



Expatriate travel insurance policy



Spain

April 2025

Staysure Expatriate

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 46 of this **policy** booklet.

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

24 hour Medical Emergency Support

If you require medical assistance whilst on holiday **+44 1403 289 161**

Freephone when calling from a landline within the USA and **+1 833 780 0661**
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 back cover for the relevant telephone numbers and page 44 for our claims procedures.

Customer Services Team

If you have a query or need to amend your policy in any way **+34 952 010 024**

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 Tarjeta Sanitaria Europea (TSE) or a European Health Insurance Card (EHIC) or Global Health Insurance Card (GHIC).

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 (Curtilment 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 now awaiting a diagnosis, investigation, test results 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:

- An English-speaking resident in Spain who has been a permanent resident for at least 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 Tarjeta Sanitaria Europea (TSE) or a European Health Insurance Card (EHIC) or Global Health Insurance Card (GHIC). 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 Tarjeta Sanitaria Europea we will not apply the deduction of the excess under Section 3 – Emergency Medical and Repatriation.

When you use your TSE, EHIC or GHIC 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	Excess
1	Cancellation	€500 *(optional €1,000/€3,000)		€129***	€5,000	€99***	Nil
2	Curtailment	€500 *(optional €1,000/€3,000)		€129	€5,000	€99	Nil
	Trip Interruption	€500		€129	€1,500	€99	Nil
	Pre-booked excursions	€300		Nil	€350	Nil	Nil
3a	Emergency Medical & Repatriation Expenses	€5,000,000		€129	Unlimited	€99	Nil
	• Emergency Dental treatment	€250		€129	€400	€99	Nil
	• Additional Accommodation & Travelling Costs	€2,000 per trip		Nil	€2,000 per trip	Nil	Nil
3b	Hospital Daily Benefit	No cover available on Basic			€50 per each full 24 hour period up to €1,000	Nil	Nil
4a	Missed Departure	€500	€129	€1,500	€99	Nil	
4b	Departure assistance and Missed connection within Spain	No cover available on Basic			€500	Nil	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	Nil	
6a	Personal Baggage	€300	€129	€2,500	€99	Nil	
	Single article or pair	€250	€129	€400	€99	Nil	
	Valuables	€250	€129	€500	€99	Nil	
6b	Baggage Delay on your outward journey	No cover available on Basic			€50 for first 24 hours up to €150 after 48 hours	Nil	Nil
6c	Personal Money and Passport	€300	€129	€500	€99	Nil	
	• Cash limit (18 years and over)	€250	€129	€500	€99	Nil	
	• Cash limit (under 18 years)	€150	€129	€150	€99	Nil	
	• Passport	€300	€129	€500	€99	Nil	
7	Personal Accident	No cover available on Basic					
	• Death				**€20,000	Nil	Nil
	• Loss of limb or Loss of sight				**€20,000	Nil	Nil
	• Permanent Total Disability				**€20,000	Nil	Nil
8	Personal Liability	Nil*(€2,000,000)	€129	€2,000,000	€99	Nil	
9	Legal Costs & Expenses	No cover available on Basic			€10,000	Nil	Nil
10	Hijack	No cover available on Basic			€50 per full 24 hour period up to €5,000	Nil	Nil
11	Personal Assistance Services	No cover available on Basic			€250	Nil	Nil
12	Home Country Cover						
	• Medical Transfer within Spain	€1,000	€129	€1,000	€99	Nil	
	• Additional Accommodation Costs	€1,000	€129	€1,000	€99	Nil	
13	Pet Care	No cover available on Basic			€35 per 24 hour period up to €350	Nil	Nil

Table of benefits – optional sections of cover

Section	Cover	Limits of cover Basic	Excess	Limits of cover Comprehensive	Excess	Excess
14	COVID-19 Cover	See Sections 1,2, and 3a				
Optional Cover - (available subject to additional premium and if shown on your Validation Certificate)						
15	Optional Travel Disruption Extension					
	• Extended cancellation or curtailment	€500 *(optional €1,000 or €3,000)	€129	€5,000	€99	Nil
	• Extended Travel Delay and Enforced Stay	Up to €1,000	Nil	Up to €1,000	Nil	Nil
	• Additional Overseas Accommodation and Repatriation cover	€1,000	€129	€1,000	€99	Nil
Optional Cover - Only available for Comprehensive policies (available subject to additional premium and if shown on your Validation Certificate)						
16	Optional Winter Sports Cover	No cover available on Basic				
	• Winter Sport Equipment		Up to €500	€99	Nil	
	• Ski Pass		€250	€99	Nil	
	• Winter Sports Equipment Hire		€20 for each full day up to €300	Nil	Nil	
	• Ski Pack		€250	Nil	Nil	
	• Winter Sports Equipment Delay		€20 for each full day up to €300	Nil	Nil	
	• Piste Closure		€20 for each full day up to €200	Nil	Nil	
	• Avalanche or Landslide		€20 for each full day up to €160	Nil	Nil	
17	Optional Golf Cover	No cover available on Basic				
	• Golf Equipment		€5,000 (single article €500)	€75	Nil	
	• Golf Equipment Hire		€500	Nil	Nil	
	• Non-Refundable Golfing fees		€1,500	Nil	Nil	
	• Hole-in-one cover		€300	Nil	Nil	
	Excess Waiver	No cover available on Basic	You must pay an additional premium and this must be requested at the time you purchase your policy. This cannot be added retrospectively.			Nil
	Increased Single Article Limit					
	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.			Nil

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 €1,000 if the Insured Person is under 18 year of age. ***The excess for loss of deposit claims is reduced to €10.†Only available on Comprehensive AMT policies.

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 post-surgery, 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

All sections of this insurance (apart from Section 9) are underwritten by ERGO Seguros de viaje Sucursal en España, an ERGO Group Company registered in Germany as ERGO Reiseversicherung.

Section 9 is underwritten and administrated by Onlygal Seguros y Reaseguros.

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 Viaje. 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	Europe	Worldwide Excluding	Worldwide
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 trip*	183 days in total
71-85	Maximum 35 days in any one trip	

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 an annual multi-trip **policy**, **you** are covered for up to two **winter sports trips**, with a combined total of no more than 21 days. All **trips** must take place during the period of cover shown on **your Validation Certificate**.
- 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**.

Trips to Risk Areas / War Zones / Important information about your trip destination: This **policy** does not provide cover for **trips** to countries or areas in war situation. In the event **you** are already at the **destination** when a situation of this type is unleashed, the insurance cover will be maintained for **14 days** from the moment the armed conflict begins. During this period, **you** need to contact **us** to inform about **your** situation and to assess the possibility of issuing a supplement to **your** insurance **policy** establishing new special conditions of cover. If it is not possible to issue a supplement to the **policy** that provides cover for the new situation, **you** shall take the decision to leave the area or to continue the journey without cover, at **your** own risk.

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**.

Stopovers

If **your** journey to **your destination** involves a stopover of less than 12 hours and **you** will not be leaving the airport, **you** do not have to purchase cover for the stopover country.

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 16 in this policy for full details.

Optional Golf Cover

Please refer to the Optional Golf Cover Section 17 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. Comprehensive policies only.

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 Tarjeta Sanitaria Europea (TSE), European Health Insurance Card (EHIC) or Global Health Insurance Card (GHIC)

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:

1. 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.
3. 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 45 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 and 9.

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 –

1. 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.
2. 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,

Commonwealth & Development Office (FCDO).
See www.gov.uk/fcdo.

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/daughters-in-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 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**.

Curtailement/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**.

Epidemic – A disease which spreads at the same time and within the same country or region to a large number of people, provided that it is declared or officially recognised as such by the proper and competent authorities of the place where it occurs, as posing a health emergency and an extraordinary risk to public health.

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 step-children) 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

Pandemic – **Epidemic** disease spread over a large area (several countries or continents) and affecting a significant part of the population. For the purposes of the guarantees of this insurance **policy**, the disease will be considered to have reached the level of a **pandemic** as soon as the WHO declares that the disease has reached that level.

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/check-up, 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 full-time education), living in the same household, including children living away from **home** in full time education.

Spain – The Spanish mainland and the Balearic and Canary Islands along with Ceuta and Melilla.

Sports and activities – The activities listed under Sport and Activities on pages 43.

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 hand-held 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 situation (whether declared or not) is understood as the existence of warlike conflicts of any nature or scope: military or civil, national or international or any armed conflict of similar characteristics, taking place in a country territory or area thereof. In order to ascertain the possible existence of the armed conflict and the moment in which it began, the advice of the Foreign Commonwealth & Development Office (FCDO), will be taken into account, among other circumstances, as well as the moment in which the Government of **Spain** advises to its citizens not to travel to the country or area, or leave it.

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 (Curtilment 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 to the amount shown in the table of benefits, for the level of cover shown on **your validation certificate**, 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 for Comprehensive cover (€175 for loss of deposit), 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, Commonwealth and Development 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 the amount shown in the table of benefits, for the level of cover shown on **your** **validation certificate**, per **insured person** 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 or €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

1. 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.
2. 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.
6. 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**.

as necessary due to complications of pregnancy and childbirth;

5. any claim for travel or accommodation expenses of any person not insured under this policy, regardless of whether **you** have paid those costs on their behalf.
6. 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);
7. any costs in respect of any unused pre-paid travel expenses when **we** have paid to repatriate **you**;
8. 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;
9. anything for which the company providing **your** transport or accommodation, their agents, or any person acting for **you** is responsible;
10. **your** vehicle being stolen, broken into or vandalised or breaking down;
11. **you** no longer being able to afford to go on the planned trip;
12. 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);
13. any costs relating to airport taxes or air passenger duty. **You** should obtain a refund from **your** carrier for such charges;
14. any claim caused by work commitment or amendment of **your** holiday entitlement by **your** employer;
15. 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;
16. prohibitive regulations by the Government of any country, or delay or amendment of the booked trip due to Government action;
17. the death or illness of any pet or animal;
18. anything mentioned in the General Exclusions.

What is not covered: under Sections 1 and 2

1. the policy excess per insured person per claim;
2. disinclination to travel, or continue travelling, unless **your** change of travel plans is caused by one of the circumstances listed under 'what is covered';
3. 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;
4. cancellation, curtailment or trip interruption caused by pregnancy or childbirth unless the cancellation is certified by a doctor

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 unlimited cover 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 or €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** TSE, EHIC or GHIC.

- 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

1. 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**.
2. the excess, unless you use a TSE card, EHIC or GHIC 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**.
10. 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.
13. 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. any costs incurred as a result of being airlifted from a cruise ship unless these have been authorised by us in advance.
19. 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 TSE, EHIC or GHIC 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:

1. 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 TSE, EHIC or GHIC 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.
4. 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, 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 Comprehensive cover 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

1. **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.
2. **You** must obtain written confirmation from the **carrier** stating the period of, and the reason for, the delay.
3. 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.
5. 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:

1. **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;**

2. **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 or €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**.
3. 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:

1. claims where you have not obtained written confirmation from the carrier stating the period and reason for delay;
2. 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 or €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 or €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 or €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.
2. 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. **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.
5. **Baggage** shall be considered to have been lost after 21 days have passed since the loss was reported.
6. 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) for Comprehensive cover 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.
2. 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

1. **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**;
3. 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;
4. 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 a hotel room, or private accommodation for your sole private use, or the sole private use of your travelling party;
7. 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;

8. 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.

9. electrical or mechanical breakdown, or malfunction of the article insured;

10. 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;

11. 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;

12. 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 pre-payments;

14. any claim for baggage, or the contents of any baggage containing perishable goods.

15. 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;

21. 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:

Comprehensive policies only:
- | 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 |
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What is not covered:

- 1. injury not caused solely by outward, violent and visible means;**
- 2. your disablement caused by mental or psychological trauma not involving your bodily injury;**
- 3. 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 €30,000, €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;**
- 6. 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;**
- 9. 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 non-payment of the premiums.

3. Extension of the cover.

- 1. 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.
- 2. 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.
- 4. 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.
2. 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.
3. **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;
2. **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;**
4. **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);**

5. **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; horse-drawn, 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;**
7. **liability or material damage for which cover is provided under any other insurance or guarantee;**
8. **accidental injury or loss not caused through your negligence;**
9. **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 Legal Costs and Expenses

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

Cover under this section is underwritten and administered by Onlygal Seguros y Reaseguros, S.A. Plaza Europa 41-43, 6 planta 08908 Barcelona. Firm reference number C0396

Onlygal is the underwriter and provides the legal protection insurance and legal advice helpline.

Definitions:

Injury and damage: Only the following are considered as such:

- a) Bodily injury to natural persons (injury or death). Injury is defined as any bodily harm or detriment caused by a wound, blow or disease.
- b) Non-material and/or pecuniary damage (loss of profit), provided that both derive from or were the consequence of material harm or bodily injury.

A. Claim for personal injury caused by a third party

Defence of the interests of the insured abroad or in Spain, claiming **injury and damage** of a non-contractual nature that they have suffered to their person, caused by the negligence or malice of a third party.

When the proceedings are conducted under Spanish jurisdiction, a lawyer from the onLygal network will be assigned.

When the proceedings are conducted under foreign jurisdiction, the Insurer will reimburse the legal expenses incurred by the insured for a lawyer of their free choice up to the limit indicated in the insurance contract.

B. Geographic Scope

Claims are covered at the international level.

C. Insured sum for legal expenses

The Insurer provides the service and assumes the expenses **up to the maximum amount per claim and year, which stands at €6,000 per claim.**

A minimum amount under dispute is set at €300.

For the purposes of the maximum insured sum, events that have the same cause will be considered to be a single claim.

D. Claims not covered and exclusions

Within the limits established by Law and in this contract, the expenses that the Insurer is obliged to pay are as follows:

1. The notary-related expenses of granting powers of attorney for lawsuits (**if necessary**), as well as the costs of deeds, summons and other documents necessary for the defence of the interests of the Insured (having first been accepted by the Insurer).
2. Legal fees in any guaranteed proceeding.
3. The fees and expenses of the barrister in proceedings in which their involvement is legally required.

4. The fees and expenses of experts **appointed or authorised by the Insurer.**
5. The legal costs arising from the processing of the guaranteed proceedings.
6. Expenses for the adoption of interim measures in guaranteed proceedings.
7. Court fees arising from the processing of guaranteed proceedings.
8. Expenses that the Insurer authorises and deems appropriate to establish the rights of the Insured and to guarantee the viability of their actions, such as the cost of police reports, traffic certificates or certificates from the Land Registry.
9. In guaranteed disputes, the cost of the informative session as well as the fees of the mediator involved, provided that Mediation is established by Law as a compulsory way of resolving a dispute, a Court orders the parties to attempt Mediation, the guarantee expressly contemplates it, there is a contractual clause that obliges the parties to submit the dispute to Mediation or, in view of the type of dispute, it is offered by the Insurer as a way of resolving the dispute.
10. In guaranteed disputes, the notary-related fees corresponding to the notarisation of the agreements reached between the parties through mediation.
11. If there is a contractual clause (initially included in a contract) obliging the parties to submit any possible dispute to arbitration, the costs of arbitration to be borne by the Insured are covered in guaranteed disputes. The following shall be considered as arbitration costs: the costs of opening and registering the case, the arbitrators' fees and administrative expenses.
12. Expenses arising from the compulsory judicial enforcement of judgements or writs of execution that recognise the rights of the Insured, with a maximum of four requests addressed to the judicial body in order to proceed with the judicial investigation of the assets of the party subject to enforcement, and for a maximum period of five years from the judgements or titles becoming firm.
13. Any other expenses specified in the Individual Conditions.

Expenses not covered

1. **Payment of fines or penalties.**
2. **Civil damages.**
3. **Taxes or other payments of a fiscal nature arising from the submission of public or private documents to official bodies.**

4. Expenses arising from legal accumulation or counterclaims, when they refer to matters other than those included in the guaranteed coverages.
5. Expenses for the defence of civil liability, unless their coverage has been expressly agreed in the Individual Conditions.
6. The provision of bonds to cover the payment of civil damages or the payment of fines.
7. Those arising from the involvement of professionals whose selection has not first been communicated to the Insurer.
8. The travel, accommodation and subsistence expenses of the Insured, experts or witnesses whose purpose is to attend the Court proceedings, unless coverage for these has been expressly agreed in any guarantee.
9. Any other expense not included in this insurance contract.

E. Exclusions

1. Claims occurring as a result of optional guarantees that the Policyholder has decided not to take out.
2. Events deliberately caused by the Insured in order to make use of the coverage of the policy.
3. Claims (or the defence against claims) that may be made by the Insured against each other under this policy, except for those guarantees where it is expressly stated otherwise.
4. The claim that the Insured may make against the Insurer or the defence of the Insured against a claim made against them by the Insurer.
5. Defence and claims in bankruptcy proceedings.
6. Matters that must be pursued through International Courts or Constitutional Law Courts, except for the Appeal for Protection when applicable in matters handled by the Insurer in the ordinary courts.
7. Claims for non-material and/or pecuniary damage that does not arise from and is not the consequence of damage to property or personal injury.
8. Defence, claims and payment of benefits arising directly or indirectly from events caused by nuclear energy, genetic alterations, radioactive emissions, natural

disasters, war, riots, solar (geomagnetic) storms and terrorist acts

9. Defence and claims in disputes related to strikes, lockouts, as well as those arising from collective decisions or disputes or those that can be challenged through the collective conflict route.
10. Defence claims and payment of benefits related to disputes arising from the Insured's participation in motor-related training, competitions or sporting events.
11. Defence and claims in accidents caused by the ingestion of alcohol, psychotropic substances, hallucinogens, drugs, narcotics and any substance with similar characteristics or effects.
12. Defence and claims in disputes relating to the administration of property, assets, shares, gambling and betting contracts and speculative business.
13. Claims against the originator of the loss who is, with respect to the Insured, a relative in direct or collateral line within the third civil degree by consanguinity or kinship (or the defence against the claim).
14. Defence and claims in disputes relating to trademark law, patents, intellectual or industrial property, competition law and the right of association.
15. Defence and claims in disputes arising from or related to the design, construction, transformation, demolition or renovation of the property or installations of any of the properties it possesses through ownership, lease or usufruct.

F. Time scope

Claims that have occurred during the validity of the policy and which are notified to the Insurer in a reliable manner within two years of the date of their occurrence are covered.

For the purposes of the coverage of this policy, the loss is understood to have occurred at the moment in which the action or omission that caused the damage was carried out.

G. Free choice of lawyer and barrister

The Insured has the right to freely choose the lawyer and barrister (if necessary) to defend and/or represent them in any kind of judicial, administrative, conflict mediation or arbitration proceedings.

The Insurer shall pay the fees and expenses indicated in the "Covered Expenses" section up to

the maximum insured sum established in the Individual Conditions.

Before the Insured proceeds with their choice, the Insurer must have had the opportunity to study the claim and confirm whether the events declared are covered and if the proposed action to be brought is viable. It must also have been able to perform out-of-court actions.

The Insured must inform the Insurer of the name of the chosen lawyer and/or barrister.

The Insurer may justifiably challenge the appointed professional and, if the dispute continues, it must be settled by arbitration.

Likewise, the Insured is obliged to provide any information and documentation that the Insurer may request, both to determine the cover and viability, and to determine the status of the procedure initiated and its outcome.

The lawyer and barrister appointed by the Insured will in no case be required to follow the instructions of the Insurer.

The Insured has the right to agree with the chosen lawyer the fees freely established, even if they are significantly higher than normal for similar cases.

Without prejudice to the foregoing, the Insurer will reimburse the Insured for the fees paid up to the equivalent of the average market price, without in any case **exceeding the maximum insured sum indicated in the Individual Conditions**. Any excess will be at the Insured's expense.

This "average market price" will be reduced or increased, taking into consideration the following criteria:

- The work actually carried out.
- The legal complexity of the case and/or the work involved in the case or the evidence presented.
- The result obtained.
- What other lawyers charge for similar cases.

In those cases, in which the involvement of the barrister is required by Law, the fees and expenses for their involvement will be reimbursed in accordance with the legally applicable fees, **up to the maximum insured sum indicated in the Individual Conditions**.

In order to make the reimbursement effective, the Insured must provide evidence of the quote agreed with the professional (order form), the invoice and payment, as well as any other documentation requested by the Insurer. The Insured may choose to have the lawyer and/or barrister's invoices paid directly to these professionals.

In the event that the chosen lawyer and/or barrister does not reside in the judicial district where the proceedings are to be held, the Insured shall be responsible for any expenses and fees invoiced for travel, accommodation and subsistence.

If, at the Insured's choice, more than one lawyer and/or barrister takes part in the proceedings, the Insurer will pay a maximum of the fees equivalent to the involvement of only one of them.

In the event that the other party is ordered to pay the costs of the proceeding and the lawyer's, and barrister's fees are paid by it, the Insurer shall be released from paying them, in the event that they have not yet been paid, or may demand a refund for the amount paid, in the event that they have been paid.

H. Conflict of interest

A conflict of interest exists if the Insurer has to defend interest's contrary to those of the Insured. In this case, it must notify the Insured, taking such urgent steps as may be necessary for the defence of its rights and interests. This notification having been made, the Insured may choose between continuing with the legal direction by the Insurer or entrusting it to a lawyer and/or a barrister of their free choice.

In addition, both parties may submit to arbitration any conflicts that may arise in the interpretation of these terms and conditions. The appointment of an arbitrator may not take place before the disputed issue arises.

Section 10 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 11 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;
- iii. 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:

1. 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.
2. payment for any medical consultations, inoculations, or vaccinations.

Section 12 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;**
- 2. 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 13 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 Comprehensive cover 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

- 1. 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 14 COVID-19 Cover

PLEASE NOTE: Where the Foreign Commonwealth and Development Office (FCDO) have not advised against all, or all but essential travel, this section of cover extends the Emergency Medical and repatriation section, the Cancellation or Cutting Short Your Trip sections of this policy as follows:

What is covered for Emergency Medical and Repatriation Expenses:

We will pay up to the amount shown in the table of benefits under section 3a Emergency Medical & Repatriation expenses for each **insured person** who contracts COVID-19, as proven by a medically

approved test showing a positive result for COVID-19, during an **insured trip** outside **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) additional travelling costs to repatriate **you** home when recommended by our **Medical Officer**.
- c) additional travel and accommodation costs as authorised by our Assistance Company up until our **Medical Officer** advises that **you** can be repatriated **home**.
- d) additional travelling costs to repatriate **you** **home** when **you** are denied boarding on **your** pre-booked return travel due to **you** contracting COVID-19.
- e) a benefit payment of €20 per complete 24 hour period up to €300 where **you** are ordered into self-isolation in **your** holiday accommodation by a relevant Government authority, as a result of **you** contracting COVID-19.

What is covered for Cancellation and Cutting Short Your Trip:

We will pay **you** up to the amount shown in the table of benefits for either Section 1. Cancellation, or Section 2. Cutting Short Your Trip, per **insured person** for any irrecoverable unused travel and accommodation costs (and other prepaid charges) which **you** have paid or are contracted to pay, if **you** were not able to travel and use **your** booked accommodation or undertake the **trip** as a result of COVID-19, as proven by a medically approved test showing a positive result for COVID-19:

- a) **you**, a **close relative**, a member of **your** household, **travelling companion** or any person with whom **you** have arranged to stay during the **trip** has a diagnosis of COVID-19 in the 14 days prior to **your** booked departure date.
- b) **you** are denied boarding on **your** pre-booked outbound travel due to **you** contracting COVID-19.

or where **you** have to cut short **your trip** as a result of:

- a) the death of **your close relative**, as a result of COVID-19.
- b) **you** are unable to continue with a pre-booked excursion following **your** self-isolation as ordered by a relevant Government authority due to contracting COVID-19, up to a maximum of €350 for all excursions.

What is not covered

(applicable in addition to any exclusion listed under Sections 1. Cancellation, 2. Cutting short your Trip and 3a. Emergency Medical & Repatriation Expenses of your policy):

1. the excess
2. claims arising directly or indirectly from an outbreak of COVID-19 locking down, resulting in travel warnings, affecting or restricting freedom of movement in your home country, the country or specific area or event to which you were travelling to or through before after or during your trip.
3. any claim where you are experiencing symptoms of an infectious disease, or have been told to self-isolate at the time you purchased, renewed or extended this insurance, or at the time of booking any trip, whichever is later. Or in the case of Emergency Medical or Repatriation Expenses claims, started your trip whichever was later.
4. Your quarantine when it has been imposed on a community, geographic location or vessel imposed by a Government or public authority.
5. the cost of airport departure duty/tax (whether irrecoverable or not).
6. travel tickets paid for using any airline mileage reward scheme, for example air miles.
7. travel or accommodation costs where a credit or voucher has been provided in lieu of a cash refund.
8. travel or accommodation costs paid for using any timeshare, holiday property bond or other holiday points scheme.
9. 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.
10. 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.
11. any accommodation costs, charges and expenses where the public transport operator has offered reasonable alternative travel arrangements.

12. any costs for normal day to day living such as food and drink which you would have expected to pay during your trip.

13. any claim made under Section 14 in addition to a claim under either Sections 1,2 or 3a of this policy.

Claims evidence

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

1. a copy of the positive test result for COVID-19 you received from a registered medical practitioner
2. booking confirmation together with a cancellation invoice from **your** travel agent, tour operator or provider of transport/ accommodation.
3. for claims where **you** cut short **your** trip, 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.
5. a letter from the carriers (or their handling agents).
6. written confirmation from the scheduled public transport operator (or their handling agents) confirming the exact reason for which **you** were denied boarding, together with details of any alternative transport offered.
7. receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.
8. any other official document or medical report confirming **your** diagnosis for COVID-19 which leads to **your** self-isolation, or the need to cancel or cut short **your** trip.

Section 15 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.

PLEASE NOTE: **You** will not be covered where the travel advice or restrictions arise as a result of COVID-19 or any mutated form of the virus.

Extended Cancellation or Curtailment cover

What is covered:

We will pay **you** up to the amount shown in the table of benefits for the cover level shown on **your** Validation Certificate, 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 & Development Office (FCDO) 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**.

COVID-19: No cover is provided under this section of cover for claims arising as a result of COVID-19, or any mutated form of the virus.

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 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.
4. **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.
6. 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**.
9. 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.**
4. **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 or an outbreak of food poisoning 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.**
6. **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.

8. **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. **any claim arising as a result of COVID-19 or any mutated form of the virus.**
11. **anything mentioned in the General Exclusions.**

Claims evidence

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

1. a copy of the advice against all travel or all but essential travel issued by the Foreign, Commonwealth & Development Office (FCDO) or the World Health Organisation (WHO) or the regulatory authority in a country to/from which you are travelling or were planning to travel.
2. booking confirmation together with a cancellation invoice from **your** travel agent, tour operator or provider of transport/accommodation.
3. 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.**
5. 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.
6. 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 16 Optional Winter Sports Cover

PLEASE NOTE: Please see page 14 for Winter Sports definition. 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 two trips of up to 21 days in total.

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 – 15 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 16a 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 you paid
Up to 36 months old	50% of the price you 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;
2. 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;
3. 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 16b 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;
2. 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 16c 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:

1. 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 16d 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 16e 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 16f 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

- 1. 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:

- 1. claims arising from closure of the resort lift system due to avalanches or dangerous high winds;
- 2. 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 16g 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 17 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 17: Golf equipment – Golf clubs, golf bag, golf shoes and non-motorised golf trolleys.

Section 17a Golf Equipment

What is covered:

We will pay up to €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:

1. the excess;
2. more than €500 per single article of golf equipment;
3. golf equipment which is over five years old;
4. 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;
6. 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;
10. claims arising from damage caused by leakage of powder or liquid carried within your golf equipment;
11. 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 17b 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 17a and 17b)

1. 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:

1. 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.
2. 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.
 4. 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.
 5. claims arising from damage caused by leakage of powder or liquid carried within personal effects or golf equipment.
 6. 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 17c 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:

1. 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;
2. 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 17d 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

1. You must be a member of a recognised golf club affiliated to a national golfing union and hold an official national golfing union handicap;
2. 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

1. 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.
2. 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**.
3. 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.
5. **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.
7. **You** must comply in full with the Terms and Conditions of this **policy** before a claim will be paid.
8. **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 Tarjeta Sanitaria Europea (TSE), EHIC or GHIC.
 - 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.
 - iii. 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.

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:
2. 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.
3. 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.
 4. 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.
 5. Any person participating in winter sports who has reached the age of 71 years prior to the start of the period of cover.
 6. 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.
 8. 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 pre-authorised 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.
 15. You engaging in work/manual work, whether or not in conjunction with any profession, business or trade during the trip.
 16. 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.
 17. 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.
24. 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).
27. 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.
29. Claims arising from, or related to any coronavirus including but not limited COVID-19, or any related/mutated form of the virus unless specifically listed as covered by this policy;
30. Claims arising from any epidemic, or pandemic as declared by the World Health Organisation.

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 **your home country**), 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/crewling* (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, Boulderling, 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 dive-buddy 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 17 (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 post-mortem 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).

International sanctions and embargos

In accordance with the legal obligations resulting from Spanish foreign policy as regards international sanctions, the covers provided by this insurance and the payment of compensation or benefits set out herein may not be demanded of the Insurer if they would breach any type of international sanction or embargo of an economic, trade or financial nature, adopted by the United Nations, the European Union, United Kingdom or the United States, and that would be binding on **Spain**. The Insurer reserves the right to reject payment of the compensation or benefit requested by the insurance policyholder or by the insured if it ascertains that they are subject to an international sanction that prohibits insurance cover from being provided, under the terms set out in the corresponding sanction ruling.

The above shall likewise apply in the event of international trade, economic or financial sanctions adopted against the public authorities or bodies of countries or states, such as, for example, North Korea, Syria, or those subject

to sanctions as a result of the Crimean conflict, and any other countries subject to sanctions of this type and included on the lists of the United Nations, the European Union, United Kingdom and the United States, within the context of the international relations and treaties in force.

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



**If you need help in an emergency, you should call
Staysure Assistance for 24 hour telephone support.**

From Europe **(+44) 1403 289 161**

From the USA or Canada **(+1) 833 780 0661**

You'll need to let us know your name and your policy number, so keep it handy. Call charges may apply when calling from a mobile.

Customer Services Team **+34 952 010 024**

Sales Team **+34 952 010 057**

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

For further information about making a claim, please see page 44 of this document. There's also more information at: www.staysure.co.uk/claims



Spain

Staysure Expat

staysure.com