly or indirectly attributable to the Insured Persons or their companions.
- 2. The costs of prostheses, implants, glasses or contact lenses and orthopaedic material. Dental consultations and treatments (not included in this contract); experimental surgeries and treatments not recognised by official medical science in Spain. Psychological, psychoanalytical or psychotherapeutic consultations and treatments; sleep or rest cures and spa treatment. Aesthetic, rehabilitation or preventive medicine treatments.
- 3. Voluntary termination of pregnancy and childbirth.
- ${\bf 4.\ Complications\ occurring\ during\ pregnancy,\ from\ the\ 29th\ week\ onwards.}$
- 5. Any type of mental or nervous illness, even if transitory; accidents caused as a consequence of their suffering and the treatment of their derived injuries.
- 6. Accidents or injuries resulting from the practice of sports or dangerous activities.
- 7. Injuries sustained in the course of any occupational activity of a manual nature.
- 8. Illnesses or injuries occurring as a consequence of the Insured Person not having taken all the necessary preventive measures to avoid them, such as vaccinations and other appropriate health recommendations, including medical prescriptions that have been recommended.
- 9. Additional costs for accommodation in single or private rooms in hospitals.
- 10. Illnesses or injuries occurring when the Insured Person undertakes a trip against medical advice, when the trip is contraindicated due to any pathology prior to the trip, those arising directly or indirectly from complications occurring during the entire course of the pregnancy if the Insured Person has suffered complications in previous pregnancies, as well as health or medical expenses incurred by the Insured Person without prior authorisation from the Insurer, and those arising directly or indirectly from complications occurring during the entire course of the pregnancy if the Insured Person has suffered complications in previous pregnancies, as well as health or medical expenses incurred by the Insured Person without prior authorisation from the Insurer.

medical service of the Insurer.

- 11. Illnesses or accidents that are being treated or under medical care within 30 days prior to the start of the trip.
- 12. Expenses arising from injuries sustained as a result of participation in any type of bullfighting event.
- 13. The transfer of the wounded by medical aircraft is limited to the European area and countries bordering the Mediterranean.

#### 5 - BAGGAGE HANDLING

All airline passengers, whether charter or scheduled, have the right to compensation from the airline company causing the damage in the event of damage, loss or delay in the delivery of baggage. These rights are set out in the Spanish Official Gazette (art. 118 Royal Decree 37/2001 of 19 January 2001, Air Navigation Act) and in the Montreal Protocol of 25 September 1975.

- 5.1 Search and dispatch of luggage throughout the world. In the event of theft or loss of luggage, the Insurer will provide the insured person with assistance and advice for the reporting of the facts to the competent authority, as well as the necessary collaboration for the location of the luggage lost by the airline or shipping company.
- 5.2 Compensation for theft, loss or damage to baggage. In the event of loss of or damage to luggage checked in by an airline or shipping company, the Insurer shall compensate the Insured Person up to a maximum limit of €1,500.

No compensation for baggage checked in by airline or shipping company can be obtained in the event of failure to submit a claim report to the airline (PIR) or shipping company, showing the insured persons affected and the goods stolen or lost, as well as the document showing the final decision of the airline or shipping company.

These formalities can only be carried out directly between the Insured Person and the airline or shipping company at fault. - In the event of claims for damage to checked-in luggage on an airline or shipping company, the Insurer shall bear the cost of the repair necessary to mitigate the damage suffered. In the event that the damage is not repairable, the Insurer shall assume the cost of replacing the damaged suitcases with suitcases of similar characteristics.

It is expressly stated that claims for scratches, scratches or mere aesthetic damage to the luggage are excluded and in the event that the purchase invoice for the old suitcase is not provided, the cost borne by the insurer shall be limited to €30. In the case of damaged luggage, it is necessary to keep evidence or traces of the effects claimed. In the event of definitive loss of luggage following a delay, the amount granted under cover 5.4 "Essential expenses due to delay in the delivery of luggage" will be deducted from the compensation.

Compensation shall be made on the basis of the real value of the objects at the time of loss, taking into account the corresponding depreciation due to wear and tear, never according to their replacement value. It may not exceed the damage suffered, nor take into consideration any indirect damage, and the amount paid by the means of transport causing the loss shall always be deducted, in the case of luggage checked in by an airline or shipping company.

In the event of theft or fire of unchecked baggage, the limit shall be that indicated in the Particular Conditions. In the event of theft of luggage, a police report must be filed at the same place where the incident occurs and within 24 hours immediately following its occurrence.

Valuables shall only be covered for theft if they are worn by the Insured Person or are deposited in the hotel safe. Compensation for these objects may not exceed 50% of the sum insured, i.e. 50% of the limit indicated in the Particular Conditions. In the event of theft, loss or damage to luggage in an airline or shipping company, the maximum amount to be received for each object, excluding the suitcase itself, shall be that indicated in the Particular Conditions. The Insured Person must provide a list of the objects lost, as well as being able to accredit the existence and ownership of the objects claimed by means of original documentation (invoices, purchase receipts). In the event that the Insured Person fails to provide documents that can prove their existence and ownership, the total limit for the set of objects not justified shall be the maximum limit indicated in the Particular Conditions.

Compensation shall be made on the basis of the actual value of the objects at the time of loss, taking into account the corresponding depreciation for wear and tear, but not on the basis of their replacement value. It may not exceed the damage suffered, nor take into account any indirect damage. To calculate the wear and tear depreciation of the objects at the time of their loss, deterioration or theft, the straight-line depreciation method shall be used with an annual depreciation rate of 20%.

# 5.4 Essential expenses for delayed baggage delivery.

In the event that, on the outward journey, the delivery at destination of the Insured Person's checked baggage is delayed by more than 12 hours, the Insurer shall cover the expenses incurred for the purchase of basic necessities until the baggage is recovered and never later than the scheduled return date of the trip, up to a maximum limit of €300. For the purposes of this cover, basic necessities are understood to be those items that serve to cover the essential needs of personal hygiene and clothing until the return of your luggage and never later than the planned return date of the trip, with a maximum limit of 300€.

arrival of the baggage. In the event of definitive loss of luggage, the amount granted under this cover shall be deducted from the compensation. The Insured Person shall be required to present the claim form to the airline (PIR) or shipping company, the original invoices for the purchases made, as well as the certification of the time of delay issued by the airline or shipping company, together with the resolution of the claim by the airline or shipping company that caused the delay.

### **Exclusions with regard to baggage guarantees:**

- a- Breakage of fragile objects such as glass, porcelain, ceramic or marble.
- b- The claims of:
- Banknotes, coins, cheques, travellers' cheques, credit cards, stamps, documents, magnetic cards, transport tickets, securities and keys.
- Professional equipment, musical instruments, art objects, antiques, collections and goods.
- Glasses, contact lenses, prostheses, dentures and orthopaedic appliances.
- Cosmetic and perfumery articles.
- Wheelchairs and pushchairs.
- Binoculars and telescopes.
- Vehicle accessories, helmets and any other mandatory safety items, items that furnish caravans, camping cars, tents or boats.
- Bicycles, golf clubs, windsurfing or skiing boards, hunting and fishing equipment, as well as any other sports equipment.
- Telephone sets, television sets, DVDs, video games, personal computers, printers or any other computer equipment and their accessories.
- Perishable goods such as foodstuffs or similar products, as well as tobacco and tobacco products.
- Proof of payment by credit or debit card.
- Medicines.

The following objects, considered to be of value, shall only be insured against theft under the following conditions:

- Jewellery, valuables such as precious metals, precious stones, pearls and watches, when deposited in a hotel safe deposit box or carried by the insured person.
- Photographic, cinematographic, sound and image recording or reproduction material, as well as their accessories and leather garments will be covered when they are deposited in a hotel safe deposit box or carried by the insured person.
- Compensation for valuables may not exceed 50% of the sum insured.
- c- Thefts not reported to the relevant local authority within 24 hours of discovery.
- d- Loss, damage or delay not reported to the carrier within 24 hours.
- e- Theft, loss, forgetfulness or simple misplacement of objects, and claims for objects left in hotel rooms, without the door of the room having been forced to take possession of them, with the exception of the safe deposit box and provided that the same has been forced, mishaps of goods left unattended in places of public access or left with persons who are not capable of guarding them.
- f. The insured person must also demonstrate that he has taken all the necessary preventive measures to avoid any damage or loss to his property.
- g- The theft of objects that are inside a motor vehicle or that are transported on a roof rack.
- h- The mishaps that occur during a move.

- i- Damage to luggage as a consequence of destruction resulting from the inherent defect of the thing, from its normal or natural wear and tear, from the spillage of liquids, rain, greasy, greasy, colouring or corrosive materials that form part of the insured luggage.
- j- All items transported in contravention of the carrier's rules are excluded.
- k- Claims that have been denied by the airline or shipping company causing the damage, because the insured person did not handle the request in accordance with the procedures stipulated by said company.
- I- No compensation shall be payable for damage to or delay in delivery of baggage resulting from seizure, requisition or search by customs or other authorities.

#### 6 - INCIDENTAL TRAVEL EXPENSES

### 6.4 Travel cancellation costs

The Insurer guarantees the reimbursement of cancellation expenses, contractually due to the wholesaler or supplier of the trip and invoiced to the Insured for any service contracted by them, up to a limit of €1,800 per person insured and registered for the trip.

Supplementary expenses applied by the wholesaler, organiser of the trip or airline or shipping company for changes of dates to postpone the departure will also be covered, provided that they do not exceed the expenses incurred in the event of a definitive cancellation. In any case, the maximum value of the cancellation shall be taken as the amount corresponding to the first day of the first reason for the cancellation or change of dates. Only one cancellation or change of dates may be made per Insured and per policy.

The expenses described above shall be covered provided that the reason for the cancellation occurs after the confirmation of the trip and/or issue of the transport ticket and before the departure of the trip or the start of the service or transport and that it prevents the Insured from making the trip. In any case, the insurance policy must have been issued at the latest on the same day as the confirmation of the trip and/or issue of the transport ticket and the cancellation may only be carried out for any of the causes listed below, occurring after the confirmation of the trip and/or issue of the transport ticket and the issue of the policy. Insurance policies taken out after this date will have a 72-hour waiting period from the time they are taken out.

#### **Guaranteed grounds for cancellation:**

- Serious illness (including Covid 19), serious accident of the Insured, their parents, legal guardians, grandparents, children, grandchildren, siblings, brothers, sisters-in-law, brothers-in-law, daughters-in-law, sons-in-law, parents-in-law, spouse or unmarried partner registered in the corresponding Register, the professional substitute of the Insured, and the person responsible during the period of the trip for the custody of the Insured's minor or disabled children.

Death of the Insured, their parents, legal guardians, grandparents, children, grandchildren, siblings, brothers, sisters-in-law, brothers-in-law, daughters-in-law, sons-in-law, parents-in-law, great-grandparents, great-grandchildren, uncles, nieces, nephews, spouse or unmarried partner registered in the corresponding Register, the professional substitute of the Insured, and the person responsible for the custody of the Insured's minor or disabled children during the period of the trip.

For the purposes of this guarantee, serious illness of the insured person is understood to be an alteration of health, ascertained by the Insurer's medical adviser, which implies absolute bed rest, and serious accident is understood to be bodily harm, not intentional on the part of the Insured person, resulting from an external action which, in the opinion of the Insurer's medical adviser, prevents him from using his own means and which, in both cases, makes it impossible for the Insured person, in the opinion of the Insurer's medical adviser, to start the planned trip.

In the case of serious illness or serious accident of a person other than the Insured and who is not insured, serious illness shall be understood to be that which involves at least one night's hospitalisation or entails an imminent risk of death. Both events must occur within 7 days prior to the start of the trip and in both cases make it impossible for the Insured to start the planned trip. In the event of the death of a relative of the Insured, this must have occurred within 15 days prior to the start of the trip.

- 2. Any serious illness of a child under 24 months of age who is an Insured Person under this policy.
- 3. Complications occurring during pregnancy, up to the 29th week, which make it impossible to start the trip, provided that no complications have occurred in previous pregnancies and that the complication is not the result of pre-existing illnesses.
- 4. Appointment for a serious surgical intervention for which there was no foreseen date at the time of contracting the trip, and whose date is set for before or during the trip. For the purposes of this guarantee, serious surgery is understood to be that which entails at least one night's hospitalisation and for which, if it is carried out before the start of the trip, the insured person was not recovered on the day of the start of the trip or the trip was medically contraindicated as a consequence of the aforementioned surgery, according to the Insurer's medical criteria after examining the medical documentation provided and signed by the attending doctor.
- 5. Appearance as a defendant, witness or juror in legal proceedings whose date prevents the Insured Person from travelling. Any summons as a witness or juror is excluded when it is a consequence of the work carried out by the Insured Person.

- 6. Mandatory medical quarantine, the date of which precludes travel
- 7. Summons as a member of a polling station whose date prevents travel.
- 8. Invitation to an official competitive examination, either as a candidate or as a member of the selection board, to be held within the dates of travel.
- 9. Awarding of official scholarships.
- 10 Official summons for divorce proceedings within travel dates
- 11. Surrender of a child for adoption, provided that the final surrender of the child to the adoptive parents takes place during the dates foreseen for the journey and makes it impossible for the journey to take place.
- 12. Forced labour transfer outside the country of residence, for a period of no less than 60 days, the date of which prevents the

Insured Person from making the trip 13.

- 14. Loss of the Insured Person's job, communicated during the validity of this cover and which entitles the Insured Person to receive compensation for dismissal in accordance with the legislation in force. In no case shall the termination of the employment contract, voluntary resignation, disciplinary dismissal or failure to pass the probationary period be covered. The dismissal must occur within 30 days prior to the departure of the trip.
- 15. Taking up a new job in a different company, with an employment contract, 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 stay was booked, and whose date prevents the trip from taking place.
- 16. . Official summons for divorce proceedings within the dates of the
- trip. 17. Parallel income tax return with a taxable income of more than

€600.

- 18. Urgent and unavoidable request to join the Spanish armed forces, the police or the fire service, the date of which prevents the trip from taking place.
- 19. Summons for organ transplantation, as donor or recipient, the date of which precludes travelling
- 20. Fire, theft or flooding of the home or business premises, provided that the Insured Person is the direct operator or exercises a liberal profession therein, which has occurred or which the Insured Person has become aware of within 2 days prior to the start date of the trip and which unavoidably requires their presence on the day of departure.
- 21. The official declaration of a disaster area at the place of residence of the Insured Person or at the place of travel destination.
- 22. Acts of piracy by air, land or sea, which make it impossible for the Insured Person to start their journey.
- 23. Cancellation of the wedding of the Insured Person that was planned prior to taking out the insurance policy. It must be proven, by means of the appropriate documentation (civil or ecclesiastical document), that the wedding was scheduled on the date and also that it is not going to take place. Cancellations for this reason will only be covered when they occur within 30 days prior to the start of the trip.
- 24. For withdrawal of the Insured Person's driving licence, provided that the vehicle was to be used as a means of transport for the journey and none of the accompanying persons could replace the Insured Person in driving the vehicle.
- 25. Traffic fine imposed on the Insured Person in excess of €600.
- 26. For a serious accident suffered by the insured private vehicle within 24 hours prior to the start of the trip, provided that it was to be used as a means of locomotion for the trip and the repair involves more than 8 hours of labour and at least 3 days of immobilisation.
- 27. Theft of documentation necessary for the trip, occurring on such dates or in such circumstances as to make it impossible, before the start of the trip, to process or reissue it, making it impossible for the Insured Person to make the trip.
- 28. Police custody of the Insured Person for non-criminal reasons.
- 29. Summons for presentation and signature of official documents of the Insured Person on the dates of the trip, exclusively before the Public Administration.

- 30. Cancellation of an accompanying Insured Person registered on the same trip or service, who has to cancel for any of the reasons listed above.
- 31. Justified and unforeseen change of the holiday leave previously granted by the company with which the Insured Person has an employment contract.
- 32. Non-granting of visas for unjustified reasons. The non-granting of visas shall not be deemed to be covered when this is due to the Insured Person not having taken the relevant steps within the time limit and in the manner required for their grant.
- 33. Obtaining a trip of similar characteristics to the one previously purchased by means of a public draw before a Notary Public.
- 34. Expenses for the transfer of the Insured Person's trip to another person for any of the justified reasons, provided that the transfer expenses are equal to or less than those incurred if the trip were cancelled.

The cancellation cover shall only apply if this insurance has been taken out at the latest at the time of confirmation of the trip or service. In the case of airline tickets, cancellation costs are only covered if the insurance has been taken out at the latest at the time of ticket issuance.

**Exclusions with regard to travel incident cost guarantees** 

**Exclusions with regard to the Reimbursement of Cancellation Fee Guarantee** 

Cancellation fees will not be covered in the following cases:

- 1-Cancellations due to a conflict situation or terrorism in the country of destination.
- 2-Cancellations caused by epidemics both in the country of origin and in the country of destination. It is expressly stated for the record that the Insurer does not accept any claims arising from avian flu, swine flu, swine flu, diseases derived from these or any type of pandemic declared prior to the start of the trip.
- 3-Illnesses of psychological, mental and depressive origin, with a hospitalisation of less than 4 days.
- 4-Cancellations resulting from having to care for a relative due to age or the after-effects of an accident or illness.
- 5-Airline taxes, handling fees or any other amount that can be recovered from the customer. Also not covered are visas or any other supplement invoiced by the wholesaler or supplier that is not explicitly related to the cancellation costs set out in their schedule.
- 6-Expenses claimed in cases where the Insured Person contracts a trip against medical advice, when the trip is contraindicated due to any pathology prior to the trip or claims arising directly or indirectly from complications occurring during the entire course of the pregnancy if the Insured Person has suffered complications in previous pregnancies.
- 7-Cancellations due to cosmetic treatments, periodic check-ups, cures, voluntary interruption of pregnancy or the impossibility of following the recommended preventive medical treatment in certain destinations.
- 8-Failure to present, forgetfulness and/or expiry, for whatever reason, of documents essential for any journey, such as passports, visas, tickets, identity cards or vaccination certificates.
- 9-Cancellation fees charged by the organiser of the trip due to less places being booked than originally planned.
- 10-Illnesses or accidents that are being treated or under medical care within 30 days prior to the date of booking the trip and inclusion in the insurance.
- 11- Serious surgical interventions deriving from an illness for which the Insured Person is not yet stable or who already knew the date for starting the pre-operative process or that said process had already begun before taking out the policy.
- 12- Relapses or illnesses of a family member, who is not travelling, which originated before the policy was taken out, or complications in the pregnancy of a family member.
- 13- Cancellations derived from situations of childbirth of the insured person or family member included in these conditions.
- 14- Claims which may arise directly or indirectly from pre-existing, congenital, chronic, or

ailments under medical treatment prior to the start of the trip.

- 15- If at least 72 hours have not elapsed between taking out the insurance and the event giving rise to the cancellation of the trip.
- 16- Cancellations due to lack or impossibility of vaccination or follow-up medical treatment required for travel to certain countries.
- 17-The costs arising from the contracting of excursions, visits, entrance fees and all other costs that are not exclusively transport and accommodation. The costs of cancellation of the trip contracted (understood to mean only transport and accommodation, unless the invoice also includes other items that cannot be itemised, and excluding in all cases taxes, fuel, emission charges, insurance and any supplementary charges) that are invoiced to the Insured Person by application of the general conditions of sale of their supplier.

Any cause for cancellation or cancellation of the contracted trip that is not specifically described as a guarantee covered in the corresponding article is expressly excluded.

## 7 - HOLIDAY REIMBURSEMENT

#### 7.1 Reimbursement of holidays not taken.

The Insurer shall compensate the Insured Person for those services that he/she has contracted, up to the limit of €1,800, when, as a result of a mishap covered by the policy, the Insurer has transferred the Insured Person to his/her home in advance and he/she has been unable to take advantage of them.

Compensation shall be calculated on the basis of the amounts of land services not used and from the day after the repatriation and early return organised by the Insurer, provided that the Insured Person has not been able to recover the amounts through the travel provider. Return tickets are excluded.

For the purposes of this guarantee, land services are understood to be hotel or flat stays, land excursions or any other land service (hotel meals, bus, limousine, etc.), previously contracted at the departure of the trip.

Compensation shall also be made for services contracted prior to departure (excluding hotel or flat stays) which the Insured Person is unable to enjoy due to medical quarantine at the place of stay.

The counting of the days of travel lost shall be carried out from the day following that on which the early return or medical repatriation organised by the Insurer took place and which gave rise to the interruption of the trip, except in cases of hospitalisation of the Insured Person, in which case it shall be carried out from the day of the hospital admission that ended in medical repatriation organised by the Insurer.

## 7 - CIVIL LIABILITY

## 7.1 Private Civil Liability.

If, during a trip covered by the policy, the Insured Person may be held liable under the legislation in force in the country concerned for non-contractual liability, the Insurer shall guarantee compensation up to the limit established in the Specific Conditions for personal injury, material damage and/or consequential damage caused by the Insured Person to a third party.

Professional liability, liability arising from the use, operation and circulation of motor vehicles, as well as liability arising from the use or ownership of devices and weapons of any kind or nature, as well as compensation for economic loss not resulting from prior personal injury or damage to property, are expressly excluded.

In the event of a claim, it shall be necessary to provide the report lodged with the relevant authority, as well as the judicial decision. Any compensation that is not the result of a final court ruling shall be excluded. An excess shall be applied at the Insured Person's expense for each claim, the amount of which is set out in the Particular Conditions.

**Exclusions with respect to Liability Insurance** 

Under no circumstances is Civil Liability covered by the Insurer for:

- 1) Damage caused to goods which, for whatever reason (deposit, use, handling, transport or other), are in the possession of the Insured Person or of persons for whom he/she is responsible, unless expressly agreed to the contrary.
- 2) Damage caused to property or persons on which the Insured Person or a person owned by the Insured Person is working.

responsible. In the case of immovable property, the exclusion applies only to the part or parts which are the direct object of its activity.

- 3) Damage arising from the infringement or wilful non-compliance with the rules governing the activities covered by the insurance.
- 4) Incurred by damage caused by pollution of soil, water or air, or by vibration or noise.
- 5) Damage or loss caused by products, materials or animals delivered, work performed and services rendered by the Insured Person after delivery, completion or performance.
- 6) Material damage caused by fire, explosion and water.
- 7) Damage resulting from nuclear fusion or fission, radiation or radioactive contamination.
- 8) To be covered by compulsory insurance.
- 9) That derived from the possession, use or ownership of motor vehicles and the elements towed or incorporated to them, boats, aircraft and firearms.
- 10) Claims based on contractual obligations of the Insured Person.
- 11) Claims arising from construction work, repairs or transformation or decoration of the premises or building in which it is located.
- 12) Damage caused by the transport, storage and handling of dangerous goods (flammable, explosive, toxic, etc.), or requiring special authorisation.
- 13) Arising from damage caused by civil or international war, riot or civil commotion, terrorism, earthquakes and floods and other extraordinary events.
- 14) Derived from the ownership of any kind of premises or dwellings not insured in this insurance.
- 15) As a consequence of the Ten-Year Civil Liability provided for in Article 1591 of the Civil Code or any other legal provision in this regard

THE POLICYHOLDER Read and Agreed

CAIXA DE SEGUROS REUNIDOS, Compañia de Seguros y Reaseguros, S.A. CASER