

# IATI STAR

cancellation coverage

# cancellation coverage

Optional cancellation coverage of up to 5,000 Euros may be included in case the traveler is unable to leave for certain reasons (includes COVID-19), being an indispensable requirement to contract it at the same time of contracting the trip covered by this insurance or within the following 7 days at the latest.

## 7.4.1 Cancellation of the Trip

The Insurer shall bear the cost, up to the limit established in the schedule of cover and insurance certificate, of any costs linked to the cancellation of the trip that may be contractually payable to the trip organizer, in the event the Insured cancels the trip before departure for any of the following reasons:

1. Death, hospitalization, serious bodily accident or serious illness affecting the Insured or any of his/her family members (in accordance with the definition of family members contained in these general conditions). For the purposes of the insurance cover:

A serious illness is any state of ill-health verified by a medical professional (whose report shall be subject to review by the Insurer's medical team) requiring hospitalization and the cessation of all activity within the twelve days leading up to the trip and which makes it medically impossible to depart on the expected day.

All tests allowing the medical process to be documented and officially established must be supplied.

A serious accident is any bodily injury resulting from a violent, sudden, and external cause that is contrary to the intentions of the victim, the consequences of which prevent him/her from performing normal everyday activities, and in the case of persons insured under this policy, from going on the trip in a normal way.

Where the serious illness or accident affects insureds aged over 65, cover is capped at 50% of the limit established in the schedule of cover and insurance certificate.

Where the illness affects persons of the type described who are not insured under this policy, said illness shall be deemed to be serious where - subsequent to the purchase of the insurance - it entails hospitalization within the 10 days leading up to the trip departure date.

Where the accident affects persons of the type described who are not an insured under this policy, said accident shall be deemed to be serious where it entails hospitalization or resting at home which prevents the victim from performing normal everyday activities such that he/she is dependent on other people.

In the case of an illness or accident that does not require hospitalization, the insured must report the claim to the Insurer within 24 hours of the occurrence of the event that has caused the cancellation of the trip so that the Insurer, should it consider it necessary or appropriate, can arrange for an independent medical expert, external to the Insurer, to objectively and impartially assess the cover applicable to the case.

Where the death affects a family member (in accordance with how family members are defined above), the said death must have occurred within the 10 days leading up to the date of departure.





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- 15. The grant of official scholarships announced by a public body after the insurance was purchased and which coincides with the date of the trip.
- 16. Medical quarantine imposed by the pertinent healthcare authorities after the insurance was purchased and which prevents the trip from going ahead.





- 17. Judicial ruling in respect of the voluntary or statutory insolvency of a company owned by the insured, occurring after the insurance was purchased and which prevents the trip from going ahead.
- 18. Cancellation of the trip because the insured is going on another similar trip won in a public lottery conducted before a notary public.
- 19. Judicial summons relating to divorce proceedings arising after the insurance was purchased and which prevents the trip from going ahead.
- 20. Being called to file and sign official documents by a competent authority after the insurance was purchased and which requires attendance during the dates of the trip.
- 21. Being called to attend hospital for scheduled surgery (on a Health Service waiting-list), with the said call being received after the insurance was purchased and which prevents the trip from going ahead.
- 22. The imposition of a state of emergency at the place of residence of the Insured or at the trip destination. Where the trip has more than one destination, the imposition of a state of emergency must exceed 70% of the whole of the destination territory for the trip.
- 23. Theft of documents or baggage within the place of departure of the mode of transport (bus station, railway station, port installations, or airport) making it impossible for the trip to go ahead, during the 12 hours leading up to departure.
- 24. Announcement of a Mass Redundancy Package directly affecting the insured as an employee whereby his/her working hours are partially or fully reduced. This circumstance must arise after the date on which the insurance was purchased.
- 25. Acts of piracy, whether in the air, on land, or at sea, making it impossible for the Insured to depart. This cover must be purchased on the day the travel booking is confirmed, or no later than within 7 days of the said confirmation.

The circumstances giving rise to the cancellation of the trip must always occur after the insurance has been purchased.

This cover is valid from the day the policy is purchased through to the date of departure for the trip.

Supplying the original invoice for the purchase of the trip shall be an essential requirement for the reimbursement of the costs of cancelling the trip as envisaged in this cover.

#### 7.4.2. Cancellation of the companion of the insured

The Insurer will assume the additional expenses that arise due to the concept of "individual supplement" for the insured who decides to travel alone due to cancellation made by their travel companion who was registered under this policy, as a consequence of cancellation due to any of the reasons listed in the cover of expenses for cancellation of a trip not taken. The maximum insured sum under this concept is that which is indicated in the policy schedule and the certificate of insurance.

<u>For reimbursement of the trip cancellation expenses contemplated in this cover, it will be</u> essential to provide the original invoice of the trip purchase.





## 7.4.3 Holidays missed

The Insurer shall bear the cost, up to the limit established in the schedule of cover and insurance certificate, of paying economic compensation to the insured solely and exclusively in the event that the insured is compelled to cut short the trip after it has started and return home early for any of the reasons for repatriation or for early return home covered by this policy.

The reimbursement of the cost of holidays missed shall not exceed the result of dividing the insured capital for cancellation costs by the number of actual days' duration of the trip multiplied by the number of days left for the trip to be concluded from the time the insured is repatriated, or up to double the said amount where two companions (persons included as part of the same travel itinerary purchased together and who also have the status of insureds under this policy of insurance) invoke this right, for any of the reasons described above on the part of the insured.

The cost of the original travel ticket purchased to return home shall be excluded from the resulting amount.

#### 7.4.4 Cancellation of tickets

The Insurer will, up to the maximum limit indicated in the policy schedule and the certificate of insurance, pay for the actual cancellation expenses of the ticket contractually owed to the event organizer when the Insured cannot go to the event on the planned date due to any of the following reasons:

1. Death, hospitalization, serious bodily injury or serious illness of the Insured or of any of the relatives of the same, as they are defined in these general conditions. For purposes of the insurance cover:

Serious illness will be understood as any alteration of health verified by a medical professional (whose report will be subject to review by the Insurer's medical team) that involves hospitalization and the cessation of all types of activity during the twelve days before the trip, thereby making it impossible to begin the trip on the planned date due to medical reasons.

All tests that allow documenting and certifiably proving the medical process must be provided.

Serious accident will be understood as any bodily injury resulting from a violent, sudden and external cause beyond the control of the victim, whose consequences prevent their normal daily activity and, in the case of the parties insured by this policy, normal development of the trip.

If the serious illness or accident affects insured parties who are over 65 years of age, the coverage limit of these insured parties over 65 years of age will be reduced to 50% of the limit established in the policy schedule and the certificate of insurance.

When the illness affects any of the mentioned persons, other than those insured by this policy, it will be understood as serious whenever it might involve, after taking out the insurance policy, hospitalization within 10 days prior to the beginning of the trip.

When the accident affects any of the mentioned persons, other than those insured by this policy, it will be understood as serious whenever it might involve hospitalization or rest at home that prevents the victim from carrying out their normal daily activity such that they are dependent on other persons.

Whenever it might concern an illness or accident that does not require being admitted to a hospital, then the insured must report the claim within 24 hours following the event causing cancellation of the trip so that the Insurer, whenever the same deems it necessary and appropriate, can send an independent and external medical expert to the Insured in order to objectively and impartially assess coverage of the case.

When the death affects a family member (as they are previously defined), it must occur within 10 days prior to the beginning of the trip.





- 2. Any of the causes that are described in the this article and that affect the professional substitute for the insured, as long as such substitution is certifiably proved.
- 3. A serious matter that affects the main residence or professional premises of the insured in excess of 600 euros, if the insured is the direct operator or if they exercise a liberal profession at the same, occurring within four weeks before the trip begins and after the date when the insurance contract is taken out, and the insured's presence is essential on the beginning date of the trip. (Documentation of the events must be provided)
- 4. Due to dismissal of the insured from their job, not at the end of the employment contract.
- 5. Due to summoning the insured as a party or a witness in a court proceeding. Cases in which the Insured is subpoenaed as an accused in proceedings beginning before the trip is booked or the insurance policy is taken out will be excluded.
- 6. Due to the insured taking a job position at a different company and with an employment contract lasting longer than one month.

Taking a new job position must necessarily take place after signing up for the trip and, therefore, after taking out the insurance.

- 7. The delivery of a child under adoption.
- 8. Due to the transplant of an organ of the insured or of any of their aforementioned relatives.
- 9. Due a summons as a member of an electoral board, which means attending during the travel dates.
- 10. Due to going to official civil servant exams (either as an exam taker or as a member of the examining board) called and announced through a public body after having taken out the insurance, and they coincide with the travel dates.
- 11. Geographic transfer of the job position for a period exceeding 3 months, whenever it means a change of domicile of the insured during the planned travel dates and the worker is an employee. The transfer must have been notified to the insured after having taken out the insurance.
- 12. Police custody of the insured, occurring after having taken out the insurance, which coincides with the travel dates, as long as said custody does not originate from a wrongful act by the insured.
- 13. Subpoena by a court to appear in a divorce proceeding, which occurs after having taken out the insurance and it coincides with the date of the event.
- 14. Summons to appear and sign official documents, made by the competent authority and received after having taken out the insurance, thereby making attendance mandatory during the dates of the event.
- 15. The insured is called to a hospital for scheduled surgery (wait list in public health), having received such notification after taking out the insurance, and it prevents going to the event.
- 16. Death of a third-degree relative.
- 17. Letter of formal notice to urgently and unavoidably join the Armed Forces, Police or Firefighters.
- 18. Due the robbery, death, illness or a serious accident of a pet.





In the event that the ticket has a rate that allows a refund of the amount of the same, subject to the payment of an amount under the concept of penalty, the Insurer will reimburse the Insured for the amount of the penalty, plus the reimbursement management fees stipulated by the trip organizer(s). The Insured will recover the remaining amount through the reimbursement made by the organizer(s).

The indemnity that the Insurer must pay applies exclusively to the cancellation expenses incurred on the date of the claim when the coverage is in force.

# 7.4.5 Trip cancellation due to terrorism or natural disaster

The Insurer will, up to the maximum limit indicated in the specific conditions and the certificate of insurance, pay for the actual trip cancellation expenses contractually owed to the trip organizer whenever the Insured cancels their trip before the departure of the same due to reasons of Terrorism or Natural Disaster, as long as either of these circumstances has occurred within at most 30 days before the planned trip date and at most 30 km from the place of the trip destination.

The following definitions will apply:

Terrorism is any act in which force or violence is used, or the threat of either of the same, by any person or group of persons who act alone or in relation to a political, religious, ideological or similar organization, with the intention of coercing a government or society in general. The act must be declared as an act of terrorism by the government of the location of the event.

Natural disaster: flood, earthquake, tsunami, landslide, avalanche, hurricane, tornado, fire or volcanic activity caused by nature, excluding any event caused by man.

Place of the trip destination: city, town or location that is the destination of the contracted trip.



