

GENERAL CONDITIONS OF THE POLICY

TEMPORARY INSURANCE POLICY FOR THE COST OF CANCELLING RESERVATIONS

INTRODUCTION

This insurance contract is governed by the terms of:

- Spanish Act 50/1980 of 8 October on Insurance Contracts (Official Journal of 17 October 1980) (*Contrato de Seguro*).
- The Particular Conditions, Special Conditions and General Conditions of the policy and any Supplements added in order to complement or modify it.
- Spanish Act 26/2006 of 17 July, on the Brokering of Private Insurance and Reinsurance (*Mediación de Seguros y Reaseguros Privados*).
- Royal Legislative Decree 6/2004, of 29 October, approving the revised text of the Organisation and Supervision of Private Insurance Act (*Ley de Ordenación y Supervisión de los Seguros Privados*).
- Royal Decree 2486/1998, of 20 November, approving the Regulation for the Organisation and Supervision of Private Insurance (*Reglamento de Ordenación y Supervisión de los Seguros Privados*).

And any other provisions that update, complement or amend these rules.

Any discrepancies between the Policyholder, Insured and/or Beneficiary of a policy and the Insurer, notwithstanding the right to take action through any administrative or judicial channels deemed appropriate, may be resolved by presenting the corresponding complaint or claim to the Client Service Department (*Departamento de Atención al Cliente, Avda. Alcalde Barnils, nº 63, Sant Cugat del Vallès, 08174, Barcelona, Spain*) or, if applicable, to the Client Ombudsman (*Defensor del Cliente, Apdo. Correos 101, Sant Cugat del Vallès, 08171, Barcelona, Spain*), under the conditions and within the periods of time specified in the Regulations of the institution approved by the Insurer, which are at the disposal of policyholders, insured and/or beneficiaries at the offices of the Insuring Company.

If the complaint or claim is dismissed, or if two months pass from the date it is presented without a decision being made, and notwithstanding the right to take action through any appropriate administrative or judicial channels, the claimant may contact the Commissioner for the Defence of Insured Parties and Participants in Pension Plans (*Comisionado para la Defensa del Asegurado y Partícipe de Planes de Pensiones, Paseo de la Castellana, nº 44, 28046, Madrid, Spain*).

DEFINITIONS

Policyholder

The individual or legal person that, together with the Insurer, signs this policy and that is bound by the duties resulting herefrom, except for those which, due to their nature, must be undertaken by the Insured.

Insured

The individual or legal person that owns the interest covered by this insurance policy and that, in the absence of the Policyholder, undertakes to perform the duties resulting from this contract. Only those persons listed as persons included in the insurance policy appearing in the Particular Conditions shall be considered as the Insured.

Insurer

The organisation in the Particular Conditions that covers the contractually agreed risks. Hereinafter to be known as "the Insurer".

Companion

Any person other than the Insured and any relatives registered in the same booking.

Beneficiary

Any individual or legal person entitled to compensation.

Policy

The document that contains the conditions governing the insurance policy. The following form an integral part of the policy: the General Conditions; the Particular Conditions, which specify the risk; the Special Conditions, if applicable; and any Supplements or Appendices issued to complement or modify the policy.

Sum insured

The amount established by Policyholder in each section of the policy that constitutes the maximum compensation to be paid for all concepts by the Insurer in the case of a loss. **The sum insured specified in the Particular Conditions is the maximum compensation per loss and per Insured with a maximum, per insurance period, of three times the sum insured.**

Loss

All losses or damages resulting from a single non-excluded event occurring while the policy is in force that may be totally or partially compensated by the policy.

Deductible

A specifically agreed amount that will be deducted from the compensation corresponding to each loss.

Premium

The price of the insurance. The invoice shall also include any legally applicable surcharges and taxes.

Journey

Each journey abroad or to a location more than 50 km from the permanent domicile within Spain and at least one night's stay. One-day journeys within Spain are not insured. Journeys between the place of work and the main or second residence are not insured. The second residence is equivalent to the main residence.

Booking

The following is considered as a booking: staying in a location more than 50 km from the permanent domicile within Spain and at least one night's stay. One-day bookings within one situation are not insured.

A booking is considered as cancelled and covered by this policy when this is carried out at least 90 days before the arrival date. The Insured shall carry out the appropriate actions to rearrange this booking.

Theft

The unlawful removal or taking of property belonging to the Insured, carried out or attempted by third parties for their profit, against the will of the Insured, by means of acts that involve force or violence towards objects. **The following is not considered as theft: robbery, plunder, pilfering or undue appropriation, i.e. any kind of removal that does not involve force or violence towards objects.**

CONDITIONS OF THE CONTRACT

The application and questionnaire completed by the Policyholder, as well as the proposal made by the Insurer, if applicable, together with this policy constitute a single unit that forms the basis of the insurance policy and which only covers, within the agreed limits, the goods and risks specified therein. Should the content of the policy differ from the insurance proposal or the agreed clauses, the Policyholder shall be entitled to demand that the Insurer put right the discrepancy within one month of receiving the policy. Should no demand be made before the end of said period, the terms of the policy shall apply.

Notwithstanding the rest of the terms and conditions in the policy, it is important to note, as fundamental conditions of this contract, the following:

The cover granted in this policy contains exclusions related to pre-existing illnesses.

The cover granted in this policy is only valid for persons aged under 70.

OBJECT OF THE INSURANCE POLICY

ARTICLE 1

To guarantee, up to the limit of the sum insured, any proven additional or extraordinary expenses of the Insured in the case of cancellation, interruption or postponement of the booking occurring within the policy period and whose cause is one of those listed in article 2 of these General Conditions. These expenses must be accredited by means of invoices from the service providers or similar documents and must have been actually paid.

The following are not included within insured expenses: the price of the insurance policy or policies, which shall not be refunded in any case, or expenses other than those of cancellation, accommodation, journey and board.

Should the Insured not be able to prove any expense, compensation shall be paid according to that stipulated as penalty costs in the Catalan government's Legislative Decree 3/2010 of 5 October 2010. According to that stipulated in its article 26 (excepting the price of the insurance policy or policies, which shall not be refunded in any case):

- 50% if the cancellation occurs 2 days before the arrival date booked.
- 35% for more than 2 days and up to 7 days.
- 25% for more than 7 days and up to 10 days.
- If the booking is cancelled but the Insured can rearrange it, no compensation shall apply except for those costs caused by rearranging the booking. Provided the aforementioned expenses are not disproportionate and they must always be less than the amount to be compensated.

For the insurance policy to be valid, notification must be given of the cancellation at the time when the fact occurs that causes the cancellation or, at the latest, within the next 24 hours. Should this obligation not be fulfilled, the Insurer reserves the right to pay the compensation that would correspond as a penalty on the part of the service provider as if the cancellation had been notified within the specified period.

Compensation in the cancellation insurance policy shall be determined based on the first date of the event that prevents travel stated in the certifying document.

The cover of this policy shall only apply to those bookings whose start date is 45 days after the date the policy comes into force or the effective date of the successive supplements to increase the capital or include Insured and provided the event that

prevents travel occurs 30 days after the date the policy comes into force or the effective date of successive supplements to increase the capital or include Insured.

Should the insured contingency be subject to a claim against other insurance contracts, this claim shall be considered as having priority and must be carried out.

COVER

ARTICLE 2

The events that shall give rise to expenses being refunded are those specified below, provided these events occur after the booking and directly affect the Insured:

Cover 1: Serious illness, serious accident or death of:

- The Insured, his or her spouse, first or second degree ascendants or descendants, parents, children, brothers, sisters, grandfathers, grandmothers, grandsons, granddaughters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, parents-in-law or common law partner.
- The companion of the Insured, registered in the same booking.
- The direct replacement in the company where the Insured works during the period of absence caused by the booking.
- The person with custody of elderly or disabled persons or minors hired during the period of absence caused by the booking.

For the purposes of the insurance cover, the following definitions shall be used:

Serious illness of the Insured: alteration in health, confirmed by a medical professional, that forces the Insured to remain in bed and involves stopping any activity, professional or private.

Serious accident of the Insured: any bodily injury that results from a violent, sudden, external cause unrelated to the intentionality of the injured party, whose consequences stop the Insured from leaving his or her habitual residence under normal circumstances.

When the illness or accident affects any of the aforementioned persons, other than the Insured, this shall be understood as serious when it involves hospitalisation or risk of imminent death.

Any consequences of illness or accident occurring prior to the date the insurance policy was taken out or resulting from pre-existing illnesses are excluded.

In accordance with the terms and conditions of this insurance policy, the insured death that results in entitlement to compensation must have occurred maximum 10 days before the date of arrival at the camping site and always after the date the policy has come into force.

Cover 2: Serious injury as a consequence of theft, fire or other similar causes that affect:

- The habitual and/or second residence of the Insured.
- The professional premises where the Insured carries out his or her independent profession or is the direct user thereof (manager).

And that necessarily involves the Insured being present.

Cover 3: Dismissal of the Insured from his or her employment, provided that there had been no verbal or written communication at the start of the insurance policy.

Cover 4: The Insured starting a new job in a different company with an employment contract and provided the Insured joins after taking out the insurance policy and did not know that he/she would be joining the company on the date the stay was booked.

Cover 5: The Insured being called as a party to or member of a jury or witness of a court of law.

Cover 6: The Insured being called as a member of an electoral board.

Cover 7: The Insured being called to take official civil servant examinations held via a public body after taking out the insurance policy.

Cover 8: Expenses due to transferring the booking and/or stay arranged by the Insured to a third party, provide this cancellation is covered by this insurance policy.

The Insurer shall pay the expenses of this cancellation up to the maximum limit of 5% of the price of the booking and/or trip.

Cover 9: Acts of piracy in the air, on land or sea that make it impossible for the Insured to start or continue his or her journey or to arrive at the booked location. **All terrorist acts are excluded.**

Cover 10: Theft of documentation or luggage that makes it impossible for the Insured to start or continue his or her journey or to arrive at the booked location.

Cover 11: Becoming aware, after making the booking, of the Insured needing to pay tax due to making a parallel income tax return whose amount to be paid exceeds €600.

Cover 12: Due to breakdown or accident involving the vehicle owned by the Insured or his or her spouse that prevents the Insured from duly reaching the booked location.

This cover is limited to invoices for repairing the vehicle over €600 and/or a period of repair, accredited by an expert, greater than 8 hours.

Cover 13: Visas not being granted to the Insured for unjustified reasons.

Cover is expressly not included when visas are not granted because the Insured has not carried out the appropriate procedures within the period of time and in the manner required for them to be granted.

Cover 14: Mandatory relocation of the Insured for a period longer than 3 months.

Cover 15: An unexpected appointment for surgery involving:

- The Insured, his/her spouse, first or second degree ascendants or descendants, parents, children, brothers, sisters, grandfathers, grandmothers, grandsons, granddaughters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, parents in law or common law partner.
- The companion of the Insured, registered in the same booking.

Cover 16: Complications during pregnancy or miscarriage on the part of the Insured.

Births and complications during pregnancy are excluded as from the 7th month of gestation, as well as simply finding out about the pregnancy after taking out the insurance policy.

Cover 17: Medical quarantine affecting the Insured.

Cover 18: Official declaration of a catastrophic zone in the place of residence of the Insured or the destination of the booking. Also covered is the official declaration of a catastrophic zone of the place of transit to the destination, provided this is the only way to access the destination.

Cover 19: The winning of a journey and/or stay similar to the one booked, free of charge, in a public draw before a notary.

Cover 20: The police retaining the Insured due to non-criminal causes.

Cover 21: The Insured being subpoenaed for divorce proceedings.

Cover 22: The Insured being given a child for adoption.

Cover 23: The following being called for an organ transplant:

- The Insured, his/her spouse, first or second degree ascendants or descendants, parents, children, brothers, sisters, grandfathers, grandmothers, grandsons, granddaughters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, parents in law or common law partner.
- The companion of the Insured, registered in the same booking.

Cover 24: The Insured being given an official grant for studies or work greater than one month and granted after the booking is made.

Cover 25: Any illness or accident of the Insured or first degree relative of the Insured aged under 2 years that, according to the medical service, means it is not convenient to make the journey to the booked location.

Cover 26: The Insured being called to present and sign official documents, known and notified in writing after the booking and preventing the booking from being carried out.

Cover 27: Court adjudication of receivership or bankruptcy of a company that prevents the Insured from carrying out his or her professional activity, notified in writing after the booking is made.

Cover 28: Extension of the employment contract of the Insured after the insurance policy is taken out.

RISKS EXCLUDED

ARTICLE 3

This policy does not cover the following:

- 1. Consequences deriving from facts caused intentionally by the Insured or the beneficiaries of the policy.**
- 2. Consequences resulting from facts that are due to contractual breach by the Tourism Operator, whatever the cause thereof.**
- 3. Expenses that can be recovered and those expenses that would have been produced even in the case of the booking not being cancelled.**

4. Any consequential loss.
5. Consequences deriving from facts that are related to the consumption of toxic drugs, alcohol or other drugs not prescribed medically.
6. Consequences deriving from facts that result from an imprudent, reckless or seriously negligent act, as well as those resulting from offences or participation in bets, challenges or fights, except for cases of legitimate defence.
7. Consequences deriving from malicious acts, self-harm, suicide, epidemics, pollution, civil or international war, whether or not officially declared, popular uprisings, insurrection, the closing of borders, strikes, rebellion, revolution or terrorist acts and causes resulting from these, nuclear reaction or radiation or radioactive contamination.
8. Consequences deriving from facts that result from not following official prohibitions.
9. Consequences deriving from facts that result from the lack or impossibility of vaccination or following the medical treatment required to travel to certain countries.
10. Consequences deriving from facts that result from the non-presentation, forgetting and/or lapsing of the documents required to travel, such as passport, visa (except for visas not granted due to unjustified causes), tickets or cards.
11. Consequences deriving from facts that result from any meteorological contingency that involves not being able to carry out the planned activity for the booking or the journey, except for cover due to official declaration as a catastrophic zone.
12. Any cause that is not proven by means of all the documents justified that verify the reason for the cancellation.
13. Any illness of a non-serious nature, defined in article 2 cover 1, except for those expressly covered.
14. Expenses incidental to the cancellation, interruption or postponement of journeys that do not meet the definition of journey contained in the section of definitions in these General Conditions.

GEOGRAPHICAL SCOPE

ARTICLE 4

The covers in this policy shall be valid for the whole **World** according to the destination taken out.

DURATION OF THE COVER

ARTICLE 5

The insurance policy shall last for the period of time specified in the Particular Conditions.

OBLIGATIONS OF THE POLICYHOLDER, INSURED OR BENEFICIARY IN THE CASE OF A LOSS

ARTICLE 6

As soon as the fact occurs that gives rise to a loss, the Insured or the Beneficiary must notify the Tourism Operator or Policyholder to mitigate the consequences thereof. The date of cancelling the stay or journey shall always be taken as the date on the documents certifying the loss (medical certificate, death certificate, hospital report, etc.).

Should there be more than one cause that results in a loss, the cause that occurs and is certified by the Insured, Policyholder or Beneficiary of the policy shall be the one taken as the cause thereof.

The Insured or the Beneficiary or the Policyholder must notify the Insurer that the loss has occurred within a maximum period of 7 days after its occurrence.

In order to receive compensation, the Insured or Beneficiary must provide the original, dated documents that reasonably certify the fact that has resulted in the loss and that are requested by the Insurer, such as, in the case of:

- Serious illness or accident:
 - o Medical certificate from the specialist that has attended the person whose illness or accident has resulted in the loss. (The official medical certificate is excluded for this cover).
 - o Documents certifying the relationship with the Insured, if applicable.
- Death:
 - o Death certificate.
 - o Documentation certifying the relationship with the Insured, if applicable.
- Announcements included in the insurance policy: official certificates, written notifications.
- Rest of covers: Official certificates, original invoices, police statements or any original documents certifying the cause of the loss. In the case of theft, in addition to the corresponding statements, the replacement of the elements stolen shall also need to be certified, if requested by the Insurer.

In any case, the Insurer shall request, in addition to the documents sent by the Tourism Operator that show the date of booking the stay or journey and/or stay, as well as its cost, the period thereof, etc., the invoice for actual penalty expenses established by the Tourism Operator, in accordance with the legislation in force.

LOSSES - RESCISSION

- The Policyholder, the Insured or the Insurer may cancel the contract after each notification of loss, regardless of whether this has led to compensation being paid.
- The party that decides to cancel the policy must notify the other party of this cancellation by registered letter within thirty days of the notification of the loss, if there has been no compensation, or within thirty days of the payment of the settlement, if there has been compensation. This notification must take place at least fifteen days before the cancellation is to take effect.
- If the Policyholder or the Insured takes the initiative to cancel the contract, the Insurer shall be entitled to the premiums for the current period.

- If the entitlement to cancel the contract is exercised by the Insurer, it must refund to the Policyholder or Insured the part of the premium corresponding to the time between the effective date of cancellation and the expiry of the insurance period covered by the premium paid.
- Cancellation of the contract in accordance with the terms of this condition shall not change the respective rights or duties of the parties with regard to declared losses.

INTEREST FOR LATE PAYMENT

If the Insurer is late in complying with the benefit, compensation for loss or injury, although the clauses that are most beneficial for the Insured shall be understood as being valid, the following rules shall be applied:

- In general, this shall apply to delay by the Insurer with regard to the Policyholder or Insured.
- It shall be applicable to any delay in settling the compensation by means of payment or repair or replacing the object affected by the loss and also any delay in the payment of the minimum amount that might be owed by the Insurer.
- It shall be understood that the Insurer has incurred in a delay when it has not complied with its benefit within a period of three months as from when the loss occurred or has not paid the minimum amount of what it might owe within forty days as from receiving the loss statement.
- The court shall be responsible for imposing compensation for delay and this shall consist of the payment of annual interest equal to the legal interest rate current at the time when it is due, increased by fifty percent; this interest shall be incurred by day, without the need for any court order. However, two years having passed since the loss occurred, the annual interest cannot be less than twenty percent.
- In the repair or replacement of the object affected by the loss, the initial basis for calculating interest shall be the amount for this repair or replacement, without the lack of liquidity preventing it from starting to accrue interest on the date referred to in the subsequent section. In other cases, the compensation due or the minimum amount of what the Insurer might owe shall be the initial basis for the calculation.
- The initial date for calculating this interest shall be the date of the loss.
- However, if the Policyholder, Insured or Beneficiary have not complied with the duty of notifying the loss within the period established in the policy or, subsidiarily, within seven days of finding out about the loss, the initial date for calculation shall be the date the loss is notified.
- With regard to the affected third party or their heirs, that established in paragraph one of this number shall be an exception, when the Insurer proves that he or she did not know of the loss before the claim or the exercising of direct action by the affected party or their heirs, in which case the initial date shall be the date of this claim or that of the aforementioned exercising of the direct action.
- The final date for calculating interest in the cases of lack of payment of the minimum amount of what the Insurer might owe shall be the date when, according to the preceding number, interest starts to accrue for the total amount of compensation, unless this minimum amount is paid previously by the Insurer, in which case the final date shall be the date of this payment. The final date of the period during which interest for late payment must be paid by the Insurer in the remaining cases shall be the date when compensation is effectively carried out via payment, repair or replacement, to the Insured, Beneficiary or affected party.
- The Insurer shall not have to pay compensation for delay when the lack of carrying out the compensation or the payment of the minimum amount is due to a justified cause or a cause that cannot be attributed to the Insurer.
- When the Insurance Compensation Consortium must carry out the compensation as a guarantee fund, it shall be understood that it has delayed only when a period of three months has passed since the date on which the claim was made for compensation without the Consortium having paid this according to its specific regulations, the obligation to compensate for late payment of the minimum amount not being applicable in this case. In the remainder, when the Consortium is involved as a guarantee fund and, without exceptions, when the Consortium enters into a contract as a direct insurer, this article shall be applicable in its entirety.
- In determining the compensation for late payment by the Insurer, that established in article 1108 of the Civil Code shall not apply, nor that established in paragraph four of article 921 of the

Civil Proceedings Act (*Ley de Enjuiciamiento Civil*), except for the provisions contained in this last precept regarding the total or partial reversal of the ruling.

SUBROGATION

- Once compensation has been paid, and without the need for any additional assignment, transfer, title or mandate, the Insurer shall be subrogated to all the rights, resources and actions of the Insured against all perpetrators of or individuals liable for the loss, and even against other Insurers, if applicable, up to the limit of compensation, with the Insured being liable for the damages that his/her acts or omissions may cause to the Insurer in his/her right to be subrogated. The Insurer may not, however, exercise these subrogated rights to the detriment of the Insured.

- Unless liability for the loss is due to a fraudulent act, the Insurer shall not be entitled to subrogation against any individuals whose acts or omissions have resulted in the liability of the Insured, nor against any individuals who have caused the loss and are related to the Insured up to the third degree, by blood or by marriage, or who are an adoptive parent or child living with the Insured.

If the liability referred to in the preceding paragraph is covered by a policy, the subrogation, which may be exercised, shall be limited to the coverage guaranteed by this policy.

- Should both the Insurer and the Insured take action against a liable third party, any sum recovered shall be divided between them in proportion to their respective interests.

TERMINATION AND CANCELLATION OF THE CONTRACT

- If, during the life of the insurance policy, the interest or property insured should disappear, from this moment the insurance contract shall be terminated and the Insurer is entitled to keep any premium not consumed.

- The contract shall be null and void if, at the time of its conclusion, the peril did not exist, the loss had already occurred or the Insured did not have an interest in the compensation for the loss.

LIMITATION PERIOD

Those actions arising from this contract shall lapse two years after the date they first could have been brought.

RESOLVING CONFLICTS BETWEEN PARTIES

- Arbitration

If the two parties agree, they may settle their differences via a decision given by arbitrators in accordance with current legislation.

- Jurisdictional powers

The judge corresponding to the address of the Insured in Spain shall have jurisdiction over any actions that may arise from the insurance contract, any agreement to the contrary being null and void. For the purposes of this condition, the Insured shall designate an address in Spain if his/her address is in another country.

NOTIFICATIONS

Notifications to the Insurer on the part of the Policyholder, the Insured or the Beneficiary shall be carried out at the Insurer's company domicile specified in the policy but, if they are carried out to an agent that represents the Insured, they shall have the same effect as if they had been carried out directly to the latter.

Notifications from the Insurer to the Policyholder, the Insured or the Beneficiary shall be carried out at their domicile as specified in the policy, unless the Insurer has been notified of a change of address.

Notifications carried out by a free agent to the Insurer on behalf of the Policyholder shall have the same effect as if they had been carried out by the Policyholder, unless specified otherwise.

The insurance contract and any amendments or additions thereto shall be formalised in writing.

JURISDICTION

This insurance contract shall be subject to Spanish law and, within this law, the judge corresponding to the address of the Insured shall have jurisdiction over any proceedings that may arise from this contract. The Insured shall designate an address in Spain for this purpose if his/her address is in another country.