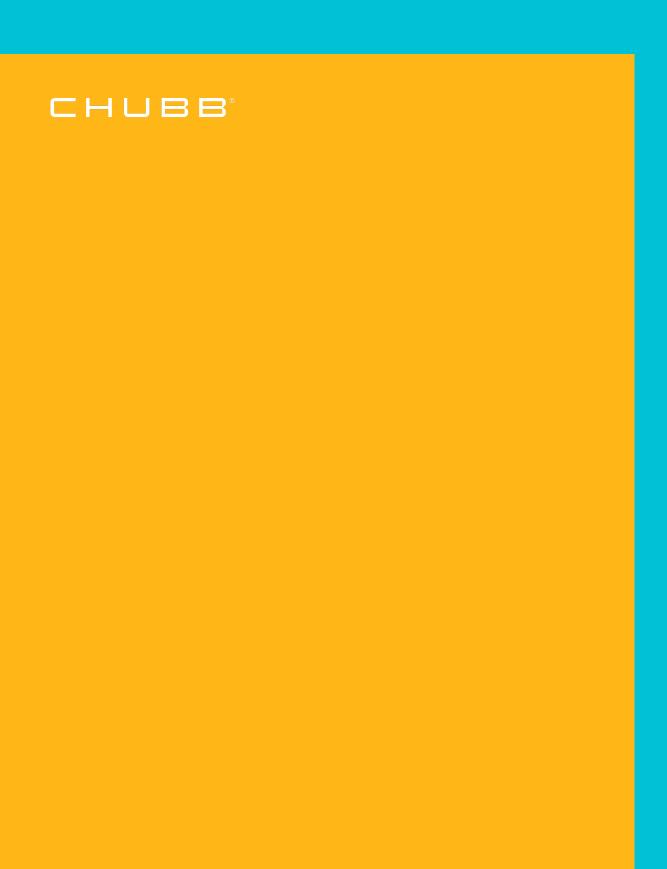
# Your Policy Document

Chubb Travel Insurance



## 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: +351 21 020 00 52 E-mail: asistencia@chubb.com (24 hours a day, 365 days a year) Call to national landline

## **Chubb Claims**

Telephone: +351 21 020 00 51 E-mail: <u>asistencia@chubb.com</u> Call to national landline

**Chubb Customer Service** 

Telephone: +351 21 020 00 51
E-mail: travel.en@chubb.com
Call to national landline

# 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.

#### **Immunisations**

You may need extra immunisations when travelling **Abroad**. Check whether You do before travelling online at Ministério dos Negócios Estrangeiros <a href="https://www.portaldascomunidades.mne.pt">https://www.portaldascomunidades.mne.pt</a>

#### **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 Online at: Website: **www.seg-social.pt** 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 EHIC or
- taking advantage of a reciprocal health agreement with Portugal; or

2

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

 $\mathbf{W}\mathbf{e}$  will not deduct the excess.

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## Welcome

## Thank you for choosing Chubb Travel Insurance.

This is **Your** Policy Wording which, together with **Your** Certificate of Insurance 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**, Portuguese branch (**We/Us**).

This Policy pays benefits, if shown as insured on your Certificate of Insurance, 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 **Winter Sports** is the main reason for **Your** trip.

**You** (as specified in the Certificate of Insurance) and **Chubb** agree that **You** shall pay the premium as agreed. The Certificate of Insurance 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 Certificate of Insurance 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 Certificate of Insurance each time a change is agreed.

Ignacio Borja

Country President Iberia

Chubb European Group SE - Sucursal em Portugal

Table of Benefits (Your chosen product is shown on your Certificate of insurance)

	Benefit Amounts / Limit of Liability			
Section / Policy Type	Travel Insurance including	Travel Insurance excluding	Cancellati on Insurance	Excess
	Cancellation	Cancellation		
1. Cancellation	Flight Cost² plus up to €500 for unused travel costs	Not Insured	Flight Cost² plus up to €500 for unused travel costs	✓
2. Medical Expenses &			Not	
Repatriation	In Funanciun	In Europa un	Insured	
A. i. Medical Expenses ii. Emergency Repatriation Expenses	In Europe up to €250,000; Rest of the World (outside Europe) up to to €500,000	In Europe up to €250,000; Rest of the World (outside Europe) up to to €500,000		✓
iii. Travel Expenses	€60 per day up to a Max of €600 Return ticket	€60 per day up to a Max of €600 Return ticket		1
B. Accompanying Traveller Expenses	up to €60 per day up to a Max of €600	up to €60 per day up to a Max of €600		1
C. Cremation Burial or Transportation Charges	up to €5,000	up to €5,000		✓
D. Emergency Dental Treatment	up to €250	up to €250		✓
3. Medical Emergency in Portugal	up to €1,500	Not Insured	Not Insured	/
A. Medical Expenses	- /-			•
B. Accompanying Traveller Expenses	€25 per day up to a Max of €500			✓
C. Transportation Charges	up to €1,500			✓
4. Hospital Benefit	€15 for each full 24 hours up to a Max of €750	€15 for each full 24 hours up to a Max of €750	Not Insured	Х
5. Travel			Not	
Delay/Abandonment A. Each complete 12 hour period	€75 up to a Max of €300	€75 up to a Max of €300	Insured	X

B. Abandonment	In Europe: up to €500 Rest Of the World (Outside Europe): up to €1000	In Europe: up to €500 Rest Of the World (Outside Europe): up to €1000		✓
6. Missed Departure	up to €200	up to €200	Not Insured	✓
7. Curtailment	In Europe: up to €500 Rest Of the World (Outside Europe): up to €1000	In Europe: up to €500 Rest Of the World (Outside Europe): up to €1000	In Europe: up to €500 Rest Of the World (Outside Europe): up to €1000	1
8. Personal Effects and Baggage A. Loss, damage or theft Single item limit Valuables limit Sports equipment	up to €1,500 €250 up to €250 up to €250	up to €1,500 €250 up to €250 up to €250	Not Insured	<b>√</b>
limit  B. Delayed Baggage	up to €200 after 12 hours delay	up to €200 after 12 hours delay		X
9. Loss of Passport / Driving Licence temporary replacement costs	up to €250	up to €250	Not Insured	X
10. Personal Money	up to €300	up to €300	Not Insured	✓
11. Personal Liability	up to €1,000,000	up to €1,000,000	Not Insured	✓
12. Overseas Legal Expenses	up to €10,000	up to €10,000	Not Insured	Х

¹ A €50 excess applies to each benefit section per person as highlighted in the table above.

However, under Section 1. Cancellation, the excess is 10% of the applicable claim amount, subject to a minimum of €50.

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

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

## **Important Information**

#### How to Claim

Guidance on how to **make a Claim** under this Policy is detailed on page 37 in this Policy Wording.

#### How to Cancel

Guidance on how to cancel this Policy is detailed on page 40 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 34 to 36 and 44 to 48 in this Policy Wording.

#### Persons Covered

# All **Persons Insured** on this Policy must be:

- permanently resident in Portugal and be in Portugal 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 41 to 43 in this Policy Wording.

#### Children

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

## **Trips Covered**

# 1. **Round Trip**A **Trip** during the **Period of Insurance** that takes place entirely within the Area of Travel stated in the Certificate of Insurance.

2. One way Trip
A Trip during the Period of
Insurance that takes place
entirely within the Area of
Travel stated in the Certificate
of Insurance but has no
scheduled return date.

## **Trips Not Covered**

## We will not cover any Trip:

- which involves manual work of any description;
- where Winter Sports is the main reason for Your trip;
- 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 Foreign and Commonwealth Office has advised against 'all travel'. If You are not sure whether there is a travel warning for Your destination, please check their website.

## The Cover We Provide

The maximum amount **We** will pay under each Section that applies is detailed in the Table of Benefits on page 8 in this Policy Wording.

All cover sections provide cover for **Trips Abroad**.

The following sections are applicable to **Trips** within Portugal.

Section 1. Cancellation
Section 3. Medical Emergency in
Portugal
Section 4. Hospital Benefit
Section 7. Curtailment
Section 8. Personal Effects and
Baggage
Section 10. Personal Money
Section 11. Personal Liability

## 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 Certificate of Insurance, 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

Round Trip
 All cover will end when the
 Period of Insurance ends.

2. **One Way Trip**All cover will end 24 hours after **You** start **Your Trip.** 

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 ticketholding 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 Certificate of Insurance 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:

- You have not been advised by a Doctor against participating in such sport or activity;
- You wear the recommended/ recognised safety equipment;
- 3. **You** follow safety procedures, rules and regulations as

- specified by the activity organisers/providers;
- 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.**

## **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
- Korfball
- 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) Portugal 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

## Chubb Assistance

**Chubb Assistance** can provide a range of assistance and medical related services during **Your Trip**. 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: **+351 21 020 00 52. Call to national landline.** 

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 to Portugal.

If **You** cannot do this yourself, **You** must arrange for a personal

- 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.

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
  Portugal if the Doctor
  appointed by Chubb
  Assistance believes treatment
  in Portugal 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.

## 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 Portugal. 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 1-12 ONLY APPLY IF SHOWN AS INSURED ON YOUR CERTIFICATE OF INSURANCE

## Section 1 - Cancellation

## What is covered

We will refund Your portion of unused travel and/or accommodation costs up to the amount stated in the Table of Benefits (including excursions prebooked 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:

- 6. 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 Your 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);
   Provided that such reasons for
- Provided that such reasons for cancellation are confirmed by a **Doctor**.
- the police requiring You or Your Travelling Companion's presence following a burglary or attempted burglary at Your or Your Travelling Companion's home.
- 4. serious fire storm or flood damage to **Your** 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**.
- You or Your Travelling Companion being made redundant and having registered as unemployed.

#### 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 Your or their occupation would normally require a Court attendance:
- C. redundancy where You or Your Travelling Companion:
  - 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.
- any adverse financial situation causing You to cancel Your Trip, other than reasons stated within the section 'What is covered'.
- 3. 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'.

- 4. The failure to obtain the necessary passport, visa or permit for Your Trip.
- 5. 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.
- 6. 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.
- 7. 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).
- 8. The Excess.

## 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 **Portugal**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 Portugal;
    or to move You to the most
    suitable hospital in
    Portugal; 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 Portugal, including travel costs back to Portugal 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 **Portugal.**
- 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 **Portugal**.
- D. Emergency Dental Treatment All medically necessary and reasonable cost to provide emergency dental treatment for the relief of pain only, outside of **Portugal**.

## **Special Conditions**

- If You are injured or become ill Abroad You must follow the procedure detailed under 'Making a Claim' on page 37 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 Portugal; or move You to the most suitable hospital in Portugal;

- at any time, if **Chubb Assistance** believes that it is necessary and safe to do so.
- 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**.

- 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 Portugal.
- 4. Any costs incurred following Your decision not to move hospital or return to Portugal 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.
- 8. Medication You are taking before, and which You will have to continue taking during, a Trip.
- Any expenses incurred in Portugal.
- 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 Portugal.
- 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 – Medical Emergency in Portugal

## What is covered

If during a **Trip** within Portugal **You**:

- 1. are injured; or
- 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**;

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

## A. Medical Expenses

All reasonable costs that it is medically necessary to incur while on **Your Trip** for hospital, ambulance, surgical or other diagnostic or remedial treatment, given or prescribed by a **Doctor**, and including charges for staying in a hospital. This is provided these costs are not already covered by **Your** Primary Health Insurance or **Portuguese Department of Health.** 

# B. Accompanying Traveler Expenses

For transport and accommodation expenses (including a daily allowance for meals, phone calls and travel) for one Portuguese resident, to stay with or travel to and stay with You on the advice of Chubb Assistance. You must provide Us with original receipts for these expenses.

**C. Transportation Charges**To return **Your** body or ashes to **Your** home, if You die

## **Special Conditions**

- 1. If You are injured or become ill You must follow the procedure detailed under 'Making a Claim' on page 37 of this Policy. If You do not, We may reject Your Claim or reduce the amount that We pay You.
- Cover shall end as soon as You return to Your home in Portugal or You move to another hospital in Portugal.
- 3. Transport and accommodation expenses must be authorised in advance by **Chubb Assistance**.
- 4. All original receipts must be kept and provided to support a **Claim**.

## 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:
  - not confirmed as medically necessary;
  - 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 Your home in Portugal.
- 4. Any costs incurred following Your decision not to move hospital or return to Your home in Portugal 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 to obtain.
- 8. Medication You are taking before, and which You will have to continue taking during, a Trip
- Any expenses incurred in Portugal, except during a covered Trip where Your scheduled final destination is within Portugal.
- 10. Any expenses incurred within a 50 KM radius of Your home within Portugal.

- 11. Travel and accommodation expenses incurred which have not been authorised in advance by Chubb Assistance.
- 12. Any additional costs for single or private room accommodation.
- 13. Cremation or burial costs in Portugal.
- 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.
- 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 4 – 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 or Section 3 – Medical Emergency in **Portugal, We** will pay the benefit amount stated in the Table of Benefits for each complete 24 hours that **You** remain a hospital inpatient, 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 5 – 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 **PublicTransport** operator

- describing the length of, and reason for, the delay; and
- D. allow reasonable time to arrive at **Your** departure point on time.

- 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 6 – 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:

- 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
- 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:**

 the car/taxi You are travelling in breaking down or being involved in an accident; or  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:
  - reasonable evidence of the published time of arrival and the actual time of arrival.

- 1. Any Claim Due To:
  - 1. Public Transport being taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
  - 2. a strike if it had started or been announced before You arranged this insurance or booked Your Trip, whichever is the later.
- 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. You 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 7 – Curtailment

## What is covered

## We will pay:

A. unused accommodation costs (including excursions prebooked 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 **Portugal.** 

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 Your 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

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 Your or Your Travelling Companion's home
- Serious fire storm or flood damage to Your or Your Travelling Companion's home; provided that such damage occurs after Your Trip commences.

- 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 Your 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.
- 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).
- The Excess.

## Section 8 – 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**

- 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.
- 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.

- 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
- Loss or theft of Valuables left Unattended unless contained in a locked safe or safety deposit box.
- Loss or theft of any Personal Property (other than Valuables) left Unattended unless:
  - 1. contained in

- i) a locked room; or
- ii) a locked safe or safety deposit box;
- 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;
- 2. in the custody or control of an airline or other carrier.
- 4. Loss, theft or damage to:
  - 1. antiques, musical instruments, pictures, household goods, contact or corneal lenses, dentures, or dental fittings, hearing aids, bonds, securities or documents of any kind:
  - 2. 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;
  - 3. business equipment, business goods, samples, business Money, tools of trade or any other item used in connection with Your business, trade or occupation; 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.
- 5. Delay, detention, seizure or confiscation by customs or other officials.
- 6. The Excess (not applicable to delayed baggage Claims).

## 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:

- replacement documents needed to enable **You** to return to Portugal including any additional travel and accommodation (room only) costs incurred by **You** or on **Your** behalf during **Your Trip** to obtain such documents; and
- 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 Conditions**

- 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.
- 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 Conditions**

- 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.

- 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.
- 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:

- accidental bodily injury (including death illness or disease) to any person;
- 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:

- all costs and expenses recoverable by a claimant from You;
- all costs and expenses incurred with **Our** written consent;
- 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**

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:

- in respect of bodily injury to any person who is:
  - under a contract of service with You when such injury arises out of and in the course of their employment by You;
  - 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 aerospatial device or any airborne or waterborne craft or vessel (other than nonmechanically 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 Abroad 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.
- 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.
- 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.

- 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.

- Any Claim reported to Us more than 12 months 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.
- 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.
- Legal Expenses incurred in the defence against any civil claim or legal proceedings made or brought against You unless as a counter-claim.
- 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 under an Arbitration Scheme or Complaint Procedure;

- B. Us or Our agents; or
- C. Your employer.
- 8. Actions between Persons Insured or pursued in order to obtain satisfaction of a judgement or legally binding decision.
- 9. Legal Expenses incurred in pursuing any Claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine.
- 10. Legal Expenses chargeable by the Legal Representatives under contingency fee arrangements.
- 11. Legal Expenses incurred where You have:
  - A. failed to co-operate fully with and make sure 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; or
- B. settled or withdrawn a Claim in connection with any Claim or legal proceedings for damages and or compensation from a third party without Our agreement. In such circumstances We shall be entitled to withdraw cover immediately and to recover any fees or expenses paid.
- 12. Legal Expenses incurred after You have not:
  - A. accepted an offer from a third party to settle a Claim or legal proceedings where the offer is considered reasonable by Us; or
  - B. accepted an offer from Us to settle a Claim.
- 13. Legal Expenses which We consider unreasonable or excessive or unreasonably incurred.

## General Exclusions

Exclusions that apply to the whole Policy.

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

In particular, Chubb 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.

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 10 of this Policy.
- 2. Children travelling alone You are a Child travelling or booked to travel without an adult Person Insured named in the Certificate of Insurance.
- Trips not covered
   Your Trips is described
   under "Trips Not

Covered", on page 11 of this Policy.

- 4. 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 **Portuguese Department 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"
    - ii) any leisure activities or sports

- in a professional capacity or for financial reward or gain
- iii) 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 selfinflicted injury regardless of the state of Your mental health; or
  - ii) Your needless selfexposure 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, accommodati
  on provider, ticketing
  agent or excursion
  provider.
- M. 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.
- N. Any expenses which are recoverable (whether successful or not) by an Insured Person from:
  - i) any tour operator, travel provider, airline, hotel or other service provider under the terms of any contract or any

relevant law or regulation; or

ii) any compensation scheme.

#### Making a Claim

Conditions that apply to the whole Policy.

- 1. If **You** are injured or become ill and need:
  - 1. hospital in patient treatment, specialist treatment, medical tests, scans or to be brought back to Portugal: You must contact Chubb **Assistance** immediately on: **+351 21 020 00 52** (Call to national landline). 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
  - A. 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 pages 14-15 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: <a href="mailto:asistencia@chubb.com">asistencia@chubb.com</a>
Tel: +351 21 020 00 51
(Call to national landline).

#### Reporting Lost, Stolen or Damaged Property

 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 4 – 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 in 8 (eight) days 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:

- 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:

 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;

- 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.

#### Fraudulent Claims

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

#### **Paying Claims**

- 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.
- 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.

#### Contract

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

#### Choice of Law

This Policy shall be governed by and interpreted in accordance with the laws of Portugal alone shall have jurisdiction in any dispute. All communication in connection with this Policy shall be in Portuguese.

#### Jurisdiction

This agreement or any dispute or claim arising out of or in connection with its subject matter or formation shall be submitted to the exclusive jurisdiction of the Portuguese courts, understood as insured's domicile.

#### Third Party Rights

Only **You** and **Us** can enforce the terms of this Policy. No other party may benefit from this contract as of right. This Policy may be varied or cancelled without the consent of any third party.

## Compliance with Policy Requirements

You (and where relevant Your representatives), shall comply with all applicable terms and conditions specified in this Policy. If You do not comply, We will only pay that part of any Claim that We would have had to pay if You had complied in full.

#### **Changing Your Policy**

- If You want to change Your
   Policy
   If any of the information You
   have given Us changes You
   must telephone (and confirm in
   writing if We request You to
   do so), email or write to Us.
- If We want to change Your Policy

We reserve the right to make changes or add to these Policy terms for legal or regulatory reasons and/or to reflect new industry guidance and codes of practice. If this happens We will write to You with details at least 30 days before We make any changes. You will then have the option to continue with or to cancel the Policy.

Any change made to **Your** Policy will begin on the date that the Certificate of Insurance is issued to **You** by **Us**.

If **We** change **Your** policy and as a result of those changes **You** wish to cancel **Your** policy, **We** will send **You** a pro-rata refund unless **You** have made a **Claim** under this Policy in which case no refund will be made.

#### **Cancelling Your Policy**

## If You want to cancel Your Policy:

- 1. Right of free termination/withdrawal
  - A) If your trip lasts less than a month, You will not be entitled to the free termination of the contract.

- B) If your trip is longer than one month, you may exercise your right of withdrawal within 14 days of receiving of your insurance policy and certificate.
- 2. Cancellation after 14 days
  After 14 days You may
  cancel Your policy, but we
  will not pay You a refund of
  any premium You have
  paid.

Our contact details are:

Chubb European Group SE -Sucursal em Portugal, Av. da Liberdade, n.º 249, 3rd Floor, 1250-143 Lisboa.

Telephone: 808 501 055 (Call to national landline)

If We want to cancel Your Policy We can cancel this Policy by giving You 30 days written notice. We will only do this for a valid reason.

Examples of valid cancellation reasons include attempted or actual fraud, or where **We** are ordered or instructed to cancel this Policy by a regulator, court, or other law enforcement agency. If **We cancel** the Policy We will refund any premium You paid for the cancelled period provided You have not made a Claim under the Policy during the current Period of Insurance.

#### Other taxes or costs

**We** are required to notify **You** that other taxes or costs may exist which are not imposed or charged by **Us**.

## 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.

#### Premium

In order to benefit from the coverages foreseen in this contract, You have to pay the agreed premium in the due date.

If You do not pay the agreed premium this contract will be null with no effect from the very beginning.

#### 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**.

#### Complaints procedures

We are dedicated to providing a high quality service and want to maintain this at all times. If the Policyholder or Insured Person are not satisfied with this service, please contact Us, quoting Your Policy details, so We can deal with the complaint as soon as possible, according to the Complaints Management Policy of Chubb European Group SE, Sucursal em Portugal

If You have a complaint about the sale of Your Policy or the Customer Service You have received please contact our complaints department:

Chubb European Group SE – Sucursal em Portugal, Av. da Liberdade, n.º 249, 3rd Floor, 1250-143 Lisboa.

E-mail address:

reclamacoes.pt@chubb.com

Fax: 800834239 (Call to national landline)

Website/formulário reclamação: https://www2.chubb.com/ptpt/conformidade-etica/formularioreclamacao.aspx

You can also address Your complaint to the Portuguese Insurance and Pensions Funds Supervisory Authority – ASF (www.asf.com.pt, e-mail consumidor@asf.com.pt) or through the electronic complaints

(https://www.livrodereclamacoes.pt /inicio), or You can approach the Ombudsman Service for assistance if there is dissatisfaction with Our final response or after 20 days from making the complaint if not resolved satisfactorily.

You will find all information regarding our complaint management regulations in Chubb Portugal's website:
<a href="https://www.chubb.com/pt-pt/">https://www.chubb.com/pt-pt/</a> assets/documents/regulamento

A leaflet explaining the procedure is available upon request. You can also access the contacts details in our website:

https://www2.chubb.com/pt-pt

-de-gestão-de-reclamações.pdf.

Following these complaints procedures does not reduce **Your** statutory rights relating to this Policy. For further information about **Your** statutory rights contact the Citizens Advice Bureau.

List of Alternative Dispute Resolution Authorities (RAL) (established in accordance with Article 20 of the 2013/11 / EU Directive:

CACCL - Centro de Arbitragem de Conflitos de Consumo de Lisboa http://www.centroarbitragemlisboa .pt/

CAUAL - Centro de Arbitragem da Universidade Autónoma de Lisboa https://arbitragem.autonoma.pt/ TRIAVE - Centro de Arbitragem de Conflitos de Consumo do Vale do Ave/Tribunal Arbitral http://www.triave.pt/

CACC RAM - Centro de Arbitragem de Conflitos de Consumo da Região Autónoma da Madeira https://www.madeira.gov.pt/cacc/

CIAB – Centro de Informação, Mediação e Arbitragem de Consumo (Tribunal Arbitral de Consumo) http://www.ciab.pt/pt/

CNIACC – Centro Nacional de Informação e Arbitragem de Conflitos de Consumo http://www.arbitragemdeconsumo. org/Centro de Arbitragem de Conflitos de Consumo do Distrito de Coimbra

http://www.centrodearbitragemdecoimbra.com

Centro de Informação, Mediação e Arbitragem de Conflitos de Consumo do Algarve http://www.consumoalgarve.pt

CICAP - Centro de Informação de Consumo e Arbitragem do Porto http://www.cicap.pt

CIMPAS - Centro de Informação Mediação e Provedoria de Seguros http://www.cimpas.pt

This list is subject to changes. You can find an updated list of ADR entities

at: https://www.consumidor.gov.pt/parceiros/sistema-de-defesa-do-

consumidor/entidades-deresolucao-alternativa-de-litigios-deconsumo/ral-mapa-e-lista-deentidades.aspx

Prudential Regulation Authority and Financial Conduct Authority

Chubb European Group SE, Registered in England and Wales No. with registered office at Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France..

ChubbEuropean Group SE is authorised by the Autorité de Contrôle Prudentiel et de Résolution (ACPR), with registered office at 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09.

Portuguese Insurance and Pensions Funds Supervisory Authority – ASF

Chubb European Group SE – Sucursal em Portugal" with registered office in Av. da
Liberdade, n.º 249, 3rd Floor, 1250143 Lisboa, Registered No. 980 350 964, 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 Autoridade de Supervisão de Seguros e Fundos de Pensões (ASF) with code n.1173.

#### **General Definitions**

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

#### **Abroad**

Outside Portugal

#### 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**

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

#### **Insurer**

**Chubb** European Group SE, Sucursal em Portugal.

Av. da Liberdade, n.º 249, 3rd Floor, 1250-143 Lisboa.

#### 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 **Portugal** 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
- 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, United Kingdom.

#### **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.Part of the value of the damage to be borne by the policyholder or insured.

#### **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 Portugal, and not any Person Insured.

#### **Insured Adult**

A person named in the Certificate of Insurance between the ages of 18 and 64 (inclusive) and who is resident in Portugal and is in Portugal when taking out the insurance.

#### **Legal 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, passport and/or driving licence that are covered under this Policy:

- have been accidentally or unintentionally left in a location and they have then disappeared; or
- 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

#### 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.

## One way Trip (outward flight only):

Is a Trip that commences upon leaving your home and ends after leaving passport control at your destination, including any stopovers on your Trip to your destination of up to 24 hours

#### **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 Certificate of Insurance is issued and ending on the date shown on **Your** Certificate of Insurance.

#### **Premium**

Total amount, including Taxes and all applicable charges that the Policyholder must pay for the Insurance.

#### **Personal Property**

- 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.

#### **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).

## Round Trip (outward and return flight):

Is a **Trip** that commences upon leaving your home including any stopovers on your outward and return **Trip** to your destination of up to 24 hours, and ends upon your return to your place of residence subject to a maximum duration of 30 days.

#### 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 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.

#### **Portugal**

Continental Portugal and archipelagos of **Açores** and **Madeira** 

#### **Valuables**

Cameras and other photographic equipment, telescopes and binoculars, audio/video equipment (including radios, iPods, mp3and 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 semiprecious 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 em Portugal.

#### **Winter Sports**

Bigfoot skiing, bobsleighing, cross-country skiing, glacier skiing, heliskiing, kite snowboarding, langlauf, luging, mono-skiing, skidooing, skiing, ski acrobatics, ski flying, ski jumping, ski racing, ski touring, sledging, snow blading, snowboarding, snowmobiling, speed skating, tobogganing.

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

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

#### **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 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.

#### Language

Upon request from the policyholder, the parties agree that this policy was written in English language.

The actions arising from this Insurance Contract will expire within five (5) years. The limitation period begins since the knowledge of the right.

Insurer's employee remuneration/ Advice

The remuneration received by **Chubb**'s employees is of a monetary nature and varies depending on their respective functions and performance therein.

**Chubb** does not offer advice in relation to the marketing of its insurance products.

#### **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

Chubb European Group SE, insurance company with head office at La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France, a company registered in Nanterre under number RCS 450 327 374, with a fully paid share capital of 896.176.662C, governed by the provisions of the French insurance Code, operating through its branch in Portugal, named "Chubb European Group SE - Sucursal em Portugal", domiciled at Avenida da Liberdade, 249, 3rd Floor, 1250-143 Lisboa, registered at the Commercial Registry Office with the same registration and taxpayer 980350964, supervised by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09 and by the Autoridade de Supervisão de Seguros e Fundos de Pensões (ASF) with code n.1173.

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.

#### Contact Us

## Chubb European Group SE - Sucursal em Portugal

Av. da Liberdade, n.º 249, 3rd Floor, 1250-143 Lisboa

#### **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>™</sup>

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