

# Your Policy Document Travel Insurance

CHUBB®

## Advice to Travellers

### Important Phone Numbers

---

Please make a note of the following phone numbers or add them to **Your** mobile; **You** may need them in an emergency or if **You** need to make a **Claim**.

### Chubb Assistance

---

For overseas medical emergencies please contact Chubb Assistance on:  
Telephone: + 34 938 004 789  
E-mail: [asistencia@chubb.com](mailto:asistencia@chubb.com)  
(24 hours a day, 365 days a year)

### Chubb Claims

---

Use the Claims Portal found [here](#).  
Telephone: + 34 938 004 788  
E-mail: [asistencia@chubb.com](mailto:asistencia@chubb.com)

### Chubb Customer Service

---

Telephone: + 34 938 004 788  
E-mail: [travel.es@chubb.com](mailto:travel.es@chubb.com)

### Helpful hints for your insurance

---

- Take copies of **Your** policy documents on **Your Trip** with **You**;
- Report any **Loss** of theft to the hotel or local police within 24 hours and get a report from them;
- Keep **Valuables** safe (for example in a safety deposit box);
- Don't leave **Valuables** lying around or in view of other people;
- Leave yourself enough time to get to the airport, park, and get through security. Remember to allow time for delays in traffic or travel
- Contact **Us** if **You** have a change in health that may lead

to **You** having to cancel or alter **Your Trip**

- Contact **Us** for advice before incurring costs that **You** would seek to subsequently **Claim** for under this Policy.
- To make claim: Use the Claims Portal found [here](#).

### Immunisations

---

You may need extra immunisations when travelling Abroad. Check whether You do before travelling online at <http://www.msssi.gob.es/profesionales/saludPublica/sanidadExterior/salud/consejosViajero.htm>

### EHIC

---

If **You** are travelling to Europe (all EU countries plus Iceland, Liechtenstein, Norway & Switzerland) **You** should obtain a European Health Insurance Card (EHIC) and take it with **You** when **You** travel. This will allow **You** to benefit from the reciprocal health arrangements, which exist with these countries and, if **You** have a valid **Claim** for Medical Expenses under this Policy, **We** will not deduct the **Excess** where the cost of **Your Claim** has been reduced by **You** using **Your** EHIC.

You can get more information about the EHIC, apply or renew Your EHIC in the website : [www.seg-social.es](http://www.seg-social.es)  
By phone: **901 16 65 65**  
By post: Forms available online.

### Waiver

---

If **You** have a valid **Claim** for medical expenses under this Policy, which is reduced by **Your**

- using an TSE; or
- taking advantage of a reciprocal health agreement with **Spain**; or

- using **Your** private medical insurance at the point of treatment,

**We** will not deduct the excess.  
ES WIZZ 202408

# Table of Contents

Advice to Travellers	2
Important Phone Numbers	2
Helpful hints for your insurance	2
Immunisations	2
EHIC	2
Waiver	2
Welcome	7
Table of Benefits	8
Important Information	10
How to Claim	10
How to Cancel	10
General Conditions and General Exclusions	10
Persons Covered	10
Policy Definitions	10
Children	10
Trips Covered	10
<b>Trips Not Covered</b>	10
The Cover We Provide	10
When You Are Covered	11
When Cover Will End Automatically	11
Automatic Extension of the Period of Insurance	11
Leisure Activities and Sports	11
Chubb Assistance	14
Section 1 - Cancellation	16
What is covered	16
<b>What is not covered</b>	17
Section 2 - Medical Expenses & Repatriation	19
What is covered	19
Special Conditions	19
<b>What is not covered</b>	20
Section 3 – Hospital Benefit	21
What is covered	21
<b>What is not covered</b>	21
Section 4 – Travel Delay / Abandonment	22
What is covered	22
Special Conditions	22
<b>What is not covered</b>	22
Section 5 – Missed Departure	24
What is covered	24
Special Conditions	24
<b>What is not covered</b>	25
Section 6 - Curtailment	26
What is covered	26
<b>What is not covered</b>	27

Section 7 – Personal Effects & Baggage	28
What is covered	28
Special Conditions	28
<b>What is not covered</b>	28
Section 8 – Business Equipment	30
What is covered	30
Special Conditions	30
<b>What is not covered</b>	30
Section 9 – Loss of Passport / Driving Licence	31
What is covered	31
Special Condition	31
<b>What is not covered</b>	31
Section 10 – Personal Money	32
What is covered	32
Special Condition	32
<b>What is not covered</b>	32
Section 11 – Personal Liability	33
What is covered	33
Special Conditions	33
<b>What is not covered</b>	33
Section 12 – Overseas Legal Expenses	35
What is covered	35
Special Conditions	35
<b>What is not covered</b>	36
General Exclusions	38
Making a Claim	41
Reporting Lost, Stolen or Damaged Property	41
Claim Conditions	42
Other Insurance	42
Recovering Our Claims Payments from Others	42
Complying with Special Conditions	42
Supplying Details & Documents	42
Your Duty to Avoid or Minimise a Claim	42
Protecting Property	42
Sending Us Legal Documents	42
Subrogation	42
<b>Things You Must Not Do</b>	42
Recognising Our Rights	42
Fraudulent Claims	43
Paying Claims	43
General Conditions	45
Pre contractual information	45
Applicable Law	46
Eligibility	46
Economic and Trade Sanctions	46
Complaints Procedure	46
Data Protection	47

Contract	48
Misrepresentation and Non-Disclosure	48
Interest	48
Bank Charges	48
European Online Dispute Resolution Platform	48
Express Consent. Acknowledgement of receipt of information	48
Obligations of the Policyholder	49
Other information	50
Claim Notification and Compensation Payment Processes	51
General Definitions	53
Contact Us	57
About Chubb	57

## Welcome

### Thank you for choosing Chubb Travel Insurance.

This is **Your** Policy Wording which, together with **Your** Policy Schedule and the information supplied when applying for this insurance, is a contract between **You** and **Us**. Cover provided under this Policy is underwritten by Chubb European Group SE, Spanish branch (**We/Us**).

This Policy pays benefits, in accordance with this Policy Wording, in the event that **You**:

- need to cancel **Your Trip** before it begins; or
- suffer illness or injury; or
- are delayed en route; or
- suffer **Loss** or damage to **Your Personal Property** or **Money** all whilst on a **Trip**.

This Policy does not cover:

- any pre-existing medical conditions; or
- manual work of any description; or
- any **Trip** where **Sports** or **Activities** are the main reason for **Your** trip, unless you have purchased the Winter Sports extension; or
- any peril which is not listed.

**You** (as specified in the Policy Schedule) and **Chubb** agree that **You** shall pay the premium as agreed. The Policy Schedule and this Policy Wording provide the full terms and conditions of the insurance with **Us**. **You** acknowledge that **We** have offered this Policy and set the premium using the information which **We** have asked for and **You** have provided, and that any change to the responses provided by **You** may result in a change in the terms and conditions of the Policy and/or a change in the premium.

**You** should check over the Policy Wording and Policy Schedule carefully to ensure they are correct and meet **Your** requirements, and notify **Us** immediately, if anything is incorrect, as this could affect Policy cover in the event of a **Claim**. **You** should keep these documents in a safe place. **You** must tell **Us** if either **Your** insurance needs or any of the information **You** have given **Us** changes. A change in circumstances may affect Policy cover, even if **You** do not think a change is significant, and **We** may need to change this Policy. **We** will update the Policy and issue a new Policy Schedule each time a change is agreed.



---

Ignacio Borja  
Country President Iberia  
Chubb European Group SE, Sucursal en España

## Table of Benefits

Section	Benefit Amounts / Limit of Liability	Excess <sup>1</sup>
1. Cancellation	<b>Flight Cost<sup>2</sup> plus up to €500 for unused travel costs</b>	<b>X</b>
2. Medical Expenses & Repatriation		
A.		✓
i. and ii. Medical Expenses & Emergency Repatriation Expenses	<b>up to €250,000</b>	
iii. Travel Expenses	<b>€60 per day up to a Max of €600</b>	
B. Accompanying Traveller Expenses	<b>€60 per day up to a Max of €600</b>	✓
C. Cremation Burial or Transportation Charges	<b>up to €5,000</b>	✓
D. Emergency Dental Treatment	<b>up to €250</b>	✓
3. Hospital Benefit	<b>€15 for each full 24 hours up to a Max of €750</b>	<b>X</b>
4. Travel Delay/Abandonment		
A. Each complete 12 hour period	<b>€75 up to a Max of €300</b>	<b>X</b>
B. Abandonment	<b>up to €500</b>	✓
5. Missed Departure	<b>up to €200</b>	✓
6. Curtailment	<b>up to €500</b>	✓
7. Personal Effects and Baggage		
A. Loss, damage or theft	<b>up to €1,500</b>	✓
Single item limit	<b>€250</b>	
Valuables in total	<b>up to €250</b>	
Sports equipment in total	<b>up to €250</b>	
B. Delayed Baggage	<b>up to €200</b>	<b>X</b>
8. Business Equipment		
A. Loss, damage or theft	<b>up to €1,000</b>	✓
Single item limit	<b>€200</b>	
Valuables limit	<b>up to €200</b>	
B. Business equipment hire	<b>€50 for each full 24 hours up to a Max of €250</b>	<b>X</b>
9. Loss of Passport / Driving Licence temporary replacement costs	<b>up to €250</b>	<b>X</b>
10. Personal Money	<b>up to €300</b>	✓
11. Personal Liability	<b>up to €1,000,000</b>	✓
12. Overseas Legal Expenses	<b>up to €10,000</b>	<b>X</b>



**<sup>1</sup> A €50 excess applies to each benefit section per person as highlighted in the table above.**

**<sup>2</sup> Flight Cost means the total cost of your flight as shown on your flight booking confirmation.**

**The table above shows the maximum amounts that are covered under the policy per person.**

# Important Information

## How to Claim

---

Guidance on how to make a **Claim** under this Policy is detailed on page 30 in this Policy Wording.

## How to Cancel

---

Guidance on how to cancel this Policy is detailed on page 33 in this Policy Wording.

## General Conditions and General Exclusions

---

There are certain Conditions and Exclusions which apply to all sections of this Policy, and these are detailed on pages 28 to 29 and 33 to 39 in this Policy Wording.

## Persons Covered

---

All **Persons Insured** on this policy must be:

1. permanently resident in **Spain** and be in **Spain** at the time of purchasing this policy; and
2. **64 years of age or under at the time of purchasing this Policy.**

## Policy Definitions

---

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy and are shown by using bold text and capital letters. All Policy definitions are applicable to this Policy as a whole, and are detailed on pages 40 to 42 in this Policy Wording.

## Children

---

**Children** will only be covered when they are travelling with an adult named under **Person(s) Insured** on the Policy Schedule.

## Trips Covered

---

A **Trip Abroad** during the **Period of Insurance** that takes place

entirely within the Area of Travel stated in the Policy Schedule, as long as **You** have booked a return flight to **Your** country of origin before you depart for **Your Trip**.

## Trips Not Covered

---

We will not cover any Trip

- which involves manual work of any description;
- where Sports or Activities are the main reason for Your trip (unless you have purchased the Winter Sports extension and are on the Trip specifically to take part in that activity under this policy);
- which involves You travelling on a Cruise;
- which involves You travelling specifically to obtain medical, dental or cosmetic treatment;
- when You have been advised not to travel by Your Doctor or You have received a terminal prognosis;
- where, on the date it is booked (or commencement of the Period of Insurance if later), You or Your Travelling Companion are aware of any reason why it might be cancelled or Curtailed, or any other circumstance that could reasonably be expected to result in a Claim under this policy;
- involving travel to areas where the Spanish Foreign Office (Ministerio de Asuntos Exteriores) has advised against 'all travel'. If you are not sure whether there is a travel warning for your destination, please check their website [www.exteriores.gob.es](http://www.exteriores.gob.es)

## The Cover We Provide

---

The maximum amount **We** will pay under each Section that applies is detailed in the Table of Benefits on page 6 in this Policy Wording.

#### When You Are Covered

Cancellation cover under Section 1 begins when a **Trip** is booked, or from the commencement date and time Stated in the Policy Schedule, whichever is later. It ends when **You start Your Trip**.

Insurance cover under all other Sections operates for a **Trip** that takes place during the **Period of Insurance**.

#### When Cover Will End Automatically

All cover will end when the **Period of Insurance** ends.

#### Automatic Extension of the Period of Insurance

If **You** cannot return home from a **Trip** before **Your** cover ends, **Your** policy will automatically be extended at no extra charge for:

- **up to 14 days** if any **Public Transport** in which **You** are booked to travel as a ticket-holding passenger is unexpectedly delayed, cancelled or **Curtailed** because of **Adverse Weather**, industrial action, or mechanical breakdown; or
- **up to 30 days** (or any longer period agreed by **Us** in writing before this automatic extension expires) if **You** cannot return home **Due To**:
  - **You** being injured or becoming ill or being quarantined during a **Trip**
  - **You** being required to stay on medical advice with another **Person Insured** named on **Your** Policy Schedule who is injured or becomes ill or is quarantined during a **Trip**.

#### Leisure Activities and Sports

**You** are automatically covered when participating in any of the leisure activities or sports listed in this section, on a recreational basis during **Your Trip**, subject to any provisions, limitations or exclusions noted by the relevant sport or activity and provided that:

1. **You** have not been advised by a **Doctor** against participating in such sport or activity;
2. **You** wear the recommended/recognised safety equipment;
3. **You** follow safety procedures, rules and regulations as specified by the activity organisers/providers;
4. **You** are not racing or competing in or practising for speed or time trials of any kind; and
5. It is not the main reason for **Your Trip** (unless **You** have purchased the Winter Sports Extension and are on a **Trip** specifically to take part in Winter Sports covered under this Policy).

#### Important Note

**If a leisure activity or sport is not listed then we will not provide cover under the Policy.**

- Archery (provided supervised by a qualified person)
- Arm wrestling
- Badminton
- Basketball
- Beach basketball
- Beach cricket
- Beach football
- Beach volleyball
- Bocce
- Body boarding
- Bowls
- Bowling

- Canoeing, kayaking and rafting on inland waters only (excluding white water)
- Carriage or hay or sleigh rides
- Clay-pigeon shooting (provided supervised by a qualified person)
- Cricket
- Croquet
- Curling
- Cycling (except BMX and/or mountain biking)
- Deep sea fishing (excluding competitions)
- Dry skiing
- Elephant riding (less than 2 days)
- Fell walking
- Fencing (provided supervised by a qualified person)
- Fishing, or angling (on inland waters only)
- Footbag (hacky sack)
- Football (Association)
- Go karting (provided You wear a crash helmet)
- Golf
- Handball
- Hiking or hill walking (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Horse riding (provided no hunting, jumping or polo)
- Hot air ballooning (provided it is professionally organised, and **You** travel as a passenger only)
- Ice skating (excluding ice hockey and speed skating)
- In line skating
- Javelin
- Jet skiing
- Korfbal
- Lacrosse
- Land sailing
- Laser games
- Long jump
- Maxi-basketball
- Mini-basketball
- Motorcycling up to 125cc provided You wear a crash helmet, and hold a full (and not provisional) Spanish motorcycle licence if **You** are in control of the motorcycle
- Netball
- Paddleball
- Parascending (provided over water)
- Pony trekking
- Racquetball
- Rambling (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Roller skating
- Roller blading
- Rounders
- Rowing (on inland waters only)
- Running (recreational)
- Safari (camera only and professionally organised)
- Sail boarding
- Sailing or yachting (inland and coastal waters only)
- Scuba diving (to a depth not exceeding 18m and provided that **You** are either accompanied by a qualified instruction, or **You** are qualified and not diving alone)
- Snorkelling
- Soccer
- Squash
- Softball
- Streetball
- Surfing
- Swimming
- Table tennis
- Tennis
- Trampolining
- Trekking (up to 1,000m above sea level, only covered if no guides or ropes are required)

- Triple jump
- Tug of war
- Twirling
- Volleyball
- Water polo
- Water skiing
- Wind surfing

**Please refer to the relevant exclusions under each Section of Your Policy and to the General Exclusions, which continue to apply. Please specifically note the exclusion under Section 11 - Personal Liability relating to the ownership, possession or use of vehicles, aircraft, hovercraft, watercraft, firearms or buildings.**

#### Optional winter sports extension

If the optional Winter Sports Extension is shown as covered on **Your** Policy Schedule, the list of Covered Leisure Activities and Sports is extended to include the following, provided that **You** participate on a non-competitive basis only and provided that:

1. **You** have not been advised by a **Doctor** against participating in such sport or activity;
2. **You** wear the recommended/recognised safety equipment;
3. **You** follow safety procedures, rules and regulations as specified by the activity organisers/providers; and
4. **You** are not racing or competing in or practising for speed or time trials of any kind.

#### Important Note

If a winter sport is not listed, then we will not provide cover under the Policy.

- Bigfoot skiing
- Cross country skiing
- Dog sledding
- Glacier skiing
- Glacier walking
- Kite snowboarding
- Langlauf
- Mono skiing
- Skiing or snowboarding (including off piste when accompanied by or under the instruction of a qualified local guide)
- Ski touring
- Snowblading
- Speed skating
- Tobogganing
- Use of snowmobiles and skidoos

**Please refer to the relevant exclusions under each section of Your Policy and to the General Exclusions, which continue to apply. Please specifically note the exclusion under Section 11. Personal Liability relating to the ownership, possession or use of vehicles.**

## Chubb Assistance

**Chubb Assistance** can provide a range of assistance and medical related services during **Your Trip Abroad**. Please make sure **You** have details of this Policy, including the Policy number and **Period of Insurance** when **You** call.

To contact **Chubb Assistance** please call: + 34 938 004 789

### 1. Medical Emergency and Referral Services

If **You** are injured or become ill **Abroad** **You** must contact **Chubb Assistance** immediately if **You** need hospital in-patient treatment, specialist treatment, medical tests, scans or to be brought back **Spain**.

If **You** cannot do this yourself, **You** must arrange for a personal representative (for example, a spouse or parent) to do this for **You**. If this is not possible because **Your** condition is serious, **You** or **Your** personal representative must contact **Chubb Assistance** as soon as possible.

If **Chubb Assistance** are not contacted, **We** may reject **Your Claim** or reduce its payment.

In all other circumstances **You** are entitled to use the services of **Chubb Assistance** detailed in this section, as appropriate.

**Chubb Assistance** - Medical Emergency and Referral Services can help with:

- A. Payment of bills - if **You** are admitted to hospital **Abroad**, the hospital or attending **Doctor(s)** will be contacted and payment of their fees up to the Policy limits may be guaranteed so that **You** do not have to make the payment from **Your** own funds.

- B. Being brought back to the **Spain** - if the **Doctor** appointed by **Chubb Assistance** believes treatment in **Spain** is preferable, transfer may be arranged by regular scheduled transport services, or by air or road ambulance services if more urgent treatment and/or specialist care is required during the **Trip**.
- C. Provision of medical advice –
  - i) if **You** require emergency consultation or treatment **Abroad**, **Chubb Assistance** will provide the names and addresses of local **Doctors**, hospitals, clinics and dentists, and its panel of **Doctors** will provide telephone medical advice.
  - ii) if necessary **Chubb Assistance** will make arrangements for a **Doctor** to call, or for **You** to be admitted to hospital.
- D. Unsupervised **Children** - if a **Child** is left unsupervised on a **Trip Abroad** because **You** are hospitalised or incapacitated, **Chubb Assistance** may organise their return home, including a suitable escort when necessary.

Please note that whilst **You** will not be charged for advice or assistance, **You** will be responsible for paying fees and charges for services provided to **You** if they are not covered as part of a valid **Claim** under this Policy.

### 2. Personal Assistance Services

- The services under this Section are provided by **Chubb Assistance** and are only available during a **Trip Abroad**.

- These are non-insured facilitation services making use of **Chubb Assistance's** wide experience and contacts. Any costs incurred, for example for message relay, must be reimbursed to **Chubb Assistance** unless they form part of a successful **Claim** under an appropriate Section of this Policy.

**Chubb Assistance** – Personal Assistance Services can help with:

- A. **Transfer of emergency funds**  
Transfer of emergency funds up to **€250 per Trip** if access to normal financial/ banking arrangements are not available locally. In order to reimburse **Chubb Assistance** You must authorise **Chubb Assistance** to debit **Your** credit or charge card with the amount of the transfer, or make alternative arrangements to deposit the funds in **Chubb Assistance's** account in **Spain** . If the emergency transfer is needed **Due To** theft or **Loss** of personal money, a **Claim** may be made under the Policy.
- B. **Message relay**  
Transmission of urgent messages to relatives or business associates if medical or travel problems disrupt a **Trip** travel schedule.
- C. **Replacement travel documents**  
Assistance with the replacement of **Lost** or stolen tickets and travel documents, and referral to suitable travel offices. **Chubb Assistance** will not pay for any item.
- D. **Emergency translation facility**  
A translation service if the local provider of an assistance service does not speak English.
- E. **Legal help**  
Referral to a local English speaking Lawyer, Embassy or Consulate if legal advice is needed, and arrangement of payment of reasonable emergency **Legal Expenses** or bail, against a guarantee of repayment.

## Section 1 - Cancellation

### What is covered

---

We will refund **Your** unused travel and/or accommodation costs up to the amount stated in the Table of Benefits (including excursions pre-booked and paid for before starting **Your Trip**), which **You** have paid or are contracted to pay and which cannot be recovered from any other source if it becomes necessary to cancel a **Trip Due To**:

1. **You or Your Travelling Companion(s)**
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or
  - E. being compulsorily quarantined on the orders of a treating **Doctor**; provided that such cancellation is confirmed as medically necessary by the treating **Doctor**.
2. **Your Immediate Family Member or Close Business Colleague or Your Travelling Companion's Immediate Family Member or Close Business Colleague** or someone **You** have arranged to stay with on **Trip**:
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed

by a **Doctor** who specialises in obstetrics); or provided that such reasons for cancellation are confirmed by a **Doctor**.



3. the police requiring **You** or **Your Travelling Companion's** presence following a burglary or attempted burglary at **You** or **Your Travelling Companion's** home.
  4. serious fire storm or flood damage to **You** or **Your Travelling Companion's** home, provided that such damage occurs within the 7 days immediately prior to commencement of **Your Trip**.
  5. the compulsory jury service or subpoena of **You** or **Your Travelling Companion**
  6. **You** or **Your Travelling Companion** being made redundant and having registered as unemployed.
    - i) were unemployed or knew that **You** or they may become unemployed, at the time the **Trip** was booked;
    - ii) are voluntarily made redundant or made redundant as a result of misconduct or following resignation;
    - iii) are self-employed or a contract worker;
- D. any adverse financial situation causing **You** to cancel **Your Trip**, other than reasons stated within the section 'What is covered'.
- E. **You** or **Your Travelling Companion(s)** deciding that **You** do not want to travel, unless that reason for not traveling is stated within the section 'What is covered'.
- F. The failure to obtain the necessary passport, visa or permit for **Your Trip**.

#### **What is not covered**

---

1. **Any Claim Due To**
  - A. any pre-existing medical condition affecting any person upon whom **Your Trip** depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before **Your Trip** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to cancel **Your Trip**;
  - B. jury service or subpoena if **You** or **Your Travelling Companion** are called as an expert witness or where **You** or their occupation would normally require a Court attendance;
  - C. redundancy where **You** or **Your Travelling Companion**:
    2. **Any loss, charge or expense Due To:**
      - A. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking;
      - B. prohibitive regulations by the government of any country.
    3. Any expenses incurred as a result of the imposition of any law, regulation or order made by any public authority or government which impacts **Your Trip** (including, without limitation, the closure of borders or airspace,

**lockdowns and other restrictions on the movement of people).**

4. **Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees associated in relation to timeshares or similar arrangements.**

## Section 2 - Medical Expenses & Repatriation

### What is covered

---

#### If during a **Trip Abroad You:**

1. are injured; or
2. become ill (including complications in pregnancy as diagnosed by a **Doctor** or specialist in obstetrics, provided that if **You** are travelling between 28 and 35 weeks pregnant **You** obtained written confirmation from a **Doctor of Your** fitness to travel no earlier than 5 days prior to the commencement of **Your Trip Abroad**);

**We** will pay up to the amount stated in the Table of Benefits for:

- A.
  - i) **Medical Expenses**  
All reasonable costs that it is medically necessary to incur outside of **Spain** for hospital, ambulance surgical or other diagnostic or remedial treatment, given or prescribed by a **Doctor**, and including charges for staying in a hospital;
  - ii) **Emergency Repatriation Expenses**  
All reasonable costs that it is medically necessary for **Chubb Assistance** to incur to return **You** to **Your** home in **Spain**; or to move **You** to the most suitable hospital in **Spain**; if it is medically necessary to do so.
  - iii) **Travel Expenses**  
All necessary and reasonable accommodation (room only) and travel expenses incurred with the consent of **Chubb Assistance**, if it is medically necessary for **You** to stay **Abroad** after **Your** scheduled date of

return to **Spain**, including travel costs back to **Spain** if **You** cannot use **Your** original return ticket.

- B. **Accompanying Traveller Expenses**  
All necessary and reasonable accommodation (room only) and travel expenses incurred with the consent of **Chubb Assistance**, by any one other person if required on medical advice to accompany **You** or to escort a **Child** home to **Spain**.
- C. **Cremation Burial or Transportation Charges if You die Abroad**
  - i) cremation or burial charges in the country in which **You** die; or
  - ii) transportation charges for returning **Your** body or ashes back to **Spain**.
- D. **Emergency Dental Treatment**  
All medically necessary and reasonable cost to provide emergency dental treatment for the relief of pain only, outside of **Spain**.

### Special Conditions

---

1. If **You** are injured or become ill **Abroad You** must follow the procedure detailed under 'Making a Claim' on page 30 of this Policy. If **You** do not, **We** may reject **Your Claim** or reduce the amount that **We** pay **You**.
2. **Chubb Assistance** may:
  - A. move **You** from one hospital to another; and/or
  - B. return **You** to **Your** home in **Spain**; or move **You** to the most suitable hospital in **Spain**;  
at any time, if **Chubb Assistance** believes that it is necessary and safe to do so.

3. Additional travel and hotel expenses must be authorised in advance by **Chubb Assistance**.
4. All original receipts must be kept and provided to support a **Claim**.
8. **Medication You are taking before, and which You will have to continue taking during, a Trip.**
9. **Any expenses incurred in Spain.**

#### **What is not covered**

---

1. **Any Claim Due To any pre-existing medical condition that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before Your Trip was booked (or commencement of the Period of Insurance if later);**
2. **Any treatment or surgery or exploratory tests:**
  - A. **not confirmed as medically necessary; or**
  - B. **not directly related to the injury or illness that You were admitted to hospital for.**
3. **Surgery, medical or preventative treatment which can be delayed in the opinion of the Doctor treating You until You return to Spain.**
4. **Any costs incurred following Your decision not to move hospital or return to Spain after the date when, in the opinion of Chubb Assistance, You should do so.**
5. **Cosmetic Surgery.**
6. **Treatment or services provided by any convalescent or nursing home, rehabilitation centre or health spa.**
7. **Any medical treatment that You travelled Abroad to obtain.**
10. **Any additional travel and accommodation expenses incurred which have not been authorised in advance by Chubb Assistance.**
11. **Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the Trip.**
12. **Any additional costs for single or private room accommodation.**
13. **Cremation or burial costs in Spain.**
14. **The cost of medical or surgical treatment of any kind received by a Person Insured later than 52 weeks from the date of the accident or commencement of the illness.**
15. **The Excess, except where You have obtained a reduction in the cost of medical expenses by using a European Health Insurance Card (EHIC) in the European Union, (including Iceland, Liechtenstein, Norway & Switzerland) if You require medical treatment whilst in the country.**
16. **Any Claim when you have travelled against the advice of Your Doctor.**
17. **Any complication in pregnancy that was known by You at the time of travel.**

## Section 3 – Hospital Benefit

### What is covered

---

If **You** are admitted to a hospital as an in-patient during a **Trip Due To** injury or illness for which You have a valid **Claim** under Section 2 – Medical Expenses & Repatriation, **We** will pay the benefit amount stated in the Table of Benefits for each complete 24 hours that **You**

remain a hospital in-patient, up to the maximum amount stated in the Table of Benefits.

### What is not covered

---

**We will not pay for time You spend in an institution not recognised as a hospital in the country of treatment.**

## Section 4 – Travel Delay / Abandonment

### What is covered

---

If **You** are delayed for at least 12 hours on **Your** outbound international **Trip** or the final part of **Your** international return **Trip** because the scheduled departure of **Public Transport** is affected by a strike; industrial action; **Adverse Weather**; mechanical breakdown or grounding of an aircraft **Due To** mechanical or structural defect, **We** will either:

- A. pay the Travel Delay benefit stated in the Table of Benefits; or
- B. if **You** abandon **Your Trip** after a delay of at least 24 hours of the scheduled outbound international departure, **We** will refund **Your** unused travel and accommodation costs up to the amount stated in the Table of Benefits that you have paid or are contracted to pay and which cannot be recovered from any other source.

### Special Conditions

---

1. **You** can only **Claim** under item A or item B above, not both.
2. **You** must:
  - A. check-in before the scheduled departure time shown on Your travel itinerary; and
  - B. comply with the travel agent, tour operator and transport providers contract terms; and
  - C. provide **Us** with written details from the **Public Transport** operator describing the length of, and reason for, the delay; and
  - D. allow reasonable time to arrive at **Your** departure point on time.

### What is not covered

---

1. **Any Claim Due To:**
  - A. **Public Transport** being taken out of service on the instructions of a **Civil Aviation Authority, Port Authority or similar authority**;
  - B. a strike if it had started or been announced before **You** arranged this insurance;
  - C. any journey by **Public Transport** commencing and ending in the country of departure.
2. **Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.**
3. **Accommodation and travel expenses where the additional transport and/or accommodation used is of a standard superior to that of the original Trip.**
4. **Any Claim Due To Your not allowing sufficient time for the journey.**
5. **Any Claim Due To:**
  - A. **Your travelling against the advice of the appropriate national or local authority**;
  - B. **Prohibitive regulations by the government of any country.**
6. **Any expenses that:**

- A. **You can recover from any tour operator, airline, hotel or other service provider;**
- B. **You would normally have to pay during Your Trip.**
- 7. **Any Claim for Travel Abandonment caused by volcanic ash.**
- 8. **The Excess, if a Trip is abandoned.**

## Section 5 – Missed Departure

### What is covered

**We** will pay up to the amount stated in the Table of Benefits for necessary and reasonable additional accommodation (room only) and travel expenses to enable **You** to reach:

1. **Your** scheduled destination **Abroad** if, on **Your** outbound journey, **You** arrive too late at **Your** final point of international departure to board the **Public Transport** on which **You** are booked to travel; or
2. On **Your** return journey, **You** arrive too late at **Your** final point of international departure to board the **Public Transport** on which **You** are booked to travel.;

### **Due To:**

1. the car/taxi **You** are travelling in breaking down or being involved in an accident; or
2. the **Public Transport You** are travelling in failing to arrive on schedule.

### Special Conditions

1. **You** must:
  - A. provide evidence of all the extra costs **You** incurred
  - B. allow reasonable time to arrive at **Your** departure point on time
  - C. for car breakdown/accident provide **Us** with:
    - i) a written report from the vehicle breakdown service or garage that assisted **You** during the incident; or
    - ii) reasonable evidence that the vehicle used for travel was roadworthy, properly maintained and broke

down at the time of the incident

- D. for late arrival of **Public Transport** provide **Us** with:
  - i) reasonable evidence of the published time of arrival and the actual time of arrival.



## **What is not covered**

---

1. **Any Claim Due To:**
  - A. **Public Transport being taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;**
  - B. **a strike if it had started or been announced before You arranged this insurance or booked Your Trip, whichever is the later.**
2. **Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.**
3. **Accommodation and travel expenses where the additional transport and/or accommodation used is of a standard superior to that of the original Trip.**
4. **Any Claim Due To You not allowing sufficient time for the journey.**
5. **Any Claim Due To:**
  - A. **Your travelling against the advice of the appropriate national or local authority;**
  - B. **Prohibitive regulations by the government of any country.**
6. **Any expenses that:**
  - A. **You can recover from any tour operator, airline, hotel or other service provider;**
  - B. **You would normally have to pay during Your Trip.**
7. **The Excess.**

## Section 6 - Curtailment

### What is covered

#### **We will pay:**

- A. unused accommodation costs (including excursions pre-booked and paid for before starting **Your Trip**, which **You** have paid or are contracted to pay and which cannot be recovered from any other source; and
- B. reasonable additional travel and accommodation (room only) costs necessarily incurred in **Your** returning to **Your** home in **Spain**.

up to the amount shown in the Table of Benefits, if it becomes necessary to, **Curtail a Trip Due To:**

1. **You, Your Travelling Companion(s)**
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or
  - E. being compulsorily quarantined on the orders of a treating **Doctor**; provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor**.
2. **Your Immediate Family Member or Close Business Colleague or Your Travelling Companion's Immediate Family Member or Close Business Colleague**

or someone **You** have arranged to stay with on **Trip**:

- A. dying; or
- B. suffering serious injury; or
- C. suffering sudden or serious illness; or

- D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a Qualified Medical Practitioner who specialises in obstetrics); or
  - E. being compulsorily quarantined on the orders of a treating **Doctor**; provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor**.
3. The police requiring **You** or **Your Travelling Companion's** presence following a burglary or attempted burglary at **You** or **Your Travelling Companion's** home
  4. Serious fire storm or flood damage to **You** or **Your Travelling Companion's** home; provided that such damage occurs after **Your Trip** commences.

### **What is not covered**

---

1. **Any Claim Due To:**
  - A. **any pre-existing medical condition affecting any person upon whom Your Trip depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in You having to Curtail Your Trip;**
  - B. **any adverse financial situation causing You to Curtail Your Trip;**
  - C. **You or Your Travelling Companion(s) deciding that You do not want to remain on Your Trip.**
2. **Any loss, charge or expense Due To:**
  - A. **a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to Curtail a booking;**
  - B. **prohibitive regulations by the government of any country.**
3. **Any charge or expense paid for with, or settled using any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.**
4. **Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the Trip.**
5. **The Excess.**

## Section 7 – Personal Effects & Baggage

### What is covered

---

- A. **Loss**, damage or theft  
If **Personal Property** is **Lost**, damaged or stolen during **Your Trip**, **We** will pay **Repair and Replacement Costs** up to the amount stated in the Table of Benefits.
- B. Delayed Baggage  
If **Personal Property** is **Lost** or misplaced for at least 12 hours on **Your** outbound journey by the airline or other carrier, **We** will pay up to the amount stated in the Table of Benefits to reimburse **You** for the cost of essential items of clothing, medication, toiletries and **Mobility Aids** that **You** have to purchase.

### Special Conditions

---

1. **You** must take reasonable care to keep **Your Personal Property** safe. If **Your Personal Property** is **Lost** or stolen **You** must take all reasonable steps to get it back.
2. **Valuables** must be attended by **You** at all times when not contained in a locked safe or safety deposit box.
3. If **Your Personal Property** is **Lost** or stolen **You** must make every reasonable effort to report it to the police (and hotel management if the **Loss** or theft occurs in a hotel) within 24 hours of discovery and **You** must provide **Us** with a copy of the original written police report.
4. **Loss**, theft or damage to **Personal Property** in the custody of an airline or other carrier must be reported in writing to the airline or other carrier within 24 hours of discovery and **We** must be

provided with a copy of the original written airline or carrier's Property Irregularity report;

5. Where **Personal Property** is temporarily **Lost** or misplaced by an airline or other carrier **We** must be provided with original written confirmation from such airline or other carrier or the tour representative that the delay lasted for at least 12 hours after **You** arrived at **Your** destination.
6. If **You** have been paid for emergency purchases of essential items and **You** then also **Claim** for **Loss**, damage or theft of **Personal Property** resulting from the same item, cause or event, the amount paid to **You** for emergency purchases will be deducted from the final settlement payment. However, any deduction will not be any more than the amount paid for emergency purchases.

### What is not covered

---

1. **More than the amount stated in the Table of Benefits for:**
  - A. a single item, pair or set, or part of a pair or set;
  - B. **Valuables in total;**
  - C. **sports equipment in total**
2. **Loss or theft of Valuables left Unattended unless contained in a locked safe or safety deposit box.**
3. **Loss or theft of any Personal Property (other than Valuables) left Unattended unless:**
  - A. **contained in:**
    - i) a locked room; or

- ii) a locked safe or safety deposit box; or
    - iii) the locked glove box or boot of a vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view; and there is evidence of forced entry to the room, safe, safety deposit box or car, or the car has been stolen;
  - B. in the custody or control of an airline or other carrier.
- 4. **Loss, theft or damage to:**
  - A. antiques, musical instruments, pictures, household goods, contact or corneal lenses, dentures, or dental fittings, hearing aids, bonds, securities or documents of any kind;
  - B. sports equipment whilst being used, vehicles or their accessories (other than Mobility Aids), watercraft and ancillary equipment, glass china or similar fragile items and pedal cycles;
  - C. business equipment, business goods, samples, business Money, tools of trade or any other item used in connection with Your business, trade or occupation;
- 5. **Depreciation in value, normal wear and tear, denting or scratching, damage by moth or vermin, electrical, electronic or mechanical breakdown, or damage Due To atmospheric or climatic conditions.**
- 6. **Delay, detention, seizure or confiscation by customs or other officials.**
- 7. **The Excess (not applicable to delayed baggage Claims).**

## Section 8 – Business Equipment

### What is covered

---

- A. **Loss**, damage or theft  
**We** will pay up the amount stated in the Table of Benefits for the **Repair and Replacement Costs of Your** business equipment (limited to audio, visual, video, photographic, computer equipment and samples) if it is **Lost**, stolen or damaged.
- B. Business equipment hire  
If business equipment (limited to audio, visual, video, photographic, computer equipment and samples) held by **You** for business reasons is **Lost**, stolen or damaged, **You** will be covered for the reasonable cost of hiring replacement equipment up to the amount stated in the Table of Benefits.

### Special Conditions

---

1. For temporary **Loss**, as well as getting an authorised “property irregularity report” from the carrier or handling agent, **You** must also write to them within 21 days of receiving **Your** property back to confirm **You** had to buy replacement items.
2. If **Your** business equipment is never found and **We** agree to pay for permanent **Loss**, **We** will take off any amount **We** have already paid for temporary **Loss**.
3. **You** must keep any damaged property so that **We** can inspect it. When **We** make a payment for replacement of that property, it will then belong to **Us**.

### What is not covered

---

1. **Any exclusion applicable to Section 7. Personal Effects & Baggage also apply to this section except exclusion 4.C., which is not applicable.**
2. **The Excess.**

## Section 9 – Loss of Passport / Driving Licence

### What is covered

---

If **Your** passport and/or driving licence is **Lost**, destroyed or stolen while You are on a **Trip** Abroad, We will pay up to the amount stated in the Table of Benefits to cover the cost of:

1. getting any temporary replacement documents needed to enable **You** to return to Spain including any additional travel and accommodation (room only) costs incurred by **You** or on **Your** behalf during **Your Trip** to obtain such documents; and
2. the replacement passport or driving licence fee payable, provided that it remained valid for at least 2 years at the date it was **Lost**, destroyed or stolen.

### Special Condition

---

1. **You** must take reasonable care to keep **Your** passport and/or driving licence safe. If **Your** passport and/or driving licence is **Lost** or stolen **You** must take all reasonable steps to get it back.
2. **Your** passport and/or driving licence must be attended by **You** at all times when not contained in a locked safe or safety deposit box.
3. If **Your** passport and/or driving licence is **Lost** or stolen **You** must make every reasonable effort to report it to the police (and hotel management if the

**Loss** or theft occurs in a hotel) within 24 hours of discovery and **You** must provide **Us** with a copy of the original written police report.

### What is not covered

---

1. **Loss or theft of any passport or driving licence left Unattended unless contained in a locked safe or safety deposit box.**
2. **Delay, detention, seizure or confiscation by customs or other officials.**

## Section 10 – Personal Money

### What is covered

---

**We** will pay up to the amount stated in the Table of Benefits if **Money** held by **You** for **Your** own personal use is **Lost** or stolen during a **Trip** whilst:

1. being carried by **You**; or
2. left in a locked safe or safety deposit box.

### Special Condition

---

1. **You** must take reasonable care to keep **Your Money** safe. If **Your Money** is **Lost** or stolen **You** must take all reasonable steps to get it back.
2. **Your Money** must be attended by **You** at all times when not contained in a locked safe or safety deposit box.
3. If **Your Money** is **Lost** or stolen **You** must make every reasonable effort to report it to the police (and hotel management if the **Loss** or theft occurs in a hotel) within 24 hours of discovery and **You** must provide **Us** with a copy of the original written police report.

### What is not covered

---

1. **More than the amount stated in the Table of Benefits for cash.**
2. **Loss or theft of Money left Unattended unless contained in a locked safe or safety deposit box.**
3. **Delay, detention, seizure or confiscation by customs or other officials.**
4. **Traveller's cheques:**
  - A. **unless the Loss or theft is reported immediately to the local branch or agent of the issuing company;**
  - B. **if the issuing company provides a replacement service.**
5. **Depreciation in value or shortage Due To any error or omission.**
6. **The Excess.**



## Section 11 – Personal Liability

### What is covered

---

**We** will cover **You** up to the Limit of Liability stated in the Table of Benefits against all sums which **You** are legally liable to pay as damages in respect of:

1. accidental bodily injury (including death illness or disease) to any person;
2. accidental loss of or damage to material property;

which occurs during the **Period of Insurance** arising out of the **Trip**.

The maximum that **We** will pay under this Section for all damages as a result of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause shall be the Limit of Liability stated in the Table of Benefits. **We** will in addition pay **Costs and Expenses**.

**Costs and Expenses** shall mean:

1. all costs and expenses recoverable by a claimant from **You**;
2. all costs and expenses incurred with **Our** written consent;
3. solicitors' fees for representation at any coroner's inquest or fatal accident inquiry or in any Court of Summary Jurisdiction;

in respect of any occurrence to which this Section applies – except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America and Canada or any other territory within the jurisdiction of either such country, **Costs and Expenses** described in 1., 2., and 3. above are deemed to be included in the Limit of Liability for this Section.

### Special Conditions

---

1. **We** may at **Our** sole discretion in respect of any occurrence or occurrences covered by this Section pay to **You** the Limit of Liability stated in the Table of Benefits applicable to such occurrence or occurrences (but deducting therefrom any sum(s) already paid) or any lesser sum for which the **Claim(s)** arising from such occurrence(s) can be settled and

**We** shall thereafter be under no further liability in respect of such occurrence(s) except for the payment of **Costs and Expenses** incurred prior to the date of such payment and for which **We** may be responsible hereunder.

2. If at the time of the happening of any occurrence covered by this Section there is any other existing insurance whether taken out by **You** or not covering the same liability **We** shall not be liable to indemnify **You** in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Section not been effected.

### What is not covered

---

#### Cover for any liability:

1. **in respect of bodily injury to any person who is:**
  - A. **under a contract of service with You when such injury arises out of and in the course of their employment by You;**
  - B. **a member of Your family.**
2. **assumed by You under a contract or agreement unless such liability would**

- have attached in the absence of such contract or agreement;
3. **in respect of loss of or damage to property:**
    - A. **belonging to You;**
    - B. **in Your care custody or control.**

However this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by You in the course of the Trip.
  4. **in respect of bodily injury loss or damage caused directly or indirectly in connection with:**
    - A. **the carrying on of any trade, business or profession;**
    - B. **the ownership, possession or use of:**
      - i) **horse-drawn or mechanically propelled vehicles;**
      - ii) **any aerospace device or any airborne or waterborne craft or vessel (other than**
        - non-mechanically powered waterborne craft not exceeding 10 metres in length whilst used on inland waters) or the loading or unloading of such craft or vessel;
        - iii) **firearms (other than sporting guns);**
        - iv) **arising from the occupation or ownership of any land or building other than any building temporarily occupied by You in the course of a Trip.**
  5. **in respect of activities or volunteer work organised by or when the individual is assigned overseas by or under the auspices of a charitable voluntary not for profit social or similar organisation except where no other insurance or cover is available.**
  6. **in respect of punitive or exemplary damages.**
  7. **in respect of the Excess.**

## Section 12 – Overseas Legal Expenses

### What is covered

---

If during a **Trip You** sustain bodily injury or illness which is caused by a third party **We** will pay up to the amount stated in the Table of Benefits to cover **Legal Expenses** arising out of **Any One Claim**.

### Special Conditions

---

1. **Legal Representatives** must be qualified to practise in the Courts of the country where the event giving rise to the **Claim** occurred or where the proposed defendant under this Section is resident.
2. **We** shall at all times have complete control over the legal proceedings. Outside the European Union, the selection, appointment and control of **Legal Representatives** shall rest with **Us**. Within the European Union, **You** do not have to accept the **Legal Representatives** chosen by **Us**. **You** have the right to select and appoint **Legal Representatives** after legal proceedings have commenced subject to **Our** agreement to the **Legal Representatives'** fee or charging rates. If there is a disagreement over this choice of **Legal Representatives** **You** can propose **Legal Representatives** by sending **Us** the proposed **Legal Representatives'** name and address. **We** may choose not to accept **Your** proposal but only on reasonable grounds. **We** may ask the ruling body for **Legal Representatives** to nominate alternative **Legal Representatives**. In the meantime, **We** may appoint **Legal Representatives** to protect **Your** interests.
3. **You** must co-operate fully with the **Legal Representatives** and ensure that **We** are fully informed at all times in connection with any **Claim** or legal proceedings for damages and or compensation from a third party. **We** are entitled to obtain from the **Legal Representatives** any information, document or advice relating to a **Claim** or legal proceedings under this Insurance. On request **You** will give to the **Legal Representatives** any instructions necessary to ensure such access.
4. **Our** authorisation to incur **Legal Expenses** will be given if **You** can satisfy **Us** that:
  - A. there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings and the **Legal Expenses** will be proportionate to the value of the **Claim** or legal proceedings; and
  - B. it is reasonable for **Legal Expenses** to be provided in a particular case. The decision to grant authorisation will take into account the opinion of the **Legal Representatives** as well as that of **Our** own advisers. If there is a dispute, **We** may request, at **Your** expense, an opinion of a barrister as to the merits of the **Claim** or legal proceedings. If the **Claim** is admitted, **Your** costs in obtaining this opinion will be covered by this Policy.
5. If there is any dispute, other than in respect of the admissibility of a **Claim** on which **Our** decision is final, the dispute will be referred to a single arbitrator who will be

either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in **Our** favour, **Your** costs shall not be recoverable under the Insurance.

6. **We** may at **Our** discretion assume control at any time of any **Claim** or legal proceedings in **Your** name for damages and/or compensation from a third party.
7. **We** may at **Our** discretion offer to settle a counter-claim against **You** which **We** consider to be reasonable instead of continuing any **Claim** or legal proceedings for damages and/or compensation by a third party.
8. Where settlement has been made to **You** without legal costs being apportioned, **We** will determine how much of that settlement should be apportioned to legal costs and expenses and paid to **Us**.
9. If a conflict of interest arises, where **We** are also the insurers of the third party or proposed defendant to the **Claim** or legal proceedings, **You** have the right to select and appoint other **Legal Representatives** in accordance with the terms of this Insurance.
10. If at **Your** request **Legal Representatives** cease to continue acting for **You**, **We** shall be entitled to withdraw cover immediately or agree with **You** to appoint other **Legal Representatives** in

accordance with the terms of this Insurance.

### **What is not covered**

---

1. **Any Claim reported to Us more than 5 years after the beginning of the incident which led to the Claim.**
2. **Any Claim where it is Our opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the Claim.**
3. **Legal Expenses incurred before receiving Our prior authorisation in writing.**
4. **Legal Expenses incurred in connection with any criminal or wilful act on Your part.**
5. **Legal Expenses incurred in the defence against any civil claim or legal proceedings made or brought against You unless as a counter-claim.**
6. **Fines, penalties compensation or damages imposed by a court or other authority.**
7. **Legal Expenses incurred for any Claim or legal proceedings brought against:**
  - A. **a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the Claim or legal proceedings is eligible for consideration**



## General Exclusions

**Exclusions that apply to the whole Policy.**

**We will not be liable to make any payment under this Policy where:**

1. **Persons Covered**  
You do not meet the criteria detailed under **Important Information on page 7 of this Policy.**
2. **Children travelling alone**  
You are a **Child** travelling or booked to travel without an adult **Person Insured** named in the **Policy Schedule.**
3. **Trips not covered**  
Your **Trips** is described under **“Trips Not Covered”**, on page 7 of this Policy.
4. **Any actual or suspected Communicable Disease which results in restrictions impacting Your Trip being introduced or made by any travel or accommodation provider or any government or governmental body. This Policy Exclusion does not apply to Claims for Medical Expenses and Repatriation Expenses.**
5. **Any expenses which are recoverable (whether successful or not) by an Insured Person from:**
  - A. **any tour operator, travel provider, airline, hotel or other service provider under the terms of any contract or any relevant law or regulation; or**
  - B. **any compensation scheme.**
6. **any Claim is Due To:**
  - A. **Not taking medication or treatment a Person Insured choosing not to take medication or other recommended treatment as prescribed or directed by a Doctor.**
  - B. **Tropical disease where not vaccinated a tropical disease where the Person Insured has not had the vaccinations or taken the medication recommended by the Spanish Ministry of Health or required by the authorities in the country being visited, unless they have written confirmation from a Doctor that they should not be vaccinated or take the medication, on medical grounds.**
  - C. **Anxiety state or phobia a Person Insured suffering from any travel-related anxiety state, or phobia.**
  - D. **Excluded leisure activities or sports You taking part in any of the following while on Trip:**
    - i) **any leisure activities or sports not specifically covered under "Leisure Activities & Sports" or winter sports not specifically covered under the “Optional Winter Sports Extensions”, where such extension is shown as covered in Your Certificate of Insurance.**

- ii) any leisure activities or sports in a professional capacity or for financial reward or gain
  - iii) Competitive winter sports
  - iv) air travel unless You are travelling as a fare paying passenger on a flight which is provided by a licensed airline or air charter company
- E. **Currency**  
Currency exchange, including but not limited to any loss of value or currency conversion fees.
- F. **Illegal Acts**  
Any illegal act by You.
- G. **Alcohol/drugs**
- i) **Alcohol**  
You drinking too much alcohol, alcohol abuse or alcohol dependency. We do not expect You to avoid alcohol on Trip, but We will not cover any Claims arising because You have drunk so much alcohol that Your judgement is seriously affected and You need to make a Claim as a result (for example any medical report or evidence showing excessive alcohol consumption which in the opinion of a Doctor has caused or contributed to the bodily injury).
  - ii) **Drugs**  
You taking any drugs in contravention of the laws applicable to the country You are travelling to, or having an addiction to or abusing any medications, or being under the influence of any non-prescribed medication which is classified as a legal high in the country You are travelling to.
- H. **Suicide/self-injury**
- i) Your suicide, attempted suicide or deliberate self-inflicted injury regardless of the state of Your mental health; or
  - ii) Your needless self-exposure to danger or where You have acted in a manner contrary to visible warning signs except in an attempt to save human life.
- I. **Radiation**
- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
  - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- J. **Sonic waves**

**pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.**

- K. War**  
**War or any act of War whether War is declared or not.**
- L. Financial Failure**  
**The financial failure of a tour operator, travel agent, transport provider, accommodation provider, ticketing agent or excursion provider.**



## Making a Claim

Conditions that apply to the whole Policy.

1. If **You** are injured or become ill **Abroad** and need:

A. hospital in patient treatment, specialist treatment, medical tests, scans or to be brought back to **Spain**:

**You** must contact **Chubb Assistance** immediately on:

+ **34 938 004 789**

If **You** cannot do this yourself, **You** must arrange for a personal representative (for example, a spouse or parent) to do this for **You**. If **Chubb Assistance** are not contacted, any expense incurred by **You** that would otherwise not have been incurred had **Chubb Assistance** been contacted will be deducted from **Your Claim**

B. medical treatment other than under A. above - **You** must follow the procedure detailed under condition 2. below. **You** can make use of the services provided by **Chubb Assistance**, as appropriate (these are detailed on page 10 of this Policy).

2. All other **Claims**

**You** must notify **Us** immediately by telephone or email as soon as reasonably possible and within 30 days of becoming aware of anything likely to result in a **Claim**.

A personal representative can do this for **You** if **You** cannot;

We can be contacted at:

- Email: [asistencia@chubb.com](mailto:asistencia@chubb.com)  
Tel: + **34 938 004 788**  
Use the Claims Portal found [here](#).

Reporting Lost, Stolen or Damaged Property

---

1. **Lost** or stolen **Personal Property, Money**, passport or driving licence.

**You** must make every reasonable effort to obtain a police report within 24 hours of discovery.

- If **Lost** or stolen from a hotel, **You** must make every reasonable effort to notify the hotel management; and
- If the **Money You** have **Lost** or had stolen includes travellers cheques, **You** must make every reasonable effort to notify the local branch or agent of the issuing company; and
- Provide **Us** with a copy of the original police reports.

2. **Personal Property Lost**, stolen or damaged whilst in the custody of an airline or other carrier.

**You** must notify the airline or other carrier in writing within 24 hours of discovery and provide **Us** with a copy of the original Property Irregularity Report.

# Claim Conditions

## Other Insurance

---

If, at the time of an incident which results in a **Claim** under this Policy, there is any other insurance covering the same **Loss**, damage, expense or liability, **We** are entitled to approach that insurer for a contribution towards the **Claim**, and will only pay **Our** proportionate share. This condition does not apply to Section 3 – Hospital Benefit of this Policy.

## Recovering Our Claims Payments from Others

---

**We** are entitled to take over and carry out in **Your** name the defence or settlement of any legal action. **We** may also take proceedings at **Our** own expense and for **Our** own benefit, but in **Your** name, to recover any payment **We** have made under this Policy to anyone else.

## Complying with Special Conditions

---

**You** must comply with the Special Conditions detailed in the relevant Section of this Policy.

## Supplying Details & Documents

---

**You** must supply at **Your** own expense any information, evidence and receipts **We** require including medical certificates signed by a **Doctor**, police reports and other reports.

## Your Duty to Avoid or Minimise a Claim

---

**You** and each **Person Insured** must take ordinary and reasonable care to safeguard against **Loss**, damage, **Accident**, injury or illness as though **You** were not insured. If **We** believe **You** have not taken reasonable care of property, the **Claim** may not be paid. The items insured under this Policy must be maintained in good condition.

## Protecting Property

---

**You** must take all reasonable steps to protect any item or property from further **Loss** or damage and to recover any **Lost** or stolen article.

## Sending Us Legal Documents

---

**You** must send **Us** any original writ, summons, legal process or other correspondence received in connection with a **Claim** immediately when it is received and without answering it.

## Subrogation

---

**We** may take action in **Your** name to recover compensation or security for loss, damage or expenses covered by this insurance. **You** will not have to pay anything towards this action but **We** will be entitled to retain some or all of any amount recovered.

## Things You Must Not Do

---

**You must not do the following without Our written agreement:**

1. **admit liability, or offer or promise to make any payment; or**
2. **sell or otherwise dispose of any item or property for which a Claim is being made**

## Recognising Our Rights

---

**You** and each **Person Insured** must recognise **Our** right to:

1. choose either to pay the amount of a **Claim** (less any **Excess** and up to any Policy limit) or repair, replace or reinstate any item or property that is damaged, **Lost** or stolen;
2. inspect and take possession of any item or property for which

- a **Claim** is being made and handle any salvage in a reasonable manner;
3. take over and deal with the defence or settlement of any **Claim** in **Your** name and if a settlement is made without costs being awarded, determine what proportion of those costs should be paid for costs & expenses and paid to **Us**;
  4. settle all **Claims** in Euros;
  5. be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which **We** pay to **You** or on **Your** behalf;
  6. be supplied at **Your** expense with appropriate original medical certificates where required before paying a **Claim**;
  7. request and carry out a medical examination and insist on a post-mortem examination, if the law allows **Us** to ask for one, at **Our** expense.

**Accidental death to Your Partner.** In all other circumstances **We** will pay any **Claim** for **Accidental death to Your Parent or Legal Guardian. Your Partner's or Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.

#### Fraudulent Claims

---

**We will not pay dishonest Claims.** If **You** make a dishonest **Claim**, **We** may cancel **Your** cover.

#### Paying Claims

---

1. **Death**
  - A. If **You** are 18 years old or over, **We** will pay the **Claim** to **Your** estate and the receipt given to **Us** by **Your** personal representative (in most cases, the executor appointed under **Your** will) shall be a full discharge of all liability by **Us** in respect of the **Claim**.
  - B. If **You** are aged under 18 years and covered under this Policy as the **Partner** of a **Person Insured**, **We** will pay any **Claim** for

2. **All other Claims**

- A. If **You** are 18 years or over, **We** will pay the **Claim** to **You** and **Your** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.
- B. If **You** are aged under 18 years and covered under this Policy as the **Partner** of a **Person Insured**, **We** will pay the **Claim** to **Your Partner** for **Your** benefit. In all other circumstances we will pay the appropriate benefit amount to **Your Parent** or **Legal Guardian** for **Your** benefit. **Your Partner's** or **Parent** or **Legal Guardian's** receipt shall be a full discharge of all

liability by **Us** in respect of the **Claim**.

## General Conditions

Conditions that apply to the whole Policy.

### Pre contractual information

All the information included herein has been notified to the Policy Holder/Insured Person prior to the execution of the insurance contract:

1. This insurance contract is executed according to the right of establishment with the Spanish branch of the French insurance company Chubb European Group SE, with registered office at Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France.
2. Chubb European Group SE, Spanish branch, is duly recorded in the Administrative Registry of Underwriting Agencies of the Dirección General de Seguros y Fondos de Pensiones (DGSFP) under the number E0155 and its registered office is located at Paseo de la Castellana 141, 6th Floor, 28046 Madrid.
3. Notwithstanding the powers of the DGSFP, the Member State authorised to control the Insurer is France. The institution authorised to control the Insurer is the Autorité de Contrôle Prudentiel et de Résolution (ACPR), with registered office at 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09.
4. This insurance contract shall be governed by Spanish Act 50/1980, of 8 October, on insurance contracts, by Spanish Act 20/2015, of 14 July, on the regulation, supervision and solvency of insurance and reinsurance companies, as well as by any implementing regulation.
5. The liquidation of Chubb European Group SE, Spanish branch, is not subject to Spanish law. You can check the report on the Insurer's solvency and financial situation on their website.
6. In the event of any complaint, you can first contact the Complaints Department of Chubb European Group SE, Spanish branch. If you are dissatisfied with the decision, you may contact the Insurance Ombudsman, LEGSE Abogados, via [defensordelasegurado@legse.com](mailto:defensordelasegurado@legse.com). If you do not agree with the decision or you are not attended to within 2 months upon filing your complaint, you may contact the Complaints Service of the DGSFP.
7. This contract shall be subject to Spanish jurisdiction and, in particular, the courts corresponding to the Insured's address.
8. That the remuneration received by the employees of the Insurer is of a monetary nature and depends on their functions and performance.
9. That the Insurer does not offer advice in relation to the insurance products distributed.
10. This insurance contract covers the contingencies described in the conditions herein and shall be valid during the term specified in section Term of the Insurance.
11. The payment of the insurance premium shall be made at the end of the sales journey.
12. Concerning your Right to revoke:
  - a) If your travel insurance is valid **for less than one**

**month**, you are not entitled to the right to revoke.

- b) If your travel insurance is valid **for more than one month**, you are entitled to a right to revoke of 14 days.

13. The information provided herein shall be valid during the whole term of the insurance.

#### Applicable Law

This Policy shall be governed by Spanish jurisdiction and be subject to Spanish Act 50/1980, of 8 October, on insurance contracts; by Spanish Act 20/2015, of 14 July, on the regulation, supervision and solvency of insurance and reinsurance companies, and by Spanish Royal Decree 1060/2015, of 20 November, on the regulation, supervision and solvency of insurance and reinsurance companies.

#### Eligibility

In order to be covered by this Policy, the Policy Holder and any other insured persons must have their primary residence in Spain on an uninterrupted basis during the term of the Policy. Furthermore, they must be in Spain when the Policy is taken out.

These terms and conditions shall apply to the Policy Holder and any other person insured under this Policy once the corresponding premium is paid, provided that the Policy Holder and any other person insured under this Policy meet the requirements concerning residence in Spain, as specified above.

#### Economic and Trade Sanctions

This insurance does not apply to the extent that resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, the member states of the European Union, or United States of America prohibit Chubb European Group SE, Spanish

branch from providing insurance, including but not limited to the payment of claims or the provision of any other benefit.

**In particular, Chubb European Group SE, Spanish branch will not pay any claims or provide any other benefits arising out of or relating to any Insured Person whose main residence is in Cuba and/or arising out of or relating to any travel to, from or in Cuba or any travel which starts, ends or has a scheduled stop in Cuba.**

#### Complaints Procedure

The internal and external procedures to make complaints are as follows:

a) Internal Procedure

In case you want to make a complaint in relation to your interests and rights conferred by law, you may send it in writing to:

Departamento de Reclamaciones  
Paseo de la Castellana 141, 6th Floor  
28046 Madrid

E-mail:  
reclamaciones.es@chubb.com

Fax: + 34 91 837 67 76

Clients may check the Regulations of the Complaints Department at the offices of Chubb European Group SE, Spanish branch.

If you are dissatisfied with the decision made by the Complaints Department, you may send a second complaint to:

Defensor del Asegurado:

LEGSE Abogados

E-mail:  
defensordelasegurado@legse.com

Fax + 34 915 76 08 73

The Complaints Department or, if applicable, the Insurance Ombudsman, shall have 2 months to process your complaint.

b) External Procedure

If your complaint is dismissed or if it is not solved by the Complaints Department or the Insurance Ombudsman within two (2) months after you filed it, you may contact the DGSFP (Complaints Service). In order for your complaint to be admitted and processed by the Complaints Service of the DGSFP or by certified alternative dispute resolution entities according to Law 7/2017 regarding Alternative dispute resolution entities for consumer issues. These entities are available in our webpage.

The Complaints Service of the DGSFP will handle your complaint only if you prove that you previously filed it before the Complaints Department of the Insurer or, if applicable, before the Insurance Ombudsman, or the aforementioned period of two (2) months should have passed.

If you arranged your policy with us online or through other electronic means, and have been unable to contact us either directly or through the Financial Ombudsman Service, you may wish to register your complaint through the European Online [Dispute Resolution platform](#). Your complaint will then be re-directed to the Financial Ombudsman Service and to us to resolve. There may be a short delay before we receive it.

Pursuant to Section 24 of Spanish Act on Insurance Contracts, in the event of any dispute, you may file a complaint to the Court of First Instance corresponding to your address.

Moreover, you can voluntarily submit your disputes to arbitration, according to Sections 57 and 58 of Spanish Royal Legislative Decree 1/2007, of 16 November, implementing the consolidated text of the Spanish General Act on Consumer and User Protection and other additional legislation and the implementing regulations thereof, notwithstanding the provisions of Spanish Act on Arbitration, in the event that the parties submit their disputes to the decision of one or more arbitrators. Furthermore, you can submit your disputes to a mediator in accordance with Spanish Act 5/2012, of 6 July, on mediation concerning civil and business matters.

Data Protection

We use personal information which you supply to us or, where applicable, to your insurance broker in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting.

We are part of a global group (in the sense of article 42 of the Spanish Code of Commerce), and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control. Some of the recipients may be based in territories, like the US, with a level protection of privacy not equivalent to the one enjoyed in the European Union.

You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, rectification, erasure, restriction of processing, data portability, objection and review of automated individual decisions.

This section represents a condensed explanation of how we use your personal information. For more information, checking the identity of our Data Protection Officer and knowing how to exercise your data rights, we strongly recommend you read our user-friendly Master Privacy Policy, available here: <https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>. You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com).

#### Contract

---

This Policy, the Policy Schedule and any information provided in **Your** application will be read together as one contract.

#### Misrepresentation and Non-Disclosure

---

**You** must take reasonable care to ensure that all of the information provided to **Us** in the application process, in "Your Declaration to Us", by correspondence, over the telephone, on claim forms and in other documents is true, complete and accurate. Please note that providing incomplete, false or misleading information could affect the validity of this Policy and may mean that all or part of a **Claim** may not be paid. **You** acknowledge that **We** have offered the Policy and calculated the premium using the information which **We** have asked for and **You** have provided, and that any change to the responses provided may result in a change in the terms and conditions of the

Policy and/or a change in the premium.

#### Interest

---

No sum payable by **Us** under this Policy shall carry interest unless payment has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the **Claim**. Where interest becomes payable by **Us**, it will be calculated only from the date of final receipt of such certificates, information or evidence.

#### Bank Charges

---

**We** shall not be liable for any charges applied by **Your** bank for any transactions made in relation to a **Claim**.

#### European Online Dispute Resolution Platform

---

If **You** arranged **Your** Policy with **Us** online or through other electronic means, and have been unable to contact **Us** either directly or through the Financial Ombudsman Service, **You** may wish to register **Your** complaint through the European Online Dispute Resolution platform: <http://ec.europa.eu/consumers/odr/>.

**Your** complaint will then be re-directed to the Financial Ombudsman Service and to **Us** to resolve. There may be a short delay before **We** receive it.

#### Express Consent. Acknowledgement of receipt of information

---

**The Insured Person expressly acknowledges to have received and understood the General and the Specific Terms and Conditions of this insurance Policy, and accepts them.**

**Likewise, pursuant to Article 3 of Spanish Act 50/80, of 8 October, on Insurance Contracts, and as an additional**



**covenant to the Specific Terms and Conditions, the Insured Person declares to have read, analysed and understood the content and scope of all the clauses of this contract and, particularly, those which, duly highlighted in bold, may limit their rights. In witness of their acknowledgement, express agreement and full approval thereof, the Insured Person grants their consent by checking the box next to the insurance option which they wish to take out.**

**Lastly, the Insured Person expressly acknowledges that prior to the execution of this contract, the Insurer provided written information regarding the legislation which applies to the policies, the different complaints processes, the Member State of the Insurer and its control authority, corporate name, address and legal form.**

#### Obligations of the Policyholder

##### **Risk Declaration**

The Policyholder shall accurately state every detail they may be aware of and that may help the Insurer assess the risks being covered, described in the Specific Terms and Conditions of the Policy.

##### **Informing of Changes in the Risk**

- a. During the term of the contract, the Policyholder or the Insured Person shall inform the Insurer, as soon as possible, of all circumstances which aggravate the risk and which, due to their nature, would have caused the Insurer to not execute the contract or to execute it under more burdensome conditions, had they been known by the Insurer at the time of drafting the contract.

Within a maximum of two months since being notified of the aggravation, the Insurer may propose a modification to the contract. The Policyholder shall have fifteen days as of receipt thereof to accept or reject it. If the Policyholder rejects the modification or does not respond, the Insurer may, after the said deadline, cancel the contract giving prior notice to the Policyholder. The Policyholder shall then have fifteen days to reply, after which, within the eight subsequent days, the Insurer will notify them of the permanent cancellation.

The Insurer may also cancel the contract by sending a notification to the Insured Person within a month of being informed of the said aggravation. In the event that the Policyholder or the Insured Person does not inform of an aggravation acting in bad faith and a claim occurs, the Insurer shall be released from its obligations. Alternatively, the cover provided by the Insurer shall be reduced according to the difference between the agreed premium and that which would have been applied if the true extent of the risk had been known.

- b. If the risk decreases during the term of the contract, the Policyholder or Insured Person may inform the Insurer of the circumstances which reduce the risk and which, due to their nature, would have caused the Insurer to not execute the contract or to execute it under more favourable conditions, had they been known by the Insurer at the time of drafting the contract.

In such a case, when the current period covered by the premium expires, the Insurer will reduce the future premium

by the corresponding proportion. Otherwise, the Policyholder will be entitled to cancel the contract and to be reimbursed the difference between the premium they paid and the one they should have paid from the time they informed the Insurer of the reduction in the risk.

- c. The Policyholder or the Insured Person shall notify the Insurer, as soon as possible, of any changes (even if temporary) in the profession or employment of the Insured Person which was stated in the questionnaire submitted to the Insurer before the Policy was taken out. If the change implies an aggravation or reduction in risk, the Insurer shall proceed as stated in sections A and B above.

**Any concealment, fraudulent declaration, omission or inaccuracy of these aspects, whether they affect the claim or not, will be penalised in accordance with Spanish Act on Insurance Contracts:**

**In case of a dishonest act, the Policy shall be cancelled.**

**If there is no proof of a dishonest act, a reduction will be applied to the compensation on the basis of paid premiums corresponding to those which would have been applied if the risks had been declared accurately and completely.**

#### **Premium Payment**

- a. The Policyholder shall pay the Insurer the premiums in accordance to the provisions on the Wizz Air website.
- b. If the Policyholder does not pay the premium before its due date, the Insurer shall be entitled to cancel the contract or request the said payment under summary proceedings on the basis of the policy. Unless

otherwise agreed, if the premium is not paid before the claim occurs, the Insurer shall be released from its obligations.

If any of the subsequent premium payments are not made, the Insurer shall suspend their cover one month after the payment due date. If the Insurer does not claim the payment within six months of the premium due date, the contract will be deemed to have been cancelled. In any case, while the contract is suspended, the Insurer may only request the payment of the premium for the current period.

If the contract is not cancelled or terminated pursuant to the previous paragraphs, the cover will be reinstated 24 hours after the day that the Policyholder pays the premium.

#### **Other information**

---

#### **Basis of the Insurance**

- a. The Policyholder's declarations establish the basis of the insurance.
- b. If the content of this Policy differs from the insurance proposal or from the clauses agreed, the Policyholder may request the Insurer, within one month of the delivery of the Policy, to rectify the existing difference. If the claim is not made within the said deadline, the provisions of the Policy shall apply.
- c. If once the contract has been executed the Insurer finds out that the statements made by the Policyholder are inaccurate, the Insurer may terminate the contract within one month as of the date they become aware of the said inaccuracy. Except in the event of misconduct or gross negligence by the Insurer, the Insurer must pay the premiums corresponding to the period in force at the time the statements are made.

- d. If the age of the Insured Person is incorrectly indicated, the Insurer will only be able to cancel a contract if the real age of the Insured Person on the effective date of the contract does not meet the conditions for acceptance defined by the Insurer.

If, as a result of the age having been incorrectly indicated, the premium paid is lower than the premium that should be paid, the cover provided by the Insurer will be reduced in proportion to the premium received. However, if the premium paid exceeds the premium that should have been paid, the Insurer must refund the surplus received, interest-free.

#### **Effective Date of the Insurance**

The insurance shall come into force as of the effective date indicated in the Specific Conditions of the Policy, provided that the premium has been paid.

#### **Term of the Contract**

The term of the contract shall be defined in the Specific Conditions of the Policy.

#### **Subrogation:**

The Insurer shall assume the Insured Person's rights and actions against third parties that cause the intervention of the Insured Person, for the total cost of the provided services or the compensated claims.

#### **Prescription:**

**Actions resulting from this Insurance Contract shall prescribe within five (5) years.** The period of prescription shall begin on the date the actions are exercised.

#### **Notifications:**

- a. Notifications addressed to the Insurer shall be sent to its registered office, specified in the Policy. Notifications made and premiums paid by the

Policyholder to an Authorised agent/representative of the Insurer shall have the same effects as if they had been made directly to the Insurer.

- b. Notifications made by an Insurance Broker to the Insurer shall have the same effects as if they had been made by the Policyholder, unless otherwise specified by the Policyholder.
- c. Notifications made by the Insurer to the Policyholder, Insured Person or Beneficiary shall be sent to their address indicated in the Policy.

#### **Currency**

The settlement of any claims under the policy taken out herein shall be made in Euro.

#### **Other Insurance**

If there were any other policies in force (taken out by the Insured Person or by another person) at the time of any event resulting in a Claim under this Policy that covered (or, if it were not for this Policy, that would cover) the same loss, damages, expenditure or liability, the Insurer would only pay the sum that proportionally corresponds to them for the said claim.

#### Claim Notification and Compensation Payment Processes

**The Insured Person must inform the Insurer by calling +34 938 004 788 or via email [asistencia@chubb.com](mailto:asistencia@chubb.com), attaching the supporting documents of the reason for cancelling the Trip and the relevant original invoices or receipts.**

**The Insured Person must inform the Insurer of the Claim within a maximum of 7 days of the date of the Claim.**

**Our priority is to manage your claims promptly. To be able to do so, we need you to provide us with the relevant**

**information as soon as possible after a claim occurs. Find below a list of the type of information you must submit as an integral part of your claim.**

## General Definitions

The following words and phrases below will always have the following meanings wherever they appear in the Policy and Policy Schedule in bold type and starting with a capital letter.

### **Abroad**

Outside **Spain**

### **Accident, Accidental**

A sudden identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather.

### **Adverse Weather**

Weather of such severity that the police (or appropriate authority) warn by means of public communications network (including but not limited to television or radio) that it is unsafe for individuals to attempt to travel via the route originally planned by **You**.

### **Age Limit**

64 years old (inclusive) and under at the date of taking out the Policy.

### **Any One Claim**

All **Claims** or legal proceedings including any appeal against judgment consequent upon the same original cause, event or circumstance.

### **Child, Children**

A person under 18 years of age at the time the Policy is purchased.

### **Chubb**

Chubb European Group SE

### **Chubb Assistance**

1. The telephone advice, information and counselling services; and/ or
2. the travel assistance and emergency medical and repatriation services; arranged by **Chubb**.

### **Claim, Claims**

Single loss or a series of losses **Due To** one cause covered by this Policy.

### **Close Business Colleague**

Someone who **You** work with in Spain and who has to be in work in order for **You** to be able to go on or continue a **Trip**.

### **Communicable Disease**

Means an illness or disease that may be transmitted directly or indirectly by one person to another due to a virus, bacteria or other microorganism.

### **Cruise**

A sea or river voyage of more than 3 days in total duration, where transportation and accommodation is primarily on an ocean or river going passenger ship.

### **Curtail, Curtailed, Curtailment**

Cut short/cutting short **Your Trip**.

### **Doctor**

A doctor or specialist registered or licensed to practise medicine under the laws of the country in which they practise who is neither:

1. a **Person Insured**; or
2. a relative of the **Person Insured** making the **Claim**, unless approved by **Us**.

### **Due To**

Directly or indirectly caused by, arising or resulting from, or in connection with.

### **Europe**

Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Eire, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including

Majorca, Menorca, Ibiza; Corsica; Sardinia; Sicily; Malta, Gozo; Crete, Rhodes and other Greek Islands; Cyprus), Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine.

### **Excess**

The first amount stated in the Table of Benefits of any **Claim** which each **Person Insured** must pay for each Section of the Policy that is claimed under.

### **Immediate Family Member**

**Your Partner** or fiancé(e) or the grandchild, child, brother, sister, parent, grandparent, step-brother, stepsister, step-parent, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece, of **You or Your Partner**, or anyone noted as next of kin on any legal document, all of whom must be resident in **Spain**, and not any **Person Insured**.

### **Insured Adult**

A person named in the Policy Schedule between the ages of 18 and 64 (inclusive) and who is resident in Spain and is in Spain when taking out the insurance.

### **Legal Expenses**

1. Fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the **Legal Representatives** in pursuing a **Claim** or legal proceedings for damages and/or compensation against a third party who has caused any **Persons Insured Accidental** bodily injury or illness or in appealing or resisting an appeal against the judgment of a Court, tribunal or arbitrator.
2. Costs for which **You** are legally liable following an award of

costs by any court or tribunal or an out of Court settlement made in connection with any **Claim** or legal proceedings.

### **Legal Representatives**

The solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person, firm or company appointed to act on **Your** behalf.

### **Loss, Lost, Losses**

**Your Personal Property, Money**, business equipment, passport and/or driving licence that are covered under this Policy:

1. have been accidentally or unintentionally left in a location and they have then disappeared; or
2. are in a known location, but **You** are not reasonably able to retrieve them; or
3. have disappeared and **You** are not sure how it has happened

### **Loss of Limb**

Amputation or total and permanent loss of use of one or more hands at or above the wrist or of one or more feet above the ankle (talo-tibial joint).

### **Loss of Sight**

1. In both eyes:  
Permanent blindness, which based on medical evidence **You** will never recover from, and which results in **Your** name being added (on the authority of a qualified ophthalmic specialist) to the Register of Blind Persons maintained by the government.
2. In one eye:  
Permanent blindness, which based on medical evidence **You** will never recover from, in an eye to the degree that, after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet

away can only be seen from 3 feet away or less.

### **Mobility Aid, Mobility Aids**

Any crutch, walking stick, walking frame, wheeled walking frame, walking trolley, evacuation chair, wheelchair, powered wheelchair or mobility scooter constructed specifically to aid persons suffering from restricted mobility but excluding any golf buggy or golf trolley.

### **Money**

Coins, banknotes, traveller's cheques, postal or money orders, travel tickets, pre-paid vouchers, non-refundable pre-paid entry tickets and debit, credit, payment, prepayment and/or charge cards.

### **Parent or Legal Guardian**

A person with parental responsibility, or a legal guardian.

### **Partner**

**Your** spouse or civil partner (registered pursuant to the Civil Partnership Act) or someone of either sex with whom **You** have been living for at least three months as though they were **Your** spouse or civil partner.

### **Period of Insurance**

Period of cover commencing at 00.01 or any later time the Policy Schedule is issued and ending on the date shown on **Your** Policy Schedule.

### **Personal Property**

1. Any suitcase, trunk or container of a similar kind and its contents;
2. any **Mobility Aid**;
3. **Valuables**,
4. any other article worn or carried by **You**; that is not otherwise excluded and which is either owned by **You** or for which you are legally responsible.

### **Premium**

Total amount paid for the Travel Insurance including Taxes and all applicable charges.

### **Public Transport**

Any air, land or water vehicle operated under licence for the transportation of fare-paying passengers and which runs to a scheduled published timetable.

### **Repair and Replacement Costs**

The cost of repairing partially damaged property, or, if property is totally **Lost** or destroyed or uneconomical to repair, the cost of replacing property as new less a deduction for wear, tear or depreciation.

(Note: **We** will pay a reasonable proportion of the total value of a set or pair to repair or replace an item that is part of a set or pair).

### **Travelling Companion(s)**

Someone **You** have arranged to go on **Trip** with and who it would be unreasonable to expect **You** to travel or continue **Your Trip** without.

### **Trip**

A journey **Abroad** involving pre-booked travel or accommodation.

### **Unattended**

Where **You** are not in full view of or in a position to prevent unauthorised taking or interference with **Your Personal Property** or vehicle.

### **Valuables**

Cameras and other photographic equipment, telescopes and binoculars, audio/video equipment (including radios, iPods, mp3 and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), mobile phones, satellite navigation equipment, computers and computer equipment (including PDAs, personal organisers, laptops, notebooks, netbooks, iPads, tablets and the like), computer games

equipment (including consoles, games and peripherals) jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals.

**War**

Armed conflict between nations, invasion, act of foreign enemy, civil war or taking power by organised or military force.

**We, Us, Our, Ourselves, The Insurer**

Chubb European Group SE,  
Sucursal en España located in Paseo de la Castellana 141, 6th floor,  
28046 Madrid (Spain).

**You, Your, Person(s) Insured**

All persons named in the Policy Schedule within the **Age Limit** being resident in **Spain**. Each person is separately insured with the exception of any **Child** unless travelling with an **Insured Adult**.



## Contact Us

---

Chubb European Group SE, Spanish branch

Paseo de la Castellana 141, Planta 6  
28046 Madrid  
Phone: +34 91 837 49 77  
www.chubb.com

## About Chubb

---

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally.

The insurance companies of Chubb serve multinational corporations, midsize and small businesses with property and casualty insurance and services; affluent and high net worth individuals with substantial assets to protect; individuals purchasing life, personal accident, supplemental health, home and car insurance and other specialty insurance coverage; companies and affinity groups providing or offering accident and health insurance programmes and life insurance to their employees or members; and insurers managing exposures with reinsurance coverage. Chubb's core operating insurance companies maintain financial strength ratings of AA from Standard & Poor's and A++ from A.M. Best. Chubb's parent company is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.

# Chubb. Insured.<sup>SM</sup>

Chubb European Group SE, Sucursal en España, located in Paseo de la Castellana 141, 6th Floor, 28046 Madrid and Tax number: W-0067389-G. Registered in the Mercantile Registry in Madrid Volume 19.701, Book 0, Sheet 1, Section 8, Page M346611. Insurance entity with fully paid share capital of 896.176.662€, it is governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. It is supervised by the Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09 and by the Dirección General de Seguros y Fondos de Pensiones with registered number E-0155.