

## CANCELLATION INSURANCE "EASYJET"

### GENERAL CONDITIONS

These General Conditions will allow you to be familiar in detail with the framework agreement that you are entering with MONDIAL ASSISTANCE EUROPE, N.V. (hereinafter MONDIAL ASSISTANCE) when you take out this insurance. Please read this policy carefully, including the exclusions.

Should you have any queries or claims, MONDIAL ASSISTANCE places its Telephone Helpline at your service, on 902 402 440, and its website [www.mondial-assistance.es](http://www.mondial-assistance.es), where you will find all the information you need.

### TRAVEL TIPS

#### How to use your policy

**Cancellation of your flight:** As soon as you become aware of the impossibility of taking your flight for a reason covered by the policy, go to your trip organizer and carry out the annulment, obtaining the pertinent document in proof of this, and notify this fact immediately to MONDIAL ASSISTANCE by way of the e-mail address [siniestros@mondial-assistance.es](mailto:siniestros@mondial-assistance.es)

### GENERAL CONDITIONS

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This insurance agreement is governed by the following:

- The Insurance Agreements Act 50/80 of 8 October (Official State Gazette 17-10-80)
- Royal Decree Law 6/2004 of 29 October, which approves the restated text of the Private Insurance Regulation and Supervision Act.
- Rule 2486/1998 on the Regulation and Supervision of Private Insurance and subsequent amendments.
- General Law 26/1984 on the Protection of Consumers and Users of 19 July.
- Any other norm which, during the life of this Policy, may be applicable, as well as the provisions of these General Conditions, Private Conditions, and where appropriate, Special Conditions.

This agreement shall be performed under the Free Provision of Services Régime.

#### I. DEFINITIONS.

In this agreement, the following terms shall have the following meanings:

- **INSURER** is MONDIAL ASSISTANCE EUROPE, N.V. Sucursal en España, with its registered office at Avenida de Manoteras 46 bis, Madrid, and holder of Tax ID Number W0034957A. It is recorded at the Commercial Registry of Madrid at Tome 26,138, Folio 140, Section 8, page M-471120, and recorded at the Special Registry of Insurance Institutions in Spain under number E-182.

This is the body corporate that is to bear the contractually-agreed risk, with the control and supervision of its activities being the responsibility of:

- The Member State responsible for the control of the INSURER is Holland, and the responsible Authority is De Nederlandsche Bank N.V., with its address at Postbus 236, 7200 AE Zutphen, Nederland.
- The Spanish Insurance and Pension Funds Directorate-General, of the Ministry of the Economy and Taxation, pursuant to article 133 of the Regulation and Supervision of Private Insurance Rules (Royal Decree 2486/1998).
- **POLICYHOLDER** is the private individual or legal entity, with habitual residence in Spain, who/which executes the agreement with the insurer and to whom/which the duties arising from the said agreement correspond, except where by the nature thereof these must be performed by the insured. In the event that the policyholder is a private individual or legal entity with habitual residence outside of Spain, the term of the agreement may not exceed four months starting as from the date on which it was issued.
- **INSURED** is the person, with habitual residence in Spain, who books his/her flight with EasyJet Airline Company (hereinafter EASYJET) through its website and who is referred to in the special conditions. He/she assumes the duties arising under the agreement in default of the policyholder.
- **INSURED'S ADDRESS** is where the insured has his/her habitual residence, and is the address stated in the Special Conditions of the policy.
- **PREMIUM** is the price of the insurance. The payment order shall furthermore include any surcharges and taxes that may be applicable by law.
  - **Tax on Insurance Premiums.**
  - **Spanish Insurance Compensation Bureau Surcharge.**
    - Surcharge for the purpose of financing the settlement functions of insurance institutions
    - Surcharge on extraordinary risks
- **INSURED EVENT** is any event which may be covered by this insurance. A harmful event or series of events arising as a result of one single original cause shall be deemed to be one single insured event, irrespective of the number of claimants or claims.
- **EXCESS** is the amount that for each insured event, and in accordance with what has been agreed in the policy for each one of the covered risks, is payable by the insured.
- **POLICY** is the document containing the conditions governing the insurance. The following form an integral part of the policy: the General Conditions, the Special Conditions, which individualize the risk and contain the clauses which, in accordance with the will of the parties, complete or amend the General Conditions as allowed by law, the private conditions, and any supplements or annexes which may be issued in order to complement or expand them.
- **EPIDEMIC** is the appearance of an infectious disease which manifests itself in a large number of people, in a localized region, and within a short spell of time.
- **RECEPTIVES** are insureds with their habitual residence abroad. These insureds should be specifically identified, and the corresponding premium shall be applied to them. For the purpose of the benefits, all references made to Spain shall be deemed as being made to the foreign country of residence of the insured. In the event they are not identified as such, they shall be treated as insureds

with habitual residence in Spain, and their habitual residence in this country shall be deemed to be the point of departure of their trip.

- **TRIP** shall mean any travel outside of the habitual residence of the Insured, from departure to return to the residence.
- **FAMILY MEMBERS:** only the following are deemed to be family members: spouse or common-law spouse, sons and daughters, parents, grandparents, grandchildren, brothers and sisters, mother or father-in-law, sons or daughters-in-law, brothers or sisters-in law of the Insured, notwithstanding the provisions for each guaranty. In addition, the legal tutors of the Insured shall have this status.
- **BAGGAGE** means the personal items necessary during the course of the trip.

Where the content of the policy should be different from the insurance proposal or from the agreed clauses, the policyholder may apply to the insurance institution to correct the difference within one month as from when the policy is delivered. After the said time period has elapsed with no application having been made, the provisions of the policy shall prevail.

In the event that the insurance has been taken out remotely, and pursuant to the provisions of 'Law 22/2007 of 11 July on the remote marketing of financial services aimed at consumers', we inform you that if the term of the insurance is more than one month, the policyholder may withdraw from this agreement within fourteen calendar days as from the date the agreement was executed.

In order to exercise the right to withdraw, the policyholder must send a letter by registered mail or any other means that allows a record to be kept of the date of sending and of receipt, to Departamento de Soporte Comercial y Servicio al Cliente de MONDIAL ASSISTANCE EUROPE, N.V. Sucursal en España, Avenida de Manóteras 46 bis, 28050 Madrid, or by e-mail to [devoluciones@mondial-assistance.es](mailto:devoluciones@mondial-assistance.es)

Where the policyholder should choose to withdraw from this agreement, MONDIAL ASSISTANCE EUROPE, N.V. Sucursal en España shall reimburse the policyholder, within 30 days following receipt of the application, the proportional part of the unearned premium in accordance with the risk that has been covered up until the date of withdrawal.

## II. COMMON PROVISIONS.

### **Aim of the insurance.**

MONDIAL ASSISTANCE will refund the cancellation costs owed by the insured, where the said insured annuls his/her flight prior to departure, for any of the reasons envisaged in this agreement.

### **Entry into force and duration of the insurance agreement.**

The agreement shall enter into force at 00:00 hours on the day stated in the Special Conditions as the issue date, and shall expire when the effect of the guaranties covered ends, in accordance with the provisions of the following paragraph.

### **Effect of the guaranties.**

- The annulment guaranty shall come into effect as from the date the policy is issued, which date must under all circumstances coincide with the date on which the flight reservation that is purchased is confirmed, and shall cease on the date of the commencement of the first flight of the outbound trip, provided that the premium has been paid.

### **Geographical scope.**

The coverage guaranteed by this policy shall be valid in Europe (Including Spain) and in countries bordering the Mediterranean sea.

### **Payment of the premium.**

The policyholder shall be under a duty to pay the premium at the time the agreement is executed, and in any case, prior to the commencement of the trip.

The premium shall be paid at the registered address of the insurance company. Should the premium not be paid for a reason attributable to the policyholder, MONDIAL ASSISTANCE shall be entitled to terminate the agreement or to require payment of the outstanding premium.

In any event, where the premium has not been paid prior to the occurrence of an insured event, MONDIAL ASSISTANCE shall be released from all duties.

### **Insured events.**

Where an insured event should occur, the insured shall notify this to MONDIAL ASSISTANCE immediately upon occurrence.

- You may notify MONDIAL ASSISTANCE of the claim by way of the website [www.mondial-assistance.es](http://www.mondial-assistance.es), by e-mail: [siniestros@mondial-assistance.es](mailto:siniestros@mondial-assistance.es), or by telephone on 902 34 56 71 or 91 452 2984 within 7 days. After this time limit has elapsed, MONDIAL ASSISTANCE may claim for any losses caused by failure to give notice.

The Insured should use all means at his/her disposal to mitigate the consequences of the insured event.

Once the MONDIAL ASSISTANCE Claims Department has been notified of the occurrence of an insured event, it will send you a form or request for documentation which you should fill in. This shall contain a list of documents which you should necessarily supply in order for the claim to be indemnified. Under all circumstances, all original probative documents, invoices, receipts, certificates, and complaints shall be supplied, as well as medical reports and any other documentation proving both the occurrence of the events guaranteed under this policy, and the fact of having incurred refundable expenses under the said policy.

This should be sent to MONDIAL ASSISTANCE EUROPE, N.V. Sucursal en España, Departamento de Siniestros: Avenida de Manteras, 46 bis, 28050 Madrid. Under all circumstances the insured should notify MONDIAL ASSISTANCE of any guarantees subscribed with other insurers for the same risk.

***Any services not requested during the course of the trip or which have not been organized by MONDIAL ASSISTANCE shall not give rise to any entitlement to a refund or compensatory indemnity of any sort. Only those insured events for which this possibility is envisaged shall give rise to an entitlement to reimbursement.***

**There follow below the specific guidelines that you should follow for each insured event that you may suffer. These guidelines may be complemented by others stated in the sections corresponding to each guaranty:**

- **In the event of annulment** you should notify the flight organizer as quickly as possible that you have become aware of an event that prevents you from taking the flight, so that the consequences of the annulment may be mitigated.

### **Other insurers.**

In accordance with the provisions of the Insurance Agreements Act 50/1980, the insured shall, in all cases, at the time of subscription or during the course of the guaranty, declare to MONDIAL ASSISTANCE any guaranties taken out for the same risk with other insurers.

#### **Liability.**

MONDIAL ASSISTANCE shall not be liable for any delay or failure to perform the provision of the guaranteed services in those cases where the delay or breach has been caused as a result of:

- Strikes
- Explosions
- Revolts
- Popular uprisings
- Riots
- Quarantine
- Restrictions on free circulation
- Sabotage
- Terrorism
- Civil or foreign war, whether declared or not
- The effects of radioactivity or any other fortuitous cases or instances of *force majeure*.

#### **Subrogation.**

MONDIAL ASSISTANCE is subrogated, up to the total cost of the services provided thereby, into the rights and entitlements corresponding to the insured against all private individuals or bodies corporate who/which are responsible for the facts that have led to the intervention thereof. Where the services provided in performance of this agreement are covered in whole or in part by another insurance institution, by the Social Security, or by any other institution or person, MONDIAL ASSISTANCE shall be subrogated into the rights and entitlements corresponding to the insured against the said company or institution. For these purposes, the insured undertakes to co-operate with MONDIAL ASSISTANCE, providing any assistance or executing any document that may be deemed necessary. In any event, MONDIAL ASSISTANCE shall have the right to use or to apply to the insured for the refund of the travel ticket (plane ticket, rail ticket, etc.) which has not been used by the said insured, where the return expenses have been borne by MONDIAL ASSISTANCE.

#### **Termination of the agreement.**

Should the insurable interest cease to exist during the time that the insurance is in force, the insurance agreement shall be terminated as from that time, and MONDIAL ASSISTANCE shall be entitled to keep the unearned premium.

#### **Statute-barring.**

**Any actions arising as a result of this agreement shall be statute-barred after five years for personal insurance, and after two years for loss insurance, as from the day on which they could be exercised.**

#### **Forums for resolving disputes between the parties.**

1. The Ministry of the Economy regulates, by way of Order ECO/734/2004 of 11 March, the activities of the Customer Care Service that MONDIAL ASSISTANCE EUROPE, N.V. Sucursal en España makes available to all clients in order to attend to and resolve complaints and claims made by policyholders, insureds, beneficiaries, third-party victims, or the representatives of any of the above.

Complaints and claims may be filed at the following address:

MONDIAL ASSISTANCE EUROPE, N.V. Sucursal en España  
SERVICIO DE ATENCION AL CLIENTE  
Avenida de Manoterías nº 46, bis, 28050 Madrid  
Or at [attcliente@mondial-assistance.es](mailto:attcliente@mondial-assistance.es)

The CCS shall resolve the said complaints and claims within two months as from the date on which they were filed.

In the event you are not satisfied with the decision of the said Service, you may appeal the said decision before the COMMISSION FOR THE PROTECTION OF INSURED AND PARTICIPANTS IN PENSION PLANS, provided that you have previously exhausted the Insurance Company's CCS channel, by filing the said complaint or claim at:

Paseo de la Castellana 44, 28046 Madrid

The functioning of the Customer Care Service is governed by the Regulations, approved by the Company's Board of Directors, which may be viewed on our website [www.mondial-assistance.es](http://www.mondial-assistance.es)

2. By way of arbitration.

The parties, by mutual accord, may agree to submit any disputes arising from this insurance to be resolved by arbitration, in accordance with the legislation in force.

3. Before the Courts.

Should one of the parties decide to pursue its actions before the Courts, the Courts of the insured's place of residence shall have jurisdiction.

**Special Clause.**

When taking out this insurance policy, the data you supply to us will be stored in a file that is the responsibility of MONDIAL ASSISTANCE EUROPE, N.V., for the purpose of managing your insurance. Furthermore, during the time the insurance is in force, we may ask you for further personal data in order to process any possible claims, which data shall likewise be stored in files owned by MONDIAL ASSISTANCE EUROPE, N.V. Sucursal en España.

Likewise, when taking out this policy, you consent to having any personal data held by the medical centres that are assigned to provide the healthcare assistance services disclosed to MONDIAL ASSISTANCE EUROPE, N.V. as may be required for the management of these kinds of claims, and for the invoicing of any expenses that may arise.

Pursuant to the provisions of the Organic Personal Data Protection Act of 13 December 1999, you are entitled to exercise rights of access, correction, cancellation, and opposition with regard to your data, by addressing yourself to Departamento de Auditoria de MONDIAL ASSISTANCE EUROPE, N.V., Avenida de Manoterías 46 bis 6ª planta, 28050 Madrid.

The policyholder hereby states that he/she has informed any third parties whose data he/she supplies of the provisions of the above paragraphs.

El tomador declara haber informado a las terceras personas, cuyos datos facilite, del contenido de los párrafos anteriores.

**III. ANNULMENT GUARANTY.**

## ARTICLE ONE. DESCRIPTION OF THE COVER INCLUDED.

MONDIAL ASSISTANCE hereby guaranties, under the terms laid down in these Conditions, the refund of the annulment and/or cancellation costs that are payable by the insured, where he/she should annul his/her flight prior to departure for any of the causes stated below. The said causes should be sufficiently proven.

List of the causes for annulment covered:

### 1. **Serious illness, serious bodily injury, or death of:**

The insured and family members as they are defined in this policy.

Serious illness shall be deemed to mean an alteration to one's health verified by a medical professional, which entails hospitalization or the need to remain in bed, **that the said situation should persist within the 7 days prior to the flight**, and where in accordance with the opinion of the MONDIAL ASSISTANCE medical team, this should result in the commencement of the flight on the expected date not being medically possible. Where the illness should affect family members of the insured, both when they are insured for the same flight and when they are not, the illness shall be deemed to be serious where it requires hospitalization or entails a risk of imminent death **and the said situation should persist within the 7 days prior to the flight**.

Serious accident shall be deemed to be unintentional bodily harm on the part of the insured, arising from the unexpected action of an external cause, verified by a medical professional, which requires hospitalization or the need to remain in bed, **that the said situation should persist within the 7 days prior to the flight**, and where in accordance with the opinion of the MONDIAL ASSISTANCE medical team, this should make it impossible to commence the insured's flight on the expected date. Where the accident should affect family members, as they are defined in this policy, the accident shall be deemed to be serious where it requires hospitalization or entails a risk of imminent death **and the said situation should persist within the 7 days prior to the flight**.

Annulments caused by pre-existing illnesses and pregnancy complications are covered provided that there has been a supervening aggravation occurring after the date the insurance is taken out. **Giving birth and pregnancy complications are excluded as from the 7th month of gestation.**

2. **Serious losses** due to theft, fire, flood, explosion, or act of God, at your habitual residence or professional premises, whether owned or rented. The losses should render the home or premises uninhabitable, or at risk of suffering greater damage, making your presence on the date of departure essential.
3. **Insured's dismissal from work.** In no case shall this guarantee come into force due to an employment contract term coming to an end, voluntary termination or failure to pass a trial period.
4. **Taking on a new job** at a different Company under a contract for a term of more than one year, provided always said incorporation comes about after the purchase of a ticket.
5. **Summons to act as a party, witness or jury member in a judicial process** that is notified after the subscription of the insurance and that will take place during the trip dates.
6. **Organ transplant** of the insured, his/her spouse, ascendant or descendent relative to the first or second degree that is notified after the subscription of the insurance.
7. **Serious operation** of the insured, his/her spouse, ascendant or descendent relative to the first or second degree that is notified after the subscription of the insurance.

8. **Call to act as a member of a balloting station**, notified after the subscription of the insurance and which requires attendance during the trip dates.
9. **Delivery in adoption of a child**, that prevents the commencement of the trip or coincides with the planned dates of the same and that is notified after the subscription of the insurance.
10. **Annulment by a companion** registered at the same time and insured for this same risk for any of those reasons that are guaranteed and stated under the special conditions of the policy, and for this reason the insured has to travel alone.
11. **Presentation for official examinations** called by a public authority after the purchase of the ticket and which coincides with the dates of the trip.

**Under all circumstances it is essential that the insurance should have been taken out at the time the flight reservation was confirmed.**

#### **LIMIT AND CALCULATION OF THE INDEMNITY.**

The indemnity limit is set at **€1,250.00 per insured person**, and the refund shall be made in accordance with the scale established by the flight organizer.

This scale shall serve as the calculation base for the loss incurred by the insured in accordance with the contractual clauses envisaged by the flight organizer in the event of annulments. **Where the insured should annul after the day on which he/she became aware of the cause preventing him/her from taking the flight, any supplementary costs that have been invoiced shall not be entitled to receive any refund whatsoever.**

The **MONDIAL ASSISTANCE** medical team shall in each case verify that the scope and/or seriousness of the illness or accident is sufficient cause for the annulment of the flight thereby precluding its commencement, as well as the date the cause of the annulment commenced.

#### **ARTICLE TWO. EXCLUSIONS**

**Any annulments of the trip due to any of the following reasons are in general excluded from the insurance:**

1. **The consumption of alcohol, drugs and narcotics, unless they are prescribed by a doctor and are taken in the manner prescribed.**
2. **Psychiatric, mental, or nervous illnesses that do not require hospitalization for more than 7 days.**
3. **Malicious or negligent conduct on the part of the insured, as well as self-inflicted injuries, suicide or attempted suicide.**
4. **Accidents caused by taking part in bets, games, competitions, duels, and fights (except in cases of self-defence).**
5. **Epidemics, pollution and natural disasters.**
6. **Civil or foreign wars, whether declared or not, mutinies, popular uprisings, acts of terrorism.**
7. **Any effects caused by a source of radioactivity**
8. **Failure to be vaccinated or the impossibility thereof, and the medical impossibility of continuing with the treatment necessary to travel to certain countries..**
9. **Failure for any reason to show necessary travel documents such as passport, visas, tickets or ID cards.**
10. **Giving birth and voluntary interruption of pregnancy.**
11. **Medical appointments or examinations, periodical check-ups, rehabilitation sessions, cures, aesthetic treatments.**



12. Where the situation involving hospitalization or the need to remain in bed as a result of a serious accident or illness has ceased more than 7 days prior to the commencement of the trip.