# $Staysure \ {\tt Expat}^{\tt m}$



Expat Travel Insurance Policy
Spain 2019



## Welcome to Staysure

Thank you for choosing Staysure and letting us protect you whilst you are on holiday. We hope we have given you all the information you need and we wish you a stress free and enjoyable trip. If there is anything else we can do for you, please call our Customer Services Team on the number below. We are here to help you should you need us.

## **Essential Information**

It is important that **you** read this **policy** document and **your Validation Certificate** carefully to ensure that it meets your requirements and so that **you** understand the extent of cover provided, what is and is not covered along with any terms, or conditions of cover.

The **policy** document contains different levels of cover, some of which are optional and only apply where you have selected them and paid the required additional **premium**.

For information about **your** rights to cancel the policy and the cooling off period, please see Cancellation Provisions on page 39 of this policy booklet.

Please take this document with **you** when **you** travel in case you need assistance, or need to make a claim. If you have any questions about the cover provided please call our Customer Services Team on the number below, we are open Monday to Saturday between 8.30am and 6pm (UK time).

It is important that **you** call **us** as soon as **you** need to make a change to **your** policy, to ensure **you** are accurately covered.

## **Useful telephone numbers** – we are here to help you

#### Call our Customer Services Team

If you have a query or need to amend your policy in any way 952 010 024

### Call our 24 hour Medical Emergency Support

If you require medical assistance whilst on holiday

+44 1403 289 161

+1 833 780 0661

and Canada. Call charges apply when calling from a mobile.

To ensure we are consistent in providing our customers with quality service, we may record your telephone call.

**If you need to make a claim** – please see the inside back cover for the relevant telephone numbers and page 38 for our claims procedures.

#### **Health Declaration**

Your policy contains restrictions, conditions and exclusions that relate to your health and to the health of others on whom your trip might depend. You must read the following information and be satisfied that this policy meets your needs.

Pre-existing medical conditions will not be covered unless they have ALL been declared, and accepted by us in writing. You must therefore ensure that you answer all questions about yourself and anyone else insured under your policy fully, honestly, and to the best of your knowledge, as failure to answer our questions accurately may affect the cover we provide and our ability to pay your claim. Please see page 4 for what you must do if you have a change to your health after purchasing your policy.

We are unable to provide cover for any pre-existing medical condition(s) where you have an undiagnosed medical condition, or a condition where you are currently on a waiting list, undergoing treatment, or tests or, where you are awaiting the results of any tests. There are some instances we may be able to provide cover for pre-existing conditions if you are awaiting surgery, (please see the Medical Declaration section on page 8 for more details).

If you have any questions about what cover will be provided by this policy in respect of your existing medical conditions, please contact Staysure Customer Services.

Please note: this policy does not provide cover for procedures that can be carried out in Spain after repatriation, or for any medical expenses incurred in private facilities if a medically suitable state facility is available. It is therefore a condition of this insurance policy that if you are travelling to a European Union country you obtain a European Health Insurance Card (EHIC).

## For emergencies abroad call us first

(It may save you having to pay the policy excess)

For medical emergencies: if you are taken to hospital as an emergency by ambulance or other emergency service, you will need to make sure that you or a travelling companion call us within 48 hours.

For non-urgent medical help: if you need to see a Doctor, or need to go to Accident & Emergency or a clinic, call us first. This way we may be able to help you locate the safest and most appropriate source of treatment.

In either case you may reverse the call charges, or ask to be called back.

If your outpatient treatment is likely to cost more than €350 or you are admitted into hospital abroad, someone must call Staysure Assistance 24 hour medical emergency helpline as soon as possible. If you have to cut short your trip under Section 2 (Curtailment and Trip Interruption) or Section 3 (Emergency Medical and Repatriation) Staysure Assistance must authorise this in advance. Failure to contact Staysure Assistance may mean that we are not able to provide cover or we may reduce the amount we pay for your medical treatment, or additional travel expenses.

Where **you** have a valid claim and **your** medical expenses exceed €350 **we** will look to settle the bill directly with the medical provider where possible.

For non-medical emergencies: if something happens during your trip, and you need our help, please contact us. If we identify that the event causing the emergency is not covered by this policy, we will still try to assist you in resolving the problem, but it would be at your own cost.

## PLEASE NOTE: This is a travel insurance policy and not private medical insurance.

## Changes to your health after purchasing your policy

If after you purchase your policy, or before booking any new trips, any of the following happens:

- you are diagnosed with a new medical condition
- your doctor, or consultant changes your prescribed medication
- · you receive inpatient medical treatment
- you are placed on a waiting list for investigation or medical treatment

then you must contact Staysure Customer Services. A member of the team will ask you specific questions about your medical condition(s).

This may result in an additional **premium** to allow cover to continue, to add additional Terms and Conditions to **your policy** or to exclude cover for the newly diagnosed condition or for the condition that has undergone significant change.

If we are unable to provide cover, or if you do not wish to pay the additional premium you will be entitled to make a claim under Section 1 (Cancellation) for your costs which cannot be recovered elsewhere for trips booked prior to the change in health.

Alternatively, **you** will be entitled to cancel **your policy**, in which case, **we** will refund a proportionate amount of **your premium**.

Please note that **your doctor**, or consultant telling **you** that **you** are well enough to travel does not mean that **you** will be covered for **your pre-existing medical condition(s)**. If **you** have any concerns regarding whether, or not **you** will be covered please contact Staysure Customer Services.

## **Eligibility**

In order to be eligible for cover under this policy you must also be:

- a British National, spouse, or dependant of a British National permanently resident in Spain for six of the last twelve months;
- registered with a doctor in Spain, who will grant access to your medical records;
- travelling from and returning to Spain

## **Reciprocal Health Agreements**

#### EU, EEA or Switzerland

If you are travelling to countries within the European Union (EU), Iceland, Norway, Liechtenstein or Switzerland, it is a condition of this insurance policy that you obtain a European Health Insurance Card (EHIC). You can apply online at www.EHIC.org.uk or by telephoning 0300 330 1350. This will entitle you to benefit from the reciprocal healthcare arrangements which exist between countries.

In the event of liability being accepted for a medical expense which has been reduced by the use of a European Health Insurance Card **we** will not apply the deduction of the **excess** under Section 3 – Emergency Medical and Repatriation.

When you use your EHIC in a public medical facility your excess will not be deducted.

Australia and New Zealand

If **you** require medical treatment in;

- Australia you must enrol with a local MEDICARE office
- New Zealand **you** must go to a state medical facility and present **your** passport at the time of treatment

If you are admitted to hospital, contact must be made with Staysure Assistance as soon as possible.

### Travel within your country of residence

**PLEASE NOTE:** no cover is provided under Section 3a Emergency Medical & Repatriation, or Section 3b Hospital Daily Benefit when travelling within, or once **you** have returned to **Spain**. Limits also apply to other sections of this **policy**. Please see individual **policy** sections for further details.

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## Table of benefits

Section	Cover	Limits of cover Basic	Excess	Limits of cover Comprehensive	Excess
1	Cancellation	€500 *(optional €1,000/€3,000)	€100***	€5,000	€75***
2	Curtailment	€500 *(optional €1,000/€3,000)	€100	€5,000	€75
	Trip Interruption	€500	€100	€1,500	€75
	Pre-booked excursions	€300	Nil	€350	Nil
За	Emergency Medical & Repatriation Expenses	€5,000,000	€120	€10,000,000	€75
	Emergency Dental treatment	€250	€100	€400	€75
	Additional Accommodation     Travelling Costs	€2,000 per <b>trip</b>	Nil	€2,000 per <b>trip</b>	Nil
3b	Hospital Daily Benefit	No cover available	on Basic	€50 per each full 24 hour period up to €1,000	Nil
4a	Missed Departure	€500	€100	€1,500	€75
4b	Departure assistance and Missed connection within Spain	No cover available on Basic		€500	Nil
5	Travel Delay	€20 after the first full 12 hours then €10 for each full 12 hours, up to €300	Nil	€50 after the first full 12 hours then €10 for each full 12 hours, up to €1,500	Nil
6a	Personal Baggage	€300	€100	€2,500	€75
	Single article or pair	€250	€100	€400	€75
	Valuables	€250	€100	€500	€75
6b	Baggage Delay on your outward journey	No cover available	on Basic	€50 for first 24 hours up to €150 after 48 hours	Nil
6c	Personal Money and Passport	€300	€100	€500	€75
	Cash limit (18 years and over)	€250	€100	€500	€75
	Cash limit (under 18 years)	€150	€100	€150	€75
	Passport	€300	€100	€500	€75
7	Personal Accident				
	• Death	No cover available on Basic		**€20,000	Nil
	Loss of limb or Loss of sight			**€20,000	Nil
	Permanent Total Disability			**€20,000	Nil
8	Personal Liability	Nil*(€2,000,000)	€100	€2,000,000	€75
9	Hijack	No cover available	on Basic	€50 per full 24 hour period up to €5,000	Nil
10	Personal Assistance Services	No cover available on Basic		€250	Nil
11	Home Country Cover				
	Medical Transfer within Spain	€1,000	€100	€1,000	€75
	Additional Accommodation Costs	s €1,000 €100		€1,000	€75
12	Pet Care	No cover available on Basic		€35 per 24 hour period up to €350	Nil

## Table of benefits – optional sections of cover

Section	Cover	Limits of cover Basic	Excess	Limits of cover Comprehensive	Excess	
OPTIONA	AL Cover (available subject to addition	al premium and if show	n on your \	alidation Certificate)		
13	Optional Travel Disruption Extension					
	Extended cancellation or curtailment	€500 *(optional €1,000 or €3,000)	€100	€5,000	€75	
	Extended Travel Delay and Enforced Stay	Up to €1,000	Nil	Up to €1,000	Nil	
	Additional Overseas     Accommodation and     Repatriation cover	€1,000	€100	€1,000	€75	
	AL Cover Only available for Comprehe /alidation Certificate)	nsive policies (available	subject to a	additional premium and if sho	own	
14	Optional Winter Sports Cover					
	Winter Sport Equipment	No cover available on Basic		Up to €500	€75	
	• Ski Pass			€250	€75	
	Winter Sports Equipment Hire			€20 for each full day up to €300	Nil	
	• Ski Pack			€250	Nil	
	Winter Sports Equipment Delay			€20 for each full day up to €300	Nil	
	Piste Closure			€20 for each full day up to €200	Nil	
	Avalanche or Landslide			€20 for each full day up to €160	Nil	
15	Optional Golf Cover					
	Golf Equipment	No cover available on Basic		€5,000 (single article €500)	€75	
	Golf Equipment Hire			€500	Nil	
	Non-Refundable Golfing fees			€1,500	Nil	
	Hole-in-one cover			€300	Nil	
	Excess Waiver	No cover available on Basic		You must pay an additional premium		
	Increased Single Article Limit			and this must be requested at the time you purchase your policy. This cannot be added retrospectively.		
	100 day upgrade****	No cover available on Basic		You must pay an additional premium and this must be requested prior to the commencement of your trip.		

PLEASE NOTE: limits of cover are per Insured person unless otherwise shown. Only available subject to an additional premium being paid, and if shown on the Validation Certificate. "Limited to  $\leq$ 1,000 if the Insured Person is under 18 year of age. "\*\*The excess for loss of deposit claims is reduced to  $\leq$ 10. "\*\*\*Cover is only available on an annual multi-trip Comprehensive policy.

#### **Medical Declaration**

You must comply with the following conditions in order to have full protection under this policy. If you do not comply we may cancel the policy, refuse your claim or reduce the amount of any claim payment.

This insurance operates on the following basis.

To be covered, you must be fit and able to undertake your planned trip and;

- NOT travelling against the advice of a doctor (or would be travelling against the advice of a doctor had you sought his/her advice);
- NOT travelling with the intention of obtaining medical treatment, tests or consultation abroad:
- NOT travelling having been given a terminal prognosis

The insurance will also NOT cover you for any of your pre-existing medical conditions whether diagnosed or not, if you have any undiagnosed symptoms that require attention, or investigation in the future (that is symptoms for which you are awaiting investigations/consultations, or awaiting results of investigations, where the underlying cause has not been established), or are awaiting any medical procedure, surgery, radiotherapy, chemotherapy, or dialysis.

One of the following can be covered as standard if you are either awaiting surgery, or have not been fully signed off from all post-procedure follow ups providing you are not travelling against your doctor's advice in Spain. This must be accepted by Staysure and shown on your Validation Certificate and an additional premium may be required. Full cover will be provided except for cancellation or curtailment as a result of the condition you are awaiting surgery for.

Adenoidectomy Arthroscopic ligament repair Arthroscopy of ankle Arthroscopy of knee Arthroscopy of hip Audiogram Blephoplasty (Ptosis repair) Carpal Tunnel Syndrome release Cataracts removal Circumcision Colposuspension

Correction of hydrocele Digital excision arthroplasty (hammer toe repair) Dupuytren's repair

Ectropion repair

Endovenous laser treatment of varicose vein(s) Entropion repair

Excision of benign skin cyst Excision of benign skin lesion Excision of basal cell carcinoma of the skin Excision of epididymal cyst Excision of ganglion FESS (Functional endoscopic sinus surgery) Hip replacement Ingrown toenail repair Knee replacement Laparoscopic repair of hiatus hernia Laparoscopic repair of inguinal hernia Myringoplasty Osteotomy for hallux valgus (bunion) Reduction turbinates of nose Septoplasty Septo-rhinoplasty Strabismus correction Thyroidectomy for non-cancerous disease Toenail removal Tonsillectomy Varicose vein ligation

Varicose vein stripping

#### Where you are awaiting surgery

Full cover will be provided except for cancellation or **curtailment** as a result of the condition **you** are awaiting surgery for.

Where you have not been signed off from all postsurgery, or treatment follow-ups. Full cover will be provided except for medical and repatriation expenses arising as a result of, or related to the procedure you are awaiting to be signed off from.

Cancellation and curtailment cover will also not apply if you have booked the trip, or purchased the policy (whichever is later) after being informed of the need for you to have the procedure.

It is a condition of this **policy** that should **you** be awaiting sign-off from follow-ups relating to any of the procedures listed above that:

- 1. All surgical wounds have fully healed and no longer require dressing
- 2. All external stitches, sutures, or staples have been removed
- 3. There have been no complications, or infections after having had the procedure
- 4. Your mobility is no worse than it was before you had the procedure
- 5. You obtain a letter from your GP (doctor) confirming that **you** are medically fit enough to undertake this trip
- 6. You understand that this policy will not cover the cost of any follow-ups required during the insured trip

We would not cover you for any claim arising directly or indirectly from a pre-existing medical condition unless:

you have declared (when we ask) ALL pre-existing medical conditions to us; and

you have declared (when we ask) any changes to your health or prescribed medications; and

we have accepted the medical condition(s) for insurance in writing.

Each insured person who has a pre-existing medical condition must make a medical health declaration before each period of cover and, if there are any changes in their health or prescribed medication, prior to commencement of the period of cover, before departing on any trip and throughout the life of your policy. We will ask you specific questions which you must answer accurately and to the best of your knowledge. Failure to do so may invalidate your cover.

We may require you to obtain a Medical Report from your doctor, or consultant in order for us to assess whether cover applies. Obtaining this Medical Report shall be at your own expense. Based on our assessment of the medical information supplied to us, we will decide whether or not we can continue to insure you, and on what basis. Please see Changes to your health after purchasing your policy on page 4 for more details.

To declare a **pre-existing medical condition** or a change in **your** state of health or prescribed medication, **you** must call **our** Customer Services on 952 010 024

You should also refer to the General Exclusions.

## Important information

#### Insurer

This insurance is underwritten by ERGO Seguros de viaje Sucursal en España, an ERGO Group Company registered in Germany as ERGO Reiseversicherung.

## **ERGO Regulator**

ERGO Seguros de Viaje is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN – www.bafin.de) and the Dirección General de Seguros y Fondos de Pensiones of the Ministry of Economy of Spain.

Our Firm Reference number is E-0217.

#### **Contract of Travel Insurance**

This policy, together with the Validation Certificate forms a contract of insurance between you and ERGO Seguros de Viaie. It contains certain conditions and

exclusions in each section and General Conditions and General Exclusions that apply to all sections. You must meet these conditions or we may not accept your claim.

Conditions and exclusions will apply to individual sections of **your policy** while General Exclusions, Conditions and Notes will apply to the whole of **your policy**.

Your policy is a legal contract based on the information you supplied when applying for this insurance. We rely on that information when we decide if we can provide cover and what premium you will pay. Therefore it is essential that all the information given to us is correct and that you have answered our questions fully and accurately. Failure to do so may prejudice your entitlement to claim.

#### Age limits

For cover to apply you must be;

- a) 85 years of age or under at the time you buy your policy if you have purchased single trip, or annual multi-trip cover, or
- b) 75 years of age or under, if **you** have purchased a long stay **policy**, or
- c) 70 years of age or under at the time you buy your policy if you have purchased winter sports cover.

#### Maximum trip durations

#### Single trip policies -

Cover applies for the duration of **your trip** as stated on **your Validation Certificate** provided it does not exceed a maximum of 104 days.

#### Long stay policies -

Cover applies for the duration of your trip as stated on your Validation Certificate provided it does not exceed a maximum of;

Age	Region 182	Region 3	Region 4
0-65	366 days		
66-70	366 days	276 days	184 days
71-75		184 days	123 days

#### Annual Multi-Trip policies –

Age	Annual Multi-Trip	
0-70	Maximum 50 days in any one <b>trip</b> *	402 de chestel
71-85	Maximum 35 days in any one <b>trip</b>	183 days in total

\*If you are under 71 years of age you can increase your 50 day trip duration limit to 100 days for one trip, when an additional premium has been paid and this is shown on your Validation Certificate.

- irrespective of the number of individual trips you take in each period of cover, you must not exceed 183 days travelling
- trips solely within Spain are only insured if you have pre-booked at least two consecutive nights' paid accommodation

#### Please note:

- if you are under 71 years of age and have purchased a Comprehensive annual multi-trip policy, you are covered when taking part in one winter sports trip of up to 21 consecutive days during the period of cover
- any trip that had already begun when you purchased this insurance will not be covered, except where you renew an existing Staysure annual multi-trip policy with the same level of cover prior to its expiry, which fell due for renewal during the trip
- your policy is automatically extended until your return home to Spain due to an insured event
- if you travel for more than the number of days for which you have paid for cover you will not be covered after the last day for which you have paid, unless agreed by us in writing
- an insured adult can travel independently, however, an insured child must travel with a responsible adult over the age of 18 years for the duration of the trip.

## **Geographical Areas**

We provide cover only for travel to the geographical areas, or countries shown on your Validation Certificate.

We do not provide cover to those countries or parts of countries where the Foreign & Commonwealth Office (FCO), or World Health Organisation (WHO) have advised against all, or all but essential travel.

For cover to apply **you** must have paid the required **premium** for the country, or countries **you** plan to travel, and this is shown on **your Validation Certificate**.

### **Policy limits**

All sections of **your policy** have limits on the amount **we** will pay. Some sections also have other specific limits, for example: for any one item, or for **valuables** in total. Please check **your policy** carefully.

#### Period of cover

Cover under Section 1 (Cancellation) starts at the time you book the trip or pay the insurance premium, whichever is later. If you have purchased an annual multi-trip policy, cover under Section 1 (Cancellation) starts at the time that you book the trip or the first day of the period of cover as shown on your Validation Certificate, whichever is later. In every case cover under Section 1 (Cancellation) ends as soon as you start your trip.

Cover under all other sections starts when you leave your home address in Spain (but not earlier than 24 hours before the booked departure time) or from the first day of the period of cover as shown on your Validation Certificate, whichever is the later.

Cover ends when you return to your home in Spain (but not later than 24 hours after your return to Spain) or at the end of the period of cover as shown on your Validation Certificate, whichever is earlier.

Cover cannot start after **you** have left **Spain**. Each **trip** must begin and end in **Spain** and a return ticket must have been booked prior to departure.

Cover is provided subject to the maximum **trip** durations shown on page 9.

### **Upgrades**

This **policy** contains different levels of cover, some of which do not apply unless **you** have paid the appropriate additional **premium**.

Any extra benefit **you** have purchased will be shown on **your Validation Certificate**.

Please read the **policy** carefully and ensure the cover reflects **your** requirements.

Upon the payment of an additional **premium**, **you** may upgrade **your** travel insurance coverage by purchasing any of the following upgrades prior to commencement of **your trip**:

#### Cruise cover

Cruise trips are not covered under this policy unless you have selected this option and paid the additional premium at the time of purchasing your policy. For cover to apply "Cruise: Covered" must appear on your Validation Certificate.

### **Optional Winter Sports Cover**

Please refer to the Optional **Winter Sports** Cover Section 14 in this **policy** for full details.

#### **Optional Golf Cover**

Please refer to the Optional Golf Cover Section 15 in this **policy** for full details.

#### Optional 100 day Extension

This allows **you** to extend the 50 day **trip** duration limit to 100 days for one **trip** under this **policy**, provided **you** are aged 70 or under.

#### Residency

At the time you buy or renew this policy, you and all other insured persons must:

- have your main home in Spain and have resided there for more than 6 of the previous 12 months
- · be registered with a local doctor
- have a valid European Health Insurance Card (EHIC)

#### Law

This Insurance Contract shall be subject to the terms, conditions and exclusions shown within this **policy** document, as applicable, in accordance with the provisions of Act 50/1980, of 8 October, on Insurance Contracts, the Act on the Regulation, Supervision and Solvency of Insurers and Reinsurers (Act 20/2015, of 14 July) and its Implementing Regulations, and any other applicable law that is in force during the **policy** period.

### Language

The Terms and Conditions of this **policy** will only be available in English and all communication relating to this **policy** will be in English.

### **European Union (EU) Travel Regulations**

Under the European Union (EU) travel regulations, you are entitled to claim compensation from your carrier if any of the following happen:

- Denied boarding and cancelled flights if you check in on time but you are denied boarding because there are not enough seats available or if your flight is cancelled, the carrier must offer you financial compensation.
- 2. Long delays If **your** flight is delayed for more than five hours, the airline must offer to refund **your** ticket.
- Baggage If your checked-in baggage is damaged or lost by an EU airline, you must claim compensation from the carrier within seven days. If your checked-in baggage is delayed, you must claim compensation from the carrier within 21 days of its return.

Please see page 39 for more information.

#### Personal liability

No liability cover will apply under this **policy** if **you** use any form of mechanically propelled vehicle, and **you** should ensure that **you** have alternative cover for **third party** injury or property damage in place. Please see Section 8 for more details.

#### Reasonable care

You must take all reasonable care to protect yourself and your belongings, and generally act as if you were uninsured.

#### **Definition of words**

Wherever the following words and phrases appear in this **policy** in bold they will always have the meanings shown under them. Please also see Section 7.

Accident(s)/Accidental – An unexpected event which results in your bodily injury, which is due to a violent sudden and external cause occurring during a trip. This must occur at an identifiable time and place.

The following are also defined as **accidents** under the terms of this **policy**:

Asphyxia or injuries caused by gases or vapours, immersion or submersion, or from the consumption of liquid or solid matter other than foodstuffs.

Infections resulting from an **accident** covered by the **policy**.

Injuries sustained as a result of self-defence. Injuries sustained as a result of unavoidable exposure to the elements.

#### Active participation –

- the act of any person, whether combatant or non-combatant, supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in War and Civil Unrest, or Terrorism.
- the act of any person voluntarily entering an area known at the time to be subject to War and Civil Unrest or against the advice of the Foreign and Commonwealth Office. See www.fco.gov.uk.

**Bodily injury** – An identifiable physical injury sustained by **you** caused by violent, sudden, unexpected, external and visible means.

Carrier – A scheduled or chartered aircraft (excluding all non-pressurised single engine piston aircraft), land (excluding any hired motor vehicle) or water conveyance licensed to carry passengers for hire.

Cash – Valid coins, bank and currency notes.

**Close relative(s)** – The following persons only:

the person that you live with, in a relationship for

at least 6 months at the same address, whether married or cohabiting (as if husband and wife) regardless of gender;

 your children (including step, fostered or adopted children), grandchildren, parents, grandparents, brothers, sisters, parents-in-law, sons/daughtersin-law and brothers/sisters-in-law

You may be required to demonstrate the existence of the relationship.

Complications of pregnancy and childbirth – The following conditions only:

Toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post-partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency Caesarean sections/medically necessary termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

**Contamination** – Poisoning, or prevention and/or limitation of the use of objects due to the effects of nuclear, chemical, biological and/or radioactive substances.

Couple – you and your wife, husband, civil partner or partner who lives with you in a relationship for at least 6 months at the same address as you, regardless of gender. On an annual multi-trip policy insured adults can travel independently.

Cruise – Trips on ocean or river cruise-ships/boats. No cover is provided for cruise holidays unless you have declared this to us and "Cruise: Covered" is shown on your Validation Certificate. Payment of an additional premium may be required. A ferry crossing does not constitute a cruise.

#### Curtailment/curtail/curtailed - Either:

- a) cutting short the trip by immediate direct early return to Spain, in which case claims will be calculated from the day you returned to Spain and based on the number of complete days of your trip you have not used, or
- b) being a hospital in-patient outside of Spain for a period in excess of 48 hours.

**Cyber-terrorism** – The use of disruptive activities, or the threat thereof, against computers and/or networks, with the intention to cause real-world harm or severe disruption of infrastructure.

**Destination** – The geographic area through or to which **you** travel during **your trip**.

**Doctor** – A legally licensed member of the medical profession, or medical practitioner recognised by the

law of the country where treatment is provided and who, in rendering such treatment is practising within the scope of his/her licence and training, and who is not related to you, or any travelling companion.

ERGO/we/our/us: ERGO Seguros de Viaje.

Excess – an amount deducted per insured person, per policy section for each incident which results in a claim. The excess amount is shown under each section in the table of benefits.

Family – you and your wife, husband, civil partner or partner who lives with you in a relationship for at least 6 months at the same address as you, regardless of gender, your unmarried dependent children (including adopted, fostered and stepchildren) under the age of 18 years (or under the age of 21 if in full-time education), living in the same household, including children living away from home in full time education.

Hijack – The unlawful seizure or wrongful exercise of control of an aircraft, train or sea vessel that you are travelling in as a fare paying passenger.

Home – your principal place of residence, which is used for domestic purposes, within **Spain**.

Illness/Illnesses – Any condition, disease, set of symptoms or sickness leading to a change in your health, and as diagnosed and confirmed by a doctor during the period of cover, which is not a pre-existing medical condition unless the pre-existing medical condition has been disclosed to us and accepted in writing by us.

**Insured person/you/your/yourself** – Each person named on the **Validation Certificate**, and for whom the required **premium** has been paid.

Limits of cover – Unless stated to the contrary, our maximum liability in any one period of cover is limited to the amount stated in each section, per insured person.

Manual work – Work involving physical labour (not including office and clerical work, bar and restaurant work, music performance and singing, or fruit picking which does not involve working at heights or the use of machinery).

Medical condition – Any medical or psychological disease, sickness, conditions (whether diagnosed, undiagnosed or a set of symptoms), illness or injury, that has affected you, or any close relative, close business associate, travelling companion, or person with whom you intend to stay whilst on your trip.

Medical health declaration – The complete, true and accurate answers to our questions regarding medical information that needs to be declared to us before each period of cover by any insured person who has suffered from a pre-existing medical condition.

**Medical officer** – An appropriately licensed and qualified medical professional employed or contracted by **us** or by Staysure Assistance, experienced in the assessment of the requirements of medical treatment abroad and repatriation.

Pair or set – A number of items of personal baggage considered as being, similar or complementary, to one another, or used together

Personal baggage – Baggage, clothing, personal effects (excluding golf equipment, winter sports equipment, ski pass, and valuables) and other articles which belong to you (or for which you are legally responsible) which are worn, used or carried by you during a trip, excluding any vehicle, caravan or trailer.

PLEASE NOTE: This travel insurance policy is not intended to cover expensive items for which you should take out full 'personal possessions' insurance under your home contents policy.

Personal Money – Cash, travellers' and other cheques, travel tickets, event and entertainment tickets and your personal credit/debit or charge cards.

Policy – This contract of insurance, including the Validation Certificate and any endorsements, or appendices to it.

Premium – The sum that you must pay us for this policy, including any surcharges and taxes legally applicable. Except where otherwise stated, all amounts shall be expressed in Euros and the € symbol will be used.

#### Pre-existing medical condition -

- any past or current medical condition that has given rise to symptoms, or for which any form of treatment, or prescribed medication, medical consultation, investigation, or follow-up/checkup, has been required, or received, during the 2 years prior to the commencement of cover under this policy and/or prior to any trip: and
- any cardiovascular or circulatory condition (e.g. heart condition, hypertension, blood clots, raised cholesterol, stroke, aneurysm, brain haemorrhage) that has occurred at any time prior to the commencement of cover under this policy and/or prior to any trip

Public transport – Any publicly licensed aircraft, sea vessel, train or coach on which **you** are booked to travel, operating according to a published timetable.

**Secure baggage area** – Any of the following, as and where appropriate:

the locked dashboard, boot or locked baggage

- compartment of a hatchback vehicle fitted with a lid closing off the baggage area, or of an estate car with a fitted and engaged tray or roller blind cover behind the rear seats
- the fixed storage units of a motorised or towed caravan
- a locked baggage box, locked to a roof rack which is itself locked to the vehicle roof

Single article – Any one article or pair or set of articles (including golf clubs) or collection which is used or worn together, except when the optional golf cover section is purchased and shown in the Validation Certificate (then the single article limit applies to each individual golf club and not the set as a whole).

Single parent family – One adult and all of his/ her unmarried dependent children (including adopted, fostered and step-children) under the age of 18 years (or under the age of 21 if in fulltime education), living in the same household, including children living away from home in full time education.

Spain – The Spanish mainland and all minor outlying islands including the Balearic and Canary Island along with Ceuta and Melilla.

**Sports and activities** – The activities listed under Sport and Activities on pages 36 and 37.

Strike or industrial action – Any form of industrial action, whether organised by a trade union or not, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods, or the provision of services.

Terrorism – An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

Terrorist Event – An incident of terrorism specifically involving loss of life, or serious injury that results in a state of emergency being declared by the UK Government, or the government of the country to which you are booked to travel.

**Theft** – The dishonest appropriation of property by another person with the intention of permanently depriving **you** of it.

Third party – Any natural person or legal entity other than:

- · you;
- your close relative(s);
- · your business partners, directors and employees

Travelling companion – A person(s) with whom you have booked to travel on the same travel itinerary, and without whom your travel plans would be impossible.

**Trip(s)** – A holiday or journey for leisure purposes that takes place during the period of cover which begins when **you** leave **home**, and ends when **you** return **home**, or to a hospital or nursing **home** in **Spain**, whichever is earlier. For single **trip** cover, any other holiday or **trip** which begins after **you** get back **home** is not covered.

Unattended – When you cannot see and/or are not close enough to your property, or vehicle, to prevent unauthorised interference with, or theft of, your property or vehicle.

Validation Certificate – The document that sets out the names of the insured persons, the geographical limits, the period of cover, any other special conditions and terms, and which forms an integral part of this policy.

Valuables – Jewellery, antiques, articles made of gold or silver or other precious metals, precious or semi-precious stones, musical instruments, furs or leather clothing, watches, binoculars, telescopes, photographic equipment, electronic audio or digital media, games consoles, laptops, tablets and other computer equipment and handheld electronic devices including but not limited to MP3 players, MP4 players, iPods, iPads, Kindles, and the like and associated software.

War and civil unrest – War or warlike operations (whether war is declared or not), civil war, invasion, acts of foreign enemies, hostilities, mutiny, uprising, rebellion, revolution, riot, insurrection, civil commotion, conspiracy, military or usurped power, martial law or state of siege.

**Weapons of mass destruction** – The use of atomic, biological or chemical weapons or **contamination**.

Winter sports – Ice-skating (outdoor), guided cross country skiing (Nordic skiing), on-piste skiing, on-piste snowboarding, on-piste mono skiing, glacier skiing, off-piste skiing or off-piste snowboarding on recognised and authorised areas only (both) and tobogganing.

Winter sports equipment – Skis, mono-ski or snowboard, ski boots, ski bindings and ski poles.

## Important limitations

Cancellation, Curtailment & Trip Interruption cover

This **policy** will NOT cover any claims under Section 1 (Cancellation) or Section 2 (**Curtailment**  or Trip Interruption) arising directly or indirectly from any pre-existing medical condition known to you prior to the commencement of the period of cover affecting any close relative or travelling companion not insured under this policy.

You should also refer to what is not covered under Sections 1 and 2 and the General Exclusions.

#### **Section 1 Cancellation**

Cancellation applies for booked **trips** taking place within the period of cover that **you** are forced to cancel because of one of the following, which are beyond **your** control, and of which **you** were unaware at the time **you** booked **your trip** or purchased the cover (whichever is later).

#### What is covered:

We will pay up to a maximum of €500 for Basic cover or €5,000 for Comprehensive cover (an increase to €1,000/€3,000 cover option on Basic may be available, please see the table of benefits for details) per insured person for your non-refundable deposits and amounts you have paid (or you are contracted to pay), for your travel and accommodation (including pre-paid excursions up to €300 for Basic cover and €350 for Comprehensive cover), and up to €350 (€175 for loss of deposit), Comprehensive cover only, for pre-paid kennel or cattery fees which you do not use because of the following:

- a) you, a close relative, travelling companion or any person with whom you have arranged to stay during the trip suffers unforeseen illness, injury or, death.
- b) you abandon your trip following a delay of more than 12 hours to the departure of your outward trip that is covered within Section 5 Travel Delay.
- c) you or any person with whom you plan to travel being called for Jury Service or being summoned as a witness in a Court of Law (other than in a professional or advisory capacity).
- d) **you** being made redundant, provided **you** qualify for a redundancy payment under current legislation in **Spain**.
- e) your presence is required by the Police because of accidental damage, burglary, flooding or fire which has affected your home, and has occurred within 48 hours before the start of your trip, when the damage is in excess of €1,500.
- f) the Foreign and Commonwealth Office issue a directive advising against all, or all but essential travel to your trip destination because of an earthquake, fire, flood, or hurricane.

### Section 2 Curtailment & Trip Interruption

Curtailment & Trip Interruption cover applies if you are forced to cut short a trip you have commenced, and return to Spain, because of one of the following, which are beyond your control, and of which you were unaware at the time you booked your trip or purchased the cover (if later):

#### a) Curtailment

#### What is covered:

We will pay up to €500 for Basic cover (unless you have purchased the optional €1,000/€3,000 add on) or €5,000 for Comprehensive cover for your non-refundable deposits and amounts you have paid (or you have contracted to pay), for your travel and accommodation (including pre-paid excursions up to €300 for Basic cover and €350 for Comprehensive cover) which you do not use because of your inability to complete the trip due to:

- a) an unforeseen illness, injury or death of you, a close relative, travelling companion or any person with whom you have arranged to stay during the trip.
- b) you or any person with whom you plan to travel being called up for Jury Service or being summoned as a witness in a Court of Law (other than in a professional, or advisory capacity).
- c) accidental damage, burglary, flooding or fire affecting your home, occurring during your trip, when the loss relating to your home is in excess of €1,500 or your presence is required by the Police in connection with such events.

## b) Trip interruption

#### What is covered:

We will pay up to €500 for Basic cover and €1,500 for Comprehensive cover if you need to return unscheduled to Spain during a trip because of:

- a) the death, imminent demise, or hospitalisation due to serious accident or illness, of a close relative:
- b) accidental damage, burglary, flooding or fire affecting your home during your trip, when the loss relating to your home is in excess of €1,500 or your presence is required by the Police in connection with such events.

#### Note:

We will pay necessary additional travelling costs incurred in returning you home on condition that you contact us first, and you have a valid claim.

We will also pay necessary additional travel costs in transporting you back to the location abroad if the situation permits, assuming the period of your original booked trip has not expired.

Flights will be limited to one economy class ticket for each **insured person**.

We will compensate you for the proportionate cost of any non-refundable unused pre-paid accommodation.

The maximum amount **we** will pay under Section 2 in total for **curtailment** and **trip** interruption claims is €5,000 per **insured person**.

## Special conditions relating to claims under Sections 1 and 2

- You must obtain a Medical Certificate specifying the unforeseen illness or injury from the doctor in attendance to confirm the necessity to cancel your trip, or return home.
- In the event of curtailment or trip interruption you must contact us first to obtain our prior approval and where possible allow us to make all the necessary travel arrangements to bring you home.
- 3. We will make all necessary repatriation arrangements at your cost and we will arrange appropriate reimbursement as soon as the claim has been validated in the event you are unable to provide a Medical Certificate.
- 4. You must notify the carrier or travel agent immediately that you know the trip is to be cancelled, or curtailed, to minimise your loss as far as possible. If you fail to notify the carrier or travel agent immediately, our liability shall be restricted to the cancellation charges that would have applied had such a failure not occurred.
- 5. If your claim is because your presence is required by the Police in connection with accidental damage, burglary, flooding or fire affecting your home in the 48 hours before, or during your trip, you must produce to us written documentation from the Police confirming that the loss or damage occurred during the trip – otherwise no claim will be paid.
- Curtailment claims will be calculated from the date you return to Spain, or the date you are hospitalised as an in-patient, for the rest of your trip.

#### What is not covered: under Sections 1 and 2

- 1. the policy excess per insured person per claim;
- disinclination to travel, or continue travelling, unless your change of travel plans is caused by one of the circumstances listed under 'what is covered';

- any claim arising directly or indirectly from a known pre-existing medical condition unless you have declared all pre-existing medical conditions to us and we have written to you accepting them;
- cancellation, curtailment or trip interruption caused by pregnancy or childbirth unless the cancellation is certified by a doctor as necessary due to complications of pregnancy and childbirth;
- claims arising from an actual or planned strike or industrial action which was common knowledge at the time you booked the trip or purchased the cover (if later);
- any costs in respect of any unused prepaid travel expenses when we have paid to repatriate you;
- failure by the provider of any part of the booked trip to supply the service or transport (whether as the result of error, insolvency, bankruptcy, liquidation, omission, default or otherwise), unless the event is specifically covered by this policy. You should direct any claim in this case to the provider involved;
- anything for which the company providing your transport or accommodation, their agents, or any person acting for you is responsible;
- 9. **your** vehicle being stolen, broken into or vandalised or breaking down;
- you no longer being able to afford to go on the planned trip;
- 11. any claim arising as a result of attendance of an insured person, or any other person on whom the trip depends, in a Court of Law. This exclusion will not apply if you are called up for Jury Service or are summoned as a witness (other than in any professional or advisory capacity);
- any costs relating to airport taxes or air passenger duty. You should obtain a refund from your carrier for such charges;
- any claim caused by work commitment or amendment of your holiday entitlement by your employer;
- 14. any claim resulting from your inability to travel, or continue travelling due to an insured person's failure to hold, obtain or produce a valid passport or any required visa in time for the booked trip;
- 15. prohibitive regulations by the Government of any country, or delay or amendment of the booked **trip** due to Government action;
- 16. the death or illness of any pet or animal;
- 17. anything mentioned in the General Exclusions.

#### Section 3a

#### **Emergency Medical & Repatriation Expenses**

If you have a medical emergency while on your trip or if you have to come home early or have to extend the length of your trip due to illness or injury, you must contact Staysure Assistance as soon as you can on +44 1403 289 161 or +1 833 780 0661 (when calling from within the USA and Canada), giving your name, policy number, and as much information as possible.

To comply with the Terms and Conditions of the insurance you must contact us as soon as possible. You MUST obtain our prior authorisation before incurring any expenses over €350, except in case of emergency. If you are physically prevented from contacting us immediately, you or someone designated by you must contact us within 48 hours.

#### What is covered:

We will pay up to €5,000,000 for Basic cover and €10,000,000 for Comprehensive cover for each insured person who suffers sudden and unforeseen bodily injury, or illness, or who dies during a trip outside of Spain for the following:

- a) medical expenses (including transportation to the nearest suitable hospital) for the immediate needs of an unforeseen medical emergency, when deemed necessary by a recognised doctor and agreed by our medical officer.
- b) up to €250 for Basic cover and €400 for Comprehensive cover in total for emergency dental treatment as long as it is for the immediate relief of pain only, or for emergency repairs to dentures, or orthodontic appliances carried out solely to alleviate distress in eating.
- c) up to €5,000 for the usual and customary burial, or cremation of a deceased insured person should you die during a trip outside of Spain; or the cost of returning an insured person's body or ashes to Spain.
- d) additional travelling costs to repatriate you home when recommended by our medical officer.
- e) the cost of a medical escort if considered necessary by **our medical officer**.
- f) up to €2,000 for **you** to extend **your** stay, if Staysure Assistance agrees that it is medically necessary for:
  - i. extra accommodation (room only) and travel expenses (economy class travel unless an upgrade is deemed to be medically necessary and this is authorised by Staysure Assistance) to allow you to return to Spain; and
  - ii. extra accommodation (room only) for

- someone to stay with **you** and travel **home** with **you** if this is deemed necessary by a **doctor** and agreed by **our medical officer**; or
- iii. economy class travel expenses for one relative or friend to travel from Spain to stay with you (room only) and travel home with you if this is deemed necessary by our medical officer; or
- iv. economy class travel expenses to return your children who are under 18 years of age and insured under this policy home, if you are incapacitated and there is no other responsible adult to supervise them. If no one is available, a competent person will be provided to accompany the children home.
- v. we will not deduct your excess if you use your EHIC.
- g) the cost of taxi fares, for travel to, or from hospital relating to your admission, discharge, attendance for outpatient treatment, or appointments, or for collection of medication prescribed by the hospital only.
- h) the cost of telephone calls to Staysure Assistance notifying and dealing with the emergency, or any costs incurred by **you** when **you** receive calls on **your** mobile telephone from Staysure Assistance.

We reserve the right to limit payment to what our medical officer deems to be reasonable.

If our medical officer advises a date when it is feasible and practical to repatriate you, but you choose instead to remain abroad, our liability to pay any further costs under this section after that date will be limited to what we would have paid if your repatriation had taken place.

### What is covered when travelling within Spain:

Where you have purchased an annual multi-trip policy and you are travelling solely within Spain during your trip of 2 or more consecutive nights in pre-booked accommodation we will pay up to €1,000 for:

- a) extra transport and accommodation for you and one other person who stays with you, or who has to travel to you from within Spain and/or travel back with you, if this is necessary due to medical advice.
- b) your body or ashes to be transported home.

#### Special conditions relating to claims

- You must give notice as soon as possible to Staysure Assistance of any bodily injury, illness or complications of pregnancy and childbirth which necessitates your admittance to hospital as an in-patient or before any arrangements are made for your repatriation.
- 2. In the event of your bodily injury, illness, or complications of pregnancy and childbirth we reserve the right to relocate you from one hospital to another and arrange for your repatriation to Spain at any time during the trip. We will do this if the doctor in attendance and our medical officer agree you can be moved safely and/or travel safely to Spain to continue treatment.
- 3. Funeral costs, or the costs of transporting mortal remains must be authorised in advance by Staysure Assistance.

#### What is not covered under Section 3a:

- 1. any medical costs within Spain.
- the excess, unless you used an EHIC card, or any other kind of reciprocal health agreement.
- 3. any costs greater than €350 which have not been authorised by **us** in advance.
- 4. treatment in a private hospital or clinic abroad where a suitable public or state facility is available.
- 5. any claim if **you** have not complied with the conditions of the medical declaration section.
- 6. the cost of replacing medication that **you** were using before, or need to take during **your trip**.
- 7. any claim for rehabilitation treatments unless authorised in advance by Staysure Assistance.
- 8. any claim for medical treatment for any complication as a result of a voluntary termination of pregnancy.
- 9. the cost of cremation or burial in **Spain**.
- the replacement or repair of artificial or false teeth or dental work involving the use of precious metal.
- 11. the cost of telephone calls, or any costs incurred by **you** when **you** receive calls other than calls to and from Staysure Assistance notifying and dealing with the emergency.
- 12. the cost of treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury** or **illness** which necessitated **your** admittance into hospital.

- any expenses which are not usual, reasonable or customary to treat your bodily injury or illness.
- 14. any form of treatment, or surgery which in the opinion of the doctor in attendance and our medical officer can be delayed until your return to Spain.
- 15. additional costs arising from single or private room accommodation.
- 16. any expenses incurred after **you** have returned to **Spain**.
- 17. normal pregnancy, without any accompanying complications of pregnancy and childbirth. this section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
- 18. anything mentioned in the General Exclusions.

#### Section 3b Hospital Daily Benefit

PLEASE NOTE: this section of cover is only included in Comprehensive Cover policies. No cover is provided under this section when travelling within, or once you have returned to Spain.

#### What is covered:

We will pay you €50 per complete 24 hour period of in-patient treatment up to a maximum under this policy of €1,000 for a valid claim under Section 3a (Emergency Medical & Repatriation), if you are admitted to a recognised hospital abroad as an in-patient for more than 24 continuous hours and you are treated under a reciprocal health agreement, such as the EHIC when travelling within Europe, or Medicare when travelling within Australia.

This payment is to contribute towards additional expenses such as taxi fares and phone calls incurred during **your** stay in hospital.

#### Special conditions relating to claims

**You** must call Staysure Assistance where possible before **you** are admitted to hospital.

#### What is not covered under Section 3b:

- any claims arising directly or indirectly from your hospitalisation in a private medical facility where no part of your medical costs have been covered by the EHIC, or any similar reciprocal health agreement.
- 2. any claims arising directly or indirectly from:a) any additional period of hospitalisation,

- compulsory quarantine or confinement to **your** accommodation:
- b) relating to treatment or surgery, including exploratory tests, which are not directly related to the bodily injury or illness which necessitated your admittance into hospital.
- c) relating to treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
- d) following your decision not to be repatriated after the date when in the opinion of Staysure Assistance it is safe to do so.
- 3. hospitalisation, compulsory quarantine or confinement to **your** accommodation:
  - a) relating to any form of treatment or surgery which in the opinion of the doctor in attendance and our medical officer can be delayed reasonably until your return to Spain.
  - b) occurring in Spain and relating to either private treatment or tests, surgery or treatment, the costs of which are funded by, or are recoverable from the Health Authority in Spain.
- any claim if you have not complied with the conditions of the medical declaration section.
- 5. anything mentioned in the General Exclusions.

#### Section 4a Missed Departure

#### What is covered:

We will pay you up to €500 for Basic cover and €1,500 for Comprehensive cover, for reasonable additional travelling and accommodation expenses necessarily incurred to reach your overseas destination or to return to Spain by the most direct route.

If you arrive at the airport, port or international coach or rail terminal to depart too late to commence the first outward international journey abroad of your booked trip, as a result of:

- a) breakdown of or accident directly involving the vehicle in which you are travelling; or
- b) cancellation or curtailment of scheduled public transport due to adverse weather conditions, strike, or industrial action, or mechanical breakdown, or accident.

We will provide assistance by liaising with the carrier and/or tour operator to advise of your late arrival. If necessary, we will make arrangements for overnight hotel accommodation and alternative international travel.

#### Section 4b

## Departure Assistance within Spain & Missed Connection within Spain

PLEASE NOTE: this section of cover is only included in Comprehensive Cover policies.

#### What is covered:

We will pay up to €500 for costs incurred should you be delayed or miss your connection as follows:

#### On your outward journey:

If you are delayed in Spain during your internal/connecting journey to your international airport, port, coach, or rail terminal, as a result of disruption, cancellation, delay, suspension, failure, or alteration of public transport, or breakdown, or accident immobilising the private vehicle in which you are travelling:

- a) we will provide assistance to enable you to continue your journey to your international departure point within Spain;
- b) we will provide alternative transport or emergency local help where necessary, including the towing of your vehicle to the nearest garage.

#### On your return to Spain:

If your main international air, sea, coach or rail carrier is delayed and you miss your pre-booked and pre-paid internal travel connection by scheduled public transport within Spain, we will:

- a) assist you to reach home from the point where you transfer from the main international air, sea, coach or rail carrier;
- b) liaise with the onward transport provider to advise of your late arrival and will, if necessary, make alternative travel arrangements to enable you to get home.

Should you arrive at your transfer point within Spain on time but you are unable to continue home as planned due to the disruption, cancellation, delay, suspension, failure or alteration of your planned internal travel connection by scheduled public transport; or the immobilisation or theft of the private vehicle in which you proposed to travel we will:

 a) provide necessary alternative transport, local emergency assistance, recovery of the private vehicle and the passengers to their home or overnight accommodation whilst awaiting repairs to the private vehicle.

## Special conditions relating to claims under Sections 4a and 4b

- You must make every effort to commence and complete the journey to your departure point and check in for the flight, sea crossing, coach or train journey on time.
- You must obtain written confirmation from the carrier stating the period of, and the reason for, the delay.
- For claims arising from an accident to, or breakdown of a private vehicle in which you are travelling, you must obtain written confirmation from the emergency breakdown services or repairers of the location and reason for the breakdown or the Police Accident Report.
- 4. Where your private vehicle in which you are travelling or intending to travel cannot be used as a result of breakdown or accident, we will pay for 1 hour's roadside assistance (excluding any replacement parts) and towing charges to the nearest garage. For claims under Section 4b only.
- Claims arising from traffic congestion must be evidenced with written confirmation from the local transport authority of the location and duration of the delay.

#### What is not covered under Sections 4a and 4b:

- claims arising from actual or planned strike or industrial action which was common knowledge at the time you booked the trip or purchased, renewed or extended this insurance;
- additional costs where the scheduled public transport operator has offered alternative travel arrangements;
- 3. breakdown of the private vehicle in which **you** are travelling if it has not been regularly serviced;
- 4. claims under Section 4b in addition to claims under Section 5 (travel delay);
- 5. claims due to **you** allowing insufficient time to complete **your** journey to the departure point;
- 6. anything mentioned in the General Exclusions.

## Section 5 Travel Delay What is covered:

We pay up to €20 for the first full 12 hours and €10 for each following full 12 hour period thereafter, up to a total of €300 for Basic cover and €50 for the first full 12 hours then €10 for each following full 12 hour period thereafter, up to a total of €1,500 for Comprehensive cover if the intended departure of your first outward or final inward international flight, sea crossing or coach or train journey forming part

of a booked **trip**, is delayed as a direct result of strike or industrial action, adverse weather conditions, failure of air traffic control systems, or mechanical breakdown of aircraft, sea vessel, coach or train.

Alternatively **you** can choose to abandon **your trip** and submit a Cancellation claim under Section 1, should **you** experience a delay as specified above, of more than 12 hours beyond the intended departure time.

#### Special conditions relating to claims

- 1. If **you** decide to abandon **your trip** no benefit under this section will apply.
- 2. **You** must check in according to the itinerary supplied to **you**.
- Compensation for flight delays will only be payable if you were a pre-booked fare paying passenger on a fully licensed passenger aircraft.

#### What is not covered:

- claims where you have not obtained written confirmation from the carrier stating the period and reason for delay;
- claims under this section in addition to claims under Section 1 (cancellation) and Section 4 (missed departure);
- 3. anything mentioned in the General Exclusions.

### Section 6a Personal Baggage What is covered under Section 6a:

We will pay up to an overall maximum of €300 for Basic cover and €2,500 for Comprehensive cover, if your personal baggage is damaged, stolen, destroyed, or lost (and not recovered) during the course of a trip.

Within this amount the following sub-limits apply:

- a) we will pay up to €250 for Basic cover and €400 for Comprehensive cover for any single article, or for any one pair or set of articles, where you are able to provide the original receipt, or proof of ownership.
- b) we will only pay up to €250 for all articles lost, damaged or stolen per incident if you cannot provide satisfactory proof of ownership and value.
- c) we will only pay up to €50 for any single article, or for any one pair or set of articles, if you cannot provide an original receipt or other satisfactory proof of ownership and value (for example, a photograph of you wearing the article) to support the claim. Evidence of replacement value is insufficient.

- d) we will pay up to €250 for Basic cover and €500 for Comprehensive cover in total for valuables owned by you, whether jointly owned or not.
   We will only pay up to €100 for valuables owned by you if you are under 18 years of age.
- e) we will only pay up to €150 in total for sunglasses or prescription glasses of any kind.
- f) we will only pay up to €100 for mobile telephones.
- g) we will only pay up to €100 for personal baggage or valuables lost, damaged or stolen from a beach or pool-side.
- h) we will only pay up to €50 for any cigarettes or alcohol that are lost, damaged or stolen.

## Special conditions relating to claims under Section 6a

- 1. **We** will either pay **you** for the loss, or replace, reinstate or repair the items concerned.
- Claims are not paid on a 'new for old', or replacement cost basis. A deduction, therefore will be made for wear and tear and depreciation.
- Your personal baggage must not be left unsecured, unattended, or beyond your reach at any time in a place to which the public have access.
- 4. You must report the loss, or theft of personal baggage within 24 hours of discovery, to the local Police and to the carrier, if appropriate. Damage to personal baggage in transit must be reported to the carrier before you leave the baggage hall and a Property Irregularity Report (PIR) must be obtained. Loss, or theft of personal baggage during your trip must be reported to your hotel, accommodation provider, or tour operator representative if appropriate. You must provide us with written documentation from one of the parties listed above confirming that the loss, or theft occurred during the trip otherwise no claim will be paid.
- Baggage shall be considered to have been lost after 21 days have passed since the loss was reported.
- For items damaged whilst on your trip, you must obtain an official report from an appropriate local repairer confirming the item is damaged and beyond repair.
- 7. You must report the loss, theft or damage to the local Police and obtain written confirmation, if your valuables are lost, stolen or damaged whilst in a hotel safe, or safety deposit box.

If your baggage is recovered, we will either forward it to you at your location on the trip or, if the trip has ended, to your home. Any compensation you received under Section 6a must be returned to us within 14 days of the receipt of your baggage.

### Section 6b Baggage Delay on your Outward Journey

PLEASE NOTE: this section of cover is only included in Comprehensive Cover policies.

No cover is provided under Section 6b for **trips** taken solely within **Spain**.

#### What is covered:

We will pay up to €50 after the initial 24 hours (up to a total of €150 after 48 hours) if your baggage is certified by the carrier to have been lost, or misplaced on the outward journey of a trip.

We will not pay claims under this section in addition to claims under Section 6a (Personal Baggage).

## Special conditions relating to claims under Section 6b

If baggage is delayed while in the care of a carrier, transport company, authority or hotel you must report to them, in writing, details of the delay or eventual loss, theft or damage and obtain written confirmation. If baggage is lost, stolen or damaged whilst in the care of an airline you must:

- 1. Obtain a Property Irregularity Report (PIR) from the airline.
- Give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
- 3. Retain all travel tickets and tags for submission if a claim is to be made under this **policy**.

## Section 6c Personal Money & Passport What is covered:

We will pay you up to €300 for Basic cover and €500 for Comprehensive cover, if during a trip, the personal money you are carrying on your person or you have left in a safety deposit box is lost, stolen, damaged or destroyed, subject to the following conditions and exclusions:

- a) we will pay up to €250 for Basic cover or €500 for Comprehensive cover for cash belonging to you. Or €150 if you are under 18 years of age.
- b) we will pay up to €300 for Basic cover or €500 for Comprehensive cover for additional travel and accommodation expenses you incur abroad to obtain a replacement if your passport is lost, or stolen outside of Spain.
- c) we will pay you a proportionate refund of the unused part of the passport's original value calculated upon how many complete years it was to remain valid for.

## Special conditions relating to claims under Section 6c

- You must report loss, or theft of money, or your passport to the local Police and obtain written confirmation within 24 hours of discovery of the incident. A tour operator Representative Report is insufficient.
- 2. The Police Report must confirm that the loss, or **theft** occurred during the **trip**.
- 3. You must produce to us evidence of the withdrawal of cash otherwise no payment will be made.

#### What is not covered under Sections 6a, 6b and 6c:

- 1. the policy excess;
- 2. any item loaned, hired or entrusted to you;
- loss, theft of, or damage to, personal baggage, valuables, personal money, or passport left unattended in a public place, or location that the public has access to at any time;
- any loss, theft of, or damage to personal baggage left in an unattended motor vehicle if:
  - they have not been locked out of sight in a secure baggage area;
  - no forcible and violent means have been used by an unauthorised person to gain entry into the vehicle and no evidence of such entry is available;
- 5. loss, theft of, or damage to, valuables, personal money, or passport:
  - from a motor vehicle left **unattended** at any time: or
  - left in checked-in baggage, whilst in the custody of a carrier; and/or
  - packed in baggage left in the baggage hold, or storage area of a carrier;
- 6. any loss, theft of, or damage to personal

baggage left unattended at your accommodation other than in in a hotel room, or private accommodation for your sole private use, or the sole private use of your travelling party;

- any loss, theft of, or damage to personal money, valuables or passport left unattended at any time unless deposited in a hotel safe, or safety deposit box;
- wear and tear, depreciation, damage caused by moth or vermin, or any process of cleaning, or restoration, or alteration, atmospheric, or climate conditions, or any gradual occurrence.
- electrical or mechanical breakdown, or malfunction of the article insured;
- damage to china, pottery, glass, or other fragile, or brittle articles, other than photographic equipment and telescopic lenses, unless by fire, or resulting from an accident to a seagoing vessel, aircraft, or vehicle;
- liability in respect of a pair or set of articles where we shall be liable only for the value of that part of the pair or set which is lost, or damaged;
- equipment used in connection with any winter sports or sports and activities unless you have paid the required additional premium to extend your policy;
- 13. any loss, **theft** of, or damage to the following items:
  - a) contact or corneal lenses, dentures, hearing aids, bonds, securities, stamps or documents of any kind, including driving licences, musical instruments, typewriters, antiques, pictures, coupons, unset precious stones, cycles, mobility scooters, motor vehicles and their accessories, water craft and their accessories, caravans, trailers and trailer tents and their accessories, and property carried in connection with any business, profession, or trade;
  - b) any unused mobile or satellite telephone, contract charges, rental charges, or prepayments;
- 14. any claim for baggage, or the contents of any baggage containing perishable goods.
- checked-in baggage that has not been retrieved and taken to your accommodation address.
- 16. any claim where you are able to claim from another insurance covering this risk, or the airline with which you travelled, we will only pay for any balance outstanding.

- 17. confiscation, or detention by Customs, or other lawful officials and authorities;
- 18. loss, theft of, or damage to, travellers' cheques if you have not complied with the issuers' conditions or where the issuer provides a replacement service.
- 19. loss or damage due to depreciation in value, variations in exchange rates or shortages due to error, or omission.
- 20. anything that can be replaced by the issuer;
- daily living expenses when obtaining a replacement passport;
- 22. anything mentioned in the General Exclusions.

#### Section 7 Personal Accident

PLEASE NOTE: this section of cover is only included in Comprehensive Cover policies.

Definitions relating to words that appear in Section 7.

Loss of limb – Loss by physical severance, or the total and irrecoverable permanent loss of use or function of, an arm (or both arms) at or above the wrist joint(s), or a leg (or both legs) at or above the ankle joint(s).

Loss of sight – Total and irrecoverable loss of sight in one or both eye(s); this is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale. (This means being able to see at 3 feet or less what you should see at 60 feet).

Permanent total disablement – Disablement which, having lasted for a period of at least 12 consecutive months from the date of occurrence will, in the opinion of an independent qualified specialist, entirely prevent you from engaging in, or giving any attention to, any and every business, or occupation, for the remainder of your life.

#### What is covered:

We will pay to you or your legal personal representatives if you suffer accidental bodily injury during the trip, which within 12 months is the sole and direct cause of death or disablement, one of the following benefits:

Cover	Benefit per insured person		
	Aged 18 to 85	Aged under 18	
Death	€20,000	€1,000	
Loss of limb, or loss of sight	€20,000	€1,000	
Permanent total disablement	€20,000	€1,000	

#### What is not covered:

- injury not caused solely by outward, violent and visible means;
- your disablement caused by mental or psychological trauma not involving your bodily injury;
- disease or any physical defect, infirmity or illness which existed prior to the commencement of the trip;
- 4. any payment per insured person in excess of €20,000, or €1,000 if the insured person is under 18 years of age and over. In the event of death of an insured person under 18 years of age, in lieu of paying a benefit, this policy will reimburse customary burial, or cremation costs incurred in Spain up to €1,000;
- 5. death, or disablement arising from an insured person engaging in any sports and activities, or winter sports where this policy specifically states that Personal Accident cover is excluded (regardless of whether the sports and activities, or winter sports premium has been paid), or where the sports, or activity is not listed as covered, or is where it is specifically excluded;
- any accident that you suffer before you go on your trip;
- 7. **you** travelling in an aircraft (except as a passenger in a fully-licensed, passenger carrying aircraft);
- 8. **you** travelling on a motorcycle as either the rider or passenger;
- you taking part in manual work or dangerous work, unless we have agreed in writing beforehand;
- 10. anything mentioned in the general exclusions.

### Clause on the indemnities paid by the Insurance Compensation Consortium for losses derived from extraordinary event in personal insurance.

In accordance with the provisions of the consolidated text of the Legal Statute of the Insurance Compensation Consortium, approved by Royal Legislative Decree 7/2004 of 29th October, the policyholder of an insurance contract of those that must by law incorporate a surcharge for the abovementioned Public Corporate Body, has the right to contract cover for extraordinary risks with any Insurer that fulfils the requirements established in the legislation in force.

The indemnities derived from losses caused by extraordinary events in **Spain** or abroad, when the insured person's habitual place of residence is in **Spain**, will be paid by the Insurance Compensation Consortium, provided the policyholder has made

the corresponding additional payments to this body and any of the following situations occur:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by this insurance **policy**.
- b) That, even if the risk is covered by the insurance policy, the obligations of the Insurer cannot be fulfilled because the insurance company has been declared bankrupt by a court or subject to a process of audited settlement or absorbed by the Insurance Compensation Consortium.

The Insurance Compensation Consortium will proceed as stipulated in the abovementioned Legal Statute of Law 50/1980, of 8th October on Insurance Contracts, in the Regulations on extraordinary risk insurance, approved by Royal Decree 300/2004, of 20th February and in all other applicable regulations.

### Summary of the legal regulations

#### 1. What is covered:

Any extraordinary event caused by, or as a result of:

- a) earthquakes and seaquakes, extraordinary flooding, including coastal storms; volcanic eruptions, atypical cyclonic tempests (including extraordinary wind storms with speeds of more than 120 km/h and tornados) and falling astral bodies and meteorites.
- b) the violent consequence of **terrorism**, rebellion, sedition, mutiny and civil unrest.
- c) events involving or actions by the Armed Forces or the Law Enforcement Agencies in peacetime.

#### Please note:

Atmospheric and seismic phenomena, volcanic eruptions and falling astral bodies shall be certified, on request of the Insurance Compensation Consortium, by means of the reports published by the State Meteorology Agency (AEMET), the National Geographic Institute and all other competent public bodies.

In the event of political or civil unrest, as well as cases where damage is caused by events involving or actions by the Armed Forces, or the Police or Security Forces at times of peace, the Insurance Compensation Consortium may ask the competent jurisdictional and administrative bodies for information concerning the events in question.

#### 2. What is not covered:

Any extraordinary event caused by, or as a result of:

- a) that would not be indemnified according to the Law on Insurance Contracts.
- b) risks affecting people insured with insurance

- contracts not legally requiring an additional payment to the Insurance Compensation Consortium.
- c) armed conflicts, even if no official declaration of war has been made
- d) those deriving from nuclear energy, notwithstanding the provisions of Act 12/2011, of 27 May, on general liability for nuclear damage or damage caused radioactive materials.
- e) risks caused by natural phenomena other than those stated in section 1.a) above and, in particular, those involving rises in the freatic level, land movements, landslides or subsidence, rockfall and similar phenomena, unless these risks are clearly caused by the effects of rainwater which, in turn, has caused an extraordinary flood in the area and these events occur at the same time as the flooding.
- f) civil unrest occurring during public meetings and demonstrations taking place in accordance with the provisions of Organic Law 9/1983 of 15th July, regulating the freedom of assembly, or during the course of legal strikes, unless said events could be qualified as extraordinary events such as those set out in section 1.b) above.
- g) the insured person acting in bad faith.
- h) events that are declared by the Government of the Nation to be "national catastrophes or calamities", due to the scale and severity.

Or:

i) where the corresponding loss occurs before the payment of the first **premium** or when, in accordance with the provisions of the Law on Insurance Contracts, the cover provided by the Insurance Compensation Consortium is annulled or the insurance is rescinded due to nonpayment of the premiums.

#### 3. Extension of the cover.

- The scope of the cover for extraordinary risks extends to all insured persons and amounts covered up to the limits shown in the insurance policy to cover these extraordinary risks.
- 2. In accordance with the provisions of the insurance policy and the regulations on private insurance, for Life insurance policies which involve an actuarial mathematical provision, cover provided by the Insurance Compensation Consortium will adjust to the amount at risk for each insured person, that is the difference between the amount insured and the mathematical provision that, in accordance with the abovementioned regulations, the Insurer

must have established as reserve. The amount corresponding to the stated mathematical provision will be paid by the above mentioned Insurer.

## Notification of damage to the Insurance Compensation Consortium.

- 1. The request for an indemnity for damage which should be covered by the Insurance Compensation Consortium shall be made by means of a notification to the Consortium by the policyholder, insured person or the beneficiary of the policy, or by any person acting on behalf of any of the former, or by the insuring entity or insurance broker with which the insurance was arranged.
- Claim/damage notifications and requests for information concerning the procedure and the status of claims, may be made:
  - By calling the Insurance Compensation Consortium's Helpline (900 222 665 or 952 367 042).
  - Using the Insurance Compensation Consortium's website (www.consorseguros.es).
- 3. Damage appraisal: The valuation of the damage that is considered to be indemnifiable in accordance with the laws on insurance and the contents of the insurance policy, shall be carried out by the Insurance Compensation Consortium; any valuations made, where applicable, by the insuring entity that may cover ordinary risks, shall not be binding to the Insurance Compensation Consortium.
- Payment of the indemnity: The Insurance Compensation Consortium shall pay the indemnity to the beneficiary of the insurance by bank transfer.

### Section 8 Personal Liability

PLEASE NOTE: this section of cover is only included in Comprehensive Cover policies.

Cover may also be provided in Basic Cover policies subject to payment of the required additional premium, as shown on the Validation Certificate.

No cover is provided under Section 8 for **trips** taken solely within **Spain**.

#### What is covered:

If as a result of your act or omission occurring during a trip you become legally liable for accidental bodily injury to, or the death of, any person and/or accidental loss of or damage to their property, then:

We will cover you (or, in the event of your death,

your personal legal representatives) where there is no other insurance in force covering the loss, the material damage, or your liability against:

- a) all sums which **you** shall become legally liable to pay as compensation; and
- b) all law costs awarded to any claimant or incurred in the defence of any claim that is contested by us or with our consent.

We will pay up to €2,000,000, including costs under this **policy**. This limit applies to any and all claimants in any one period of cover affected by any and all occurrences with any one original cause.

#### Special conditions relating to claims

- 1. **Our** liability shall not exceed the sum insured in respect of any or all occurrences in a series resulting from one original cause.
- If you receive any communication from any person in connection with any event which may result in a claim under this section, you must immediately pass this to us without acknowledging the communication to the party who sent the communication.
- You must make no admission of liability, offer, promise of payment, or payment, without our written consent.

#### What is not covered:

- 1. the policy excess;
- injury to, or the death of, any member of your family or household, your travelling companion, or any person in your service;
- 3. property belonging to, or held in trust by **you** or **your family**, household or servant;
- loss of or damage to property which is the legal responsibility of you or your family, household or servant. (this exclusion will not apply to temporary hotel and similar accommodation which you occupy and for which you assume contractual responsibility during your trip);
- any liability which attaches by virtue of a contractual agreement, but which would not exist in law in the absence of such an agreement;
- 6. claims for injury, loss or damage arising directly or indirectly from:
  - ownership or use of: airborne craft; horsedrawn, motorised, mechanically-propelled or towed vehicles; vessels, sail or powered boats (other than row boats, punts or canoes); animals (other than domestic dogs or cats); firearms; weapons;

- the pursuit or exercise of any trade, profession or gainful occupation, or the supply of goods and services by you;
- the ownership or occupation of any land or building;
- wilful or malicious acts;
- liability or material damage for which cover is provided under any other insurance or guarantee;
- accidental injury or loss not caused through your negligence;
- any injury, illness, death, loss, expense or other liability attributable to the transmission of any communicable disease or virus however caused;
- 10. an insured person engaging in any sports and activities or winter sports where this policy specifically states that personal liability cover is excluded (regardless of whether the sports and activities or winter sports premium has been paid);
- 11. any claim arising in connection with a **trip** within **Spain**;
- 12. any action not brought under the jurisdiction of the courts of the country where the incident giving rise to the claim occurred;
- 13. anything mentioned in the General Exclusions.

### Section 9 Hijack

PLEASE NOTE: this section of cover is only included in Comprehensive Cover policies.

#### What is covered:

We will pay you €50 per complete 24 hours up to €5,000 in total if the aircraft or sea vessel in which you are travelling, as a fare paying passenger, is hijacked for more than 24 hours on the original, pre-booked, outward, or return journey.

### Special conditions relating to claims

You must provide us with a written statement from an appropriate authority confirming the hijack, your involvement in it, and how long it lasted.

#### What is not covered:

- 1. any claim resulting from **you** acting in a way which could cause a claim under this section.
- 2. anything mentioned in the General Exclusions.

#### Section 10 Personal Assistance Services

PLEASE NOTE: this service is only included in Comprehensive Cover policies.

#### What we can provide:

We will pay the administrative and delivery costs, up to a maximum of €250 per trip, in providing the following services in respect of a trip:

- a) Information about **your destination We** can provide information on:
  - i. current visa and entry permit requirements for any country if you hold a British passport. If you hold a passport from a country other than Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands, we may need to refer you to the Embassy, or Consulate of that country;
  - ii. current requirements for inoculations and vaccinations for any country in the world and advice on current World Health Organisation warnings;
  - arranging relevant inoculations and vaccinations before the commencement of a trip abroad.
  - iv. climate;
  - v. local languages;
  - vi. time differences;
  - vii. main bank opening hours, including whether or not a Bank Holiday falls within your intended trip;
  - viii.motoring restrictions, regulations, Green Cards and other insurance issues.
- b) Transfer of emergency funds

We will transfer emergency funds of up to €500 to you in case of urgent need, only when access to your normal financial/banking arrangements are not available locally, to cover your immediate emergency needs where international money transfer services are available.

**You** must arrange to have the equivalent funds deposited in **our** account before **we** can release such emergency funds.

c) Message relay

We will transmit two urgent messages following illness, accident or travel delay problems.

d) Drug replacement

We will assist you in replacing lost prescription drugs or other essential medication, or lost or broken prescription glasses or contact lenses, which are unobtainable overseas. We can source and deliver to you compatible blood supplies.

e) Tracing lost baggage

We will help with tracing and re-delivering your lost or misdirected baggage, where the carrier has failed to resolve the problem. You will need to have your baggage tag number available.

- f) Replacement travel documents We will help you replace lost or stolen tickets and travel documents and refer you to suitable travel offices.
- g) Homecall referral

We can arrange for a reputable repairer to contact you if your home suffers damage during your trip. They can carry out emergency repairs to the domestic plumbing or drainage system, the domestic gas, or electricity supply, the roofing, external locks, doors, or windows, or the fixed heating system.

You can call us for help up to 7 days after you have returned home from a trip.

You will be responsible for the payment of all charges associated with carrying out the repair, including any call-out fee, and you should make arrangements to pay the repairer or us at the time the work is carried out.

#### What we cannot provide:

- payment for any items or, for blood (unless insured under another section of this policy), and the costs of supplying any medication inadvertently not carried by the insured person on the trip.
- payment for any medical consultations, inoculations, or vaccinations.

#### **Section 11 Home Country Cover**

This **policy** will cover **you** for each **trip you** undertake solely within **Spain** provided **you** have pre-booked and paid for a minimum of 2 consecutive nights in paid accommodation away from **home**.

#### What is covered:

We will arrange and pay up to €1,000 for your transfer to a suitable hospital near your home when it becomes medically feasible if you are hospitalised through sudden illness or accident, in the course of a trip. If necessary we will also arrange and pay for a medical escort to accompany you.

If we arrange your medical transfer, we will also pay additional accommodation and travelling costs as described in Section 3a up to €1,000.

#### What is not covered:

- 1. the excess:
- claims when we have not been contacted at the time you are hospitalised or when we have not given you our prior authorisation that we will pay the costs;
- 3. you being hospitalised less than 50 miles from home:
- 4. anything mentioned in the General Exclusions.

#### Section 12 Pet Care

PLEASE NOTE: this section of cover is only included in Comprehensive Cover policies.

#### What is covered:

We will pay you €35 per complete 24 hour period up to a maximum under this policy of €350 for additional kennel or cattery charges that you incur if you have a valid claim under Section 3a (Emergency Medical & Repatriation), and your return to Spain is delayed by more than 24 hours as a result of you being admitted to a recognised hospital abroad as an in-patient.

#### Special conditions relating to claims

 You must obtain a Medical Certificate from the doctor in attendance specifying the unforeseen illness or injury that prevented you from returning home as planned.

Please see Section 1 Cancellation for the loss of pre-booked kennel or cattery fees.

## Section 13 Optional Travel Disruption Extension

PLEASE NOTE: this section of cover will only apply if **you** have paid the required additional premium and it is shown on **your Validation Certificate**.

## Extended Cancellation or Curtailment cover What is covered:

We will pay you up to a maximum of €500 for Basic cover (unless you have purchased the optional €1,000/€3,000 additional cover option) or €5,000 for Comprehensive cover per insured person for any irrecoverable unused travel and accommodation costs (and other prepaid charges) which you have paid or are contracted to pay, plus any reasonable additional travel expenses incurred if you were not able to travel and use your booked accommodation or the trip was curtailed before completion as a

result of the Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or the World Health Organisation (WHO) or regulatory authority in a country to/from which **you** are travelling issuing a directive:

- a) prohibiting all travel or all but essential travel to; or
- b) recommending evacuation from the country, or specific area or event to which **you** were travelling, providing the directive came into force after **you** purchased, renewed or extended this insurance or booked the **trip** (whichever is the later), or in the case of **curtailment** after **you** had left **Spain** to commence the **trip**.

## Extended Travel Delay and Enforced Stay cover What is covered:

If the scheduled public transport on which you are booked to travel is cancelled or delayed, leading to your departure being delayed for more than 12 hours at the departure point of any connecting public transport in Spain or to your overseas destination or on the return journey to your home, we will pay:

- a) €20 for the first completed 12 hours delay and €10 for each full 12 hours delay after that, up to a maximum of €100 provided **you** eventually continue the **trip**.
- b) up to €1,000 for any irrecoverable unused accommodation and travel costs (and other pre-paid charges) which **you** have paid or are contracted to pay because **you** were not able to travel and use **your** booked accommodation as a result of the scheduled **public transport** on which **you** were booked to travel from **Spain** is cancelled or delayed for more than 24 hours, as long as **you** still go on the remainder of the **trip**;
- c) up to €1,000 for additional accommodation (room only) and travel expenses necessarily incurred in reaching your overseas destination and/or in returning to Spain as a result of the public transport on which you were booked to travel being cancelled, delayed for more than 24 hours, diverted or re-directed after take-off;

**You** can only claim under subsections b) or c) for the same event, not both.

## Additional Overseas Accommodation and Repatriation cover

#### What is covered:

If as a result of a terrorist event, fire, flood, earthquake, explosion, tsunami, landslide, avalanche, volcanic eruption, snow, hurricane, storm or an outbreak of food poisoning or an infectious disease affecting **your** accommodation or resort.

#### We will pay you up to €1,000 for either:

- a) any irrecoverable unused accommodation costs and other pre-paid charges which you have paid or are contracted to pay because you were not able to travel and use your booked accommodation or:
- b) additional accommodation (room only) and travel expenses necessarily incurred:
  - i) up to the standard of your original booking, if you need to move to other accommodation on arrival or at any other time during the trip because you cannot use your booked accommodation; or
  - ii) with the prior authorisation of Staysure Assistance to repatriate you to your home if it becomes necessary to curtail the trip;

You can only claim under one of subsections b)i or b)ii for the same event, not both.

## Special conditions relating to claims (applicable to all of Section 15)

- 1. You must notify the travel agent, tour operator or provider of transport or accommodation as soon as you find out it is necessary to cancel your trip. If you fail to do this, our liability shall be restricted to the cancellation charges that would have applied at that time.
- 2. You must provide (at your own expense) written confirmation from the provider of the accommodation (or their administrators), the local Police, or relevant authority that you could not use your accommodation and the reason for this.
- 3. For **curtailment** claims only: **you** must tell **Staysure Assistance** as soon as possible of any circumstances making it necessary for **you** to return **home** and before any arrangements are made for **your** repatriation.
- You must have checked in for your flight, unless your tour operator, or airline has requested you not to travel to the airport.
- 5. You must provide (at your own expense) written confirmation from the scheduled public transport operator (or their handling agents) of the cancellation, number of hours, and the reason for delay, together with details of any alternative transport offered.
- You must comply with the terms of contract of the scheduled public transport operator and attempt to recover your costs elsewhere before making a claim.

- 7. You must provide (at your own expense) written confirmation from the scheduled public transport operator/accommodation provider that reimbursement has not been and will not be provided.
- 8. You must provide (at your own expense) written confirmation from the relevant authority of any insured event which prevents you from travelling to your pre-booked destination, or that requires you to alter your pre-booked travel plans.
- Costs, charges or expenses, if they are also covered under any other section of this policy.
   You can only claim for these under one section for the same event.

#### What is not covered (applicable to all of Section 15):

- 1. the excess (except claims under subsection a) under the extended travel delay).
- 2. the cost of airport departure duty/tax (whether irrecoverable or not).
- 3. travel tickets paid for using any airline mileage reward scheme, for example air miles.
- accommodation costs paid for using any timeshare, holiday property bond or other holiday points scheme.
- 5. claims arising directly or indirectly from strike or industrial action, cancellation of public transport, a directive prohibiting all travel or all but essential travel, terrorist event, fire, flood, earthquake, explosion, tsunami, landslide, avalanche, volcanic eruption, snow, hurricane, storm, an outbreak of food poisoning or an infectious disease affecting the country or specific area or event to which you were travelling to or through, existing or being publicly announced by the date you purchased, renewed or extended this insurance or at the time of booking any trip, whichever is later.
- any costs incurred by you which are recoverable from the providers of the accommodation (or their administrators) or for which you receive or are expected to receive compensation or reimbursement.
- 7. any costs incurred by you which are recoverable from the public transport operator or for which you receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.
- any accommodation costs, charges and expenses where the public transport operator has offered reasonable alternative travel arrangements.
- 9. any costs for normal day to day living such as

food and drink which **you** would have expected to pay during **your trip**.

10. anything mentioned in the General Exclusions.

#### Claims evidence

## We will require (at your own expense) the following evidence where relevant:

- a copy of the advice against all travel or all but essential travel issued by the Foreign & Commonwealth Office (FCO) or the World Health Organisation (WHO) or the regulatory authority in a country to/from which you are travelling or were planning to travel.
- booking confirmation together with a cancellation invoice from your travel agent, tour operator or provider of transport/accommodation.
- in the case of curtailment claims, we will require a breakdown of your paid costs and charges that make up the total cost of the trip from your travel agent, tour operator or provider of transport/ accommodation.
- 4. your unused travel tickets.
- a letter from the carriers (or their handling agents) confirming the number of hours delay, the reason for the delay and confirmation of your check-in times.
- written confirmation from the scheduled public transport operator (or their handling agents) of the cancellation, number of hours and reason for the delay together with details of any alternative transport offered.
- 7. written confirmation from the company providing the accommodation (or their administrators), the local Police or relevant authority that **you** could not use **your** accommodation and the reason for this.
- 8. receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.

## Section 14 Optional Winter Sports Cover

PLEASE NOTE: this section of cover can be included in Comprehensive Cover policies only, subject to payment of the required additional premium, and it is shown on **your Validation Certificate**.

When are you covered for winter sports?

You must be 70 years of age, or under, and:

For single **trip** policies – **you** have selected this option and paid the required additional **premium** for the period of cover.

For annual multi-trip policies – you only undertake one trip of up to 21 days in total during the period of cover.

#### What is covered:

a) benefits under the sections of cover already described are extended to cover winter sports as follows. Please note that all terms, conditions and exclusions (except where these are amended under this upgrade) continue to apply for all sections in respect of winter sports. You must read these extensions in conjunction with Sections 1 – 12 and refer back to them when appropriate for full cover details.

You are covered when engaging in winter sports on a non-competitive and non-professional basis during your trip when you have paid the additional winter sports premium on a single trip. The annual multi trip policy automatically offers 21 consecutive days cover if you are under 71.

Your policy can be extended to cover the following winter sports activities but no cover will apply in respect of any Personal Accident or Personal Liability claims:

Ice sailing/ice windsurfing, Skidoo, Sleigh pulled by reindeer (when driven by an experienced driver provided by the organiser only) or Snow mobiling.

You will not be covered for any claims arising directly or indirectly when engaging in the following activities:

Bobsleigh, Free-style skiing, Heli-skiing, Ice hockey, Luge, Off-piste Skiing or Snowboarding outside recognised and authorised areas, Para-skiing, Skeleton, Ski jumping, Ski racing, Ski slope or Ski stunting.

You are not covered when engaging in organised competitions, or when engaging in an activity against local authoritative warning or advice. Resort authorities classify avalanche risk as follows:

1 = Low, 2= Moderate, 3= Considerable, 4= High, 5 = Very High. **You** are not covered in areas classified as avalanche rating 3 or above.

If you are undertaking a pursuit or activity which is not listed in this **policy**, or are in any doubt as to whether cover will apply, please call Staysure Customer Services on 952 010 024.

## Section 14a Winter Sports Equipment

What is covered in addition to Section 6

- Personal Baggage:
- We will pay up to €500 per insured person if winter sports equipment belonging to you is damaged, stolen, destroyed or lost (and not recovered) in the course of your trip. There is a single article limit of €300, whether jointly owned or not
- We will pay the cost of the replacement or the repair of your winter sport equipment, whichever is the lower, after making an allowance for wear and tear and loss of value using the following scale;

Age of Item	Amount Payable
Up to 12 months old	90% of the price you paid
Up to 24 months old	70% of the price <b>you</b> paid
Up to 36 months old	50% of the price <b>you</b> paid
Up to 48 months old	30% of the price you paid
Up to 60 months old	20% of the price you paid
Over 60 months old	Nil

#### Special conditions relating to claims

- You must take sufficient precautions to secure the safety of your winter sport equipment and must not leave it unattended at any time in a place to which the public has access
- Skis and snowboards are covered when locked to a roof rack, which is itself locked to the roof of a vehicle
- You must bring any damaged winter sport equipment you own back to home so that we can inspect it

#### What is not covered

- 1. the excess:
- any item that was lost or stolen if you did not report it to the Police within 24 hours after you discovered it was lost or stolen, and for which you have not obtained a written Police Report;
- any winter sport equipment that was lost, stolen or damaged during a trip, unless you report this to the carrier and get a property irregularity report at the time. You must make any claims to the airline within seven days;
- 4. any winter sports equipment that was damaged while in use;
- 5. winter sports equipment left unattended in a public place, unless the claim is for skis, ski poles, or snowboards, and you have taken all reasonable care to protect them by leaving them in a ski rack between 10am and 8pm;
- 6. anything mentioned in the General Exclusions.

#### Section 14b Ski Pass

#### What is covered:

We will pay up to €250 if your ski pass, which you are carrying on you, or which you have left in a safety-deposit box or safe, is lost, stolen, damaged or destroyed during a trip.

#### What is not covered:

1. the excess:

- any claim if your ski pass was lost or stolen and you did not report it to the Police within 24 hours after you discovered it was lost or stolen, and for which you have not obtained a written Police Report;
- 3. ski passes left unattended in a public place;
- 4. anything mentioned in the General Exclusions.

## Section 14c Winter Sports Equipment Hire What is covered:

We will pay €20 per day, up to €300, for hiring replacement winter sports equipment if yours is lost, stolen, or damaged during your trip.

#### Special condition relating to claims

You must provide us with receipts and written confirmation of the original and the replacement hire.

#### What is not covered:

- the hire of any winter sports equipment to replace any item lost or stolen if you did not report it to the Police within 24 hours after you discovered it was lost or stolen, and for which you have not obtained a written Police Report;
- 2. anything mentioned in the General Exclusions.

#### Section 14d Ski Pack

#### What is covered:

We will pay up to €250 for the unused part of your ski pack, if due to illness or injury you are medically certified as being unable to participate in winter sports. A ski pack includes ski-school fees or ski instructor fees, and the cost of any lift pass that you have booked.

#### Special condition relating to claims

You must obtain a Medical Certificate that you were not well enough to use the full ski pack.

#### What is not covered:

1. anything mentioned in the General Exclusions.

## Section 14e Winter Sports Equipment Delay What is covered:

We will reimburse up to €20 per day, up to €300, for the hire of replacement winter sports equipment if your winter sport equipment is certified by the carrier to have been misplaced for more than 12 hours on the outward journey of a trip.

#### Special condition relating to claims

You must provide us with receipts and written confirmation from the carrier confirming the delay.

#### What is not covered:

1. Anything mentioned in the General Exclusions

#### Section 14f Piste Closure

#### What is covered:

We will pay €20 per day up to €200, if during your trip you are prevented from participating in winter sports activities at your pre-booked resort for more than 24 consecutive hours, because insufficient snow causes a total closure of the lift system:

- a) for all reasonable travel costs and lift pass charges that you have to pay to travel to and from a similar area to take part in your winter sport activity; or
- b) as a **cash** benefit payable, if no alternative resorts are available.

#### Special conditions relating to claims

- You must get a written statement from the Resort Manager confirming the reason for the lifts closing and how long it lasted.
- 2. The resort where **you** are staying must be at least 1,000 metres above sea level and outside of **Spain**.

#### What is not covered:

- claims arising from closure of the resort lift system due to avalanches or dangerous high winds:
- trips in the northern hemisphere outside the period commencing 1st December and ending 31st March;
- 3. **trips** in the southern hemisphere outside the period commencing 1st May and ending 30th September;
- 4. anything mentioned in the General Exclusions.

## Section 14g Avalanche or Landslide

#### What is covered:

We will pay up to €20 per day up to €160 for reasonable extra accommodation and travel expenses if, following avalanches, or landslides, access to and from the ski resort is blocked or scheduled public transport services are cancelled or curtailed

#### Special conditions relating to claims

You must obtain a written statement from the appropriate authority confirming the reason for the delay and how long it lasted.

#### What is not covered:

1. anything mentioned in the General Exclusions.

#### Section 15 Optional Golf Cover

PLEASE NOTE: this section of cover can be included in Comprehensive Cover policies only, subject to payment of the required additional premium, and it is shown on your **Validation Certificate**.

Definitions relating to words that appear in Section 15 Golf equipment – Golf clubs, golf bag, golf shoes and non-motorised golf trolleys.

#### Section 15a Golf Equipment

#### What is covered:

We will pay up to  $\leq$ 5,000 for accidental loss, theft of, or damage to golf equipment which you own.

- Within this amount the following sub-limits apply:
- a) we will pay up to €500 for any one club or one piece of golf equipment, if you cannot provide an original receipt or other satisfactory proof of ownership and value to support the claim, payment for any single article, or for any one pair or set of articles, this will be limited to a maximum of €50, evidence of replacement value is not sufficient.
- b) we will pay up to €500 in total, for all articles lost, damaged or stolen in any one insured incident. If you cannot provide satisfactory proof of ownership and value.
- c) the amount payable will be the value at today's prices less a deduction for wear and tear and depreciation, (calculated from the following table).We may at our option replace, reinstate or repair the lost or damaged golf equipment.

Age of Item	Amount Payable
Up to 1 year old	90% of purchase price
Up to 2 years old	70% of purchase price
Up to 3 years old	50% of purchase price
Up to 4 years old	30% of purchase price
Up to 5 years old	20% of purchase price
Over 5 years old	Nil

#### What is not covered:

- the excess:
- 2. more than €500 per single article of golf equipment;
- 3. golf equipment which is over five years old;
- loss, theft of, or damage to, golf equipment from checked-in baggage left in the custody of a carrier and/or packed in baggage left in the baggage hold or storage area of a carrier;
- 5. claims arising from delay, seizure, or confiscation by customs or other officials;
- claims for loss, theft or damage to anything being shipped as freight or under a bill of lading;
- 7. damage to, loss or **theft** of golf equipment, if it has been left:
  - i) unattended in a place to which the public have access; or
  - ii) in an unattended motor vehicle; or
  - iii) in the custody of a person who does not have an official responsibility for the safekeeping of the property;
- 8. damage to, loss or **theft** of golf equipment, which is being carried on a vehicle roof rack;
- 9. any claim for damage to golf equipment whilst in use:
- claims arising from damage caused by leakage of powder or liquid carried within your golf equipment;
- claims arising from loss or theft from your accommodation unless there is evidence of forced entry which is confirmed by a Police Report.
- 12. loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning, repairing or restoring, mechanical or electrical breakdown
- 13. Anything mentioned in the General Exclusions.

## Section 15b Golf Equipment Hire

#### What is covered:

We will pay you the sum of €50 per complete 24 hours, up to a maximum of €500, for the hire of replacement golf equipment if your own golf equipment is lost, stolen or damaged, or it is certified by the carrier to have been lost or misplaced on the outward journey of a trip for a period in excess of 12 hours.

## Special conditions relating to claims (applies to Sections 15a and 15b)

- Within 24 hours of discovery of the incident you must report the loss or theft of golf equipment to the local Police and obtain a written report which includes the Crime Reference Number.
- 2. We have the option to either pay you for the loss, or replace, reinstate or repair the items concerned. Claims are not paid on a 'new for old', or replacement cost basis. A deduction therefore will be made for wear and tear and depreciation.
- 3. You must take suitable precautions to secure the safety of your golf equipment, and must not leave it unsecured, or unattended, or beyond your reach at any time in a place where the public have access.
- 4. For items damaged whilst on your trip, you must bring them back with you or, obtain an official report from a retailer or repairer confirming the item is damaged and beyond repair.
- 5. If your golf equipment is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel you must report to them, in writing, details of the loss, theft or damage and obtain written confirmation. If your golf equipment is lost, stolen or damaged whilst in the care of an airline you must:
- a) obtain a Property Irregularity Report (PIR) from the airline.
- b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
- c) retain all travel tickets and tags for submission if a claim is to be made under this policy.
- 6. If your golf equipment is lost, you must provide receipts and a report from the carrier confirming the length of the delay otherwise no payment will be made
- 7. If claiming for your goods that were stolen, or lost you should produce proof of purchase of the original goods by way of receipts, credit card or bank statements – otherwise our liability shall be limited to €60.

#### What is not covered:

- loss, theft of or damage to golf equipment contained in or stolen from an unattended vehicle:
  - a) overnight between 10pm and 8am (local time); or
  - b) at any time between 8am and 10pm (local time) unless it is in the locked boot which is separate from the passenger compartment, or for those vehicles without a separate boot, locked in the vehicle and covered from view and there is evidence of forcible and violent entry to the vehicle confirmed by a Police Report.
- claims arising from golf equipment left unattended in a place to which the general public has access (e.g. on a golf course) or left in the custody of anyone other than an insured person or your travelling companion.
- 3. loss or damage due to delay, confiscation or detention by customs or other authority.
- loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
- claims arising from damage caused by leakage of powder or liquid carried within personal effects or golf equipment.
- claims arising from loss or theft from your accommodation unless there is evidence of forced entry which is confirmed by a Police Report.
- 7. claims arising for loss, **theft** or damage of golf equipment carried on a vehicle roof rack.
- 8. anything mentioned in the General Exclusions.

## Section 15c Non-refundable Golfing Fees

#### What is covered:

We will pay €75 per complete 24 hours up to €1,500 for the proportionate value of any non-refundable, pre-paid green fees, or tuition fees unused due to the following:

- a) you being unable to play golf due to your accidental injury, or illness, or adverse weather conditions causing the closure of the golf course; or
- b) loss or theft of your documentation which prevents your participation in the pre-paid golfing activity

#### Special conditions relating to claims

You must report any loss or theft to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of golfing documentation. A holiday representative's report is not sufficient.

#### What is not covered:

- any claims arising directly or indirectly as a result of any pre-existing medical conditions unless you have declared all pre-existing medical conditions to us and we have written to you accepting them for insurance;
- claims arising directly from a medical condition which is not substantiated by a report from the treating doctor confirming your inability to play golf;
- 3. anything mentioned in the General Exclusions.

#### Section 15d Hole-in-one cover

#### What is covered:

We will pay you €300 if you score a hole-in-one (gross) during your trip.

#### Special conditions relating to claims

- You must be a member of a recognised golf club affiliated to a national golfing union and hold an official national golfing union handicap;
- You must have your scorecard signed by your playing partner(s) who must be members of a national golfing union, and countersigned by the secretary/manager of the club at which the hole-in-one has been scored;
- 3. The golf course at which the hole-in-one is scored must be affiliated to the golfing union of the country in which it is located;

#### What is not covered:

- 1. if the golf course is of fewer than 18 holes or if the hole at which the hole-in-one is scored is shorter than 90 metres (98 yards);
- 2. if temporary greens and/or tee boxes are in use;
- 3. anything mentioned in the General Exclusions.

## General Conditions – applying to all sections

 You will not be covered under Sections 1, 2 and 3, unless you have made your medical health declaration(s) for the period for which your insurance is required, and you have declared ALL

- pre-existing medical conditions to us and we have written to you accepting them for insurance.
- Any medical information supplied in your medical health declaration will be treated in the strictest confidence, will be used solely for our own internal purposes for the assessment of risk and for any claims. It will not be disclosed to anyone else without your specific approval. We shall not refuse cover unless, in our opinion, the risk associated with the particular person travelling is substantially greater than that represented by the average healthy traveller. The cost of any medical evidence produced in connection with a medical health declaration shall be borne by you.
- It is your responsibility to ensure you have told us about any change in your health, or medical status before you depart on each trip and throughout the period of cover. Any change must be accepted in writing by us before cover will be continued. If you are in doubt as to whether a change is important, you should contact Staysure Customer Services.
- 4. This policy is a legal contract based on the information you supplied when you applied for, renewed, or amended this insurance. We rely on that information when we decide what cover to provide and how much you will pay. Therefore it is essential that you have answered our questions fully and accurately. Failure to provide full and accurate disclosure may affect your claim.
- You must exercise reasonable care for the supervision and safety of both you and your property. You must take all reasonable steps to avoid, or minimise any claim. You must act as if you are not insured.
- 6. We will make every effort to apply the full range of services in all circumstances dictated by the Terms and Conditions. Remote geographical locations, or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
- You must comply in full with the Terms and Conditions of this policy before a claim will be paid.
- You must contact Staysure Assistance as soon as possible where your claim is more than €350.
   You must make no admission of liability, offer, promise or payment without our prior consent.
- 9. We are entitled to take over the defence, or settlement of any claim, recover expenses or compensation from any other third parties involved at any time, or take legal action in your name or in the name of anyone else claiming under this policy.

- 10. **We** may, at any time, pay to **you our** full liability under this **policy** after which no further liability shall attach to **us** in any respect, or as a consequence of such action.
- 11. You will co-operate fully with us in any recovery attempt we make to recover sums that we have paid out under the terms of the policy. We will pay all costs associated with the recovery of our outlay. You agree not to take any action that may prejudice our recovery rights and will advise us if you instigate proceedings to recover compensation arising from any incident which has led to a successful claim against this policy. The sums we have paid out under the terms of the policy will be reimbursed from any recovery made.
- 12. You must take all practicable steps to recover any article lost or stolen and to identify and ensure the prosecution of the guilty person(s). We may at any time and at our expense take such action as we deem fit to recover the property lost or stated to be lost.
- 13. In the event of a valid claim you shall allow us the use of any relevant travel documents you are not able to use because of the claim.
- 14. You must notify us in writing of any event which may lead to a claim, within 28 days of your return to your home:
  - you must complete a claim form substantiating your claim, together with (at your own expense) all certificates, information, evidence and receipts that we reasonably require.
  - as often as we require you shall submit to a medical examination at our expense.
  - we may request a post mortem examination to be carried out for an insured person at our expense.
- 15. This policy shall become void and the premium paid shall be forfeited if any fraudulent claim is made. Any benefits so claimed and received must also be repaid to us.
- 16. If any dispute arises as to the **policy** interpretation, or as to any rights or obligations under this **policy**, **we** offer **you** the option of resolving this by using the arbitration procedure **we** have arranged. Please see the details shown under the Complaints Section. Using this service will not affect **your** legal rights.
- 17. You will be required to repay to us, within one month of our request to you, any costs or expenses we have paid on your behalf which are not covered under the Terms and Conditions of this policy.

- 18. This **policy** is subject to the laws of **Spain**. The Courts of **Spain** alone shall have jurisdiction in any disputes.
- 19. When engaging in any covered sport or holiday activity you must accept and follow the supervision and tuition of experts qualified in the pursuit or activity in question, and you must use all appropriate precautions, equipment and protection.
- 20. At all times you must satisfy yourself that you are capable of safely undertaking the planned sport or activity and you must take care to avoid injury, accident or loss to yourself and to others.
- 21. **We** will not pay for any costs which are recoverable elsewhere.
- 22. You must disclose details of any other insurance policy held. If you fail to do so this may result in your claim not being paid. Each insurance company will contribute a proportion of the full amount of your claim payment (providing your claim is valid), except for valid Personal Accident claims which we will pay in full. Under no circumstances shall you benefit from double payment (dual insurance) under the terms of any of your insurance policies. In the event that you have received payment to which you were not entitled under this policy we have the right to recover the value of the overpayment from you.
- 23. If you are travelling to a European Union country it is a condition of this insurance policy that you obtain a European Health Insurance Card (EHIC).

## General Exclusions – applying to all sections

No section of this **policy** shall apply in respect of:

- 1. Claims arising as a result of the following:
  - a) If you or any other insured person covered by this policy have suffered from, or received any form of medical advice, treatment, or medication for any of the following conditions before purchasing your policy, unless the condition has been declared to us and accepted by us in writing:
  - i. any heart condition (for example, heart attack, angina, chest pains or ischemic heart disease); or
  - ii any circulatory condition (for example, high or low blood pressure, raised cholesterol, blood clots, aneurysm, stroke, transient ischaemic attack, or brain haemorrhage); or

- b) If you, or anyone insured on this policy have suffered from any of the following in the 2 years before purchasing your policy, unless you have made a declaration to us and we have agreed to provide cover in writing:
- i. you have a medical condition for which you have been prescribed medication; or
- ii. you have received treatment, investigative tests, or had a consultation with a doctor, or a hospital consultant.
- any respiratory condition (for example, chronic asthma, chronic obstructive pulmonary disease (COPD) or chronic bronchitis).
- c) If after you have purchased your policy but before you book a trip, you or any other insured person covered by this policy suffer from any new medical condition and you have not informed us of the new condition when we asked.
- d)You travelling with the intention of receiving medical treatment abroad.
- e)You, a close relative, a travelling companion, or any person with whom you had arranged to stay with:
- i. are receiving, or waiting for hospital investigation, or treatment for any undiagnosed condition, or set of symptoms at the time of purchasing your policy and/or at the time of commencing travel; or
- ii. are receiving medical treatment under a medical trial; or
- iii. have been given a terminal prognosis at the time of purchasing your policy and/or before commencing travel.
- Any claim that relates to a diagnosed psychiatric, or psychological disorder, anxiety or depression which you or any person upon whose well-being your trip depends, have suffered from, required treatment, or prescribed medication in the two years before purchasing your policy, unless the condition has been declared to us and accepted by us in writing.
- Any person who has reached the age of 86 years at the start of the period of cover for single trip and annual multi-trip policies and 76 years at the start of the period of cover for long stay policies.
- Any claim arising from a cruise holiday, where "Cruise: Not covered" is shown on your Validation Certificate and where any required additional premium has not been paid.

- Any person participating in winter sports who has reached the age of 71 years prior to the start of the period of cover.
- Claims following your failure to provide us with full and accurate information in response to our questions, or your failure to meet any Terms and Conditions of the policy.
- 7. Loss, damage or expense which at the time of happening is insured by, or would, but for the existence of this policy, be covered by any other existing guarantee, insurance, compensation scheme or any motoring organisation's service. If you have any other policy in force, which may cover the event for which you are claiming, you must tell us. This exclusion shall not apply to Personal Accident cover.
- Any costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which you would have paid for in any case).
- 9. We will not pay for any losses which are not directly covered by the Terms and Conditions of this policy. Examples of losses we will not pay for include loss of earnings due to being unable to return to work following injury or illness happening while on a trip and replacing locks if you lose your keys.
- 10. Costs of telephone calls or faxes, meals, taxi fares (with the sole exception of the taxi costs incurred for the initial journey to a hospital abroad due to an insured person's illness or injury), interpreters' fees, inconvenience, distress, loss of earnings, loss of enjoyment of holiday, time-share maintenance fees, holiday property bonds or points and any additional travel or accommodation costs unless preauthorised by us.
- 11. Any deliberately careless or deliberately negligent act or omission by **you**.
- 12. Any claim arising or resulting from **your** own illegal or criminal act.
- 13. Any claim arising directly or indirectly from **your** drug addiction or solvent abuse, alcohol intake, or **you** being under the influence of drug(s).
- 14. Any claim arising or resulting directly or indirectly from **your** suicide, attempted suicide, intentional self-injury, needless self-exposure to danger except in an endeavour to save human life, or fighting except in self-defence.
- You engaging in work/manual work, whether or not in conjunction with any profession, business or trade during the trip.
- You engaging in any sports and activities or winter sports where you have not selected

- the optional cover and the **premium** required has not been paid, or where such activity is not listed as covered in this **policy**.
- Participation in any racing (other than on foot), or organised competition involving any sports and activities or winter sports.
- 18. Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence in the loss:
  - a) Active participation.
  - b) War and civil unrest including any action taken in controlling, preventing, suppressing or in any way relating to war and civil unrest, unless you are in an area subject to war and civil unrest at the outbreak of hostilities, in which case you will be covered for a maximum period of 72 hours from the outbreak of hostilities provided that you take the first reasonable opportunity to leave the area. If you fail to take such an opportunity all cover under this policy will end.
  - c) Nuclear energy, including nuclear reactions, radiation and **contamination**.
  - d) Weapons of Mass Destruction.
  - e) Cyber-terrorism.
- 19. Any claim when **you** have not paid the required **premium** for the number of days comprising **your** planned **trip**. If **you** travel for more than the number of days for which **you** have paid for cover, **you** will not be covered after the last day for which **you** have paid.
- 20. Loss, or damages of any kind arising from the provision of, or any delay in providing, the services to which this **policy** relates, unless negligence on **our** part can be demonstrated.
- 21. Any loss or damage directly or indirectly caused by the provision of, or any delay in providing, the medical (or medical related) services to which the cover under this **policy** relates, whether provided by **us** or by anybody else (whether or not recommended by **us** and/or acting on **our** behalf) unless negligence on **our** part can be demonstrated.
- 22. Any expenses incurred as a result of a tropical disease where you have not had the recommended inoculations and/or taken the recommended medication.
- 23. Arising from **you** acting against the advice of a **doctor**.
- For any search and rescue costs.

- 25. Your travel to a country or specific area or event to which the Foreign & Commonwealth Office, or the World Health Organisation (WHO), or similar governing body have advised against all, or all but essential travel.
- 26. Arising from volcanic ash clouds (unless the additional **premium** for cover under Section 15 (Travel Disruption) has been paid).
- Claims arising from actual or planned strike or industrial action which was common knowledge at the time you booked the trip or purchased cover (if later);
- 28. Withdrawal from service of the aircraft, sea vessel, coach or train on which you are booked to travel, by order or recommendation of the regulatory authority in any country.

#### Sports & Activities

This **policy** will cover **you** when participating in any of the following activities on a non-professional, non-competitive basis;

#### Accepted activities

Aerobics, Archery\*, Badminton, Banana boat rides, Baseball, Basketball, Beach cricket, BMX (only if wearing a helmet), Boogie Boarding, Bowls (including competitions), Boxing Training\*, Camel/elephant riding/trekking\*, Canoeing/ kayaking\* (only if wearing a life-jacket and helmet and only on inland and coastal waters - not white water), Catamaran sailing, Clay Shooting\*, Cricket, Croquet, Curling, Cycling (only if wearing a helmet, not mountain biking), Dog sledging\* (when driven by an experienced driver provided by the organiser only), Dinghy sailing\*(only if wearing a life-jacket and only inside territorial waters), Falconry\*, Fell walking (no climbing), Fencing\*, Field hockey\*, Fishing\*, Football\*, Gaelic Football\*, Glacier Walking (with a guide), Golf, Go-Karting (only if wearing a helmet)\*, Hiking (under 2,500 metres altitude), Horse riding\* (only if wearing a riding hat and no cover for polo, hunting or jumping), Hot air ballooning\* (as a fare paying passenger in a licensed aircraft), Ice skating, Jet skiing\*, Jogging, Motor cycling as a passenger or rider\* (only if wearing a helmet, the motorcycle is under 125cc and the rider holds a valid motorcycle licence), Mountain biking\* (only if wearing a helmet), Netball, Orienteering (no climbing), Parascending\* (over water), Rambling (under 2,500 metres altitude), Ringos, Roller blading/ line skating, Roller hockey/street hockey\* (only if wearing pads and a helmet), Rounders, Rowing, Running (not long distance), Safari (organised in the UK), Scuba diving\*\* (conditions apply,

please see Scuba diving conditions), Segwaying\*, Skate boarding, Snorkelling, Softball, Squash, Surfing, Swimming, Swimming with dolphins (as part of a supervised activity), Table-tennis, Tennis, Ten pin bowling, Tree top walking\* (as part of a supervised activity), Trekking (under 2,500 metres altitude), Volleyball, Walking, Wake boarding\*, Water polo, Water skiing\*, White/black water rafting Grades 1 to 4\* (only if wearing a life-jacket and helmet), Windsurfing, Yachting/crewing\* (only if wearing a life-jacket and only inside territorial waters), Yoga, Zorbing/hydrozorbing\*.

Activities above that are marked with a single\* will exclude all cover under the Personal Accident and Personal Liability sections of this **policy**. This **policy** specifically excludes participating in, or practising any of the following activities;

#### **Excluded Activities**

Abseiling, American football, Animal conservation/game reserve work, Base jumping, Big game hunting, BMX stunt riding, Bouldering, Boxing, Bungee jumping, Canoeing/kayaking (white water), Canyoning, Caving/pot holing, Coasteering, Cross-channel swimming, Cycle racing and time-trialling, Free/high diving, Gliding, Hang gliding, Hiking (above 2,500 metres altitude), Horse jumping/ hunting, Judo/karate/ martial arts, Kite surfing, Lacrosse, Micro-lighting, Motor cycling as a passenger or rider (unless wearing a helmet, the motorcycle is under 125cc and the rider holds a valid motorcycle licence), Mountaineering, Organised competitive team sports, Parachuting, Paragliding, Parascending (over land), Polo, Professional sport, Quad biking, Rock climbing, Rugby, Sailing (outside territorial waters), Scuba diving (to a depth below 30 metres), Shark feeding/cage diving, Sky diving, Tombstoning, Track days using motorised vehicles (except Go-karting), Trekking (above 2,500 metres altitude), Water ski jumping, Weightlifting, White/black water rafting (Grade 5 to 6), Wrestling, Yachting (crewing) – outside territorial waters.

If you are undertaking a sport, or activity which is not listed, or are in any doubt as to whether cover will apply, please call Customer Services.

## \*\*Scuba diving conditions

Qualified divers, diving with a qualified divebuddy and in accordance with the guidelines of the relevant diving organisation with which **you** are qualified will be covered as follows:

Qualification	Maximum depth
PADI Open Water	18 metres
BSAC Ocean Diver	20 metres
BSAC Sports Diver, BSAC Dive Leader & PADI Advanced Open Water	30 metres

Other qualifications may be accepted but must be declared to **us** prior to travel.

If you do not hold a diving qualification, we will only cover you to dive to a maximum depth of 18 metres when accompanied by and under the direction of a qualified diving instructor as part of an accredited course.

You will not be covered under this **policy** if you travel by air within 24 hours of participating in scuba diving.

#### Making a claim

If you have a medical emergency, need to curtail your trip or require the Personal Assistance Services, please call Staysure Assistance on + 44 1403 289 161 or +1 833 780 0661 when calling from within the USA and Canada. The Emergency Assistance Line is open 24 hours a day, 365 days a year.

#### **Travel Claims**

If you need to make any kind of non-emergency claim, please call the Claims team on 01403 289 162 if you are within the United Kingdom or +44 1403 289 162 if you are abroad.

**You** can also register **your** claim online by visiting the following website: www.staysure.com/claims.

Please have your insurance Validation Certificate number to hand, and have ready any documents you may have that could be relevant to your claim for cover as detailed under Sections 1 to 15 (for example Medical Certificates, travel tickets, boarding passes, letters from authorities/public transport providers/airlines, depending on which section of cover you are claiming for).

If you do not have any documents with you, your claim might be delayed; please ask the operator for assistance. You may need to get additional information about your claim while you are away. You may also be asked to send us additional information and documentation (we will give you advice if this becomes necessary). The nature of the documentation we need may include hotel bills, hospital bills, pharmacy receipts and/or taxi receipts and will depend on your individual circumstances and the type of claim you are

making. Please read the General Conditions of this **policy** document and the relevant sections of **your policy** for more information.

All information, evidence, details of household insurance and Medical Certificates as required by us must be sent at **your** own expense. **We** reserve the right to require **you** to undergo an independent medical examination at **our** expense. **We** may also request, and will pay for, a postmortem examination in the event of **your** death.

You must retain any property which is damaged, and, if requested, send it to us at your own expense. If we pay a claim for the full value of the property and it is subsequently recovered or there is any salvage then it will become our property. We may also pursue any claim to recover any amount due from a third party in the name of anyone claiming under this policy. We may refuse to reimburse you for any expenses for which you cannot provide receipts or bills.

#### Subrogation

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in your name for our benefit against any other party.

#### Fraud

**You** must not act in a fraudulent manner. **We** shall not pay a claim if **you** or anyone acting for **you**:

- Makes a claim under the policy, or makes a statement, or provides a supporting document in support of a claim, knowing the claim to be false, or fraudulently exaggerated in any respect; or
- Makes a claim in respect of any loss or damage caused by your wilful act or with your connivance. Then:
  - We shall not pay any claim which has been, or will be made under the policy.
  - We may at our option declare the policy void.
  - We shall be entitled to recover from you the amount of any claim already paid under the policy.
  - We shall not return any of the premium paid.
  - We may inform the Police of the circumstances.

#### Disclosure of Information

In the unfortunate event that you need to make a claim, we may need to disclose information to any other party involved in the claim. This means ERGO Seguros de viaje, Sucursal en España, is expressly and duly authorised by you to process, for the purposes of the insurance, the data provided at the time of contracting the insurance

and that received at any subsequent point as a consequence of the contractual relationship and/ or the processing of any claim; said authorisation extends to access to and use of such data by persons who participate in the insured business, including professionals and medical centres that assist in the provision of the health coverage, in order to fulfil the conditions of the contract and provide the corresponding services; such usage and access likewise extends specifically with the purpose of processing/managing claims, to reinsurance and coinsurance entities, which are involved in possible coinsurance and reinsurance operations, and other entities that are involved in management and collection of premiums.

#### **Please Note**

Should there be any contradiction between the General Conditions and the Specific Policy Conditions relating to each Section of Insurance, the Specific Policy Conditions shall take precedence over the General Conditions. The General Conditions set out the circumstances for which you can make a claim and the benefits you can expect if you make a claim. Any breach of the General Conditions may mean that your claim is invalidated.

#### **EU Travel Regulations**

#### Travel delays

This **policy** is not designed to cover costs which are met under the EC Regulation No. 261/2004. Under EC Regulation No. 261/2004, if **you** have a confirmed reservation on a flight, and that flight is delayed by between 2 and 4 hours (length of time depends on the length of **your** flight) the airline must offer **you** meals, refreshments and hotel accommodation.

If the delay is more than 5 hours, the airline must offer to refund your ticket. The Regulations should apply to all flights, whether budget, chartered or scheduled, originating in the EU, or flying into the EU using an EU carrier. If your flight is delayed or cancelled, you must in the first instance approach your airline and clarify with them what costs they will pay under the Regulation. If you would like to know more about your rights under this Regulation, additional useful information can be found on the Civil Aviation Authority website (www.caa.co.uk).

## Claims for Personal Baggage

We will pay claims for personal baggage based on the value of the goods at the time you lost them, and not on a new for old or replacement cost basis. If your personal baggage is delayed, lost, stolen or damaged whilst in the care of your airline, you must in the first instance approach your airline and clarify with them what compensation they will pay. If you would like to know more about claiming directly from your airline, additional useful information can be found on the Civil Aviation Authority website (www.caa.co.uk).

#### Complaints

We will do everything possible to ensure that you receive a high standard of service. If you are not satisfied with the service received please forward details of your complaint to:

Customer Services Department ERGO Seguros de Viaje Av. Isla Graciosa, 1 28703 San Sebastián de los Reyes (Madrid), España

Email: sac@ergo-segurosdeviaje.es

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response. We will contact you as soon as possible after receiving your complaint to inform you of what action we are taking. We will arrange to issue a final response within two months. If you are still not satisfied with the way in which the Customer Service Department have handled the complaint, or you do not receive a response within two months then you may refer the matter to the Complaints Service of the General Directorate of Insurance and Pension Funds, in accordance with the provisions of Order ECC/2502/2012.

#### **Cancellation provisions**

#### Your right to cancel the policy

Date of effect of cancellation made by you.

If you ask us to cancel your policy in writing or by telephone, such cancellation shall take effect on the date the notice is received, or on the date specified in the notice, whichever is later.

You have the right to cancel your policy within 14 days of the date of issue or receipt of your documents, whichever is later. We will only refund to you any premium you have paid, less any fees and charges if you have not travelled, or have made, or intend to make a claim.

If the notice of cancellation is received outside the 14 day cooling off period no **premium** will be refunded, however discretion may be exercised in exceptional circumstances such as bereavement or a change to the **policy** resulting in **us** declining to cover **your medical conditions**.

#### Cancellation by us

We may give you 14 days' notice of cancellation of this policy by a Recorded Delivery letter to you at your last known address. We will refund you

the proportionate amount of **premium** left on **your policy**. If the **insured person** has passed away, the entitled **premium** refund will be paid to the estate. In all cases, if an incident has arisen during the period of cover which has or will give rise to a claim, then no refund will be made.

#### Effective time of expiry

This **policy** shall cease at 00.01 hours Central European Time on the day following the last day of the period of cover for which the **premium** has been paid.

#### **General Data Protection Regulation**

#### Privacy Policy How we use the information about you

As an insurer and data controller, we collect and process information about you so that we can provide you with the products and services you have requested. This will be your name, age, address, health information, travel dates, destination, and other information which is necessary for us to:

- meet our contractual obligations to you;
- issue and administer this insurance policy including payments and other transactions
- service your policy (including claims and assistance); and
- detect, investigate and prevent activities which may be illegal, or could result in your policy being cancelled, or voided.

We process the above data for the 'performance of contract', or 'legitimate interest', and we process information about medical conditions, or health on the basis of 'substantial public interest'.

We may share information with trusted third parties in order to administer your policy and deal with any claims. These include Howserv Europe and ERGO Travel Insurance Services Limited, contractors, investigators and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. We have strict contractual terms in place, including the model legal terms defined by the European Union to make sure that your information remains secure.

We will not share your information with anyone else unless we are required by our regulators, or other authorities.

### **Special Categories of Personal Data**

Some of the personal data **you** provide to **us** may be more sensitive in nature and is treated as a Special Category of personal data. This could be information relating to health or criminal convictions, and may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes as set out in this notice.

### How we store and protect information

Information collected by **us** is securely stored on servers located either in the United Kingdom, or European Union. **We** keep and process this information to meet **our** contractual, and regulatory obligations, or to deal with requests from other authorities. **You** have the right to request a copy of, or correct the information that **we** hold about **you**. If **you** would like a copy of the information **we** hold about **you** please contact **us** by email or letter as shown below:

Data Protection Officer ERGO Seguros de Viaje Av. Isla Graciosa, 1 28703 San Sebastián de los Reyes (Madrid), España

Email: dpd@ergo-segurosdeviaje.es

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## **Require Emergency Assistance**

In an emergency, first check that the circumstances are covered by this policy. Having done this, telephone Staysure Assistance stating your name and policy number on the number(s) below:

24 hour **Staysure Assistance Emergency Helpline**Freephone when calling from a landline within the USA and Canada. Call charges apply when calling from a mobile.

+44 1403 289 161 +1 833 780 0661

Our Emergency Assistance Line is open 24 hours a day, 365 days a year.

## **Travel Claims – telephone numbers**

If you need to make any kind of non-emergency claim, please call the relevant claims number as listed below:

Claims +44 1403 289 162

You can also register your claim online by visiting the following website: **www.staysure.com/claims**.

Please also see page 38 for our claims procedures.

## We're here to help!

## 24 hour Medical Emergency Support

If you require medical assistance whilst on holiday

+44 1403 289 161

Or if calling from within the USA and Canada

+18337800661

#### **Customer Services Team**

If you have a query or need to amend your policy in any way 952 010 024

#### **Sales Team**

If you have a Single Trip policy and you would like 952 010 057 another policy

#### **Renewal Team**

If you have an Annual Multi-Trip policy and you 952 010 030 would like to renew

To ensure we are consistent in providing our customers with quality service, we may record your telephone call.

**If you need to make a claim** – please see the inside back cover for the relevant telephone numbers and page 38 for our claims procedures.

