

## Terms of Business

### Definitions

In this Terms of Business Agreement “we”, “us” and “our” means Howserv Europe, S.L.

### About Staysure

Howserv Europe, S.L. is a subsidiary of Avanti group solutions (AGS). Staysure Expat travel insurance, which is a trading name of Avanti Group Solutions, is administered by Howserv Europe, S.L., Agencia de Seguros Exclusiva, an Exclusive Agent of ERGO Seguros de Viaje, (Registered office: Av. Isla Graciosa, 1, 28703 San Sebastián de los Reyes (Madrid), España).

### Ownership

Howserv Europe, S.L. is a wholly owned subsidiary of Avanti Group Solutions (AGS).

### Your agreement to these Terms of Business

In seeking insurance through us, you agree to the Terms of Business Agreement. This does not affect your normal statutory rights.

### About our Service

We are committed to treating you fairly in all our dealings with you now and in the future. You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

### About the Products we Offer

We offer travel insurance from ERGO, a Munich Reinsurance Company registered in Germany.

We also offer a number of additional cover options, including:

- Travel Disruption;
- Enhanced Cancellation and Curtailment Cover;
- Excess Waiver;
- Winter Sports;
- Golf Cover;
- 100 day Upgrade.

## **Important Information**

It is your responsibility to ensure that you provide us with complete and accurate information when arranging your insurance, during the life of your policy and at the time of renewal. Please take care to answer all of the questions honestly and to the best of your knowledge. If you do not, your policy may be cancelled, or treated as if it never existed, or your claim rejected or not paid in full.

When a policy and related documents (e.g. a policy summary and a Demands and Needs statement) are issued, you are strongly advised to read them carefully as they form the basis of the cover you have purchased. If you are in doubt over any of the policy terms or conditions, please contact us and we will be happy to explain and clarify any points for you.

To contact a member of the Customer Service team for clarity or to make changes, please call +34 952 010 024.

## **Protecting your data**

We collect and maintain personal information to allow our insurers to underwrite and administer the policies that we issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep your information longer than necessary. Your information will be protected from accidental or unauthorised disclosure. We will only reveal your information if it is allowed by law, authorised by you, to prevent fraud or in order that we can liaise with our agents in the administration of this policy.

Insurers share information with each other to aid the prevention of fraudulent claims. In the event of a claim, information is placed on industry registers for analysis. Under GDPR (General Data Protection Regulation) you have the right of access to your personal records held on our files and we will provide this information should you request it via a subject access request form.

For further information about your rights and how we process/handle your data, please read the Privacy Policy at [www.staysure.com/privacy-policy/](http://www.staysure.com/privacy-policy/).

To provide better customer service, your calls may be recorded and monitored for quality and compliance purposes.

You should show your summary of cover to anyone insured under the policy. We will only deal with the organiser of the policy with regard to travel insurance, unless we have express permission from the organiser to deal with other parties.

## **Your Cancellation Rights**

You have the right to cancel new or renewed policies within 14 days of purchase or from the date you receive your documents, whichever is later. If the policy is cancelled within 14 days, you will receive a full premium refund. Full details are provided in your policy summary. This right is in addition to any other cancellation rights consumers have after expiry of the 14-day period. The above may not apply to Single Trip travel policies.

## **Quotation Validity**

Staysure Expat is unable to guarantee any quote provided after a 30 day period, unless taken up immediately. We reserve the right to pass on any increases to premiums at any time.

## **Our Administration Charges**

We are normally remunerated by commission deducted from the premium but also reserve the right to supplement or replace this with a fee for our services when arranging, amending, renewing and cancelling any insurance policy.

## **Payment & Payment Charges**

The sales process will not be complete until after payment has been made by credit card or debit card – whether by phone or online.

## **Paying by Instalments**

If you choose to pay by monthly instalments, you will pay an initial deposit by credit or debit card, equal to 1 month's instalment, followed by 11 equal instalments by direct debit. In this case, you will be charged at an annual percentage rate (APR) of 14.9% and we will set up a direct debit mandate using your bank details.

If you have elected to pay by direct debit, by proceeding with this application, you confirm that you are able to afford the monthly payments as they become due.

If PCL are unsuccessful in collecting your monthly direct debit, they will attempt to collect a second time.

If this attempt defaults, your Credit Agreement will be terminated. Failure to meet your monthly payments will result in your policy being cancelled within 7 days unless payment is received in full.

Please note, in this instance, your credit history will be affected which may affect your ability to obtain credit in the future.

If you make a change to your policy mid-term, you will be able to pay by credit / debit card or you can add the cost on to your credit agreement.

Please note that in the event of a claim, the full premium will still be due and must be paid.

Staysure use Premium Credit Limited to provide finance. Staysure is acting as the credit broker and receive a commission for introducing customers to them. Staysure is authorised by the FCA as a credit broker.

Premium Credit Limited may use a credit reference agency that leaves a record of the search, or other information about you so that they can carry out a credit and anti-money laundering check. This record will be visible to third parties. Credit is subject to status.

## **Client Money**

We act as an agent for the insurer for the collection of premiums and payment of premiums. Your money is held in an Insurer Trust Account, which is managed in accordance with the FCA statutory trust rules. This means that premiums are treated as being received by the insurer when received in our bank account and any premium refund is treated as received by you when it is actually paid over to you.

## **Changes to your Underwriter**

We reserve the right to engage a new insurance provider for part or all of your policy in the future. Should this happen we will write to inform you of the change, providing details of your new provider as well as any amendments to your policy. Through the purchase or renewal of your policy you consent to the potential transfer of your cover and any personal data held about you being shared with an alternative insurance provider.

If at any point you wish to withdraw your consent to this, please call Staysure Expat Customer Service on +34 952 010 024 (Monday to Saturday 8:30am-6pm UK Time).

## Claims

We do not process claims for your insurer. If you want to claim on your policy you should contact the Insurer's claims line (details in your policy booklet). You should not take any action, other than seeking emergency assistance, until you have spoken to your insurer.

## Complaints

At Staysure Expat, we will do everything possible to ensure that you receive a high standard of service. However, if you are not satisfied with the service received and you wish to register a complaint, please contact us and we will try to resolve it as quickly as possible.

There are a number of ways you can register your complaint:

**By telephone:**

Customer Services on +34 952 010 024

**By e-mail:**

complaints@staysure.com

**In writing:**

**The Customer Service Manager**  
Staysure Expat  
Britannia House  
3-5 Rushmills Business Park  
Bedford Road,  
Northampton NN4 7YB

We will always try to resolve the issue within 3 days, but if not, we will undertake a full investigation and keep you informed of our final outcome. You will receive the final response within 40 working days of receipt of your complaint. If you are still not satisfied with the way in which we have handled the complaint, then you have six months to refer the matter to the Financial Ombudsman Service:

**The Financial Ombudsman Service**

Exchange Tower, Harbour Exchange Square, London, E14 9SR

Tel: 0300 1239 123 or 0800 0234 567

## Governing Law and Jurisdiction

This Terms of Business Agreement, and all quotations and policies that we obtain for you are subject to the law of Spain, England and Wales and subject to the exclusive jurisdiction of the Courts of Spain, England and Wales unless your policy document states otherwise.