

TRAVEL CANCELLATION BEFORE DEPARTURE

General conditions of the insurance policy

Article 1 What is the insurance policy?

The insurance policy is the document issued by the Company, under which is provided to the Insured insurance coverage and has the signature of the legal representatives of the Company.

The insurance policy, together with the conditions and the certificate of insurance, is the only document that proves the insurance contract between the Company and the Party, for the coverage of the Insured.

Article 2 What does the policy cover?

The insurance policy covers the Insured with compensation for the amount paid for the purchase of the ticket which is not used, because of a sudden and severe **illness, accident** or death occurring in the same or **member of the family, as described in detail in the special coverage conditions of this policy.**

Article 3 What is not covered by the insurance policy?

- The insurance policy does not cover risks and incidents when:
- The **illness** or death is a result of a deterioration of a **pre-existing medical condition** and/or chronic illness, which could be expected to occur within the coverage period.
- The **illness** or death is caused by surgery, change in treatment or change in medication for **pre-existing medical condition**.
- The examination, treatment and / or admission to hospital had been planned before booking the flight.
- The symptoms that accompany a **normal pregnancy**, which are temporary (such as morning sickness and fatigue) and not a risk to the mother or the baby, including a combination of mild symptoms, is the only reason that prevents the trip.
- The flight is canceled, abandoned, postponed, curtailed or transferred.
- **The Insured** decided not to make the trip or there are reasons that prevent him to travel beyond the grounds set out in these Terms.
- Also, when the Insured is unable to make the trip due to:
- any effects of war, invasion, hostilities (whether declared war or not), civil war, rebellion, revolution, military power, political unrest, strikes, terrorism, deception or vandalism, confiscation or nationalization or requisition or destruction or damage to property by or under the order of any government or public or local authority.
- any natural disaster, such as some of the following natural phenomena: earthquakes and tsunamis, floods, volcanic eruptions, hurricanes (including winds with speeds above 135 km / h, tornadoes, fires and storms with meteorological phenomena characterized by significant changes in the atmosphere, lightning, thunder, lightning, wind and heavy rain, snow or hail).
- contagious disease outbreak and the government or agency acting on behalf of the government has imposed travel restrictions.

- any epidemic disease, but not limited to SARS, avian influenza, tuberculosis, haemorrhagic fever (including Ebola and Marburg), meningitis, measles, mumps or rubella.
- the fact that there is a flu pandemic and the World Health Organization raised the threat level to “Phase 5”.
- that you made a false claim and / or support the application for reimbursement on false or fraudulent documents or statements.
- When the cause of the claim is:
- any act committed intentionally by the insured or a family member, such as an illegal act, self-harm or suicide, recklessness, gross negligence or a crime.
- any accident that occurs while the insured is under the influence of alcohol, drugs, narcotics, psychotropic drugs, stimulants or any other substances that are analogous thereto.

The Company will not cover:

- the premium for the purchase of insurance plan for coverage of cancellation of departure,
- travel or related expenses or any loss other than the purchase price of the ticket, (including the Contracting Party’s service costs for providing the service (service fee)),
- any expenses incurred in submitting or providing evidence to support the application of the refund.

Article 4 What is the geographical extent of coverage?

The insurance policy covers the insured globally

Article 5 When does the coverage of the Insured start, and for how long?

- A) Travel Departure Cancellation coverage is valid only when the fee for the service is paid and the ticket of the Insured has been issued.
- B) Travel Departure Cancellation coverage applies if a valid hospital certificate can be provided on the relevant dates of the Trip and when the direct family relationship is documented. The coverage applies to the flight for which it was purchased and is in effect from the time the purchase is made (and the corresponding fee has been paid) and ends when the first check-in at the first point of departure for the trip has been completed.

Article 6 How is the premium calculated and paid?

The premium is calculated based on the value of the ticket purchased by the Insured.

Article 7 Applicable law and jurisdiction of courts

The insurance policy is governed by Greek law. Any dispute arising concerning the validity and the conditions of the insurance policy, shall be subject to the jurisdiction of the courts of Athens.

Article 8 In what circumstances is the Insured compensated by the Company?

The Company compensates the insured, provided that:

The Party, the Insured or a third party notified the Company and the claim to the e-mail addresses claims@airtickets.co.uk enclosing the relevant documents proving the cause for which the trip is canceled and the relevant documentation or contacted by phone and received instructions for the refund of the ticket value, up to a maximum period of thirty (30) days after the date of the Trip.

If there is more than one cause for the claim, the first of the causes mentioned and justified by the supporting documents, should be used as the cause for the claim.

The Party and / or Insured have an obligation to immediately provide to the Company any information or document required to prove that the conditions for their coverage under the policy apply. Furthermore, they must not take any action that would expand the consequences of the event. Finally, they must notify the Company no later than eight (8) days from the date of such occurrence.

The Company has no obligation to pay any compensation before all documents are submitted which are necessary for any event or before completion on the part of the Company of all actions related to the incident.

If the Insured fails to fulfill these obligations, the consequences provided by law will apply.

If the Company shall take steps aimed at verifying the conditions of the incident or the consequences of the incident, these can never be considered as recognition of its obligation to pay compensation.

Article 9 What applies in case of multiple insurance and coinsurance?

If the Insured has been insured for the same risks to more than one insurance company (multiple insurance), the Party or the Insured (if different persons) should notify this to the Company. This notification is required to specify the type of risks covered by these insurance policies, and the relevant insurance amounts.

If the Party or the Insured does not inform the multiple insurance or coinsurance to the Company, in case of risk occurrence, the Company shall pay indemnity only to the extent not covered by another insurance policy. If the Party or the Insured fail to disclose such information to the Company due to willful misconduct, the provisions of para. 6 and 7 of Article 3, of Law 2496/1997, shall apply.

In any case, most insurances are valid until the extent of the insurance damage.

The Company is responsible to the maximum amount indicated per coverage in the Certificate of Insurance.

Although most insurance policies are concluded by mutual agreement of the insurers, each insurer is liable in proportion to the percentage that has been secured in this (coinsurance).

Article 10 When is the Company substituted in place of the Insured?

When the Company indemnifies the Insured under the policy, the Company is automatically substituted in place of the Insured and for this reason has the right to seek from the party that caused the damage to the Insured, the amount paid to him for the restoration of the damage.

Article 11 When must the Insured return to the Company the compensation received?

The Insured must return to the Company the compensation received by it if, in retrospect, proved that the amount that was paid as a consequence of the incident is not covered by the insurance policy. In this case, the return of the amount must be made within one (1) month from the day the Insured will be notified of this by the Company.

Article 12 When can the insurance policy be terminated?

The Company has the right to cancel the policy in any of the following cases:

1. If the Party intentionally did not declare at the conclusion of the insurance policy, any information or fact he knows and is objectively important for the assessment of risk by the Company.

In this case, the Company has the right to cancel the policy within one (1) month of being informed about the violation. The termination will be made by written notice to the Party, which will be notified of the cancellation of the insurance policy. In the period until the occurrence of the results of the termination, namely the period of one (1) month, the Company is exempt from any obligation to pay compensation.

2. If the Insured shall mislead or attempt to mislead the Company concerning the right to compensation or range of compensation.

In this case, the Company has the right to cancel the policy within one (1) month of being informed about the violation. The termination will be made by written notice to the Party, which will be notified of the cancellation of the insurance policy. In the period until the occurrence of the results of the termination, namely the period of one (1) month, the Company is exempt from any obligation to pay compensation.

Terms Travel Cancellation coverage

Article 13 Compensation for cancellation of travel departure

With the purchase of travel departure cancellation the insured is entitled to receive compensation for the amount paid for the purchase of the ticket, which is not used, because of a sudden and severe **illness, accident** or death occurring in the same or **member of the family**.

The Insured will be reimbursed for the cost of the **ticket**, If he/she was unable to make the trip due to the circumstances listed below:

- Sudden **illness or accident**, confirmed by **doctor** and occurring to the Insured or to a **member of his family**. The event must take place between the time of the ticket purchase and the date of departure for the trip and requires hospital treatment, provided that the hospitalization period or the period after hospitalization (as defined by **doctor**) is after the departure date for the trip. This condition applies: a) in case of an accident regardless of age and b) in the case of a sudden **illness** only if the insured person or **the family member is** below 70 years.
- Cancellation as a result of serious complications which occur before the 36th week of pregnancy.
- Death occurs to the insured or a family member **thereof**.

If there is more than one cause for **compensation claim**, the first of the causes indicated and justified, will be used as the cause.

The Travel Departure Cancellation Insurance covers only the purchase value of the ticket including the service costs (service fee) and any charges for luggage and seats on the aircraft.

The Travel Departure Cancellation Insurance does not cover ancillary / complementary purchases such as hotels, car rentals, etc.

13.1 What are the conditions for the payment of compensation?

Documents to be provided in the event of a claim

- a) A necessary and indispensable condition for the insured to be entitled to a refund is to provide the Company, evidence or related documentation which would prove that the trip will be canceled.
- b) Depending on the nature of **the claim** the insured must provide the following:
 - Documents that evidence the **incident/cause of claim**, such as **hospital** admission form, death certificate, or a confirmation from the patient's treating hospital doctor, stating the date that the event occurred, the cause, the exact diagnosis, relative medical history, prescribed treatment and the fact that this medical condition did not allow the patient or the patient's relatives to travel on the arranged date. These document should include the date that the event occurred, the cause, the diagnosis, the prior records or antecedents and the treatment prescribed.
 - Any reasonable additional evidence requested by the Company.
- c) If the cancellation is due to **accident** suffered by a **member of the family**, a document that proves the relationship between the insured and the said family member.
- d) All documents should be submitted to the Company no later than thirty (30) days from the moment the claim-compensation application was notified to the Company.

Compensation payment

The payment of the compensation provided is made the latest after thirty (30) days of filing the required documentation.

Clarification term

It is hereby clarified that in the context of responsible handling of each incident, all telephone communications with the Coordinating Center of the Health Line 1010 of the Company, are recorded.

Glossary

Insured

Is the person covered by the policy and for which the Company has undertaken to pay compensation.

Illness

An event that occurs before the insured's departure for which the treatment is necessary to preserve the life and / or to provide immediate relief from pain, stress or trauma.

Accident

Is any physical damage to the Insured, due to an external cause, violent, sudden and independent of its intention. To qualify an incident as an accident it should happen during the trip covered by this insurance policy. Prior condition that presents or worsens during the accident, is not considered an accident.

Company

It is the company 'INTERAMERICAN ASSISTANCE SA GENERAL INSURANCE', issuing the insurance policy and provides this insurance program.

Hospital Doctor

The specialist hospital doctor, enrolled in a recognized professional body and / or medical association, who is not the insured or a family member of the same.

Member of the family

The spouse, partner, siblings, parents, in-laws and children of the Insured or his / her spouse or his / her partner.

Normal pregnancy

Symptoms normally appear in a pregnancy (including multiple pregnancy) and which are generally minor and / or temporary (e.g. morning sickness, fatigue, etc.), which are not medical risk to the mother or the baby.

Pre-existing condition

Any illness or injury (whether diagnosed or not) that exists on the date of **booking**.

Ticket

A valid ticket, which has been paid and not used.

Hospital

Every medical institution (public or private) with a valid operating license for care and treatment of sick and injured, which has full hospital equipment and permanent medical and support staff. Hospitals are not considered outpatient clinics, private clinics, sanatoriums, physiotherapy offices, convalescent homes, nursing homes or similar institutions, and any hospital or place where scientifically accepted medicine is not performed as well as institutions for the recovery of alcoholics and drug addicts. Exceptionally and only for Greece, health centers are also considered as hospitals.

Event

The **accident or illness** (as defined above), that happened to the insured or a family member **thereof**.

Claim

Any accidental occurrence, situation or unforeseen event, not intentionally caused by the insured or family member and whose consequences are covered by the terms of the coverage of travel departure cancellation and for which the insured may be entitled or members of the family (depending on the case) to refund of money from **the ticket**.

INFORMATION FORM

In accordance with Article 4A of the Law 2251/1994 and Presidential Decree 252/1996

1. General information

On insurance policy "Trip Cancellation Plan" to be concluded, the following information is provided by:

- relevant European Union directives, which were incorporated in Greek Insurance Legislation with the Presidential Decree 252/1996, which amended Article 4 of Legislative Decree 400/1970 (Article 4, Paragraph 2 Case H of the Legislative Decree 400 / 1970, as currently in force).
- Article 4A of the Law 2251/1994, as currently in force.
- Articles 12 and 13 of Law 2472/1997.
- The company 'INTERAMERICAN ASSISTANCE SA GENERAL INSURANCE':
- has Societe Anonyme Registry Number (SA Reg. No.) 27557/05 / b / 92/13.
- has TIN 094355007 and belongs to the Tax Office F.A.E. ATHENS.
- is based at St. Konstantinou Str., no. 57, 15124, Maroussi and the Head Office is located at 124-126 Syngrou Ave., 17680, Athens.
- supervised by the Bank of Greece and the Ministry of Infrastructure, Transport and Networks.

The activity of the company 'INTERAMERICAN ASSISTANCE SA GENERAL INSURANCE' focuses on the practice of the Assistance sector of Article 13.1 para. 18 of Legislative Decree 400/1970, as currently in force.

2. Insurance plan

The Travel Cancellation Plan shall indemnify the Insured in the case where the planned trip is canceled, paying the amount equal to the value of the air ticket of the Insured.

After the completion of the insurance process, the Certificate of Insurance is sent to the Party's e-mail address. The general and specific policy conditions are permanently posted at the relevant www.airtickets.fr and may at any time be printed by the Party.

3. Calculating premiums

The premium is calculated based on the value of the ticket.

4. Premium payment

The premium is paid in advance.

5. Start and duration of insurance validity

The validity of the coverage of the Insured coincides with the start and end time of air travel.

6. Right of opposition

Since the insurance coverage is provided immediately and coincides with the time duration of the trip, there is no provision in this case for the exercise of opposition rights in paragraphs 5 and 6 of Article 2 of Law 2496/1997.

7. Right of Withdrawal

There is a possibility to cancel this service within 14 days from the date of purchase, provided that your check-in date must be at least 14 days away.

8. Governing law and Courts of jurisdiction

The law governing the insurance policy is the Greek law. For the resolution of any dispute arising concerning the validity and the conditions of the insurance policy, falls within the jurisdiction of the Courts of Athens.

For matters not governed by the terms of the Insurance policy, the provisions that regulate the Insurance Contract Law (Law 2496/1997, as currently in force), and the provisions of other legislation, shall apply.

9. Settlement of complaints

The Company has written complaint management system in accordance with the Act No. 3 / 08.01.2013 of the Executive Committee of the Bank of Greece. Complaint is considered the expression of discontent of a natural or legal person associated with the insurance policy or insurance services provided by the Company. Complaints, however, are not considered, the announcements of insurance claims, compensation claims and simple requests related to the policy and to provide information or clarifications on this.

- by e-mail at custserv@interamerican.gr
- by fax at 210 94 61 008
- by post, at INTERAMERICAN ASSISTANCE, 350 Syngrou Ave., 176 80 Kallithea

The Company has appointed a responsible person who coordinates the correct and timely process management of written complaints submitted.

10. Extrajudicial resolution of disputes

The Party and / or the Insured have the opportunity to appeal:

- to the Amicable Settlement Committee of Athens Prefecture, with submission of an application, which is defined as exclusively competent to resolve extrajudicial disputes between the consumer and the company, pursuant to Paragraph 5 of Article 11 of Law 2251/1994.
- to the Consumer Ombudsman, with a signed report to be submitted within three (3) months since the Party became aware of the consumer dispute.

11. Tax regime

According to the tax legislation currently in force, the coverage of the Sector Assistance is subject to 15% premium tax.

12. Privacy

The Company maintains and processes file with personal data of insured persons and injured third parties, including personal and sensitive data concerning, in particular, their health. These data are kept for the smooth operation of the insurance policy. Recipients of such data may be hospitals, doctors, reinsurers, public authorities in accordance with the requirements of the law and judicial decisions, etc.

Also, the Company may use the personal information, other than sensitive, for promotional purposes whether its own or third party, and for customer satisfaction surveys. The Party or the Insured can remove at any time this right of the Company with a written statement.

The Party may by written request to request information about the personal data that are or have been processed by the Company paying cash amount stipulated on by decisions of the Data Protection Authority (Article 12 of Law 2472/1997). At the same time, reserves the right to raise reasonable objections to the maintenance and processing of data concerning him (Article 13 of Law 2472/1997).