



GENERAL  
CONDITIONS



EVENT CANCELLATION  
INSURANCE TRAVEL  
TIPS

These Terms and Conditions will enable you to familiarise yourself with the details of the contract established between yourself and AWP P&C, S.A., Subsidiary in Spain (hereinafter ALLIANZ TRAVEL) upon the signing of this insurance policy. Please read this policy carefully, including the applicable exclusions from the same.

For any queries or the submission of information, you may contact ALLIANZ TRAVEL's Customer Service Centre by calling 902 10 93 59, or visit the company's website [www.allianz-assistance.es](http://www.allianz-assistance.es), where you will find all the information you need.



RECOMMENDATIONS

### How do I use my policy?

As soon as you become aware of the impossibility of using your ticket for the event due to a cause referred to in the policy, you must notify ALLIANZ TRAVEL immediately by e-mail via the following e-mail address: [siniestros.es@allianz.com](mailto:siniestros.es@allianz.com) , or by calling 902 10 93 58.

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## GENERAL TERMS AND CONDITIONS

This Insurance contract is governed by the provisions of:

- The Insurance Contracts Law 50/80 (*Ley de Contrato de Seguro* 50/80), of 8 October (published in the official Spanish state gazette (*B.O.E.*) of 17-10-80), and subsequent amendments.
- Royal Legislative Decree 6/2004, of 29 October, which approved the Revised Text of the Private Insurance Regulation and Supervision Law (*Texto Refundido de la Ley de Ordenación y Supervisión de los Seguros Privados*).
- Royal Legislative Decree 2486/1998, of 20 November, which approved the Revised Text of the Private Insurance Regulation and Supervision Law (*Texto Refundido de la Ley de Ordenación y Supervisión de los Seguros Privados*), and subsequent amendments.
- The General Law for the Defence of Consumers and Users (*Ley General para la Defensa de los Consumidores y Usuarios*) 26/1984, 19 July.
- Royal Legislative Decree 1/2007, 16 November, which approved the Revised Text of the General Law for the Defence of Consumers and Users (*Ley General para la Defensa de los Consumidores y Usuarios*) and other complementary laws and subsequent amendments.
- Law 22/2007, of 11 July, on the distance marketing of financial services to consumers (distance contracts).
- Any other regulation that may be applicable during the effective life of this policy, as well as those detailed in these General Terms and Conditions, Specific Conditions and, where applicable, Special Conditions.

This contract will be signed under the Right of Establishment.

### **RIGHT OF WITHDRAWAL IN DISTANCE CONTRACTS**

In the event of having signed the insurance policy at distance, and in accordance with "Law 22/2007 of 11 July on the distance marketing of financial services to consumers", you are informed that, in the event of the insurance policy being subject to a term in

excess of one month, the policyholder may cancel this contract within fourteen calendar days as of the contract date, providing the contract has not been executed prior to the exercise of this right.

To exercise the right of withdrawal, the policyholder must send a letter by certified mail or by any other means which provides a record of the dates of sending and reception to the AWP P&C, S.A., Sucursal in Spain, Sales and Customer Service Department, Calle Ramírez de Arellano 35, 28043 Madrid, or by email to [devoluciones@allianz-assistance.es](mailto:devoluciones@allianz-assistance.es)

If the policyholder chooses to withdraw from this contract, he/she must pay the proportional part of the premium corresponding to the service effectively provided up until the date of exercise of this right. AWP P&C, S.A., Sucursal en España will refund, within 30 days following receipt of the request, the unused part of the premium.

Following the execution of the distance contract, or upon the conclusion of the established period of 14 days, as of the contract date, the policyholder's right to cancel the contract shall expire, and the policyholder shall be required to pay the agreed premium in full.

### **I. DEFINITIONS**

The following terms are used in this contract:

- **INSURER** is AWP P&C SA, Sucursal en España, with registered address in Calle Ramírez de Arellano 35, 3ª planta, 28043 Madrid, and Tax Identification Code (N.I.F.) W0034957A. Registered in the Madrid Mercantile Register, Volume 26.138, Sheet 140, Section 8, leaf M-471120 and registered in the Special Register of Insurance Entities in Spain under number E-0202.

This is the legal entity that assumes the agreed contracted risk, with monitoring and supervision of the activity corresponding to:

- The Member State responsible for monitoring

THE INSURER is FRANCE, and the responsible Authority is "Autorité de Contrôle Prudentiel", 61 rue Taibout, 75436 Paris Cedex 09.

- The Directorate General for Insurance and Pension Funds of the Spanish State Ministry of Economic Affairs and Finances (*Dirección General de Seguros y Fondos de Pensiones, del Ministerio de Economía y Hacienda*), in accordance with Article 133 of the Regulation on Private Insurance Regulation and Supervision (Royal Decree 2486/1998).

Spanish regulations are not applicable to the liquidation of insurance entities, as indicated in the Royal Legislative Decree (*Real Decreto Legislativo*) 6/2004 of 29 October, by means of which approval was granted to the Revised Text of the Private Insurance regulation and Supervision Law (*Texto Refundido de la Ley de Ordenación y Supervisión de los Seguros Privados*).

- **POLICY HOLDER** is the individual or the legal entity habitually resident in Spain who signs the contract with the Insurer and to whom the obligations derived therefrom correspond, except those which by their nature must be met by the insured.
- **INSURED** is the individual ordinarily resident in Spain who acquires a ticket for an event marketed by TICKETMASTER SPAIN SAU, via its website, and which is subject to the insurance. In the absence of the policyholder, the insured assumes the obligations deriving from this contract.
- **ADDRESS:** the address where the insured has his/her habitual residence and which appears in the Specific Conditions of the policy.
- **PREMIUM:** the price of the insurance. The invoice will also contain any legally applicable surcharges or taxes:
  - A surcharge to finance the settlement functions of insurance companies
  - A surcharge on extraordinary risks
- **OCCURRENCE:** any event that may be guaranteed under this insurance contract. A damaging occurrence or series of occurrences with the same original cause, independent of the number of claimants or claims, is to be considered as a single occurrence.
- **POLICY** is the document that contains the conditions governing the insurance. The following form an integral part of the policy: the General Terms and Conditions, the Specific Conditions detailing each risk and the clauses which, in accordance with the mutual agreement of the parties, supplement or amend the General Terms and Conditions to the extent permitted by law, the special conditions and supplements or Annexes issued to supplement or extend the same.
- **EPIDEMIC** is the emergence of an infectious disease characterized by a considerable number of affected persons in a localized area within a relatively short time, and thus recognized by the World Health Organization (WHO) or by an official governmental authority in the insured country of residence or trip destination.
- **PANDEMIC** is the emerge of an epidemic affecting more than one continent, in which contagion occurs by transmission among the population, and when recognized as a pandemic by the World Health Organization (WHO) or by an official governmental

authority in the insured country of residence or trip destination.

- **QUARANTINE** is the mandatory isolation indicated by a medical authority in order to prevent the spread of a contagious disease to which the Insured or a travel companion has **been exposed**.
- **SUM INSURED** is the amount established in the Specific Conditions, or in the General Terms and Conditions and Special conditions, when applicable, and which constitutes the maximum compensation to be paid by the Insurer in relation to each occurrence.
- **EXCESS WAIVER** is the amount assumed by the insured with regard to each occurrence and in accordance with the policy for each of the risks covered.
- **EPIDEMIC** is the appearance of an infectious disease characterized by a considerable number of affected persons in a localized area within a relatively short time.
- **FAMILY MEMBERS** are limited to spouses, domestic partners, children, parents, grandparents, grandchildren, brothers and sisters, fathers/mothers-in-law, sons/daughters-in-law and brothers/sisters-in-law of the insured, subject to the provisions for each coverage. The insured's legal guardians will also be given this consideration.

If the content of the policy differs from the insurance proposal or the agreed terms, the Insurance Policyholder may submit a claim to the Insurer, within the period of one month from the delivery of the policy, in order that it may remedy the divergence. If no claim is submitted within this period, the provisions of the policy shall apply.

This policy does not provide coverage or benefit for any business or activity, to the extent that such coverage, benefit, business or activity, including underlying activities, infringes the laws or regulations of the United Nations or the European Union on economic sanctions, as well any other legislation relating to economic or trade sanctions that may apply.

## II. COMMON PROVISIONS

### Object of the insurance

ALLIANZ TRAVEL guarantees, in accordance with the conditions established herein, the reimbursement of the cost of the tickets purchased by the insured through TICKETMASTER SPAIN SAU, when the insured cancels his/her attendance to the event before the day of its beginning, due to one of the causes contemplated in the policy.

### Entry into force and duration of the insurance contract

The contract will enter into force at 00:00 on the day indicated in the Specific Conditions as the date of issue, and will end upon the conclusion of the effectiveness of the guarantees covered, as indicated in the following paragraph.

### Effect of the guarantees

- The cancellation guarantee will be effective as of the date of issue of the policy. This date must coincide with the date of purchase of the ticket, and will cease on the day of the event, conditional to payment of the premium. The insurance can only be contracted up until 0 hours on the day of the event.

### Geographical limitation

The coverage guaranteed under this policy will be valid for events held anywhere in the world.

### Premium payment

The policyholder is obliged to pay the premium upon the signing of the contract.

If, under the responsibility of the policyholder, the premium should remain unpaid, ALLIANZ TRAVEL is entitled to terminate the contract or to demand payment of the premium due.

Under all circumstances, in the event of a failure to pay the premium prior to an occurrence, ALLIANZ TRAVEL shall be released from any and all obligation.

### Occurrences

In the event of an occurrence, the insured must inform ALLIANZ TRAVEL immediately through the website [www.allianz-assistance.es](http://www.allianz-assistance.es), by email: [siniestros@allianz-assistance.es](mailto:siniestros@allianz-assistance.es) or by telephone 902 10 93 58, within 7 days. Following the conclusion of this period, ALLIANZ TRAVEL may claim for any damages arising from the lack of any such communication.

Once the ALLIANZ TRAVEL Claims Department has been informed of the occurrence, you will be sent a form or a request for documentation, which must be completed. The form will indicate the documents you will be required to provide in order for the occurrence to be compensated. In all cases, you must attach the supporting documents, in addition to the original ticket acquired, invoices, receipts, certificates and original claims, as well as the medical reports and any other supporting documentation, both in relation to the occurrence of incidents covered by this policy and to any expenses that that may be compensated under the policy.

ALLIANZ TRAVEL may verify, by means of a computer tool previously made available by TICKETMASTER SPAIN SAU, the non-use of the tickets acquired via the Internet.

Please send the information to AWP P&C, S.A., Sucursal en España, Claims Department (*Departamento de Siniestros*): Calle Ramírez de Arellano 35, 3ª planta, 28043 Madrid. The insured must inform ALLIANZ TRAVEL of any guarantees underwritten with other insurers and covering the same risk.

### Responsibility

ALLIANZ TRAVEL will not be held responsible for the delay or non-fulfilment of the guaranteed services in such cases in which said delays or non-fulfilments have been caused as a consequence of:

- Strikes
- Explosions
- Disturbances
- Civil uprising
- Mutinies
- Quarantine
- Restriction of free movement
- Sabotage.
- Terrorism
- Civil or foreign war, whether declared or not.
- Effects of radioactivity or any other acts of fate or force majeure.

### Other insurers.

Under all circumstances, and in accordance with Law 50/1980 of 8 October on Insurance Contracts, the insured must, upon the signing of the contract or during the effective period of guarantee, inform AWP P&C, S.A. SUCURSAL EN ESPAÑA of any other guarantees underwritten for the same risk with other insurers.

### Instances for conflict resolution between the parties

1.- The Ministry of Economic Affairs and Finances regulates, by means of Order ECO/734/2004 of 11 March, the activities of the Customer Attention Service which AWP P&C, S.A., Sucursal en España, places at the disposal of all its clients in order to attend and resolve the complaints and claims presented by policyholders, the insured, beneficiaries, affected third parties and successors to any of the above.

Complaints and claims can be submitted to:

AWP P&C, S.A., Sucursal en España  
CUSTOMER SERVICE  
Calle Ramírez de Arellano 35, 3ª planta, 28043 Madrid  
Or to [atcliente.es@allianz.com](mailto:atcliente.es@allianz.com)

The Customer Services Department (CSD) will resolve complaints and claims within two months as of the date of presentation.

In the event of disagreement with the decision issued by this Service, the client may appeal to the CLAIMS SERVICE OF THE DIRECTORATE GENERAL FOR INSURANCE AND PENSION FUNDS (*SERVICIO DE RECLAMACIONES DE LA DIRECCIÓN GENERAL DE SEGUROS Y FONDOS DE PENSIONES*), provided that no definitive agreement has been reached with the Insurer's CSD. Appeals may be presented at:

Paseo de la Castellana 44, 28046 Madrid

The Customer Services Department is governed by the Regulation approved by the Company's Board of Directors, which can be accessed on our website, [www.allianz-assistance.es](http://www.allianz-assistance.es)

2.- By means of arbitration.

The Parties, by mutual agreement, may submit the resolution of conflicts that may arise in relation to this contract to the judgement of arbitrators, in accordance with current legislation.

3.- By means of court action

Should either of the parties decide to seek the judgement of the Courts, any such action must be undertaken before the legal institutions corresponding to the insured's place of residence.

## III. CANCELLATION GUARANTEE

### ARTICLE ONE. DESCRIPTION OF THE COVERAGE INCLUDED.

ALLIANZ TRAVEL, guarantees, in accordance with the conditions established herein, the reimbursement of the cost of the tickets to events acquired through TICKETMASTER SPAIN SAU, up to the maximum limit stated in the policy, when the insured is unable to attend the event due to one of the causes indicated below. Such causes must be sufficiently justified:

List of causes for cancellation covered:

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

The insured and relatives, as defined in this policy.

Serious illness is to be understood as an alteration of a person's health confirmed by a medical professional and entailing one of the situations indicated below:

- Hospitalization for at least 24 hours, with this situation occurring within 7 days prior to the flight, making it impossible to begin travel on the scheduled date.
- Temporary incapacitation, with this situation remaining in place within the 7 days prior to the flight and making it impossible to begin travel on the scheduled date.
- Being diagnosed with an epidemic or pandemic disease, such as Covid-19.

If the illness (including epidemic or pandemic diseases, such as Covid-19) affects the relatives of the insured, whether or not they are insured on the same flight, it will be understood to be serious if it entails hospitalization for at least 24 hours, and if this situation occurs within 7 days prior to the flight, or entails a risk of imminent death.

Serious accident is to be understood as accidental bodily harm suffered by the insured as a result of an unforeseen external cause confirmed by a medical professional, and entailing any of the situations indicated below:

- Hospitalization for at least 24 hours, with this situation occurring within 7 days prior to the flight, making it impossible to begin travel on the scheduled date.
- Temporary incapacitation, with this situation remaining in place within the 7 days prior to the flight and making it impossible to begin travel on the scheduled date.

If the accident affects the relatives of the insured, as defined in this policy, it will be understood to be serious if it entails hospitalization for at least 24 hours, and if this situation occurs within 7 days prior to the flight, or entails a risk of imminent death.

In both cases, temporary incapacitation is understood as the time-limited loss of a person's functional capacity, medically confirmed and entailing the cessation of basic regular activities, including professional tasks, preventing the initial flight from being taken, and giving rise to a medical report, monitoring and treatment.

**2. Serious damage** occasioned by theft, fire, flood or explosion, or by force of nature, in the insured's habitual residence or professional premises (owned or leased). Any such harm and damages must render the residence or premises uninhabitable, or give rise to a serious risk of producing greater damage that would make the presence of the insured essential on the day of the event.

**3. Dismissal of the insured;** under no circumstance will this guarantee enter into effect as the result of the termination of an employment contract, a voluntary resignation or the failure to successfully pass a trial period of employment. In all circumstances, the policy must be underwritten prior to the reception of written notification from the company to the employee.

**4. Summons to participate as a party (defendant, plaintiff, witness or jury member) in court proceedings,** received subsequent to the underwriting of the insurance policy and requiring the attendance of the insured on the date of the event.

**5.- Breakdown or accident involving the vehicle owned by the insured** or his/her spouse, **occurring 48 hours prior to the event** and which implies the immobilization of same and prevents the insured from attending the event. In all cases, the vehicle must be transferred to a workshop for repair and verification of the damage suffered, and the insured must provide the corresponding invoice reflecting the occurrence.

**6.- Relocation for professional purposes to another geographical location,** providing the relocation requires the insured to change his/her habitual residence to a location more than 150 kilometres distant during the date scheduled for the event and the insured is a contracted employee. The notification of the relocation must be received by the insured subsequent to the signing of the insurance policy. For the purposes of this guarantee, the insured party's habitual residence is to be understood as the residence permanently used by the insured part for more than six months each year.

7.- Delay of the arrival of the means of public transport used by the insured to arrive at the event, provided that between the official arrival time of said means of public transport in the city in which the event is to be celebrated, and the start time of the same, there is a minimum of 2 hours.

**8. Medical quarantine of the Insured person or his/her companion,** before starting their journey, after indication of a medical authority, based on the suspicion that they have been exposed to a contagious disease (including epidemic or pandemic diseases such as COVID-19);

**In order to process the payment, the Insured must present the supporting documents issued by the operator of the public transfer and which certify the delay.**

This compensation will be paid on the provision that is has not been assumed by the transport company.

**Under all circumstances, the insurance must be underwritten prior to the confirmation of the reservation.**

#### COMPENSATION LIMIT. CALCULATION OF COMPENSATION

The compensation limit is established at **€ 350 per insured person for those events acquired from 16<sup>th</sup> of May 2017 hereinafter.**

**In each case, the AWP P&C, S.A., medical team will verify whether the extent and/or seriousness of the illness or accident is sufficient cause for the cancellation, as well as the starting date for the cause of cancellation.**

#### ARTICLE TWO. EXCLUSIONS

**In general terms, flight cancellations resulting from the following causes are excluded from the insurance:**

1. **The consumption of alcohol, drugs and narcotics, except when prescribed by a doctor and consumed as indicated.**
2. **Psychiatric, mental or nervous illnesses, depression, stress or anxiety.**
3. **Fraudulent acts and negligence on behalf of the insured, as well as self-inflicted injuries, suicide and attempted suicide carried out by the insured.**
4. **Accidents resulting from the participation in bets, competitions, contests, duels and fights (except in cases of legitimate defence).**
5. **Epidemics, pandemics, quarantine, pollution or contamination, and natural disasters.**
6. **Civil or foreign wars, whether declared or not, mutinies, rebellion, insurrection, actions of the armed forces, coupes d'état, civil uprisings, acts of terrorism or of a similar nature, and the deliberate failure to observe official prohibitions.**
7. **Any effect caused by a source of biological or chemical radioactivity, as well as damages resulting from the use of nuclear weapons. Occurrences arising directly or indirectly from chemical or biological materials, substances or components that can damage or destroy human life or create social alarm.**

8. The lack or impossibility of vaccination and the medical impossibility of following the treatment required in order to travel to certain countries.
9. The failure to present, for any reason, the required travel documents, such as passports, visas, tickets or identity cards.
10. All births and fertility treatments; pregnancy-related complications as of the 7th month of pregnancy.
11. Medical consultations or examinations, periodic revisions, rehabilitation sessions and cosmetic treatment cures.
12. In the event of hospitalization due to serious accident or illness ceasing more than 7 days prior to the event.
13. Unstable pathologies which have been subject to verification or treatment in the 30 days prior to the reservation of the event.
14. Surgical treatments not derived from a pathology.
15. Occurrences arising from circumstances which were existent and/or known to the Policyholder/Insured upon contracting the insurance.
16. Occurrences arising from the unlawful actions of the Insured, or actions of the Insured carried out in contravention of a governmental or legislative ban, as well as those derived from a governmental action, such as confiscation, detention or destruction.
17. Damage caused by water leaks or escapes.
18. Occurrences affected by a breach or by any class of insolvency, as well as situations of receivership and bankruptcy, of a services provider, including: carriers, event organizers and catering services.
19. Trips booked contrary to medical opinion.
20. Occurrences arising directly or indirectly from a terminal illness diagnosed prior to the contracting of insurance.
21. Trips which the insured undertakes in order to receive medical or cosmetic treatment.
22. Additional costs or charges resulting from errors or omissions in the booking of the trip or in obtaining visas or passports.

avoid or minimize any occurrence (including changing the date of the trip to the country or zone to which the recommendation refers).

**AWP P&C SA ,  
Sucursal en España**

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23. Occurrences arising from a failure to observe governmental warnings, or those issued by any other official body, relative to a recommendation not to travel to a particular country or zone, or relative to situations involving strikes, riots, adverse weather conditions, civil unrest or contagious diseases and in relation to which the Insured fails to adopt adequate measures to

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