

Seguro de cancelamento de estadias

Terms and Conditions

ERGO-ESTADIAS_V032019_0519_ENG

Between ERGO Seguros de Viaje, Sucursal en España, in freedom of services in Portugal, from now on called INSURER, represented by Predictable, Lda. Cover Holder, and the POLICYHOLDER mentioned in the Policy, an insurance contract is set and ruled by the Terms and Conditions of this Policy, in harmony with the original information posted in the proposal, from where this policy was written and it is part of.

This insurance contract will only be valid under the terms of Decreto-lei nº 72/2008, April 16th, as well as the correspondent civil and mercantile regulations.

DEFINITIONS:

In this contract, the following terms have the following definitions:

INSURERS: ERGO SEGUROS DE VIAJE, Sucursal en España, in freedom of services in Portugal, represented by Predictable, Lda. Cover Holder, with address at Av. Isla Graciosa, 1 San Sebastián de los Reyes, (Madrid), which assumes the risk contractually agreed; corresponding to the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurhelndorfer str. 108, 53117 Bonn (Germany), the control and supervision of the activity, without prejudice to the market conduct control carried out in Portugal by the Portuguese supervisor of insurance and pension (ASF).

COVER HOLDER: Predictable Lda. is a mediation company with address at Consiglieri Park Estrada Consiglieri Pedroso, 71 Edifício D 2º Dtº Queluz de Baixo 2730-055 Barcarena, duly registered on the Portuguese supervisor of insurance and pension (ASF) nº 419468681 that is empowered to act as a representative of ERGO Seguros de Viaje, Sucursal en España, in Portugal, so to enter into contracts of insurance on behalf of the insurance company detailed in the Particular Conditions.

POLICYHOLDER: The physical person or legal entity that, in addition to the INSURERS, signs this policy and is subject to the obligations derived from the contract, excepting those that, due to their nature, must be fulfilled by the INSURED.

INSURED: Each of the physical persons for whom the insurance is provided and are listed in the Particular Conditions.

FAMILY MEMBERS: The INSURED'S family members are the insured's spouse or de facto partner or person with whom the Insured live in that capacity on a permanent basis, as well as any family members to the first or second degree of consanguinity (parents, children, brothers/sisters, grandparents and grandchildren) as well as uncles and aunts, step-parents, step-children, step-brothers and step-sisters, brothers and sisters not related by blood, parents in law, brothers and sisters in law, sons and daughters in law.

INSURED'S ADDRESS: The Insured's address in Portugal, except in the event of policies contracted for incoming journeys. An incoming trip refers to all journeys with Portugal as the destination, when the INSURED'S address is located abroad.

For the purposes of the covers and indemnity limits described for each cover, the INSURED'S address is their habitual place of residence in their different countries of origin, which means that whenever the word "Portugal" appears, it is understood as being the INSURED'S country of origin and whenever the word "Abroad" appears, it refers to all other countries, except that in which the INSURED have their place of residence.

TRIP: The word "trip" refers to any travel or journey undertaken by the INSURED, away from the INSURED'S habitual place of residence, as of the moment at which the INSURED leaves and lasting until the INSURED returns, after the journey.

LUGGAGE: All of the objects for personal use that the INSURED carry with them during the journey, as well as those dispatched through any means of transport.

FIRST RISK INSURANCE: The form of insurance which covers a specific sum up to which the insured risk will be covered, regardless of the total value, which therefore means that the pro rata condition of average does not apply.

WAITING PERIOD: Period of time starting when the risk period takes effect, during which, covers are not in force.

PREEXISTING DISEASE: A disease that, prior to the contracting of the insurance and/or the date of commencement of the trip, was diagnosed, under treatment, under study even though no definitive diagnosis has been reached, or because of its characteristics or symptoms, could not have gone unnoticed.

ACCIDENT: An accident is understood as a personal injury derived from a violent, sudden and external cause, completely unintended by the INSURED, that results in permanent, total or partial disability or disability or in death.

PERMANENT DISABILITY: Permanent disability is understood as the INSURED'S organic or functional loss of extremities and faculties, the severity of which is described in these General Conditions, to the extent that the medical experts assigned to the case in accordance with the law do not believe that recovery is likely.

TRIP ANNULMENT: For the purposes of this policy, "trip annulment" refers to the INSURED'S decision to cancel the services requested or contracted, before the agreed date of travel.

EPIDEMIC: Illness that spreads at the same time and within a same country or region to a large number of people.

PANDEMIC: Epidemic illness that reaches level 5 of the pandemic severity index of the World Health Organization, because the illness has spread to at least two countries within a World Health Organization region.

PREMIUM: The price of the insurance. It will include the legally applicable taxes.

SUM INSURED: The amount stipulated in the General Conditions and Particular Conditions, which constitutes the maximum indemnity limit or limit on the payment made by the INSURERS for all the claims during the period of the policy.

PROSTHESIS: A prosthesis is understood as any material replacing an organ or a part thereof in order to achieve the proper functioning of the part or organ replaced on a permanent basis. For the purposes of this policy, prostheses will likewise specifically be deemed to include stents, vascular grafts and pacemakers.

GENERAL INSURANCE REGULATIONS

1. GEOGRAPHIC SCOPE

The guarantees provided by this insurance take effect **in Portugal**.

Assistance guarantees shall be valid only more than 30 km from the regular domicile of the INSURED, except in Madeira and Açores Islands, where they shall apply beyond 15 km.

2. EFFECT OF THE CONTRACT

The Contract shall take effect provided that the POLICYHOLDER has made payment of the corresponding premium invoice.

3. EFFECT AND DURATION OF THE COVERS

- a) **Cancellation of stay:** This cover must be contracted on the date when the INSURED booked the hotel or apartment at the corresponding Agency, and up until the reserve is confirmed. However, insurance can be taken during the following 7 days after reserve confirmation has been done. **In this case a waiting period of 72 hours after insurance has been written, will apply.**
- b) **All other covers:** These covers will come into force at 00:00 hours on the date specified in the Particular Conditions as the start of the stay, which may not exceed 34 days in duration. If the insurance policy has been taken out once the trip has started, **a 72 hours of waiting period will be applied** from the issue date, and the covers regarding Luggage – Material loss, will have no effect.

In those cases where the duration of the insurance is extended after it is arranged, and the INSURED has received assistance following the occurrence of a claim incident notified during the initial period of the contract, the extension of the dates of cover shall not affect such claim incidents, all obligations of the INSURER in this regard lapsing on the end date of the contract. Cover shall likewise not extend to those claim incidents occurring prior to the extension of the validity of the insurance and of which the INSURER was not informed within the initial period of the contract.

4. INTERNATIONAL SANCTIONS AND EMBARGOS

In accordance with the legal obligations resulting from Spanish foreign policy as regards international sanctions, the covers provided by this insurance and the payment of compensation or benefits set out herein may not be demanded of the Insurer if they would breach any type of international sanction or embargo of an economic, trade or financial nature, adopted by the United Nations, the European Union or the United States, and that would be binding on Portugal. The Insurer reserves the right to reject payment of the compensation or benefit requested by the insurance policyholder or by the insured if it ascertains that they are subject to an international sanction that prohibits insurance cover from being provided, under the terms set out in the corresponding sanction ruling.

The above shall likewise apply in the event of international trade, economic or financial sanctions adopted against the public authorities or bodies of countries or states, such as, for example, North Korea, Syria, or those subject to sanctions as a result of the Crimean conflict, and any other countries subject to sanctions of this type and included on the lists of the United Nations, the European Union and the United States, within the context of the international relations and treaties in force.

5. CLAIMS AGAINST THIRD PARTIES

Except in the case of the cover for accidents, the INSURERS will subrogate the rights and claims that would correspond to the INSURED against third parties, which have resulted in the INSURERS' involvement and up to the total cost of the services rendered or losses indemnified.

6. CONFLICT RESOLUTION

Any conflicts that may arise with regard to the interpretation or application of this Contract will be submitted to the Courts and Tribunals of Portugal.

7. CLAIMS AND PROVISIONS FOR ASSISTANCE

Claims regarding Assistance coverages will be done by phone with charge to the Insurer, subject to the presentation of the corresponding invoices. Claims regarding the rest of the covers will be made in writing using any of the physical or telematic channels of the Company.

7.1. INSURED'S Obligations

- a) As soon as a loss occurs, the POLICYHOLDER, the INSURED or the BENEFICIARIES must use all the means at their disposal in order to mitigate the consequences.
- b) The INSURED or their Legal Representatives must notify the agency from which they purchased the trip that is covered by the insurance as soon as any of the causes that could result in the reimbursement of the Cancellation Costs occur, in accordance with the stipulations of the Cancellation Costs cover.
- c) The POLICYHOLDER, the INSURED or their Legal Representatives must notify the INSURERS of the occurrence of the loss, within a maximum period of SEVEN days, as of the date on which they learn of the loss; the INSURERS may claim for damage or loss caused by the failure to make this notification, unless it is proven that the INSURERS learnt of the occurrence of the loss through any other means.
- d) The INSURED must provide all relevant evidence that the INSURER may reasonably demand concerning the circumstances and consequences of the claim, so that the covers guaranteed under the policy terms and conditions can be effectively provided. In case of been incurred in expenses guaranteed under this policy, original invoices must be provided.
- e) The INSURED must immediately proceed to ask the corresponding authorities or supervisors (station managers, qualified airliner, shipping or transport representatives, hotel managers, etc) to make a record of the damage or the disappearance of luggage and ensure that the circumstances and the extent of the loss are documented in the record that will be sent to the INSURERS.
- f) The INSURED, and the Insured's beneficiaries, in respect of the covers of this policy, will waive the right to professional secrecy to the officially-appointed doctors that have attended to them, as a consequence of the occurrence of a loss, so that they may provide medical information to the INSURERS, as well as information regarding the health record and history related to the case, so that the claim can be evaluated correctly. The INSURERS will not be able to use the information obtained for any other purpose other than that mentioned above.

- g) If the INSURER establishes a payment guarantee to a third party, and it is subsequently found that the expenses for which the guarantee was established are not covered by the insurance, the INSURED must reimburse the INSURER in the full amount within a maximum period of 30 days from the date on which the INSURERS issue their demand for the same.
- h) In the event of theft, the INSURED must immediately report the event to the Police or the corresponding Authority of the place in question and substantiate the theft to the INSURERS. If the stolen items are recovered before the indemnity is paid, the INSURED must collect the items and the INSURERS will only be liable to pay for the damage suffered.
- i) In the event of a Personal Liability claim, the POLICYHOLDER, the INSURED or their BENEFICIARIES must not accept, negotiate or reject any claim without the express authorisation of the INSURER.
- j) In the event of trip annulment or cancellation, the INSURED must provide the documents accrediting or substantiating the annulment or cancellation, along with the invoices or bills substantiating the costs.

7.2 Assistance for the Insured. Procedures.

- a) The INSURED will request assistance by telephone, mentioning their name, the insurance policy number, their location and telephone number and providing a description of the problem in question.
- b) **The INSURER will not be liable for delays or failures in their obligations resulting from force majeure or the special political or administrative characteristics of a certain country.** In any case, in the event that it is not possible for the Insurers to intervene directly, the INSURED will be paid upon their return.
- c) **The medical assistance and medical transport operations must be undertaken after the doctor attending the INSURED has reached an agreement with the INSURER medical team.**
- d) If the INSURED have the right to be reimbursed for a part of a travel ticket that has not been used, as a result of using the assistance provided under the cover for medical transport or repatriation, this reimbursement will be made to the INSURERS. Likewise, where the cost of transporting the insured persons is concerned, the INSURER will only pay the supplementary costs required as a result of the incident in the extent that they exceed those initially foreseen by the INSUREDS.
- e) The indemnities stipulated in the described covers are complementary to other rights that the INSURED may be entitled to, and the INSURED are obliged to follow all the required procedures in order to recover these expenses from the corresponding entities and to return any amounts advanced by the INSURER, to the INSURER.

7.3. Damage Assessment

- a) The indemnity for material damage will be based on the value of replacing the damaged element as at the date of the loss, with the subtraction of the corresponding depreciation. In the case of the cover for Trip Cancellation Costs, the indemnity will be based on the value of the cancellation as at the date of the loss.
- b) If the parties reach an agreement on the amount and form of indemnity, the INSURERS must pay the agreed amount. If no agreement is reached, the provisions of the Law on Insurance Contracts will be followed.

7.4. Indemnity payment

- a) The indemnity will be paid within twenty days as of the date on which the friendly agreement between the parties has been reached.
- b) If the INSURERS have not made a payment within this period, the INSURED may not claim the interests for the preceding period.
- c) In order to receive the indemnity in the event of death or permanent disability, the INSURED or the BENEFICIARIES, must send the substantiating documents listed below to the INSURERS, as applicable:
- d) For the payment or reimbursement of the Trip Cancellation Costs, the following documents must be presented:
 - Particular conditions of the insurance.
 - Medical certificate stating the exact nature of the illness or injuries and the date that it/they started, as well as the impossibility of undertaking the trip.
 - Medical death certificate, in the event.
 - Invoice paid for the annulment costs.
 - Invoice substantiating the cost of the holiday.
 - Document of registration or booking, or photocopy of the ticket.
 - National ID Document or equivalent/similar.
 - And, in general, any document that proves the nature, circumstances and extent of the loss.

7.5. Rejection of claim

If, in an act of bad faith, the INSURED make misleading or false statements, exaggerates the extent of the loss, intend to destroy or dispose of objects existing before the loss, hide or usurp all or part of the INSURED elements, using false or misleading substantiating documents or any other fraudulent element, the INSURED will lose all rights to indemnity for the loss.

COVERS

1. LUGGAGE

1.1. Material losses

The INSURERS cover up to the amount stipulated in the Particular Conditions and subject to the exclusions stated in these General Conditions, the payment of the indemnity corresponding to material losses affecting the INSURED'S luggage, during the trips or holidays taken outside the INSURED'S habitual place of residence, as a consequence of:

- Theft (for these purposes, theft is understood solely as robbery occurring through violence or the threat of violence or intimidation towards people or the use of force on objects).
- Defects or damage caused directly by fire or theft.
- Defects and definitive, total or partial loss, caused by the transporters.

The valuables are covered up to 50% of the sum insured on the total luggage. The term "valuables" refers to jewellery, watches, precious metals, furs, paintings, works of art, silver and precious metalwork, unique objects, mobile telephones and their accessories, photo and video cameras and their accessories, radios, sound and image content and reproduction media, as well as their accessories, computer information or material of all types, prototypes and remote-controlled/guided accessories, rifles, including their optical accessories, wheelchairs and medical devices, etc.

Furs and jewellery are covered only against theft and only when they have been placed in the hotel's safe or when the INSURED are carrying them with them.

Luggage left in vehicles is only INSURED if it is inside the boot and the boot is locked. Between 22:00 hours and 06:00 hours, the vehicle must be parked in a closed car park, with a security guard service; this limitation does not apply to vehicles entrusted to a transport company.

Valuables, left inside the boot of a vehicle, are covered only when the vehicle is situated in a garage or car park with a security guard service.

The pro rata condition of average is expressly deleted in respect of claims under this cover, which will be paid at first risk.

EXCLUSIONS

This cover does not extend to:

a) The stocks and materials for professional use, coins, bank notes, travelling tickets, stamp collections, titles of any type, ID documents and, in general, any documents and/or valuable titles, credit cards, tapes and/or discs with memory, documents registered in magnetic strips or films, professional collections and materials, prostheses, glasses and contact lenses. For these purposes, personal computers will not be considered as professional material.

b) Theft, unless it occurs inside the hotel rooms or apartment when these are locked (for these purposes, theft is understood as robberies occurring as a result of the INSURED'S inattentiveness, without the circumstance of personal violence or intimidation towards people or the application of force on objects).

c) The damage due to normal or natural wear and tear, inherent vice and/or inadequate or insufficient packaging. The damage due to gradual deterioration caused by the effects of the weather.

d) The loss resulting from the simple misplacement of an element or as a result of forgetfulness, unless the element was lost after being entrusted to a transport company.

e) Theft occurring during any camping trip or when staying in a caravan in the open-air; all valuables are completely excluded if lost during any form of camping whatsoever.

f) The damage, loss or theft, resulting from the valuables and personal possessions being left in a public or unsecured place or in a place with access for various occupants.

g) Injuries, unless they are the result of an accident caused during travel, resulting from simple theft or theft with forced entry, armed aggression, fire or the attempt to extinguish a fire.

h) Damage or loss caused directly or indirectly by war, civil or military upheavals, popular rebellion, strikes, earthquakes and radioactivity.

i) Damage caused intentionally by the INSURED or due to severe negligence by the INSURED and the damage caused by leaks of liquid contained inside the luggage.

j) All powered vehicles, including their parts and accessories.

2. ASSISTANCE

24-Hour permanent personal assistance service that the INSURERS provide to the INSURED.

2.3. Repatriation or medical transport of the injured or ill

In the event of an accident or illness suffered by the INSURED, the INSURERS will pay the cost of transporting the affected party to the nearest hospital that has the required facilities or to the party's habitual place of residence.

Likewise, the INSURERS' medical team, in contact with the doctor attending to the INSURED, will ensure that the health service provided is adequate.

If the INSURED have to be checked into a hospital far from their habitual place of residence, the INSURERS will pay for the cost of transporting the affected party to their address, when this becomes possible.

The means of transport used in each case will be decided by the INSURERS' medical team, depending on the urgency and severity of the case.

When the patient is in a hospital with the adequate infrastructure for treating the medical problem affecting the INSURED, the medical transport of the party may be postponed for enough time for the severity of the problem to be overcome and until it is possible to transfer the patient, in better medical conditions. **Only and exclusively in Europe and the Mediterranean countries, a specially prepared aeroplane may even be used**

2.2. Repatriation or transport of the deceased

In the event of the death of the INSURED, the INSURERS will pay for the procedures and costs of preparing and transporting the body, in a zinc type coffin or ash case in case the incineration of the deceased had been requested, from the place of death to the place of burial in Portugal.

The INSURERS will also pay for the transportation of the remaining INSUREDS who were on the trip to their respective places of residence in Portugal if the death in question means that they are unable to return by themselves using the originally foreseen means of transport.

The costs of the corresponding coffin and the burial and ceremonial costs are excluded from this cover.

2.3. Accommodation for the companion

If the INSURED is hospitalised and must remain so for more than 3 days, the INSURERS will pay the hotel accommodation costs for the member of family acting as the INSURED'S companion, or, alternately, the costs of the stay of the person that was travelling with the INSURED, also covered by the policy, to accompany the hospitalised INSURED, subject to the presentation of the corresponding substantiating documents and up to a maximum limit of 10 days and up to the total limits and limits per day established in the Particular Conditions. This period need be no more than 48 hours if the affected person is a minor or disabled and they are not accompanied by a family member or legal guardian.

2.4. Repatriation of a companion

When one or more INSURED PERSONS have been repatriated or transported by illness or accident and if such circumstance does not allow the remaining INSURED PERSONS to return to their residence, by the means initially foreseen, The INSURER will organize and pay the return trip of such remaining INSURED PERSONS to their residence or to the place where the INSURED PERSON is hospitalized, after repatriation.

2.5 Repatriation or transportation of minors and/or the disabled.

If the repatriated INSURED were less than 15 years of age or disabled, the INSURERS will arrange and pay for a return journey trip for a guardian to help transport and accompany the person to their habitual place of residence.

2.6 Early return caused by a severe accident in the INSURED'S place of residence or place of work.

The INSURERS will provide the INSURED with a travel ticket for returning to their habitual place of residence, if the INSURED need to interrupt their trip due to severe damage to their habitual place of residence or work caused by a fire, provided that the fire has required the services of the fire brigade, a successful theft that is reported to the police or authorities, or severe flooding, to an extent that the INSURED are forced to go to these places and such situations cannot be solved by direct family members or other trusted parties, provided that the event takes place after the trip has started. Likewise, the INSURERS will pay for a second travel ticket for the person that was accompanying the INSURED who was forced to return, provided that this second person is also insured under this policy.

2.7. Sending of forgotten objects

The INSURER will organize and pay for the costs of sending forgotten objects by the INSURED PERSONS, in the hotel or apartment of the booking reserve, up to the limit of 120,00 € and only if the value of such object exceeds that amount.

2.8. Transmission of messages

The INSURERS will pay for the cost of transmitting any urgent messages that the INSUREDS require, as a result of any of the situations covered under this policy.

2.9. Sending of driver in case of illness, accident or death

When the INSURED PERSON requires transportation or repatriation caused by illness, accident or death, or in case of disability to drive the car and no other passenger is able to do so, the INSURER, with previous permission from the car owner, will send a professional driver to recover the vehicle and the other passengers to their place of residence in Portugal.

The INSURER will only support expenses with the driver himself. Expenses related to toll, parking, maintenance, petrol or of other passengers are excluded

The INSURER, obliged to follow legislations from foreign countries regarding the usage and circulation condition of vehicles, may refuse to send the driver if such legislation is not followed, or if the car does not meet minimum safe conditions or is not advisable.

EXCLUSIONS

This cover does not include:

- a) The covers and services that have not been requested from the INSURERS and that have not been provided, through or with their agreement, except in cases of force majeure or of proven material impossibility.
- b) The losses caused as a result of fraud by the INSURED, the POLICYHOLDER, the BENEFICIARIES or the persons that travel with the INSURED, as well as any service or medical assistance that the insured request when it is accredited that they carried out the trip with the purpose of being treated for their illness at the place of destination and to be charged against the policy and the INSURER.
- c) The losses caused in the events of war, pandemics, popular protests and movements, acts of terrorism and sabotage, strikes, arrests by any authority for crimes not derived from a traffic accident, restrictions to free movement or any other case of force majeure, unless the INSURED prove that the loss is completely unrelated to such events.
- d) Accidents occurring during the practice of official or private sports contests, or during training or in bets, as well as during the practice, as a hobby, of high-risk sports activities, such as mountaineering, climbing, cave exploration, skiing, surfing, motocross, speed or endurance racing, flying or aeronautical trips, motorless flight, gliding, polo, fighting or boxing, rugby, underwater fishing, parachuting or any other activities with similar levels of risk.
- e) Losses caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- f) Rescue operations from mountains, sea or desert.
- g) The illnesses or injuries that occur as a consequence of chronic ailments or ailments existing before the trip began, including any related complications or relapses.
- h) Illnesses or injuries occurring during the execution of manual labour.
- i) Suicide or illnesses or injuries resulting from a suicide attempt or those caused intentionally by the INSURED to themselves.
- j) Treatment or illnesses or pathological states caused by the consumption or administration of toxic substances (drugs), alcohol, narcotics or non-prescribed medication.
- k) Costs incurred in any type of prosthesis.
- l) Childbirth.
- m) Pregnancy, except for unforeseeable complications during the first 24 weeks of pregnancy.

- n) Periodic, preventive or paediatric medical checks.
- o) Any type of medical or pharmaceutical cost incurred as a consequence of fraud by the INSURED, or due to the abandonment of a treatment that would involve foreseeable detriment to the INSURED'S health.
- p) Endodontic, periodontal and orthodontic dentistry, obturations or fillings, dentures, apicectomies, implantology and the diagnostic tools needed to perform these treatments.
- q) Medical transport and/or repatriation in specially prepared aeroplane, except in Europe and Mediterranean countries.

3. PRIVATE LIABILITY

3.1. Personal Private Liability

The INSURERS will pay, up to the limit stipulated in the Particular Conditions, the indemnities that, under civil legislation, or similar regulations established in other countries' legislations, the INSURED will be obliged to pay, in their capacity as a private and civilly liable party, for any material damage or personal injuries caused involuntarily to third parties, animals or objects during the trip. The following parties will not be considered third parties for these purposes: the POLICYHOLDER, the rest of the INSUREDS under this policy, their spouses or de facto partners, duly recorded as such in an official local, regional or national registry office, descendants and ancestors or any other family member that resides with any of them, or any business partners, employees or any other person who de facto or de jure depends on the POLICYHOLDER or the INSURED, when acting within the sphere of the dependence in question.

This limit includes the payment of court costs and expenses as well as the constitution of judicial bails or bonds required from the INSURED.

EXCLUSIONS

This cover does not extend to:

- a) Any type of Liability that corresponds to the INSURED for driving powered vehicles, aeroplanes and watercraft, or for the use of firearms.
- b) General Liability derived from any type of professional, trade union-related, political or associative activity.
- c) Any fines or sanctions imposed by the Courts or authorities of any nature.
- d) Liabilities Liability derived from engaging in sport as a professional, along with the following forms of sport, even if on an amateur basis: mountaineering, boxing, bobsleighting, caving, judo, parachuting, hang gliding, gliding, polo, rugby, shooting, yachting, martial arts and sports involving motor vehicles.
- e) The damage to objects entrusted, for any purpose, to the INSURED.

4. CANCELLATION

4.1 Trip cancellation.

The INSURERS will guarantee, up to the limit established in the Particular Conditions and subject to the exclusions contained in these General Conditions, the reimbursement of the trip cancellation costs that the INSURED are forced to pay due to the application of the general sales conditions of the Travel Agency or provider, provided that the trip is cancelled before it is due to begin and due to any of the following causes occurring after the insurance was contracted and force the INSURED to cancel or postponed the trip in the schedule dates.

For the purposes of this policy, the costs of management and of annulment, where applicable and the sanction applicable under the law or in accordance with the applicable travel terms and conditions, are covered under this guarantee.

1. Due to medical causes:

1.1. Death, severe personal injury or serious illness:

- Of the INSURED, or any of the persons stated under the "FAMILY MEMBERS" heading above. If the descendent at first remove is less than 24 months of age, this guarantee will apply whether the illness in question is serious or not.
- This cover will also apply when the hospitalised or deceased person holds any of the family relationships stated above with the legal or de facto partner of the INSURED.
- Of the person in charge during the trip of looking after minor children or disabled relatives of the INSURED of which he/she is legally responsible.
- Of the INSURED'S direct superior at their place of work, provided that this circumstance has impeded the trip due to the demands of the Company employing the INSURED.

With respect to the INSURED, the phrase "serious illness" refers to effects on health that require hospitalisation or bed-rest within 7 days prior to the date of the trip, and that, medically, make it impossible for the trip to begin on the established date.

The phrase "serious accident" refers to a personal injury, not intended by the victim, caused by the sudden effect of an external cause and that, in the opinion of a medical expert, makes it impossible for the INSURED to travel on the established date

When the illness or accident affects any of the abovementioned persons other than the INSURED it will be understood as serious when it requires hospitalisation of such persons or involves the risk of imminent death.

- 1.2. Medical quarantine as a result of an accidental event.
- 1.3. Appointment for surgical intervention on the INSURED as well as the medical tests required prior to such intervention, provided that he/she was already on waiting list at the time of hiring both, the travel and the insurance.
- 1.4. Appointment for medical tests on the INSURED or a family member at first remove, performed by the Public Health Service urgently, provided that this is justified by the severity of the case.
- 1.5. Appointment for organ transplant, provided that he/she was already on waiting list at the time of hiring both, the travel and the insurance.
- 1.6. The need of the INSURED, their spouse, de facto partner or the person living permanently with the INSURED in this capacity, to rest in bed, under medical orders, as a consequence of a risky pregnancy, provided that this risk situation began after the policy was contracted.
- 1.7. Severe complications in the pregnancy that, under medical orders, require the INSURED, their spouse, de facto partner or the person living permanently with the INSURED in this capacity, to rest in bed, provided that these complications arose after the policy was contracted and that they put the continuity or required development of the pregnancy at severe risk.
- 1.8. Premature birth affecting the INSURED.

2. Due to legal causes:

- 2.1. The INSURED being called upon to act as a party, witness or jury member in any Civil, Criminal or Labour Court Those cases in which the Insured is summonsed as defendant in proceedings instigated prior to the arrangement of the travel and the insurance shall be excluded. For all other appearances, the summons must be issued after the travel and the insurance are arranged.
- 2.2. The INSURED being called upon to serve on an electoral board, for national, regional or municipal elections.
- 2.3. The INSURED being called upon to present and sign official documents.
- 2.4. Delivery of an adopted child, which coincides with the travel dates.
- 2.5. The INSURED receiving a summons for divorce proceedings.
- 2.6. Unexpected refusal of visa applications.
- 2.7. Arrest by the police for non-criminal reasons.
- 2.8. Imposition of a traffic fine exceeding the sum of € 600.00, provided the infraction is committed and the existence of the fine is learnt of after the trip was reserved.
- 2.9. Withdrawal of driving license, provided the insured's vehicle was to be used during the journey and none of the INSURED'S travel companions is able to take over driving the vehicle.

3. Due to employment causes:

- 3.1. Non-disciplinary dismissal of the INSURED from their place of work.
Notwithstanding the foregoing and provided that the trip were not cancelled by the INSURED, the natural persons holders of a loan to finance a trip and working as a salaried employees, at the moment of contract the trip and the insurance policy, will be covered by this policy.

Will be entitled to unemployment coverage when:

- 1) The termination of his employment contract would have occurred after the contracting of the policy and before the start of the trip due to any of the following circumstances:
 - a) Due to employment regulation or collective dismissal
 - b) Death or incapacity of his individual employer and being the cause that determines the termination of the employment contract.
 - c) Unfair dismissal.
 - d) Dismissal or termination of the contract based on objective causes
- 2) At the moment of communication of the termination of the employment contract, the payments of part of the financing quotas were still pending.
- 3) The INSURED decides to continue with the trip,

The INSURER will afford the payment of the regular instalments pending amortization, up to a maximum of 6 instalments in order to avoid the cancellation of the trip by the INSURER.

The maximum amount to be paid by the INSURER will be 50% of the cost of the cancellation expenses that would have been incurred if the trip had been cancelled at the time of the termination of the contract of employment.

This coverage cannot be accumulated or added to the coverage of Trip Cancellation. In case of cancellation of the trip for any of the other causes established in the conditions of the policy and if it would have already been compensated for this coverage, the amount already paid out of this coverage, will be deduct from the total amount of cancellation expenses incurred.

- 3.2. Presentation of a Collective Redundancy Plan that directly affects the INSURED as an employee, resulting in a partial or total reduction of their working hours, provided this occurs after the date on which the insurance was contracted.
- 3.3. Recruitment of the INSURED to a new job position, in a company other than the one at which they worked, provided that it is with an official employment contract and the recruitment occurs after the insurance was contracted. This cover will also be valid if the INSURED are recruited after being unemployed.
- 3.4. Geographical transfer of place of work, provided that implies a change of domicile of the INSURED during the schedule dates of the trip, and the INSURED is an employee.
- 3.5. The requirement to undergo official examinations for public positions of employment, either as an opponent or as a member of the opposition court, called and announce through a public body after the insurance contract was signed and being at the same time of the dates of the trip.
- 3.6. Loss of job by the INSURED'S parents, provided the parents had already paid for the trip.
- 3.7. Renewal of employment contract.

If the claim incident is covered by any of the employment causes referred to, in addition to the INSURED, cover under this guarantee shall likewise extend to the spouse and children under legal age thereof if they are likewise insured for the same travel, provided that they live at the same home address as the INSURED.

4. Due to extraordinary causes:

- 4.1. Act of aerial piracy that makes it impossible for the INSURED to begin their trip on the established dates.
- 4.2. Declaration of a catastrophe zone or epidemic in the INSURED'S place of residence or at the trip destination.
- 4.3. Legal declaration of bankruptcy or creditors' meeting of the company.
- 4.4. Severe injuries sustained as a result of a fire, explosion, theft or act of nature, at the INSURED'S main or second residence or in their professional office, if the INSURED are self-employed or run a company and must therefore attend to the situation.
- 4.5. Being called upon to serve with the Armed Forces, Police or Fire Brigade urgently and obligatorily, provided this occurs after the insurance was contracted and no knowledge of this possibility existed at the time of reserving the trip.

5. Other causes:

- 5.1. Demand served by the Tax Agency to file a supplementary income tax return the final effective result of which requires the INSURED to make payment of an additional amount greater than € 600..

- 5.2. Annulment of the trip by the person who was to accompany the INSURED during the trip, who was recorded as such at the same time as the INSURED and insured under this same contract provided the annulment is due to any of the causes described above and, as a result, the INSURED are forced to travel alone.
- 5.3. Breakdown or accident involving the vehicle belonging to the INSURED, which makes it impossible for the INSURED to begin the trip. Despite the above, and provided that the trip wouldn't be cancelled by the INSURED, the INSURER will guarantee the reimbursement of reasonable and justified costs of the rental of a vehicle to continue its trip as initially planned. The maximum amount payable by the INSURER would be the lesser of the following:
 - a) 50% of the cost of the cancellation fees that would have generated if the trip was cancelled at the time of the accident or breakdown, or
 - b) 50% of the sum insured for the guarantee of Trip Cancellation Costs.

This coverage may not be accumulated or complementary to the guarantee of Trip Cancellation Costs.
In case of cancellation of the trip because of any other insured cause reflected in these Terms and Conditions and it happens that the INSURED was already compensated for this coverage, then that amount that was paid with charge to this coverage would be deducted of the total amount of the trip cancellation costs.
- 5.4. Theft of the documentation or luggage, which makes it impossible for the INSURED to begin the trip.
- 5.5. Cancellation of a wedding, provided that the insured trip was the honeymoon trip.
- 5.6. Receiving a trip and/or accommodation similar to that which was contracted, free as a prize from a public draw/lottery, held before a Notary Public.
- 5.7. Receiving an official public grant that impedes continuing with the trip.
- 5.8. Change of school during a school year that has already started, of the INSURED or children living with him.

In the event that the INSURED transfer the trip to another person, for any cause foreseen in the section on the TRIP CANCELLATION COSTS, any additional costs incurred in the transfer will be covered.

Likewise, the insurance covers the additional costs charged to the INSURED for changes in the date to postpone the trip, provided these costs do not exceed those that would be incurred in the case of cancellation.

EXCLUSIONS

Cover does not extend to cancellations of trips resulting from:

- a) Beauty treatments, periodic medical checks, treatments, medical instructions to avoid flying, vaccinations, the impossibility of following a recommended preventive medical treatment in specific destinations or voluntary interruption of pregnancy.
- b) Psychic and mental illnesses and depressions not requiring hospitalisation, or that require hospitalisation for less than seven days.
- c) Illnesses that are being treated or require medical care within the 30 days preceding both the date for which the trip is booked and the date for inclusion in the insurance, except in the cases stipulated in points 1.3 and 1.5 of this Cover for Trip Cancellations
- d) In general, all cancellations due to causes that had occurred at the time of contracting the policy, of which the POLICYHOLDER and/or INSURED were aware.
- e) Participation in bets, duels, crimes or fights, unless exercised in legitimate defence.
- f) Terrorism.
- g) Failure to present the documents that are essential for any journey, such as passports, visas, tickets, driving licenses or vaccination certificates, due to any cause.
- h) Complications in a pregnancy, except in the cases stipulated in points 1.6, 1.7 and 1.8 of this Cover for Trip Cancellations.
- i) The losses that are caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- j) Pandemics.

5. INDEMNITY FOR LOST HOLIDAYS

5.1 Indemnity for lost holidays

The INSURERS will reimburse the INSURED, up to the maximum sum established in the Particular Conditions, and subject to the exclusions mentioned in these General Conditions, the cost of the services contracted before the trip begins and subject to documental substantiation of the cost of the services, that the INSURED were unable to use as a consequence of an early end to the scheduled trip, **which necessarily requires the INSURED to return to their habitual place of residence**, for any of the following causes occurring during the course of the trip:

- a) Due to accident or illness of the INSURED.
- b) Due to admission to hospital of a non-insured family member, once the trip has begun, that requires hospitalisation of at least 24 hours.
- c) Due to death of the INSURED, during the trip, or of a non-insured family member.
- d) Due to severe damage at the home or professional office of the INSURED, occurring after the trip has begun, caused by: fire that has required the intervention of the fire brigade, explosion, successful theft reported to the police or severe flooding, to the extent that the INSURED'S presence is required.

For the purposes of this cover, any of the persons described in the definition of "FAMILY MEMBERS" will be considered a family member of the INSURED. This cover will also apply when the hospitalised or deceased person holds any of these same family relationships with the spouse or partner of the INSURED.

This cover also extends to a companion that the INSURED may have during the trip, **provided that the companion is also insured under this policy**, in the event that they decide to finish their trip early as well so as to accompany the INSURED in their return to their habitual place of residence.

If a whole family is travelling, the early return of all the members of the family will be covered, **up to a maximum of five people**.

The sum reimbursed will be obtained by dividing the total cost of the services contracted by the number of days of the trip established in the Particular Conditions of the policy and then multiplying the result by the daily sum, thereby obtaining the number of days of holiday that were lost.

The days of holiday lost will be counted as of the day following the date on which the event that caused the interruption occurred, except in cases involving the hospitalisation of the INSURED or a non-insured family member, in which case the days will be counted as of the day on which they were checked in to hospital.

If the cost of the contracted services exceeds the sum insured for this cover, the reimbursement will be calculated on the basis of the sum resulting from dividing the sum insured by the days of holiday.

EXCLUSIONS

This cover does not extend to:

- a) Early returns that were not notified to the INSURERS or that were not made through or with their agreement, except in cases of force majeure or proven material impossibility.
- b) The losses caused as a result of fraud by the INSURED, the POLICYHOLDER, the BENEFICIARIES or the persons that travel with the INSURED.
- c) Any reimbursement requested in cases in which the INSURED'S return occurred on the date on which the trip was supposed to end or subsequent to this date.
- d) Any illnesses or injuries as a consequence of chronic ailments or ailments occurring before the trip begins (unless the chronic illness becomes acute or imbalanced again during the trip) and AIDS in any of its stages of development.
- e) Illnesses that are being treated or require medical attention within 30 days preceding both the date of the trip reservation and the date of inclusion in the insurance.
- f) Psychic and mental illnesses and depressions not requiring hospitalisation, or that require hospitalisation for less than seven days.
- g) Illnesses or injuries occurring during the execution of manual labour.
- h) Suicide or illnesses or injuries resulting from a suicide attempt or those caused intentionally by the INSURED to themselves.
- i) Treatment or illnesses or pathological states caused by the consumption or administration of toxic substances (drugs), alcohol, narcotics or non-prescribed medication.
- j) Childbirth.
- k) Pregnancy, except for unforeseeable complications during the first 24 weeks of pregnancy.
- l) Participation in bets, duels, crimes or fights, unless exercised in legitimate defence.
- m) Terrorism.
- n) Beauty treatments, periodic medical checks, treatments, medical instructions to avoid flying, vaccinations, the impossibility of following a recommended preventive medical treatment in specific destinations or voluntary interruption of pregnancy.
- o) Failure to present the documents that are essential for any journey, such as passports, visas, tickets, driving licenses or vaccination certificates, due to any cause.
- p) Losses that are caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- q) Pandemics

ADDITIONAL PROVISIONS

PERSONAL DATA PROTECTION

We have drafted this summary in order to help you to manage and use this document. Please read the full version, the updated version of which is available at all times on our web page, section "data protection policy" [https://www.ergo-segurosdeviagem.pt/protecao-de-Dados/](https://www.ergo-segurosdeviagem.pt/pt/pt/pt/protecao-de-Dados/)

WHO PROCESSES YOUR PERSONAL DATA?

The data processor of your personal data is "ERGO SEGUROS DE VIAJE, SUCURSAL EN ESPAÑA (hereinafter, "ERGO Seguros de Viaje").

We have designated a person that shall be responsible for safeguarding your privacy at our company (the Data Protection Manager or "DPM") before whom you may file any claim or request clarifications if you have any doubts or questions. You may contact the DPM at Av. Isla Graciosa, 1, 28703 San Sebastián de los Reyes, Madrid, Spain or by way of email: dpd@ergo-segurosdeviagem.pt

FOR WHAT PURPOSES IS YOUR PERSONAL DATA PROCESSED?

To comply with our obligations, and your personal data is processed, necessarily, in order to (i) comply with the applicable regulations, as well as (ii) the contracted insurance policies, by way of the adoption of automated decisions or by way of the creation of minimum profiles or studies in relation to each trip in order to establish the price of the insurance policy, or (iii) to respond to your requests for the contracting of said policies. (iv) Furthermore, your personal data is also processed in order to render your personal data anonymous in order to comply with the solvency obligations imposed under applicable regulations.

To notify you of our offers, to enhance the quality of our services and to provide you with a personalised service, provided that you are a customer and that you have provided us with your personal data. Furthermore, in said cases, subject always to your right of objection, to (i) forward to you commercial communications through any channel whatsoever in relation to the products marketed by our company (insurance products), within your reasonable expectations of privacy based upon your history of contracting insurance policies through us, (ii) create specific profiles with internal information in order to provide you with enhanced services (+Info in the section "profiles"), (iii) update your personal data and enhance said information with public data for commercial purposes and for the provision of enhanced customer services, (iv) or to create behavioural models through "pseudonymised" and anonymous data, that also enables us to adjust our services to your needs and interests at all times.

WHY IS YOUR PERSONAL DATA PROCESSED?

The mandatory data processing of your personal data is carried out in order to comply with applicable legal provisions and with the terms of your contracts or requests. Furthermore, the additional data processing of your personal data is carried out, if you are a customer or if you have accepted

our data protection policy, based upon your consent, that you are able to revoke at any time whatsoever without any detriment whatsoever, or upon legitimate interests, considered in relation to your right to privacy. The forgoing consideration has been carried out in accordance with applicable law and with the criteria established by the data protection authorities, based upon the belief that, by means thereof, we are able to enhance the quality of our products and services to offer you more personalised services and to notify you of our offers.

WHO HAS ACCESS TO MY PERSONAL DATA?

Only ERGO Seguros de Viaje has access to your personal data, unless you have provided us with your consent for the assignment thereof, or when said assignment of your personal data is imposed by legal requirements. Furthermore, the suppliers or providers of any service shall also receive your personal data, however the foregoing shall always be subject to contracts and guarantees, in accordance with the models approved by the data protection authorities. Our suppliers and providers of services include certain related-party companies, such as the travel assistance services of “DKV SERVICIOS, S.A.”, and of “EURO-CENTER HOLDING, S.E.” and “EURO-CENTER MADRID, S.A.”, a leading multinational within its sector, through which we provide travel assistance services throughout the world. In this case, and through EURO-CENTER, data exchanges may take place to foreign countries outside of the European Union, however the foregoing shall only be carried out at your request if you notify of the need for travel assistance, and only when strictly necessary, and only when you need to receive the medical assistance or other material services that you have contracted, so that we are able to comply with the terms of the insurance policy and fulfil said obligations. Moreover, occasionally, by means of the foregoing we shall protect your vital interests or that of the rest of the insured persons.

In the case of legitimate interest, for fraud prevention, or for internal administrative activities, or when you have consented thereto, your personal data may be assigned and provided to other branch offices of ERGO Seguros de Viaje, or companies of the ERGO Group to which we belong. On our web page you will find a list of the categories of suppliers and the companies that form part of our group.

HOW LONG WILL WE STORE YOUR PERSONAL DATA?

Unless you have provided your consent, we shall only store your personal data for the time during which you are a customer or during the period in which we have a commercial relationship with you. As from said moment in time, the data that shall be stored, exclusively as restricted information (that is to say, available to the corresponding authorities and in the legal interests of the company) shall be the minimum necessary data in relation to the operations and transactions carried out in order to act in relation to any claim, until the time-barring thereof. Normally the applicable periods are that of 10 years for the Prevention of Money Laundering Act, if applicable, and that of 5 years in order to manage the claims pursuant to travel insurance policies that include personal injuries to natural persons. After the foregoing periods have elapsed, the data shall be completely deleted and cancelled.

If you are not a customer and you have forwarded us an application for the contracting of an insurance policy, we shall store your personal data during the period in which the offer that has been provided to you remains valid, or, if no period of validity has been established, then for the legally applicable term.

WHAT ARE MY RIGHTS?

You have the right to access, rectify and delete your personal data, to object to the use thereof, to revoke your consents, as well as other rights provided for under applicable regulations, such as the right to the transfer of your personal data, the limitation of the data processing thereof, or to file a claim or complaint before the Data Protection Agency, or before our Data Protection Manager. Moreover, if automated decisions are adopted that affect you, you are always able to request the intervention of a natural person to review said decisions, and you may always object to any data processing, or revoke the consent thereto, without any detriment or prejudice to you whatsoever.

You may exercise your rights by forwarding us a letter together with a copy of your D.N.I. (National Identification Document), or equivalent official identification document, with the subject “PROTEÇÃO DE DADOS” to the following address: Avda. Isla Graciosa 1. 28703 San Sebastián de los Reyes, Madrid, Spain, or by way of email: dpd@ergo-segurosdeviagem.pt

For more information, please read the document “Complementary information” that you can find in the section “Data Protection” of our web page www.ergo-segurosdeviagem.pt

CUSTOMER SERVICE

In accordance with the provisions of Order ECO/734/2004, this Insurance Firm has a Customer Service Department, which will respond to and solve, within a maximum period of two months from the date of presentation, any complaints or claims made by the policyholder, the insured or their beneficiaries, or any affected third parties, that may derive from the application of this insurance contract.

Complaints and claims should be made in writing to the Firm’s Customer Services Department, at the address: Consiglieri Park, Estrada Consiglieri Pedroso, nº 71 – Edifício D – 2º Dtº, Queluz de Baixo 2730-055 Barcarena, or by email to the address: sac.pt@ergo-segurosdeviagem.pt

For these purposes, Complaint refers to any complaint concerning how the services are provided by the INSURERS to the insured, in the sense of any delays, failure to meet obligations or respond in due time, or any other inappropriate action or omission perceived in the way the firm works. Claim refers to the claim presented by the insured with the intention of reclaiming or being reimbursed for any interest or right, describing specific facts related to actions or omissions of the Company, which, in the claimant’s opinion, are detrimental to their interests or rights, in the sense of any breach of contract, transparency standards, safeguarding of customer rights or good practice.

PROVEDOR DO CLIENTE

Claims previously submitted to ERGO Seguros de Viaje, which have not been answered with in a maximum period of 20 days (the deadline to consider is 30 days in particularly complex cases), or those having been answered but where the complaint disagrees with the outcome, are considered eligible for presentation to the Provedor do Cliente:

Adress: Consiglieri Park Estrada Consiglieri Pedroso, nº 71 – Edifício D – 2º Dtº, Queluz de Baixo 2730-055 Barcarena
Email: provedordocliente@ergo-segurosdeviagem.pt

The Policyholder has read and approves the above and expressly accepts the limiting and excluding clauses thereof and those contained in the Policy Schedule and the General, Particular and Special Conditions of this policy.



ERGO SEGUROS DE VIAJE,
Sucursal en España
Tel.351 213 540 064 – Fax 351 213 528 215
info@ergo-segurosdeviagem.pt

THE POLICYHOLDER