



Know your insurance

# ARAG Cancellation Hotel Reservations



## General Conditions

**This Insurance Contract is governed by the terms agreed in these General Conditions and the Particular Conditions of the policy, pursuant to the provisions of Act 50/1980, of 8 October, on insurance contracts and Act 20/2015, of 14 July, on the regulation, supervision and solvency of insurance and reinsurance companies.**



## Definitions of interest

Definitions of terms in this contract:

### **Insurers**

ARAG S.E., Subsidiary in Spain, which assumes the risks established in the policy.

### **Policyholder**

The individual or legal entity that has taken out this contract with the Insurer responsible for the obligations deriving from it, except those that by their nature must be fulfilled by the Insured Party.

### **Insured Party**

The natural person outlined in the Particular Conditions who, in default of the Policyholder, assumes the obligations derived from the contract.

### **Definition of Relatives**

The Insured Party's family, their spouse or person who lives with them, their ascendants and descendants in the first degree - parents, children, grandparents, grandchildren - brothers, sisters, uncle, aunt, nephew, niece, brothers-in-law, sisters-in-law, **sons-in-law**, daughters-

in-law or in-laws of both are considered covered.

### **Policy**

The contractual document that contains the Regulatory Insurance Conditions. They are an integral part of the General Conditions, the Particular Conditions that individualise each risk, and any appendixes or annexes that are attached to complete or modify them.

### **Premium**

The price of the insurance. The receipt will also contain legally applicable surcharges and taxes.



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# General Conditions

## 1. Purpose of the insurance

ARAG guarantees, **up to the limit specified in the Particular Conditions per booking and subject to the exclusions specified in these General Conditions**, the reimbursement of travel cancellation expenses that are incurred by virtue of the application of the hotel's general conditions of sale, **provided that the trip was cancelled before it started due to one of the causes listed in Article 7, and provided that the cause in question arose after the insurance was taken out.**

## 2. Insured parties

The Policyholder of this insurance policy or the natural persons listed in the Particular Conditions, in case of Collective Policy.

## 3. Temporary validity

The purchase of Trip Cancellation Expenses coverage must be made upon confirmation of the trip reservation,

The duration of the insurance coverage will be that specified in the Special Conditions.

## 4. Territorial scope

The coverages established in this Policy are valid for events that occur in Spain.

## 5. Payment of premium

The Policyholder is obliged to pay the premium as soon as the contract is formalised. Successive premiums must be paid on the date of the corresponding maturities.

**If there is no location specified in the Particular Conditions for the payment of the premium, it must be paid at the Policyholder's address.**

In case of non-payment of the first annuity, the effects of the coverage will not begin and the Insurer may terminate or demand payment of the agreed premium. Non-payment of any other successive annuities will result in - after one month has elapsed since expiration - the suspension of the coverage insured by the policy. **In any case, coverage will take effect on midnight of the day the Insured Party pays the premium.**

## 6. Information regarding risk

The Policyholder has the duty to declare to ARAG, before the formalisation of



the contract, all the circumstances known to them that may influence the risk assessment, according to the questionnaire submitted to them. They will be exempt if ARAG does not give them a questionnaire or when, even if they have been given the questionnaire, there are circumstances that may influence the risk assessment and have not included in the questionnaire.

The Insurer may terminate the contract within a period of one month, starting from the moment the difference or inaccuracy of the Policyholder's declaration is made known to them.

During the term of the contract, the Insured Party must notify the Insurer, as soon as possible, of any modifications to the circumstances declared in the questionnaire mentioned in this article that might aggravate the risk and are of such a nature that if they had been known by the Insurer at the time of the formalisation of the contract, that entity would not have formalised it or it would have done so under more serious conditions.

Once an increase in the risk is known, ARAG may, within a period of one month, either offer a modification of the contract or terminate it.

If there is a risk reduction, the Insured

Party is entitled, from the next annuity, to a reduction in the amount of the premium in proportion to the reduction of the risk.

## 7. Guarantees Covered

As soon as ARAG is notified, in accordance with the procedure indicated in Article 10, of an incident covered by this policy, ARAG guarantees the provision of the following services:

### 7.1 Travel cancellation expenses

**ARAG shall cover, up to the maximum limit per hotel reservation, the value of which is indicated in the Schedule of Cover of this contract and subject to the exclusions contained in these General Conditions,** the reimbursement of travel cancellation expenses for the Insured Party that are incurred by virtue of the application of the hotel's general conditions of sale, provided that the trip was cancelled before it started due to the occurrence of one of the following causes after the insurance was taken out:

- 1) Due to the death, hospitalisation of at least one night, serious illness or bodily accident of:
  - a) The Insured or of any of his/her relatives, this being understood as set



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out in the General Terms and Conditions of the Policy.

**b)** Any of the relatives, the spouse or de facto partner or person who lives permanently with the Insured, relatives being understood as set out in the General Terms and Conditions of the Policy.

**c)** The person in charge during the Insured's trip, of the custody, at the main residence, of his/her minor or disabled children.

**d)** The direct substitute for the Insured in his/her job position, provided that this circumstance prevents him/her from making the trip as required by the company by which he/she is employed.

In relation to the Insured, **"serious illness"** means a change in health that involves hospitalisation or bed rest **during the 7 days before the trip, or making it impossible to start the trip on the foreseen date due to medical reasons.**

**"Serious accident"** means corporal damage, which is not intentional on the part of the victim, originating from the sudden action of an external cause and that, in the opinion of a medical professional, makes it impossible to start the trip of the Insured on the

anticipated date, or that entails the risk of death for some of the aforementioned relatives.

When the illness affects some of the aforementioned people, other than the Insured, it will be understood as serious when it implies a minimum hospitalisation of one night or the need for at least 3 days of bed rest, or which entails an imminent risk of death.

**2)** Summons of the Insured as a party, witness or jury member in civil, criminal or labour court.

**3)** Summons as a member of a polling station for elections at state, regional or municipal level.

**4)** Sitting official civil servant exams called through a public body after having taken out the insurance policy. This can be either as the person sitting the exam or as a member of the examination body.

**5)** Serious damage caused by fire, explosion, theft or by force of nature, at the Insured's main or secondary residence, or at his/her professional premises if he/she is an independent professional or runs a company and his/her presence is absolutely necessary.

**6)** Due to dismissal of the Insured from his/her job. In no case will this

cover come into force due to the end of the employment contract, voluntary resignation or due to failure to pass a trial period. In any case, the insurance policy must have been taken out before written notice was issued by the company to the worker.

**7)** Taking a new job in a company different from where the Insured worked previously, with an employment contract of more than six months, **provided that the job commences after the registration of the trip, and therefore, after the insurance was taken out.**

**8)** Income tax return made in parallel by the Ministry of Economy and Finance, leaving an amount to be paid by the Insured greater than €600.

**9)** An act of air, land or naval piracy that makes it impossible for the Insured to start his/her trip on the scheduled dates.

**10)** Call for surgical intervention for the Insured, as well as medical tests before such intervention. (Including organ transplants as recipient or donor).

**11)** Call for medical testing of the Insured or of a first- or second degree relative,

urgently conducted by the public health service, provided that these are justified by the severity of the case.

**12)** Serious complications during pregnancy that, due to medical advice, involve bed rest or require the hospitalisation of the Insured, his/her spouse, or de facto partner or long-term live-in partner, provided that such complications occurred after the insurance policy was taken out and they seriously endanger the continuity or necessary development of the pregnancy.

**13)** Premature birth by the Insured.

**14)** Police custody of the Insured after having taken out the insurance policy, coinciding with the travel dates.

**15)** Subpoena by a court to appear in divorce proceedings, which occurs after having taken out the insurance policy and coincides with the travel dates.

**16)** Urgent letter of formal notice to join the armed forces, the police or fire service, provided that the notice to join was received after the insurance policy was taken out.

**17)** Medical quarantine as a consequence of an accidental event.



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**18)** Unexpected call for an organ transplant of:

The INSURED or a relative.

The companion of the INSURED, recorded in the same booking and who is also insured.

**19)** Signing of official documents on the dates of travel, exclusively before Public Administrations.

**20)** Delivery of a child under adoption, which coincides with the planned dates of travel.

**21)** Official declaration of the INSURED's place of residence, or the trip's destination, as a disaster zone. This cover also includes the official declaration of the place of transit to the destination as a disaster zone, as long as it is the only route whereby the destination can be reached. **The maximum amount of compensation per claim is €30,000.**

**22)** Sworn declaration of the suspension of payments of a company, which prevents the INSURED from carrying out his/her professional activity.

**23)** Theft of documentation or baggage that prevents the Insured from beginning his/her trip.

**24)** Cancellation by the person accompanying the Insured on the trip, who is duly registered on the same trip and insured by the same policy, provided that the reason for cancellation is one of the causes previously listed and, as a result thereof, the Insured has to travel alone.

**25)** Cancellation by a relative of the Insured who is accompanying the Insured on the trip, who is duly registered on the same trip and insured by the same policy, provided that the reason for cancellation is one of the causes previously listed.

In the event that the Insured changed the dates of his/her booking due to any of the reasons set out in this TRAVEL CANCELLATION EXPENSES section, the additional expenses that occur due to this change shall be covered **exclusively when this amount is not more than the penalty that would have been applied due to the cancellation of the booking.**

**In any case, it is an essential requirement that this guarantee be taken out and notified to ARAG, at the time of booking.**

**SPECIFIC EXCLUSIONS TO COVER FOR TRAVEL CANCELLATION EXPENSES:**

In addition to the provisions of the "Exclusions" section of these General Insurance Terms and Conditions, cancellations of travel caused by the following reasons shall not be covered:

- A) An aesthetic treatment or therapy, a contraindication to air travel, the lack or contraindication of vaccination, the impossibility of following the recommended preventive medical treatment in certain destinations, the voluntary interruption of pregnancies, alcoholism, the consumption of drugs and narcotics, unless these have been prescribed by a doctor and are consumed as indicated.
- B) Psychological, mental or nervous illnesses and depression without hospitalisation, or that justifies hospitalisation for less than seven days. Pre-existing chronic conditions or illnesses and the consequences thereof.
- C) Illnesses that are being treated or receiving medical care within the 30 days prior to the travel reservation date, as well as the date of taking out the insurance.
- D) Participation in bets, contests, competitions, duels, crimes, fights, except in cases of legitimate defence.

E) Epidemics, pandemics, both in the country of origin and the country of destination of travel, except in the case of SERIOUS ILLNESS, as covered by Cause 1 of Article 7.1, Travel Cancellation Expenses, of:

- The Insured

- First-degree relatives who are on the same booking as the Insured.

F) Medical quarantine, pollution and natural catastrophes, both in the country of origin and destination.

G) Declared or undeclared (civil or foreign) war, riots, popular movements, acts of terrorism, any effect of a source of radioactivity, as well as the conscious disregard of official prohibitions.

H) Failure to present, for any reason, the essential documents for any trip, such as a passport, visa, tickets, card or vaccination certificate.

I) Fraudulent acts, as well as intentionally caused self-harm, suicide or attempted suicide.

## 8. Exclusions

The agreed coverages do not include:



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- a) Voluntary acts by the Insured Party or those acts in which the said person is guilty of malevolent intent or gross negligence.
- b) Ailments, chronic or congenital and/or pre-existing illnesses, as well as their consequences, suffered by the Insured Party prior to starting the trip or at the time the insurance is taken out, except those that are expressly covered.
- c) Suicide death and injury or illnesses resulting from the intent of the Insured Party to injure themselves and those derived from criminal actions.
- d) Diseases or pathological conditions produced by the consumption of alcohol, psychotropic drugs, hallucinogens or any drug or substance with similar characteristics.
- e) Aesthetic treatments and the supply or replacement of hearing aids, contact lenses, glasses, orthoses and prostheses in general, as well as the expenses caused by births or pregnancies and any type of mental illness.
- f) Injuries or illnesses resulting from the Insured Party's participation in: sporting events, competitions or bets; skiing and any other winter sports or adventure sports (including hiking, trekking and similar activities); and the rescuing of people at sea, in the mountains or in desert areas.
- g) Conditions that result, directly or indirectly, from events produced by nuclear energy, radioactive radiation, natural catastrophes, military actions, riots or terrorist acts.
- h) Any type of medical or pharmaceutical expense of an amount lower than that stipulated in the Particular Conditions of the policy.

## 9. Limits

ARAG will cover the expenses contained herein, within the established limits and up to the maximum amount contracted in each case. In the case of events that have the same cause and have occurred at the same time, they will be considered one single loss.

ARAG will be obliged to pay the claim, **except in the event that the loss was caused by the Insured Party's bad faith.**

For coverages that include payment of an amount in money, ARAG is obliged to compensate at the end of the investigations and expert appraisals needed to establish the existence of the incident. In any case, ARAG shall pay, within 40 days from the receipt of the declaration of incident, the minimum amount of what it may owe, according to the circumstances known to them. If within three months from when the claim has been made, ARAG has not paid such compensation, and there is no justified cause for not doing so or the cause is attributable to them, compensation will be increased by a percentage equivalent to the legal interest in force at that time, increased in turn by 50%.

## 10. Declaration of an incident

When an incident requiring the use of this policy occurs, it is essential that the Insured Party notifies it to ARAG's emergency telephone service, indicating the name of the Insured Party, policy number, location and phone number of the location and the type of assistance that is needed. This call may be made reverse-charge. In case of impossibility, the Insured Person will be able to request the Insurance Company the

reimbursement of the calls costs that makes to the company, always properly documented and justified.

If, acting in bad faith, the Insured Party submits false statements, exaggerates the amount of damages, intends to destroy or dispose of objects that existed before the claim was made, conceals or removes all or part of the insured objects, or uses inaccurate documents or fraudulent means to accredit or support the claim, this shall constitute grounds for rejecting the claim and all rights to compensation shall be lost.

## 11. Additional provisions

**ARAG will not assume any responsibility for claims that have not been requested or that have been made without their prior agreement,** except in cases of duly justified force majeure.

When the direct intervention of the Insurer is not possible in the provision of the services, the latter will be obliged to reimburse the Insured Party for the expenses duly credited that derive from such services, within the maximum period of 40 days from the presentation of the same.

**In any case, the Insurer reserves the right to request from the Insured**



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**Party any reasonable documents or evidence in order to process payment of the requested compensation.**

### 12. Subrogation

Up to the amount of the total disbursed in compliance with the obligations derived from this policy, ARAG shall replace the Insured Party, their heirs or any other of their beneficiaries in the rights and actions that correspond to them when acting against liable third persons, physical or legal, as a consequence of the loss that caused the assistance provided.

In particular, this right may be exercised by the Insurer against passenger road, maritime or air transport companies, when acting for the total or partial refund of the cost of tickets not used by the Insured Party(s).

### 13. Prescription

The actions that derive from the insurance contract will prescribe in two years in the case of coverage for damages and in five in the case of coverage for people.

### 14. Indication

If the content of this policy differs from the insurance request or the agreed clauses, the Policyholder may request that the Company rectifies the error within one month, starting from the date the policy is signed.

If this period elapses without the Policyholder making such a request, the provisions of the policy will be followed.

In any case, ARAG reserves the right to request the Insured to present of reasonable proof or documentary evidence for the purpose of completing the payment of the requested provision.

### 15. Complaints

ARAG S.E., Subsidiary in Spain, has assigned the Customer Service Department (c/Roger de Flor, 16, 08018- Barcelona, e-mail: [dac@arag.es](mailto:dac@arag.es), website: [www.arag.es](http://www.arag.es)) to address and resolve any complaints that are related to policyholder's legal interests and rights; they will be handled and resolved within a maximum period of one month from submission.

In case of disagreement with the resolution adopted by the Customer



Service Department, or if the period of one month elapses without having received a response, the claimant may contact the General Directorate of Insurance and Pension Funds, Claims Service (Paseo de la Castellana, 44, 28046 - Madrid, telephones: 902 19 11 11 or 952 24 99 82, web: [www.dgsfp.mineco.es](http://www.dgsfp.mineco.es)).





