



INSURANCE  
**Cancellation Special**

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General Conditions

**SPECIALS CONDITIONS – SPECIAL CANCELLATION INSURANCE**

**For the Policy with number 1-26-5252061, in which INTERMUNDIAL Correduría de Seguros, with registered company address at Calle Irún, 7, Madrid, inscribed in the Companies Register of Madrid to page M 180.298, 8th section, book 0, sheet 149, volume 11.482 and with Corporate Tax Identification Number- B-81577231. Inscribed in the Guarantees and Insurance Registry and Pension Fund with number J-1541 and with Civil Liability Insurance and guarantee signed pursuant to Law 26/06 for Regulation of Private Insurance and Reinsurance, acts herein as broker, with this being signed between VILLA ONLINE, S.L. and INSURER BILBAO C.A. de Seguros y Reaseguros.**

**1. INSURED AMOUNTS**

The total compensation limit shall be the price of the trip, stay or rental specified in the reservation made with the Travel Agency or similar up to a maximum of **15,000 Euros**.

To be entitled to payment of compensation, it is essential that the persons included in the travel reservation have taken out Travel Cancellation and/or Interruption Insurance, and each person must therefore have paid the insurance premium in question.

In the event that there is a guaranteed cause for the Cancellation or Interruption of the stay, the Penalty Fees or refund of the days not enjoyed shall be divided proportionally between the passengers in the reservation who have paid the insurance premium.

The INSURER shall pay compensation based on evidence of the expenses provided by the Insured party in the form of invoices from the service supplier or similar documents, with the exception of the price of the insurance, which shall not be refunded under any circumstances. In the event that the Insured party is unable to provide proof of an expense, he or she shall be compensated on the basis of the penalty fees provided for in Royal Legislative Decree, 1/2007, of 16 November, approving the revised wording of the General Law on the Protection of Consumers and Users and other complementary laws, in Article 160, paragraph a).

The penalty scale covered by the policy and set out in Royal Legislative Decree 1/2007 is as follows (excepting the price of the insurance, which shall not be refunded under any circumstances):

- **5% (FIVE PERCENT)** if the cancellation occurs between 15 and 11 days prior to the date of starting the trip.
- **15% (FIFTEEN PERCENT)** between 3 days and 10 days.
- **25% (TWENTY-THREE PERCENT)** within 48 hours prior to departure.
- **100% (ONE HUNDRED PERCENT)** in the event that departure does not occur.

These limits apply to all trips unless the travel brochure indicates higher cancellation fees than the aforementioned. In the event that special cancellation fees have been established for the trip, the amount of the compensation shall be that indicated in the Tour Operator or Organiser's brochure.

Insurance compensation for cancelled stays **shall be determined from the date on which the event that prevented travel occurred, and this shall be indicated in the supporting document.**

**GENERAL CONDITIONS - SPECIAL CANCELLATION INSURANCE**

This insurance contract shall be governed by the provisions of Law 50/1980, of 8 October, on Insurance Contracts (Official State Gazette, 17 October), and that set out in the General Insurance Conditions, General and Special Policy Conditions; clauses limiting the Rights of the Insured Parties that are not specifically accepted in writing by the aforementioned in the place provided for this purpose in the Contract shall not be valid.

Furthermore, Article 2 of the aforesaid Law on Insurance Contracts stipulates that the contract clauses, other than the legal clauses, that are the most beneficial for the INSURED PARTY shall be valid. Mere transcriptions or references to legal principles shall not require the aforementioned acceptance.

**RECITAL CLAUSE. - DEFINITIONS**

The following definitions apply in this contract:

**1. INSURER:** The legal person that assumes the risk agreed in the contract, that is to say, BILBAO, C.A. de Seguros y Reaseguros, whose Registered Office is: Paseo del Puerto, 20 – 48990 Neguri – Getxo (Vizcaya). Registered in the Bilbao Register of Companies in leaf 2.436, page 103, volume 55, registry book founded on 11-9-1918, and with Tax Identification Number: A-48001648.

**2. POLICYHOLDER:** The natural or legal person who, together with the INSURED PARTY, enters into this contract on his or her own behalf and/or in representation of the Insured Group, and who is liable for the obligations arising therefrom, excepting the obligations which, because of their nature, shall be met by the INSURED PARTY.

**3. INSURED PARTY:** Each person who contracts a trip and/or stay with the POLICYHOLDER for a specific period in a hotel, apartment or similar, and who shall appear on the list of persons included in the insurance policy. All of the insured parties constitute the insured group. In the event that a person contracts a stay for several family members and/or friends, each of these persons is considered an INSURED PARTY for the purpose of this insurance and, consequently, shall be liable to pay the corresponding premium.

**4. BENEFICIARY:** The natural or legal person who owns the right to compensation. Because of the nature of this insurance, the BENEFICIARY shall be the INSURED PARTY or his or her legal heirs in the event of death, unless otherwise expressly stated.

**5. DOMICILE:** The INSURED PARTY'S usual residence.

**6. THIRD PARTIES:** Any natural or legal person other than:

- 6.1. The POLICYHOLDER and INSURED PARTY.
- 6.2. The spouses, ascendants and descendants of the POLICYHOLDER and INSURED PARTY.
- 6.3. Family members of the POLICYHOLDER and INSURED PARTY who live with them.

**7. ACCIDENT:** Any sudden, accidental and unforeseeable event that was not intended by the INSURED PARTY, the harmful consequences of which are covered by the guarantees of this policy. All of the damage caused by the same event shall constitute a single claim.

**8. INSURED SUM:** The amounts set out in the Special Conditions as the maximum compensation limit payable by the INSURER in the event of an accident.

**9. POLICY:** The document containing the conditions governing the insurance. The General Conditions; the Specific Conditions personalising the risk; the Special conditions, when applicable, and the Attachments and Appendices issued to complete or amend the policy are an integral part of the policy.

**10. PREMIUM:** The price of the insurance. In addition, the receipt shall contain the legally applicable charges and taxes.

**11. BROKER:** The legal person responsible for mediating between the Insurance Company and Policyholder. In this case, INTERMUNDIAL XXI, S.L., with registered office in Irún, 7, 28008 - Madrid. Authorised by the General Directorate of Insurance under number J-1541.

**ARTICLE 1. – OBJECT OF THE INSURANCE**

Within the limits set out in the policy and in accordance with the risks listed in Article 2.1, the INSURER undertakes to:

1.1. Refund the penalty fees set out in the Special Conditions and which, pursuant to the contract, the INSURED PARTY owes the Travel Organiser or Promoter with whom he or she contracted the trip and/or stay for a particular period in the event that the reservation is cancelled before the start date of the contracted period and the INSURED PARTY is unable to take the trip.

**ARTICLE 2. – GUARANTEED RISKS**

The risks assumed by the INSURER, and which give rise to the refund of expenses, are set out below and shall be refunded on condition that the INSURER is notified of these circumstances after reserving the trip and/or stay and that they affect the INSURED PARTY directly:

2.1.1 Serious illness, serious accident or the death of:

- The INSURED PARTY, his or her spouse, or first or second degree ascendants or descendants (parents, children, siblings, grandparents, grandchildren, brother and sister-in laws, son and daughter-in laws and mother and father-in-laws).

- The person accompanying the insured party and included in the reservation.

- His or her professional replacement, provided the position or responsibility must be assumed by the INSURED PARTY.

- The person responsible for taking care of underage or disabled children during the period of the trip and/or stay. For this guarantee to be valid, it shall be necessary to provide the name and surname(s) of the person in question when signing the insurance contract.

For the purpose of the insurance coverage, the following definitions apply:

- Serious illness: a deterioration in health, subject to certification by a medical professional, that obliges the patient to remain in bed and to stop all types of business and personal activities.

- Serious accident: all violent, unforeseeable and unintentional injuries to the body caused by events beyond the insured party's control, the consequences of which prevent the patient from leaving his usual residence by normal means.

This includes the consequences of illnesses and accidents that occur after the date of signing the insurance policy in addition to pre-existing illnesses, provided these are not being treated or require medical care 30 days prior to both the date of reserving the trip and the date of signing the contract. In addition, serious mental illnesses are included under the terms guaranteed by this coverage.

When the illness or accident affects one of the aforementioned persons, other than the insured party, it shall be considered "serious" when it requires hospitalisation or is likely to lead to imminent death.

2.1.2. Serious damage as a result of theft, fire or flooding affecting:

- The INSURED PARTY'S usual and/or secondary residence.

- The business premises in which the INSURED PARTY performs a professional service or is the direct operator thereof (the manager).

And which necessarily involve the presence of the INSURED PARTY.

2.1.3. The INSURED PARTY'S dismissal from employment, provided he or she has not received a verbal or written warning at the time of taking out the insurance. Disciplinary dismissal is not included.

2.1.4. Commencement of a new job in a different company which requires registration and/or withdrawal from the Social Security system, with an employment contract, and provided this occurs after signing the

insurance contract and the INSURED PARTY was not aware of the change of employment at the date of reserving the stay.

2.1.5. Summons as a party, witness or member of a jury in a court of justice, excepting legal professionals.

2.1.6. Summons to act as a member of an election board.

2.1.7. Presentation at official competitive examinations announced by a public body after signing the insurance contract. Coverage does not include examinations held prior to the start date of the trip or competitive examinations the INSURED PARTY registered for after reserving the trip.

2.1.8. Cancellation by a travel companion who signed the same type of service for one of the reasons described in the policy and who is travelling under the same reservation.

If the INSURED PARTY decides to not cancel the stay and to travel alone, the INSURER shall bear the additional costs, i.e., single supplement, charged by the Travel Organiser.

When the reservation is cancelled due to an inability to reach the minimum number of people required to qualify as a group, pursuant to the brochure, for the provision of the service by the Travel Organiser, and this requires that the other members of the group pay a higher price, the INSURER shall bear these additional costs up to a maximum amount of 60 € per insured person.

In this case, only one insured person shall be covered when their travel companion cancels for one of the reasons specified in the policy. However, in the event that this affects more than one insured party, compensation shall be divided proportionally between all of the persons concerned.

2.1.9. Cession of the trip and/or stay contracted by the INSURED PARTY to a third party, provided the cancellation in question is guaranteed coverage under this insurance.

The INSURER shall bear the penalty fee for such cancellations up to a maximum limit of 10% of the price of the trip and/or stay.

2.1.10. Acts of air, land or sea piracy that prevent the INSURED PARTY from starting or continuing his or her journey. Terrorist acts are not included.

2.1.11. Burglary of documentation or baggage that prevents the INSURED PARTY from starting or continuing his or her journey. The theft, loss or misplacement of items is not included.

2.1.12. Becoming aware, after making the reservation, of the obligation to file a parallel tax returns when the settlement exceeds 600 €.

2.1.13. Due to a breakdown or accident of the vehicle owned by the INSURED PARTY or his or her spouse when it absolutely prevents him or her from starting or continuing the journey.

**This coverage is limited to invoices for vehicle repairs of more than 600 € and/or repair periods of more than 8 hours.**

2.1.14. Refusal to grant visas for unjustified reasons.

**This excludes refusals to grant visas when the INSURED PARTY failed to follow the visa application procedure within the deadline and in the manner required for obtainment of the visa.**

2.1.15. The compulsory transfer of his or her job for a period of more than 3 months which requires a change of residence and prevents him or her from travelling.

2.1.16. The call or unexpected admission for surgery of the following persons during the travel dates:

- The INSURED PARTY, his or her spouse, or first or second degree ascendants or descendants (parents, children, siblings, grandparents, grandchildren, brother and sister-in laws, son and daughter-in laws and mother and father-in-laws).

- The person accompanying the insured party who is registered in the same reservation.

- His or her professional replacement, provided the position or responsibility must be assumed by the INSURED PARTY.

- The person responsible for taking care of underage or disabled children during the period of the trip and/or stay. For this guarantee to be valid, it shall be necessary to provide the name and surname(s) of the person in question when signing / subscribing the insurance policy.

2.1.17 Pregnancy complications or miscarriage.

**This excludes deliveries and pregnancy complications after the 7th month of gestation and knowledge of the state of gestation.**

2.1.18. Medical quarantine of the INSURED PARTY.

2.1.19. In the event that the INSURED PARTY'S place of residence or travel destination is officially declared a disaster area. This guarantee also covers the area on transit to the end destination, provided it is the only way to reach the end destination. A maximum compensation limit of 30,000 € per claim is established.

2.1.20. The obtainment of a free trip and/or stay, similar to the one contracted, in a draw before a notary public.

2.1.21. The INSURED PARTY'S detention by the police for non-delinquent reasons.

2.1.22. A summons to appear in divorce proceedings.

2.1.23. Delivery or proceedings in relation to the collection of an adopted child that necessarily require the presence of the INSURED PARTY.

2.1.24. Summons for an organ transplant for one of the following persons:

- The INSURED PARTY, his or her spouse, or first or second degree ascendants or descendants (parents, children, siblings, grandparents, grandchildren, brother and sister-in laws, son and daughter-in laws and mother and father-in-laws).

- The person accompanying the insured party who is registered in the same reservation.

- His or her professional replacement, provided the position or responsibility must be assumed by the INSURED PARTY.

- The person responsible for taking care of underage or disabled children during the period of the trip and/or stay. For this guarantee to be valid, it shall be necessary to provide the name and surname(s) of the person in question when signing / subscribing the insurance policy.

2.1.25. The awarding of official scholarships for studies or employment of more than one month by an official body after reserving the trip.

2.1.26. Any illness or accident suffered by the INSURED PARTY or a first-degree family member of the INSURED PARTY who is under the age of 2 years and which, in the opinion of the medical professional, make it unadvisable to travel.

2.1.27. The death of a third-degree blood relative.

2.1.28. An unavoidable summons to appear and/or sign official documents during the travel period, which became known to and was communicated in writing after reserving the trip.

2.1.29. A declaration of bankruptcy or the bankruptcy of a company that prevents the INSURED PARTY from carrying out his or her business activity and which is communicated in writing after reserving the trip.

2.1.30. Extension of an employment contract communicated after taking out the insurance. A company document announcing the extension (registration or withdrawal from the Social Security system) shall be required.

### ARTICLE 3. – EXCLUDED RISKS

**THIS POLICY DOES NOT COVER THE CONSEQUENCES OF THE FOLLOWING EVENTS:**

**A) THOSE INTENTIONALLY CAUSED BY THE INSURED PARTY OR THE POLICY BENEFICIARIES.**

**B) THE CONSUMPTION OF TOXIC DRUGS, ALCOHOL OR NARCOTICS THAT WERE NOT PRESCRIBED BY A DOCTOR.**

**C) THOSE CAUSED AS A RESULT OF AN IMPRUDENT, CARELESS OR SERIOUSLY NEGLIGENT ACT, IN ADDITION TO THOSE RESULTING FROM DELINQUENT ACTS AND PARTICIPATION IN BETS, CHALLENGES AND FIGHTS, EXCEPT IN CASES OF LEGITIMATE SELF DEFENCE.**

**D) FRAUDULENT ACTS, SELF-INJURY AND SUICIDE.**

**E) EPIDEMICS AND POLLUTION.**

**F) CIVIL OR INTERNATIONAL WAR, WHETHER OR NOT THIS HAS BEEN OFFICIALLY DECLARED, POPULAR REVOLTS, INSURRECTIONS, REBELLIONS, REVOLUTIONS OR TERRORIST ACTS AND THE CONSEQUENCES THEREOF.**

**G) NUCLEAR REACTION OR RADIATION AND RADIOACTIVE CONTAMINATION.**

**H) FAILURE TO OBSERVE OFFICIAL BANS.**

**I) FAILURE OR AN INABILITY TO OBTAIN VACCINATION OR TO FOLLOW THE MEDICAL TREATMENT REQUIRED FOR TRAVEL TO CERTAIN COUNTRIES.**

**J) FAILURE OR FORGETTING TO PRESENT, AND/OR THE EXPIRY OF THE REQUIRED TRAVEL DOCUMENTATION, SUCH AS PASSPORTS, VISAS (EXCEPTING THEIR REFUSAL FOR UNJUSTIFIED REASONS), TICKETS AND LICENCES.**

**K) WEATHER CONDITIONS THAT PREVENT THE CARRYING OUT OF THE ACTIVITY REQUIRED FOR THE TRIP, EXCEPT FOR COVERAGE OF OFFICIALLY DECLARED DISASTER AREAS.**

**L) ANY REASON THAT CANNOT BE PROVEN BY THE PROVISION OF SUPPORTING DOCUMENTS TO VERIFY THE REASON FOR THE CANCELLATION.**

**M) ANY NON-SERIOUS ILLNESS, DEFINED IN ARTICLE 2.1.1., EXCEPTING ILLNESSES THAT ARE EXPRESSLY COVERED.**

### ARTICLE 4. – GEOGRAPHICAL SCOPE

The guarantees set out in this policy are valid for the entire world, according to the contracted destination.

### ARTICLE 5. – EFFECT AND DURATION, FOR CONTRACTING OF THE INSURANCE

5.1. For INSURED PARTIES taking out insurance after the policy has entered into force, the insurance cover shall be valid from zero hours on the day after making the reservation with the Travel Organisation or policyholder (the time at which insurance should be taken out) and shall end on the date on which the contracted trip and/or stay finishes, as set out in the voucher or contract provided by the Organisation in question, excepting the assistance and repatriation guarantees, which shall only be valid during the period of the contracted stay. The guarantee to refund cancellation fees shall only be valid when this has been contracted and notified to the INSURER at the time of registering for or reserving the trip. If it is not taken out at this point in time, the coverage shall start 72 hours after the date of taking out the insurance.

5.2. In the event that the policy expires before the end date of the trip and/or stay, and provided the INSURED PARTY signed and paid the corresponding premium while the policy was valid, the insurance coverage shall end on that date.

## ARTICLE 6. – OBLIGATIONS OF THE POLICYHOLDER, INSURED PARTY OR BENEFICIARY IN THE EVENT OF AN ACCIDENT

As soon as the event giving rise to the accident occurs, the INSURED PARTY or BENEFICIARY shall notify the Travel Organiser or policyholder in order to minimise the consequences thereof. The date of the cancellation or interruption of the stay or trip shall always be the date specified in the documents providing evidence of the claim (doctor's or death certificate, hospitalisation report, etc.).

In the event that more than one cause leads to the accident, the first cause that occurs and is supported by evidence provided by the Insured Party, Policyholder or Policy beneficiary shall be taken as the cause of the accident.

The INSURED PARTY, BENEFICIARY or POLICYHOLDER shall notify the AGENT or INSURER of the accident within at least 7 days of it occurring.

To obtain compensation, the INSURED PARTY or BENEFICIARY shall provide original, dated, documents as reasonable evidence of the event that led to the accident and any other documentation requested by the INSURER; for example, in the case of:

- Serious illness or accident:

\* Doctor's certificate issued by the professional who attended to the person whose illness or accident gave rise to the claim. **(The official medical certificate is excluded for this guarantee).**

\* Documentation demonstrating the blood relationship with the INSURED PARTY, when applicable.

- Death:

\* Death certificate.

\* Documentation demonstrating the blood relationship with the INSURED PARTY, when applicable.

- Summons/announcements included in the insurance policy: official certificates, written communications.

- Other guarantees: official certificates, original invoices, police reports or any original document that provides evidence of the cause of the accident.

In any event, in addition to the documents issued by the Travel Organiser or policyholder demonstrating the date of contracting the trip and/or stay, the cost and duration thereof, etc. the INSURER shall request the invoice showing the actual penalty fees established by the Travel Organiser or policyholder in accordance with current legislation and, in the event that the stay is interrupted, a letter from the hotel/apartment or similar stating the date the INSURED PARTY left and the bill showing the actual expenses.

## ARTICLE 7. DECLARATIONS WHEN TAKING OUT INSURANCE AND DURING THE TERM OF THE CONTRACT

7.1. During the term of the contract, the POLICYHOLDER or INSURED PARTY shall notify the INSURER, as soon as possible, of any circumstances that exacerbate the risk and which are of such a nature that, had they been known by the latter at the time of drawing up the contract, it would not have entered into it or it would have entered into it or it would have concluded it in more onerous conditions.

7.2. The POLICYHOLDER or INSURED PARTY undertake to notify the INSURER of the existence of other policies with different insurers that cover the effects of the same risk on the same interest for an identical time period.

## ARTICLE 8. DECLARATIONS IN THE EVENT OF AN EXACERBATION OF THE RISK

8.1. In the event that the INSURER is notified of an exacerbation of the risk during the term of the policy, it may propose an amendment to the contract terms within two months of being notified thereof. In such cases, the POLICYHOLDER shall have fifteen days from the date of receiving the proposal to accept or reject it. In the event that it rejects it or remains silent, the INSURER may, after the aforementioned deadline, terminate the contract after notifying the POLICYHOLDER and giving it a new deadline of fifteen days within which to

respond; once this deadline has expired, the INSURER has eight days within which to notify the POLICYHOLDER of the definite termination of the insurance contract.

Likewise, the INSURER may terminate the contract, by notifying the INSURED PARTY in writing, within one month of becoming aware of the exacerbation of the risk. In the event that the POLICYHOLDER or INSURED PARTY fail to make their declaration and an accident occurs, the INSURER is not liable to pay compensation if the POLICYHOLDER OR INSURED PARTY acted in bad faith. To the contrary, the compensation paid by the INSURER shall be proportionally reduced to the difference between the agreed premium and the premium that would have been charged had the INSURER been aware of the real magnitude of the risk.

8.2. If, during the term of the insurance contract, the risk is exacerbated and the premium is increased, and the contract is terminated as a result, when the exacerbation is attributable to the INSURED PARTY, the INSURER shall retain the entire premium paid; however, if the risk was exacerbated for reasons beyond the INSURED PARTY'S control, the INSURER shall refund the portion of the premium that was paid but which corresponds to the remainder of the year.

8.3. The INSURER may terminate the contract by notifying the POLICYHOLDER within one month of becoming aware of the reservation or inaccuracy of the POLICYHOLDER. As soon as the INSURER has made this notification, it shall be entitled to retain the premiums corresponding to the period in progress, unless it acted in bad faith or with gross negligence.

## ARTICLE 9. DECLARATIONS IN THE EVENT OF A DECREASE IN THE RISK

During the term of the contract, the POLICYHOLDER or INSURED PARTY may notify the INSURER of any circumstances that reduce the risk and which are of such a nature that, had they been known by the latter at the time of drawing up the contract, the conditions would have been more favourable for the POLICYHOLDER.

In such cases, when the period covered by the premium has elapsed, the INSURER shall lower the amount of the next premium in the corresponding proportion; failing this, the POLICYHOLDER is entitled to terminate the contract and be refunded the difference between the premium paid to date and the one it should have been charged after notifying the INSURER of the decrease in the risk.

## ARTICLE 10. THE DRAWING UP, EFFECTS AND DURATION OF THE INSURANCE CONTRACT

Once the period set out in the Special Conditions has elapsed, and unless it has been agreed that the insurance is non-renewable, it shall be understood that the contract has been extended for an additional year at the end of each extension period.

**Either of the parties may oppose the extension of the contract by notifying the other in writing at least two months prior to the conclusion of the current insurance period. Tacit extensions do not apply to insurance policies taken out for less than one year.**

## ARTICLE 11. PAYMENT OF THE PREMIUM

11.1. The POLICYHOLDER is obliged to pay the premium in the terms stipulated in the policy. If periodic premiums have been agreed, the first of these shall be due as soon as the contract has been signed. Successive premiums shall be paid as they are due. If the policy does not specify where payment should be made, it shall be understood that it shall be made in the POLICYHOLDER'S registered office.

- If the POLICYHOLDER pays the premiums to the insurance agent that mediates or has mediated in the contract, it shall be understood that payment has been made to the INSURER, unless otherwise and expressly stated in the Special Conditions of the policy.

- If the POLICYHOLDER pays the premium to the BROKER, it shall be understood that the INSURER has not been paid unless the BROKER, in turn, provides the POLICYHOLDER with a receipt of the premium issued by the INSURER.

11.2. In the event that the policy does not enter into force immediately, the POLICYHOLDER is entitled to delay payment of the premium until such time as it enters into force.

11.3. If, through the POLICYHOLDER'S own negligence, the first premium has not been paid, or the one-off premium has not been paid when due, the INSURER is entitled to terminate the contract or take court action to enforce payment based on the policy. Unless otherwise agreed, if the premium has not been paid by the time of the accident, the INSURER shall be freed from its obligations.

**In the event that one of the subsequent premiums is not paid, the coverage provided by the INSURER shall be suspended for one month starting on the date the premium payment was due. If the INSURER fails to demand payment within six months of the premium falling due, it shall be understood that the contract has been terminated. In any event, while the contract is suspended, the INSURER may only demand payment of the premium for the period in progress, and shall be due the fraction of the premium for the time the coverage was suspended.**

**If the contract is not terminated pursuant to the previous paragraphs, the coverage shall take effect again twenty-four hours after the POLICYHOLDER pays the premium.**

## ARTICLE 12. CLAIMS-PROCESSING

**12.1. The INSURED PARTY or POLICYHOLDER shall make every effort to reduce the consequences of the accident. Failure to fulfil this duty shall entitle the INSURER to reduce its payment by the appropriate proportion, taking account of the significance of the damages arising therefrom and the INSURED PARTY'S degree of negligence.**

The date of the cancellation or interruption of the stay or trip shall always be the date specified in the documents providing evidence of the claim (doctor's or death certificate, hospitalisation report, etc.).

**If the breach is committed with the wilful intention of damaging or deceiving the INSURER, the latter shall be exempt from the payment of compensation for the claim.**

**The costs incurred when fulfilling the aforementioned obligation -provided these are not inappropriate or disproportionate to the saved goods- shall be borne by the INSURER up to the limit stipulated in the contract, even if the costs in question have not had effective or positive results. In the absence of an agreement, the expenses actually incurred shall be indemnified. The compensation in question shall not exceed the insured sum.**

**If, pursuant to the contract, the INSURER is only obliged to indemnify part of the damage caused by the accident, it shall refund the proportional part of the salvage charges, unless the POLICYHOLDER or INSURED PARTY acted according to the INSURER'S instructions, in which case the latter shall bear all the charges in question.**

12.2. The POLICYHOLDER, INSURED PARTY or BENEFICIARY shall notify the INSURER of the accident in writing within at least 7 days of becoming aware of it, unless a longer period has been agreed in the policy. The INSURER is entitled to claim for any losses or damages incurred as a result of a failure to make this declaration, unless it can be demonstrated that it was made aware of the accident by another means.

Once the accident has occurred, and within five days of making the notification referred to in the previous paragraph, the POLICYHOLDER or INSURED PARTY shall provide the INSURER with a written list of the objects that existed at the time of the accident, of the items that were destroyed, damaged or saved -whether damaged or not- indicating their value and an estimate of the damage.

The POLICYHOLDER or INSURED PARTY shall, in addition, provide the INSURER with all types of information on the circumstances and consequences of the accident. In the event of a breach of this obligation, compensation may only be refused and the claim rejected if there was bad faith or gross negligence involved.

In the event that there are several insurers, the aforementioned communication shall be made to each one individually, and the names of each one indicated.

12.3. It is the INSURED PARTY'S responsibility to prove the existence of the objects. Nevertheless, the content of the policy shall constitute a presumption in favour of the INSURED PARTY when more reliable proof cannot reasonably be provided.

## ARTICLE 13. CLAIMS-DETERMINATION OF THE AMOUNT OF THE COMPENSATION

13.1. The insured sum is the maximum limit payable by the INSURER for each claim.

13.2. The insurance cannot be used for the unjust enrichment of the INSURED PARTY. **To determine the damage, the value of the insurable interest immediately prior to the accident shall be taken into consideration.**

**13.3. If, when the accident occurs, the insured sum is lower than the value of the insurable interest, the INSURER shall indemnify the damage caused in the same proportion to the coverage of the insurable interest.**

The parties may mutually agree to exclude the application of the proportional rule referred to in the previous paragraph from the policy, even after entering into the contract.

13.4. If the insured sum significantly exceeds the value of the insurable interest, either of the parties may request that the sum and premium be reduced, and the INSURER shall return any surplus premiums paid. If an accident occurs, the INSURER shall indemnify the actual damage caused.

**When the over-insurance referred to in the previous paragraph is due to the bad faith of the INSURED PARTY, the contract shall be null and void.** Nevertheless, the INSURER may, in good faith, retain the premiums paid and the premiums corresponding to the period in progress.

13.5. If several insurance policies exist for the same objects and declared risks, in compliance with the stipulations of point 8.3., the INSURER'S contribution towards the compensation and valuation expenses shall be in proportion to the sum it insured. If this declaration is omitted in bad faith, and an accident occurs during over-insurance, the INSURER shall not be obliged to pay compensation.

## ARTICLE 14. PRESCRIPTION

The actions arising from the contract shall expire two years from the date on which they could have been exercised.



[www.intermundial.es](http://www.intermundial.es)

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