

## **Conditions Cancellation option**

### **1. DEFINITIONS**

#### 1.1 people covered

The person covered is the person mentioned in the booking.

#### 1.2 Travel agreement

The travel contract concluded for the covered person (s), and for which the agreement applies, insofar as the trip was sold by Vila Mimosa Lda – Retreat Now LLC

#### 1.3 Damage declaration

The claim declaration is the declaration that the covered person sends to report on the circumstances in which the claim occurred and to claim the guarantee due.

#### 1.4 Serious illness

A disorder in the state of health, not caused by an accident, which was diagnosed by a physician and for which this doctor prohibits all outdoor activities.

#### 1.5 Pre-existing disease and stable disease

a) A pre-existing disease is a disorder in the state of health that has been diagnosed by a physician and that requires regular medical checks and appropriate care.

b) A disease is considered to be stable if there is no change in the medical or paramedical treatment of this disease, if there was no hospitalization or worsening and if, according to the attending doctor, there was no medical counterindication to travel. These 3 conditions must be fulfilled simultaneously. This must be proven by a medical report from the attending physician confirming this stability.

#### 1.6 Accident

a) Accident related to physical persons: a sudden and external event outside of your will, resulting in physical or psychological damage, which was diagnosed by a physician. Suicides and suicide attempts are not considered an accident.

b) In all other cases: a sudden and external event, outside of your will, which results in a determined damage.

#### 1.7 Traveling companion

The person with whom the person covered decides to take the journey, for which they have registered simultaneously and whose presence is necessary for the fulfillment of the journey.

#### 1.8 Life companion or partner

The person with whom the beneficiary forms a legal or de facto life community and who resides at the same place of residence.

#### 1.9 Family members up to the 2nd degree

Are considered family members up to the 2nd degree: father, mother, child (ren), sister (s), brother (s), sister-in-law (s), brother-in-law (s), daughter-in-law (s), son-in law (s), mother-in-law, father-in-law, stepmother, stepfather, legally or factually cohabiting partner of the mother or of the father, grandparents and grandchildren.

#### 1.10 Early return journey

The return journey to your place of residence, before the originally planned date in your travel contract. The repatriation costs are not covered by this contract.

#### 1.11 Featured burglary

Providing access to a locked space with the omission of clearly visible intrusion traces.

#### 1.12 Force majeure

Events considered as force majeure are: war, civil war, enemy invasion, actions of hostile foreign powers, hostilities (irrespective of whether or not there has been a declaration of war), confiscation, nationalization, restriction of free movement, strike, riot, terrorism, epidemics, pandemics, quarantine, sabotage, martial law, requisition, segregation or shifting of land, flooding or any other natural disaster.

#### 1.13 Epidemic

Unusual and sudden increase in the number of people with a transmissible disease that exists endemically in a specific area or population; the outbreak of a more or less high number of cases of communicable disease that does not normally exist on an endemic state in a given area.

#### 1.14 Guarantee

Within the limits of the guarantees and amounts mentioned in the conditions of Vila Mimosa Lda - Retreat Now LLC, this contract guarantees the payment of the invoiced amounts. The amount of the deposit is equal to the invoice amount for that person. If the invoice is drawn up for 2 persons, half of the invoice amount applies to the covered person.

## **2. APPLICATION CONDITIONS**

#### 2.1 Duration and termination of the contract

The contract takes effect from the payment of the stay to Vila Mimosa Lda - Retreat Now LLC and ends on the last day of the stay.

#### 2.2 Intentional false statement

Any fraud, attempted fraud, concealment or deliberately false statement on the part of the covered person who seeks to mislead Vila Mimosa Lda - Retreat Now LLC with regard to the circumstances or the consequences of a claim will result in him being entitled to any claim for the damage in question. If the policyholder has acted with fraudulent intent, Vila Mimosa Lda - Retreat Now LLC may refuse cover. The premium comes to him as compensation.

#### 2.3 Allocation of jurisdiction

In case of dispute, the Portuguese courts are competent and only the Portuguese law is applicable.

## **3. CANCELLATION OPTION & TRAVEL COMPENSATION**

#### 3.1 Object

Vila Mimosa Lda - Retreat Now LLC guarantees up to € 2,350 per stay per person. The cancellation, change or travel compensation must be motivated by one of the following events:

a) In the event of death, serious illness or serious personal injury, as a result of which the covered person can no longer travel, between the registration date and the return date of:

- The beneficiary or his life partner;
- A family member up to the 2nd degree, including partners;
- The persons who are domiciled at the same address and who are under his care.

b) If the employment contract of the beneficiary is extended by his employer within a period of 20 days before an end is made. Dismissal due to urgent reasons or serious misconduct is not insured. The contracts of fixed duration and the interim contracts are excluded.

c) The transitional examination or the second session of a beneficiary student, on condition that these exams take place during the anticipated holiday period or within 30 days after the anticipated holiday period, that the re-examination can not possibly be postponed and as far as the negative results were not known at the time that the trip was booked.

d) Considerable material damage to the residence by the policyholder or the beneficiary, i.e. each damage caused by fire, lightning strike, explosion, the crash of or being hit by aircraft or by objects falling off or falling out, collisions with animals, water damage, storm, pressure of snow or ice as well theft, happen within 30 days before the departure date or during the stay and independently of his will.

e) The convocation of the beneficiary for the adoption of a child or for the transplantation of a body, if the beneficiary was registered on the waiting list before booking the trip and / or endorsing the policy if it happened after the booking date .

### 3.2 Payment of the fees

CANCELLATION OPTION reimburses:

In case of cancellation by the person covered before the start of the trip: 100% of the cancellation costs that are contractually due by the beneficiary. Guarantee travel compensation in case of early return of the person covered during the duration of the trip (interruption of the holiday) for reasons covered under Article 3.1, Vila Mimosa Lda - Retreat Now LLC provides compensation for this covered person in the amount of the unrecoverable part of the paid travel sum in proportion to the unused vacation days. The unused vacation days are calculated on the basis of the remaining nights from the date of the early return journey until the last day of the trip stated in the special conditions.

### 3.3 Obligations in case of a claim

The beneficiary must fulfill the following obligations:

a) Notify Vila Mimosa Lda - Retreat Now LLC at the latest within 24 hours as soon as he becomes aware of the incident that makes his departure or stay impossible, so that the costs can be kept to a minimum.

b) comply with the instructions of Vila Mimosa Lda - Retreat Now LLC and provide all information and / or documents (in particular the originals) that are deemed useful or necessary.

c) The covered person must exempt his / her doctor from his / her duty of professional secrecy in relation to Vila Mimosa Lda - Retreat Now LLC or take the necessary steps to ensure that the treating physician of the person whose illness or accident was a reason for cancellation or interruption dismissed his professional secrecy. The covered person must accept to submit to an examination by doctors of Vila Mimosa Lda - Retreat Now LLC. The refusal of such an investigation discharges Vila Mimosa Lda from its obligations. Vila Mimosa Lda - Retreat Now LLC reserves the right to verify the truth of the invoked events before making a payment. .

In the event that the insured does not comply with these obligations and that this non-compliance causes an aggravation of the damage, then Vila Mimosa Lda - Retreat Now LLC can limit its guarantees to what the damage would have been done.