



CANCELLATION AND/OR  
CURTAILMENT OF TRIP

General Conditions

**GENERAL CONDITIONS – CANCELLATION AND/OR CURTAILMENT OF TRIP  
POLICY 1.15.18.101935.0320182**

**PRELIMINARY CLAUSE**

A Travel Assistance Insurance Contract is signed between the Insurer and the Policy holder mentioned in the Special Terms and Conditions, and it is regulated by the General and Special Conditions of this Policy.

**ARTIGO 1.**

<b>Insurer:</b>	The entity legally authorised to sell the Assistance Insurance.
<b>Policy Holder:</b>	Legal person who, on its own or on behalf of one or more persons, signs an insurance contract with the Insurer.
<b>Insured:</b>	Individual or legal person interested on signing the contract.
<b>Person Insured:</b>	The individual who benefits from the provisions of this contract.
<b>Claim:</b>	Any event which may enforce this policy's Guarantees.
<b>Casualty:</b>	The Person Insured who suffered an incident covered by the guarantees of this contract.
<b>Excess:</b>	Fixed value or percentage payable by the Insured Person for any compensated expense.

**ARTIGO 2. OBJECT OF THE GUARANTEE**

In light of the terms of these General Conditions, the Insurer guarantees the coverage of the mentioned risks covered by the policy, within the consigned limits, following the provisions and exclusions established by these General Conditions.

**ARTIGO 3. VALIDITY**

1. The validity period of the policy's guarantees corresponds to the duration of the travel purchased by the Person Insured.

**ARTIGO 4. EXCLUSIONS**

2. In addition to the exclusions specifically set for each of the guarantees mentioned in these General Conditions, the following provisions are excluded:

- a) Those not requested from the Insurer and which were not incurred to with its consent, except in the case of force majeure or proven material impossibility.

- b) Those which result from incidents which occurred prior to the entry into force of this contract.
- c) Those which arise from the wilful misconduct of the Insured and/or Person Insured, or in the event of attempted or actual suicide.
- d) Those which result from events where the Person Insured is in a state of alcoholic intoxication, drunkenness or under the influence of drugs or narcotics not prescribed by a doctor or caused by the misuse of drugs.
- e) Those which arise from bets, participation in sports competitions or training sessions for these competitions.
- f) Those which arise from acts of war, strikes, riots and public disorder.
- g) Those which arise, both directly and indirectly, from an explosion, the release of heat and radiation, from the disintegration or fusion of core atoms, acceleration of particles or radioactivity.
- h) Those regarding the payment of fines or other penalties for offenses of criminal nature or administrative offenses.
- i) Those which arise for practicing of any intentional or seriously negligent acts, omissions by the Insured or the Person Insured or by anyone for whom it is civilly liable for.
- j) Those which arise from delays or negligence attributed to the Persons Insured when resorting to medical assistance and also in the event of refusing to carry out prescribed treatment.
- k) Those which arise from the Person Insured acting against the law, namely in the participation of acts of sabotage, public disorder or riots;
- l) Those which arise from work accidents and professional illnesses;
- m) Those which arise from officially declared epidemic diseases;

**ARTIGO 5. COMPLEMENTARITY**

The provisions and compensations provided for in this contract will be paid in excess and as a complement to other insurance contracts previously signed and covering the same risks, or social security compensations to which the Person Insured is entitled to.

**ARTIGO 6. SUBROGATION**

The Insurer is subrogated, up to the values of the sums paid, to all the rights and actions of the Policy Holder or Insured and/or Person Insured, against third parties responsible for the incident claimed.

**ARTIGO 7. ARBITRATION**

All differences which may arise with regards to this contract may be resolved via a voluntary arbitration under the legal terms in force.

**ARTIGO 8. NOTIFICATIONS**

Any written communication between the parties, provided for in this contract, will be considered valid and fully effective if done in writing or by any other means which leaves a written record, and when sent to the address of the Person Insured given in the contract or to the registered office of the Insurer, or to the address of their branch in Portugal.

**ARTIGO 9. COMPETENT JURISDICTION**

3. The District Court of Lisbon will be the competent entity for the resolution of all issues which arise related to this contract, with an express waiver of any other, unless both parties agree on the submission of the issues to a voluntary arbitration.
4. Portuguese Law applies to this contract.

**ARTIGO 10. DATA PROTECTION CLAUSE**

5. The Insured and the Persons Insured declare that they are aware of the existence of computer files with personal data included in this contract and which derive from it. They declare that they may be collected so as to be able to agree on and develop the contractual relationship established the recipient of the information.
6. The Persons Insured are guarantee the right to access and rectify the data by sending a recorded delivery letter address to the Policy Holder or by personally contacting their registered office or branch.

The Persons Insured may forbid the Policy Holder and Insurer from using their data for advertising purposes. This can be done on the form for the insurance proposal or later, by sending registered letter or by personally contacting their registered office or branch.

**COVERAGE****1. Object of the Insurance**

The Insurer covers the reimbursement of cancellation and/or curtailment expenses, of both the Insured Party of the confirmed reservation and also travelling companions and/or family members with the same reservation as the Insured Party, who will be considered as Insured Parties for all purposes.

The reimbursement of cancellation expenses will be assumed by the Insurer as long as the Insured Party has purchased the "cancellation" cover mentioned in this document, and has duly informed the Insurer of the circumstances of the cancellation prior to receipt of confirmation of the trip, accommodation and/or service contracted with the Policy Holder and/or the Travel Agencies with whom they work. The circumstances of the cancellation of the trip, accommodation and/or service contracted must relate directly to the Insured Party, or a family member.

With regard to the reimbursement of expenses of days of the holiday not benefited from in the event of curtailment, these costs will be assumed by the Insurer as long as the Insured Party has purchased the "cancellation and/or curtailment" cover mentioned in this document, and has duly informed the Insurer of the circumstances of the given curtailment. The circumstances of the curtailment of the trip, accommodation and/or service contracted must relate directly to the Insured Party, or a family member.

The Insurer will only pay the actual expenses incurred with cancellation on the date of the claim, as long as the cover is valid. In the case of cancellation of a contracted trip, by being valid we mean from the date on which the trip was contracted until the start day of the trip. In the case of the curtailment of a contracted trip, by being valid we mean from the date of the start day of the trip until the last day of the trip.

The reimbursement of cancellation expenses is sent directly to the Policy Holder.

**2. Trip Cancellation and/or Curtailment Cover**

All causes which can be proven, by means of a supporting document, which are unforeseeable, unavoidable and out of the control of the Insured Party and which are not included in the exclusions of the policy and which necessarily prevent the trip, accommodation and/or receipt of services on the contracted dates, from taking place, such as: accidents, health, industrial action, administrative problems, etc.

The Insured Party must immediately give notice of the event on the date on which it occurs. The Insurer reserves the right to carry out a medical visit to the Insured Party to evaluate the cover of the case.

The maximum compensation will be the price of the insured reservation, with a maximum limit of € 50,000 per claim being set.

General Exclusions Related to the trip cancellation and/or curtailment cover

1. Bankruptcy or disappearance of the Service provider.
2. Acts of war which are not directly declared or directly affect the country of origin or destination contracted.
3. Acts of terrorism which did not occur at the Insured Party's destination with a direct and verified repercussion at the given location and do not happen more than 72 hours before the start of the event insured or during the event insured.
4. Insufficient number of Participants or reservations.
5. Modification of the Conditions of one or more of the service providers.
6. Industrial action at the service provider.
7. Non-compliance or defective performance by the supplier, policyholders or the Insured Party.
8. Insufficient or lack of funding due to any cause.
9. Any act provoked intentionally, resulting from an act of reckless imprudence or gross negligence as well as those resulting from criminal acts and participation in bets, challenges or feuds by the Policyholder, the Insured Party or Beneficiaries of the policy.
10. Facts resulting from alcohol or drug use, mental illness or suicide by any of the participants.
11. All facts resulting from chronic or pre-existing illnesses, if they do not worsen unexpectedly and prevent the trip.

12. Any claim which results from a cause prior to the signing of the policy.
13. Failure to present, forgetting and / or expiry of the documents required for travel, such as passports, visas, identity cards, tickets, etc.
14. Non-granting of visas or documents required for travel due to any justified cause.
15. Any weather condition that does not involve the official declaration of a catastrophe zone of the place of origin or destination of the trip.
16. Natural disasters.

