



Travel Insurance

MAPFRE ASISTENCIA

15/01/2016

 **MAPFRE** | ASISTENCIA

Index

ARTICLE 1. PRELIMINARY.....2

ARTICLE 2. DEFINITIONS.....2

ARTICLE 3.OBJECT AND SCOPE OF INSURANCE.....6

GENERAL CONDITIONS OF EACH COVER

ARTICLE 4.COVERS.....6

CLAUSE ON INDEMNITY BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES
ARISIGN FROM EXTRAORDINARY EVENTS

ARTICLE 5.INSURANCE COMPENSATION CONSORTIUM.....29

ARTICLE 5.1.RISKS COVERED

ARTICLE 5.2.RISKS EXCLUDED

ARTICLE 5.3.SCOPE OF COVER

ARTICLE 5.4. PROCEDURE TO FOLLOW IN THE EVENT OF A LOSS INDEMNIFIABLE BY THE
INSURANCE COMPENSATION CONSORTIUM

GENERAL EXCLUSIONS

ARTICLE 6.GENERAL EXCLUSIONS FOR ALL COVERAGES.....31

GENERAL RULES

ARTICLE 7.BASIS OF THE INSURANCE POLICY.....33

ARTICLE 8.INCEPTION AND DURATION OF THE POLICY.....33

ARTICLE 9.AMOUNT AND PAYMENT OF THE PREMIUM AND EFFECTS OF NON PAYMENT....33

ARTICLE 10.MODIFICATIONS TO THE RISK.....34

ARTICLE 11.LOSSES.....35

ARTICLE 12.SUBROGATION.....36

ARTICLE 13.COMUNICATIONS.....37

ARTICLE 14.CONCURRENCE OF INSURANCE POLICIES.....37

ARTICLE 15.PRESCRIPTION AND JURISDICTION.....37

GENERAL CONDITIONS

INTRODUCTION

1. ARTICLE 1- PRELIMINARY

This insurance contract shall be governed by the stipulations of the General, Specific and Special Conditions and, save agreement to the contrary that proves more beneficial for the insured, by the provisions of Spanish Law 50/1980, of 8th October, on Insurance Contracts and the Law 20/2015, of 14th July, on Insurance and Reinsurance Regulation, Supervision and Solvency

This policy has two versions: one in Spanish, the other in English. The second is a translation of the first; therefore, in case of doubt or conflict, the Spanish text shall always prevail over the English text.

The registered offices of MAPFRE ASISTENCIA, COMPAÑÍA INTERNACIONAL DE SEGUROS Y REASEGUROS S.A. are located in Spain and it is thus the Spanish Economics Ministry, through the Spanish Insurance and Pension Funds General Directorate, which is the authority entrusted with controlling the exercise of its activities.

This Insurance contract is intermediated by Wyedean Insurance Services Limited (Trading name: Abbeygate), with registered office at Gloucester Road Ross-on-Wye Herefordshire HR9 5LE United Kingdom, authorized and regulated by the Financial Conduct Authority, number 305487, operating in Spain under free provision of services.

2. ARTICLE 2 - DEFINITIONS

Wherever the following words or phrases appear in this policy, they will always have the meanings shown under them.

- **Accident:** the bodily injury suffered during the life of the contract, which derives from a violent, sudden, external cause and one that is not intended by the Insured. The following will also be construed to be accidents:
 - a. Asphyxia or injuries as a consequence of gases or vapours, immersion or submersion, or from the consumption of liquid or solid matter other than foodstuffs.
 - b. Infections resulting from an accident covered by the policy.
 - c. Injuries that are a consequence of surgical operations or medical treatments resulting from an accident covered by the policy.
 - d. The injuries sustained as a result of self-defence.
- **Serious accident:** an accident which, in the opinion of the Insurer's medical team, prevents the Insured from start travelling or continuing travelling on the date planned, or which involves risk of death.
- **Territorial Scope:** geographical area over which the trip stipulated in the contract takes place and in which any incidents which occur shall be duly covered. This shall be duly stated in the Specific or Special Conditions of the policy.
- **Insured:** each person identified in the policy, who is entitled to the benefits provided under this policy. In the case of Group Policies, the Insured shall be deemed to be those included in the lists which the Policyholder communicates to the Company prior to the start of the cover period.
- **Beneficiary:** person or persons to whom the Policyholder or, where applicable, the Insured recognizes the right to receive the assistance object of insurance or to receive the corresponding indemnity amount in the contracted policy.
- **Business goods or equipment** means items used by you and which belong to you in support of your business activity including office equipment which is portable by design including, but not restricted to, personal computers, telephones and calculators
- **Change in medical condition:** The insured must tell the company about any changes that take place between the date the insured bought the policy and the date the insured booked a trip. This includes:
 - o any new treatment or prescribed medication;
 - o any changes to treatment or prescribed medications, including changes in dosages; and

- any new sickness, condition, illness or injury which you needed to ask for medical advice.
- **Close business associate** means any person whose absence from business, for one or more complete days at the same time as your absence, prevents the proper continuation of that business.
- **Insurer or Company: Compañía:** "MAPFRE Asistencia, Compañía Internacional de Seguros y Reaseguros, S.A, referred to as "the Company" throughout these General Conditions.
- **Curtailement/Curtail/Curtailed** - means either:
 - abandoning or cutting short the trip by direct early return to your residence, in which case claims will be calculated from the day you returned to your residence and based on the number of complete days of your trip you have not used, or
 - by attending a hospital outside your residence as an in-patient or being confined to your accommodation abroad due to compulsory quarantine or on the orders of a medical practitioner, in either case for a period in excess of 48 hours. Claims will be calculated from the day you were admitted to hospital or confined to your accommodation and based on the number of complete days for which you were hospitalised, quarantined or confined to your accommodation.
- **Bodily damages:** bodily injuries or death caused to individuals
- **Material damages:** deterioration or destruction of inanimate objects and injuries caused to animals.
- **Departure point** means the international airport, train station or port where your trip to your destination begins and where the final part of your trip back to your home begins.
- **Family cover** means up to two adults and any number of their children, step children, foster children or grandchildren aged under 18. Each insured person is covered to travel independently.
- **Geographical area(s)** means the countries of the area (shown below) for which you have paid the appropriate premium, except those countries or parts of countries where the Foreign & Commonwealth Office (FCO) or the World Health Organisation (WHO) has advised against travel, as specified on your schedule. Europe: Albania, Andorra, Armenia, Austria, Azerbaijan, Belgium, Belarus, Bosnia-Herzegovina, Bulgaria, Channel Islands, Croatia, Cyprus, Czech Republic, Denmark (including Faroe Islands), Estonia, Finland, France (including Corsica), Georgia, Germany, Gibraltar, Greece (including Greek Islands), Hungary, Iceland, Ireland, Italy (including Aeolian Islands, Sardinia & Sicily), Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway (including Jan Mayen, Svalbard Islands), Poland, Portugal (including Azores & Madeira), Romania, Russia (European), San Marino, Serbia (including Kosovo), Slovakia, Slovenia, Spain (including Balearic and Canary Islands), Sweden, Switzerland, Turkey, United Kingdom: including Great Britain, Northern Ireland and the Isle of Man; Ukraine, United Kingdom and Vatican City. Australia & New Zealand: Mainland Australia, Tasmania, New Zealand and their dependencies. Worldwide excluding USA, Canada & the Caribbean: Worldwide, excluding United States of America, Canada and all islands in the Caribbean Sea and the Bahamas. Worldwide including USA, Canada & the Caribbean: All countries worldwide.
- **Dangerous Sports :**
 1. Fighting or self-defence sports, (semi)professional sports, racing of any kind other than on foot, mountaineering expeditions, deep sea diving (deeper than 40 metres), solo sea-sailing, ski jumping, free climbing without ropes, motor sports, use of fire- or other arms, yachting out of territorial waters and any other sport involving an exceptional risk of accidents. **Participation in these activities is never covered under the terms of this policy.**
 2. Abseiling, off-road mountain biking, ice hockey, canyoning, parachuting, bobsleighbing, aviation other than as a fare-paying passenger on a scheduled flight, gliding, hanggliding, microlight flying, rodelen, downhill skiing and langlaufen on the normally marked public open pistes, snowboarding, big foot skiing, mono-skiing and any sport involving an extra risk of accident. **Participation in these activities may be covered against payment of a supplement. –**
 3. American Football, rugby, bungee jumping, caving, horse riding, trekking above 2,500 metres, mountaineering with the use of ropes, rock climbing with the use of ropes, scuba diving (up to 40 metres), white water canoeing, white water rafting, water skiing, off piste skiing and off piste snowboarding (provided accompanied by a guide or instructor). **Participation in these activities may be covered against payment of a supplement. Participation in competitions or tournaments organised by sporting federations or similar organisations is not included.**
 4. **Participation in these activities may be covered against payment of a supplement. Participation in competitions or tournaments organised by sporting federations or similar organisations is not included.**
- **Congenital disease:** that exists at the moment of birth as a consequence of hereditary factors or complaints acquired during pregnancy.
- **Serious illness:** a health alteration that entails hospitalisation or that, in the opinion of the Company's medical team, makes it impossible for the Insured to initiate or continue their trip, or poses a risk of death.
- **Pre-existing illness:** an illness is considered pre-existing where it was being treated or was known to the Insured or their relatives prior to the start of the trip and/or taking out the policy.

- **Baggage:** luggage, clothing, personal effects, valuables and other articles (but excluding ski equipment, and personal money and documents of any kind) which belong to you (or for which you are legally responsible) which are worn, used or carried by you during any trip.
- **Close Relatives:** relatives shall be taken to refer solely to spouses, common-law partners, children, parents, grandparents, siblings and parents, sons, daughters, brothers and sisters-in-law of the Insured, save specific provisions of each Cover or Guarantee. Likewise, the Insured's legal guardians shall be included in this definition.
- **Policy excess:** Initial amount of total damage to the insured goods not covered by the policy that, in case of a claim, must be paid by the insured before receiving compensation.
- **War:** War, whether declared or not, or any warlike activities, including using military force to achieve economic, geographic, nationalistic, political, racial, religious or other goals
- **Illness:** any change in health diagnosed and confirmed by a legally recognised doctor during the time that the policy is in force and which is not comprised in the two groups below.
 - Congenital disease: that exists at the moment of birth as a consequence of hereditary factors or complaints acquired during pregnancy.
 - Pre-existing disease: that the Insured suffered prior to the date of taking out the insurance.
- **Limit:** the amount set forth in the Specific Policy Conditions or, where applicable, in the Special Conditions, of the policy, and which represents the maximum benefit (financial, temporary or another kind) covered under each guarantee. Save express indication to the contrary, the financial limits are expressed in Euros and the € symbol may be used.
- **Manual work** - Any manual labour which includes but not limited to:
 - using, installing or maintaining equipment or machinery; or
 - building or construction work.

In these situations, you will not be covered for work that involves installing, putting together, maintaining, repairing or using heavy electrical, mechanical or hydraulic machinery. The Insured will not be covered when s/he is working more than three metres above the ground, and cover for personal accident and personal liability is not included.
- **Osteosynthesis material:** parts or pieces of metal or of any other kind used to join together the ends of a fractured bone, or to knit together the tips of joints, by surgical operation and which can be reused.
- **Orthopaedic material or orthesis:** anatomical parts or items of any kind used to prevent or correct temporary or permanent deformations of the body (walking sticks, cervical collar, wheelchair,...).
- **Doctor:** means a medical professional, collegiate or officially registered according to the law of the place where the claim happens
- **Valuable Articles:** Photographic, audio, video and electrical equipment (included but not limited to CDs, DVDs, video and audio tapes and electronic games), MP3 players, games consoles, personal organisers, eReaders (including eBooks and Kindles), computer equipment, tablet PC's (including iPads), netbook computers, binoculars, antiques, jewellery, watches, furs, leather goods, animal skins, silks, precious stones and items made of or containing gold, silver or precious metals, hearing aids, sports and leisure equipment and musical instruments.
- **Loss:** economic losses as a direct result of a compensable bodily harm or material damage suffered by a third party.
- **Policy:** a document containing the General Conditions regulating this Travel Insurance contract. The Application for Insurance, General Conditions, the Specific Policy Conditions that individualise the risk, and the Special Conditions, where appropriate, form an integral part of the policy, as well as the Supplements or Appendices issued thereto in order to supplement or alter it.
- **Premium:** the price of the insurance that the Policyholder must pay the Insurer in consideration for the coverage of the risks provided for him/her by the latter, the receipt for which will include, moreover, the surcharges and taxes legally applicable. Save express indication to the contrary, it is expressed in Euro and the € symbol may be used.
- **Prosthesis:** these are deemed to be any item of any kind that temporarily or permanently replaces the lack of an organ, tissue, organic fluid, member or part of any of them. By way of an example, mechanical or biological items such as cardiac valve parts, joint replacements, synthetic skin, intraocular lenses, biological materials (cornea), fluids, gels and synthetic or semisynthetic liquids that replace organic humours or liquids, medicine reservoirs, mobile oxygen therapy systems, etc.
- **Home or Usual Place of Residence:** the place where the Insured is officially resident, which, shall be in Spain.
- **Robbery:** appropriation of other people's property by employing force to enter the premises where the property is located by employing force or violence or intimidation to persons.
- **Claim:** any event whose consequences are totally or partially covered by the guarantees of this policy. The collection of damages arising out of one event constitutes one claim.
- **Sum Insured:** amount established in the Specific Conditions – or, where applicable, in the Special Conditions of the policy – which represents the maximum value of the indemnity for each of the guarantees.

- **Policyholder:** the natural or legal person who, in conjunction with the Insurer, subscribes the contract and is bound by the obligations arising therefore, save those which, owing to their nature, must be complied with by the Insured.
- **Third parties:** any natural or legal person other than:
 - a. The Policyholder, the Insured or the causer of the accident.
 - b. The close relatives as defined and when live with the Insured.
- **Medical condition(s)** means any disease, illness or injury, including psychological conditions.
- **Medical practitioner** means a registered practising member of the medical profession recognised by the law of the country in which they are practising, who is not related to you or any person who you are travelling with.
- **One-way trip** means a trip or journey made by you within the countries of the geographical areas, during the period of insurance, but with cover under this policy ceasing 12 hours after the time you first leave the immigration control of the country in which your final destination is situated.
- **Period of insurance** - Under these policies, Section I – Cancellation cover shall be operative from the time the Insured pays the premium except for year round policies where cover shall be operative from the start date stated on the schedule or the time of booking the trip (whichever is the later) and terminates on commencement of any trip or expiry of the policy (whichever is the earlier).

For all other sections of the policy, whichever cover is selected, the insurance starts when the Insured leaves their home or their place of business in their home area (whichever is the later) to start the trip and ends at the time of the Insured's return to their home or place of business in their home area (whichever is the earlier) on completion of the trip.

The period of insurance is automatically extended for the period of the delay in the event that your return to your home area is unavoidably delayed due to an event insured by this policy.

- **Year round** means the period for which the Company have accepted the premium as stated in the schedule. During this period any trip not exceeding the number of days shown below is covered:
 - Single Trip: up to 31 days
 - AnnualMultitrip: 31 consecutive days of standard
 - 45 days + 15% additional premium
 - 60 days + 50% additional premium
 - Winter sports cover may be included up to 17 days during the period of insurance for each insured person aged up to and including 70 years of age upon payment of the appropriate premium.

If the insured are travelling for longer than trip duration set out above and have not arranged a trip extension, the insured will not be covered for any part of that trip.

- **Trip travel** means the period of the trip and terminating upon its completion, but not in any case exceeding the period shown in the schedule.
 - For each insured person aged 75 years and under, the maximum trip duration is 100 days.
 - For each insured person aged 76 years and over, the maximum trip duration is 31 days. Under these policies, Section 1 - Cancellation cover shall be operative from the time the insured pays the premium.
- **Long stay** means the period of the trip and terminating upon its completion or the insured's return to his/her home area (whichever is earlier).

Note: In the event that the Insured returns temporarily to his/her home during the period of insurance, the cover under the policy will cease upon the insured's arrival home and not be re-instated until departure from the insured's home. Any claim occurring during the insured's stay within his/her home area will not be covered.

- **Personal money** means bank notes, currency notes and coins in current use, travellers' and other cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets, event and entertainment tickets, phone cards, money cards and credit/debit or pre-pay charge cards all held for private purposes.
- **Public transport** means any publicly licensed aircraft, sea vessel, train, coach or bus on which the insured is booked or has planned to travel.
- **Secure baggage** area means any of the following, as and where appropriate:
 - The locked glove compartment, boot or luggage compartment of a motor vehicle
 - The locked luggage compartment of a hatchback vehicle fitted with a lid closing off the luggage area, or of an estate car with a fitted and engaged tray or roller blind cover behind the rear seats
 - The fixed storage units of a locked motorised or towed caravan
 - A locked luggage box, locked to a roof rack which is itself locked to the vehicle roof.

- **Ski equipment** means skis and snowboards (including bindings), ski boots and ski poles.
- **Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- **Trip** means any holiday (including cruises), business or pleasure trip or journey made by the Insured within the geographical areas shown in the schedule which begins and ends in the insured's home area during the period of insurance. However, any trip that had already begun when the Insured purchased this insurance will not be covered. In addition, any trip solely within the Insured's home area under year round cover is only covered where the Insured has pre-booked at least two nights' accommodation in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee. Each trip under year round cover is considered to be a separate insurance, with the terms, definitions, exclusions and conditions contained in this policy applying to each trip.

If the Insured is travelling for longer than trip duration set out in the insured's policy and have not arranged a trip extension, the Insured will not be covered for any part of that trip.

- **Unattended** means when the Insured is not in full view of and not in a position to prevent unauthorised interference with the Insured's property or vehicle.
- **Valuables** means photographic, and video equipment, and associated equipment of any kind; computer hardware and software; games consoles (PlayStation, Gameboy, Nintendo, etc) accessories and games; personal organisers; televisions; portable video, audio and computer equipment (DVD, CD, mini-disc, MP3/4 players, iPods, iPads, computerised tablets, eBooks, Kindles etc) and all associated discs and accessories; spectacles; prescription sunglasses, telescopes; binoculars; jewellery; watches; furs; leather articles; precious stones and articles made of or containing gold, silver or other precious metals.
- **Vermin** means rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.

3. ARTICLE 3 - OBJECT AND SCOPE OF INSURANCE

By virtue of this contract, the Company guarantees to provide the Insured with immediate material help in the form of some service provision or, where appropriate, the financial benefit that is required as a result of some unforeseen event occurring during the course of a trip for which this policy was taken out.

The benefits guaranteed under the policy shall be provided, in every case, according to the terms and conditions set forth in the policy and in keeping with the specific guarantees that have actually been contracted.

The said Specific Conditions and, where appropriate, the Special Conditions shall reflect the guarantees actually contracted, together with the Limits or Sums Insured for each of them, as well as the territorial scope of application of the coverage.

The Specific and Special Conditions shall take precedence over the provisions of these General Conditions.

Save where the Specific, Special or Additional Conditions – or the Annexes or Supplements to these General Conditions – should state some other distance and/or duration, the guarantees shall only be effective while the Insured are on a trip away from their habitual place of residence. The guarantees shall cease once the journey covered by the policy has terminated. **The Maximum Period of Insurance is 12 months.**

GENERAL CONDITIONS FOR EACH COVER

4. ARTICLE 4 - COVERS

4.1 Cancellation, Curtailment and Trip Interruption Charges

The Company will pay the Insured up to the amount shown in the summary of cover for the Insured's proportion only of any irrecoverable unused travel and accommodation costs (including excursions up to £250/€320) and other pre-paid charges which you have paid or are contracted to pay, together with the Insured's proportion only of any reasonable additional travel expenses incurred if:

- cancellation of the trip is necessary and unavoidable or
- the trip is curtailed or interrupted before completion as a result of any of the following events occurring:

- a. The death, bodily injury, illness, disease or complications of pregnancy and childbirth of:
 - The Insured
 - any person with whom the Insured is travelling or have arranged to travel with
 - any person whom the Insured has arranged to stay with
 - an Insured's close relative
 - an Insured's close business associate.
- b. Compulsory quarantine, jury service attendance or being called as a witness (but not as an expert witness) at a Court of Law of the Insured or any person who the Insured is travelling with or have arranged to travel with.
- c. Redundancy (provided employment has been on a continuous full time basis with the same employer for at least 24 months and qualifies for payment under current redundancy payment legislation and, at the time of booking the trip or purchasing this policy, whichever is the later, there was no reason to believe anyone would be made redundant) of the Insured or any person who the Insured is travelling with, or have arranged to travel with.
- d. The Insured or any person who the Insured is travelling with, or has arranged to travel with, is a member of the Armed Forces, Territorial Army, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and has their authorised leave cancelled or are called up for operational reasons, provided that such cancellation or curtailment could not reasonably have been expected at the time when the Insured purchased this insurance or at the time of booking any trip.
- e. A government directive prohibiting all travel to, or recommending evacuation from, the country or area the Insured was planning to visit or was staying in, as a result of natural disasters (such as earthquakes, fires, tsunamis, landslides, floods, hurricanes or epidemic(s) / pandemic(s)).
- f. The Police or other authorities requesting the Insured to stay at, or return to, the Insured's home due to serious damage to the Insured's home caused by fire, aircraft, explosion, tsunami, avalanche, hurricane, storm, flood, subsidence, fallen trees, collision by road vehicles, malicious people or theft.

Special conditions relating to claims

- The Insured must get (at their own expense) a medical certificate from a medical practitioner and the prior approval of the Company to confirm the necessity to return home prior to curtailment of the trip, due to death, bodily injury, illness, disease or complications arising as a direct result of pregnancy.
- If the Insured fails to notify the travel agent, tour operator or provider of transport or accommodation as soon as the Insured finds out it is necessary to cancel the trip the amount the Company will pay will be limited to the cancellation charges that would have otherwise applied.
- If the Insured cancels the trip due to:
 - bodily injury, illness, disease, mental or nervous disorder or complications arising as a direct result of pregnancy, the Insured must provide (at their own expense) a medical certificate from a medical practitioner stating that this necessarily and reasonably prevented them from travelling.
- The Company need the medical certificate completed as soon as the Insured finds out it is necessary to cancel the trip, as any delay in seeing a medical practitioner could mean that the Insured symptoms are no longer present. If the Insured cannot get an immediate appointment, please make one for as early as possible and keep all details of this to help substantiate the Insured's claim.
- On the condition that the Insured contact the Company first, and that the Company make all the travel arrangements, the Company will pay necessary additional travelling costs incurred in returning the Insured home in the event the Insured has a valid curtailment claim and provided the Insured is unable to travel by their own means of transport or that were contracted for the trip. Travel by air will be limited to one economy/tourist class ticket for each insured person.
- The Company will only consider the unused expenses of a person who has taken out this insurance cover, if the Insured is travelling with someone who is not insured, the Company only pay the Insured's proportion of costs, not theirs.

What is not covered

- **The policy excess as shown in the summary of cover for each and every claim per incident claimed for under this section by each insured person.**
- **The cost of the Insured's unused original tickets where the Company has arranged and paid for the Insured to come home following curtailment of the trip. If however the Insured has not purchased a return ticket, the Company reserves the right to deduct the cost of an economy flight from any additional costs the Company has incurred which are medically necessary to repatriate the Insured to his/her home.**
- **Any costs relating to airport taxes, air passenger duty, airport charges, service charges, facility charges, user fees or security charges or airport departure duty (whether irrecoverable or not).**

- Any claims arising directly from:
- Redundancy caused by or resulting from misconduct leading to dismissal or from resignation or voluntary redundancy or where the Insured received a warning or notification of redundancy before the Insured purchased this insurance or at the time of booking any trip
- Circumstances known to the Insured before the Insured purchased this insurance or at the time of booking any trip which could reasonably have been expected to lead to cancellation or curtailment of the trip.
- Travel tickets paid for using any airline mileage or supermarket reward scheme, for example Air Miles or Avios points, unless evidence of specific monetary value can be provided.
- Accommodation costs paid for using any timeshare, holiday property bond or other holiday points scheme.
- The cost of going back to the original destination to finish the Insured's trip and the costs of more accommodation there.
- The provider (for example, an airline, hotel, ferry company and so on) not providing any part of the trip the Insured has booked, (this could be a service or transport) unless the event is covered by this policy. If this happens, the Insured should claim against the provider.
- Cancellation caused by pregnancy or childbirth unless the cancellation is certified by a medical practitioner as necessary due to complications of pregnancy and childbirth;
- Anything mentioned in the General exclusions.

The Insured should also refer to "Important Conditions relating to Health"

Please remember – The Company will work out claims for cutting short the Insured's holiday from the day the Insured return to his/her residence (or his/her final country if the Insured is on a one-way trip), or from the day the Insured has to go into hospital as an inpatient to the day the Insured are discharged. The Insured's claim will only be based on the number of full days the Insured has not used.

Claims evidence – The company will require (at the Insured's own expense) the following evidence where relevant:

- A medical certificate from the treating medical practitioner explaining why it was necessary for the Insured to cancel or curtail the trip.
- In the case of death causing cancellation or curtailment of the trip, the original death certificate.
- Booking confirmation together with a cancellation invoice from the Insured's travel agent, tour operator or provider of transport/accommodation.
- In the case of curtailment claims, written details from the Insured's travel agent, tour operator or provider of transport/accommodation showing the separate costs of transport, accommodation and other pre-paid costs or charges that made up the total cost of the trip.
- The Insured's unused travel tickets.
- Receipts or bills for any costs, charges or expenses claimed for.
- In the case of compulsory quarantine, a letter from the relevant authority or the treating medical practitioner.
- In the case of jury service or witness attendance, the court summons. The letter of redundancy for redundancy claims.
- A letter from the commanding officer concerned, confirming cancellation of authorised leave or call up for operational reasons.
- In the case of serious damage to the Insured's home, a report from the Police or relevant authority. Any other relevant information relating to the claim that the Company may ask the Insured for.

4.2 Emergency Medical & Other Expenses

This section provides insurance for emergency medical costs not covered under a reciprocal health agreement between the government of Spain and that of the Insured's country of loss including costs covered by the European Health Insurance Card (EHIC). This is not Private Medical Insurance.

What is covered

- The Company will pay the Insured up to the amount shown in the summary of cover for the following expenses which are necessarily incurred within 12 months of the incident as a result of the Insured's suffering unforeseen bodily injury, illness, disease and/or compulsory quarantine:
 - Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred outside of the Insured's residence.
 - Emergency dental treatment for the immediate relief of pain (to natural teeth only) up to the amount shown in the summary of cover the Insured incurred outside of the Insured's residence.
- If the Insured dies:

- In case of repatriation for health reasons in the event of illness or accident during the course of a trip.
- Within the Insured's residence, the reasonable additional cost of returning the Insured's ashes or body to the Insured's home up to a maximum shown in the table of Benefits.
- Reasonable additional transport (economy class) and/or accommodation expenses incurred, up to the standard of the Insured's original booking (for example full or half board, all inclusive, bed and breakfast, self-catering or room only), if it is medically necessary for the Insured to stay beyond his/her scheduled return date.
- With the prior authorisation of the Company, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate the Insured to his/her residence if it is medically necessary. These expenses will be for the identical class of travel utilised on the outward journey unless the Company agrees otherwise. When travelling in the Insured's residence, if he/she is hospitalised 50 miles or more from home, either through sudden illness or accident, the Company will arrange and pay for the Insured's transfer to a suitable hospital near the Insured's home when it becomes medically feasible.

Special conditions relating to claims

- The Insured must give notice as soon as possible to the Company of any bodily injury, illness or disease which necessitates the Insured's admittance to hospital as an in-patient or before any arrangements are made for the Insured's repatriation.
- If the Insured suffers bodily injury, illness or disease, the Company reserves the right to move the Insured from one hospital to another and arrange for the Insured's repatriation to his/her residence at any time during the trip. The Company will do this if, in their opinion (based on information provided by the medical practitioner in attendance), the Insured can be moved safely and / or travel safely to the Insured's residence or a suitable hospital nearby to continue treatment.

What is not covered

- **The policy excess as shown in the summary of cover for each and every claim per incident claimed for under this section by each insured person. In the event of any bodily injury occurring as a result of manual work involving voluntary labour, the policy excess under this section will be increased to £250/€320)**
- **The cost of the Insured's unused original tickets where the Company has arranged and paid for the Insured to return to their home, if the Insured cannot use the return ticket. If however the Insured has not purchased a return ticket, the Company reserve the right to deduct the cost of an economy flight from any additional costs the Company has incurred which are medically necessary to repatriate the Insured to his/her home.**
- **Any claims arising directly in respect of:**
 - **Costs of telephone calls**
 - **The cost of taxi fares, other than those for the Insured's travel to or from hospital relating to his/her admission, discharge or attendance for outpatient treatment or appointments or for collection of medication prescribed for the Insured by the hospital. However, any costs incurred by the Insured to visit another person or by another person visiting the Insured in hospital are not covered.**
 - **The cost of treatment or surgery, including exploratory tests, which are not directly related to the bodily injury or illness which necessitated the Insured's admittance into hospital.**
 - **Any expenses which are not usual, reasonable or customary to treat the Insured's bodily injury, illness or disease.**
 - **Any form of treatment or surgery which in the opinion of the Company (based on information provided by the medical practitioner in attendance), can be delayed reasonably until the Insured's return to the Insured's residence.**
 - **Expenses incurred in obtaining or replacing medication, which the Insured know he/she will need at the time of departure or which will have to be continued outside of the Insured's residence. Where possible and with the agreement of the Insured's medical practitioner, the Insured should always travel with plenty of extra medication in case of travel delays.**
 - **Additional costs arising from single or private room accommodation.**
 - **Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by the Company**
 - **Any expenses incurred after the Insured has returned to his/her residence.**
 - **Any expenses incurred in the Insured's residence which are for private treatment or are funded by a reciprocal health agreement (RHA) between these countries and/or islands.**
 - **Expenses incurred as a result of a tropical or other disease where the Insured has not had the Spanish Social Security recommended inoculations and/or taken the Spanish Social Security recommended medication**
 - **The Insured's decision not to be repatriated after the date when, in the opinion of the Company, it is safe to do so.**

- Any extra costs after the time when, in the Company's medical advisor's opinion, the Insured is fit to return to his/her residence (or his/her final country if the Insured is on a one-way trip).
- Any medical treatment that the Insured receives after he/she has refused the offer of returning to his/her residence, when, in the opinion of the Company advisors, the Insured is fit to travel.
- Costs of more than **£500/€640** which the Company has not agreed beforehand.
- Where the Insured does not comply with the treatment agreed by the treating doctor and the Company.
- Any costs which are covered under a reciprocal health agreement between the government of Spain and that of the Insured's country of loss including costs covered by the European Health Insurance Card (EHIC).
- Anything mentioned in the General exclusions.

The Insured should also refer to "Important Conditions relating to Health".

Claims evidence - We will require (at the Insured's own expense) the following evidence where relevant:

- Receipts or bills for all in-patient/out-patient treatment or emergency dental treatment received.
- In the event of death, the original death certificate and receipts or bills for funeral, cremation or repatriation expenses.
- Receipts or bills for taxi fares to or from hospital claimed for, stating details of the date, name and location of the hospital concerned.
- Receipts or bills for any other transport, accommodation or other costs, charges or expenses claimed for.
- Any other relevant information relating to the claim that the Company may ask the Insured for.

To make a claim under this section, please call **+35391560663** for medical assistance whilst overseas or **+34915816718** for other claims when you have returned home

4.3 Hospital Benefit

What is covered

The Company will pay the Insured the amount shown in the summary of cover for every complete 24 hours the Insured has to stay in hospital as an in-patient or are confined to the Insured's accommodation due to the Insured's compulsory quarantine or on the orders of a medical practitioner outside the Insured's residence as a result of bodily injury, illness or disease the Insured sustain.

The Company will pay the amount above in addition to any amount payable under Section II – Emergency Medical and Other Expenses. This payment is meant to help the Insured pay for additional expenses such as taxi fares and phone calls incurred by the Insured or the Insured's visitors during the Insured's stay in hospital.

Special conditions relating to claims

- The insured must give notice as soon as possible to the Company of any bodily injury, illness or disease which necessitates the Insured's admittance to hospital as an in-patient, compulsory quarantine or confinement to the Insured's accommodation on the orders of a medical practitioner.

What is not covered

Any claims arising directly from:

• **Any additional period of hospitalisation, compulsory quarantine or confinement to the Insured's accommodation:**

- relating to treatment or surgery, including exploratory tests, which are not directly related to the bodily injury, illness or disease which necessitated the Insured's admittance into hospital.
- relating to treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
- following the Insured's decision not to be repatriated after the date when, in the opinion of the Medical Assistance Helpline, it is safe to do so.

• **Hospitalisation, compulsory quarantine or confinement to the Insured's accommodation:**

- relating to any form of treatment or surgery which, in the opinion of the Company (based on information provided by the medical practitioner in attendance) can be delayed reasonably until the Insured's return to the Insured's residence.
- as a result of a tropical or other disease where the Insured have not had the Spanish Social Security recommended inoculations and/or taken the Spanish Social Security recommended medication.
- occurring in the Insured's residence and relating to either private treatment or tests, surgery or other treatment, the costs of which are funded by a reciprocal health agreement (RHA) between these countries and/or islands, or are funded by or recoverable from the Health Authority in Insured's residence.

• **Anything mentioned in the General exclusions.**

Claims evidence – The Company will require (at the Insured's own expense) the following evidence where relevant:

- Confirmation in writing from the hospital, relevant authority or the treating medical practitioner of the dates on which the Insured were admitted and subsequently discharged from hospital, compulsory quarantine or confinement to the Insured's accommodation.
- Any other relevant information relating to the claim that the Company may ask the Insured for.

To make a claim under this section, please call: **+35391560663**

4.4 Personal Accident

Accidental Death:

Accidental Death is payable in the event of the Insured's death where it is caused solely and directly by injuries suffered in an accident and results directly and independently of any other cause in death within 12 calendar months of the date of the accident.

If a benefit for permanent disablement (see below) is paid for the same accident, this is deducted from the benefit due for death. Indemnification of this benefit will be paid to the Insured's beneficiary as soon as the claim is found to be correct. Death will not be presumed solely because of the Insured's disappearance.

Permanent Disablement:

This guarantee pays a benefit to the Insured's beneficiary in case of his or her permanent disablement as a result of an accident. In case of the Insured's permanent disability as a direct and exclusive result of an accident, the benefit is determined as a percentage of the Sum Insured for permanent disablement. If the Insured dies before determination of the permanent disablement, and the death is not a result of the accident, then the right to the benefit remains. The benefit is determined based on the expected definite degree of disablement based on the medical reports, if the Insured has not died.

Determination of the indemnity percentage from the percentage (functional-) loss as determined by the physician, an indemnity percentage of the Sum Insured is determined for permanent disablement, as follows:

Maximum payable Total Permanent Disablement 100%

For permanent loss of or permanent loss of use of:

Visual power of both eyes 100%,

Visual power of one eye 30%,

But if MAPFRE ASISTENCIA paid a benefit for the loss of visual power of the other eye 70%,

Auditive power of both ears 60%,

Auditive power of one ear 25%,

Maximum payable but if MAPFRE ASISTENCIA paid a benefit for the loss of auditive power of the other ear 35%,

An arm 65%,

A forearm 60%,

A hand 55%,

A thumb 25%,

An index finger 15%

A middle finger 10%,

A ring finger 5%,

A little finger 5%,
 A leg 60%,
 A lower extremity below knee level 55%,
 A foot 40%,
 Big toe 5%,
 Other toe 2%,
 The spleen 5%,
 The taste and/or sense of smell 6%

What is covered

The Company will pay one of the benefits up to the amount shown in the summary of cover, if during the Insured’s trip the Insured sustain bodily injury which shall, solely and independently of any other cause, result within two years in the Insured’s death, loss of limb, loss of sight or permanent total disablement.

Please note - Claims from an insured person under 18 years of age or over 65 years of age will be limited to **£1,000/€1.280**

Special conditions relating to claims: • Our medical practitioner may examine the Insured as often as they consider necessary if the Insured make a claim.

Provisions

- Benefit is not payable to the Insured:
- Under more than one of the covers as outlined in the summary of cover
- For Permanent total disablement until one year after the date the Insured sustain bodily injury.
- For Permanent total disablement if the Insured is able or may be able to carry out any relevant occupation.

What is not covered

- **Anything mentioned in the General exclusions.**

Claims evidence – The Company will require (at the Insured’s own expense) the following evidence where relevant:

- **In the event of accidental death, the original death certificate.**
- **A medical certificate or report relating to claims for loss of limb, loss of sight or permanent total disablement.**
- **Any other relevant information relating to the claim that the Company may ask the Insured for.**

To make a claim under this section, please call: +35391560663 or +34915816718

Important Conditions relating to Health

These apply to **Cancellation or curtailment charges, Emergency medical and other expenses, Hospital benefit, and Personal accident covers.**

It is very important that the Insured read and understand the following:

- The Insured will not be covered for medical conditions if the Insured has not told the Company about them all when questioned or the Company have not agreed to cover them. The Insured will also not be covered for anything that arises from, or is in any way related to, or has been triggered or caused by, a medical condition, unless the Insured has told the Company about the condition/s and the Company has agreed to cover them.
- If the Company is unable to cover the medical condition, this will mean that the Insured and any other person insured by the Company will not be covered for any directly related claims arising from the medical condition.
- If the Insured’s health changes after the Insured purchased the Insured’s policy but before the Insured’s travel, the Insured must tell the Company about these changes if because of these he/she has:
 - changed his/her medication

- seen a doctor and has seen or been referred to a consultant or specialist
- been admitted to hospital for, or are waiting to receive treatment (including surgery, tests or investigations) or the results of tests and investigations

The Company will then tell the Insured if these medical condition(s) can be covered and if there is any additional premium to pay.

If the Company can not cover the Insured's medical condition(s), or the Insured does not want to pay the additional premium quoted, the Company will give the Insured the choice of either:

1. making a cancellation claim for any pre-booked trips; or
2. continuing the policy but without cover for the Insured's medical condition(s); or
3. cancelling the Insured's policy and receiving a proportionate/partial refund (provided that the Insured has not made a claim or are about to).

The company will not pay any directly related claims if at the time of taking out this insurance or when booking a trip under a year round policy the insured,:

- has any medical conditions for which in the past 2 years:
 - the insured has had or is waiting for any consultations, investigations or follow-ups;
 - the insured is having or has had treatment or prescription medication;
 - the insured is on a waiting list for, or knew needs surgery, inpatient treatment or tests at a hospital or clinic at the date he/she bought the policy or the date the Insured book the Insured's trip (if the Insured has arranged a year round policy) whichever is the later;
 - has had treatment for cancer in the last five years; or
 - has EVER been diagnosed with or treated for any of the following:
 - a heart attack, angina, chest pain(s), or any other heart condition
 - high blood pressure, blood clots, raised cholesterol, aneurysm or circulatory disease
 - any form of stroke, TIA (Transient Ischaemic Attack), or brain haemorrhage

UNLESS the Insured has told the Company about all the Insured's relevant medical conditions and the Company have accepted them in writing.

The Insured should contact us at +34915816718

- if the Insured need to declare a medical condition;
 - the Insured is unsure whether a medical condition needs to be declared or not.
- The company will not pay any directly related claims if at the time of taking out this insurance or when booking a trip under a year round policy the Insured:
 - Is receiving or waiting for tests, investigations or treatment for any condition or set of symptoms that
 - has been given a terminal prognosis by a doctor;
 - The Company will not pay any directly related claims if at any time the Insured:
 - travel against the advice of a medical practitioner or where the Insured would have been advised against travel if he/she had sought their advice before beginning his/her trip;
 - incur costs for medical treatment or consultation at any medical facility during the Insured's trip that the Insured knew would be required before travelling;
 - is travelling specifically for the purpose of obtaining and / or receiving any elective surgery, procedure or hospital treatment;
 - is not taking the recommended treatment or prescribed medication for a medical condition as directed by a medical practitioner;
 - travel against health requirements stipulated by the carrier, their handling agents or any other public transport provider.

Important limitations – Cancelling and cutting short your holiday –

This policy will not cover any claims under Cover (Cancellation, Curtailment or Trip Interruption) that result directly from any medical condition the Insured knew about before the policy started, and that affects:

- a close relative who is not travelling and is not insured under this policy;
- someone travelling with the Insured who is not insured under this policy; or
- a person the Insured plan to stay with on the Insured's trip; if during the 90 days prior to taking out this insurance or when booking a trip under a year round policy (whichever is later), they:

- needed surgery, inpatient treatment or hospital consultations;
- needed any treatment or prescribed medication; or
- were on a waiting list for, or knew they needed surgery, inpatient treatment or tests at any hospital or clinic when this policy started; or
- had been diagnosed with a terminal condition (that will cause their death) before this policy started.

The Insured should also refer to the General exclusions.

Accepted conditions - The following medical conditions are covered subject to the normal terms and conditions of this insurance and the Insured do not need to tell the Company about them, provided the insured person can meet ALL of the following criteria:

- has no other medical conditions which are not listed below; and b) is not awaiting surgery for the condition; and
- is not awaiting surgery for the condition; and
- has been fully discharged from any post-operative follow-up.
- Allergic rhinitis
- Blindness
- Breast – Cyst/Fibroadenoma
- Broken bones (other than head or spine - no longer in plaster)
- Cataracts
- Chicken pox (fully resolved) Coeliac disease
- Common cold(s)/Influenza
- Deafness
- Ear infections (resolved - must be all clear prior to travel if flying)
- Eczema (no hospital admissions or consultations)
- Enlarged prostate (benign prostatic enlargement)
- Gall bladder removal (no complications) Glaucoma
- Gout
- Haemorrhoids (piles)
- Hayfever
- Hernia (not hiatus)
- Hip replacement (no subsequent arthritis) HRT (Hormone Replacement Therapy) Hyperthyroidism (overactive thyroid) Hypothyroidism (underactive thyroid) Hysterectomy (provided no malignancy) Impetigo
- Indigestion
- IBS (Irritable Bowel Syndrome) Migraine (provided this is a definite diagnosis and there are no ongoing investigations)
- Sinusitis
- Tonsillitis
- URTI (Upper Respiratory Tract Infection - resolved, no further treatment)
- Varicose veins - legs only, never any ulcers or cellulitis
- Vertigo - provided no disabling episodes

In addition to any medical condition on the 'Accepted conditions' list, the Insured may also be automatically accepted for cover for ONE of the following medical conditions, provided the Insured do not have:

- more than ONE of the following medical conditions
- ANY other medical conditions.
- **Arthritis (juvenile, osteoarthritis, rheumatoid or psoriatic arthritis, reiter's syndrome, rheumatism):**
 - There must have been NO hospital admissions within the last 12 months.
 - Must NOT affect the back more than any other area of the body.
 - No more than 2 medications.
 - No mobility aids (other than walking stick or frame).
 - Must NOT be awaiting surgery.
 - Must have NO lung problems.
- **Asthma (wheezing):**
 - There must have been NO hospital admissions EVER.
 - Must have been diagnosed prior to age 50.
 - Must be controlled with no more than 2 medications (NO nebulizer, NO home oxygen).

- Must have been a non-smoker for at least 12 months.
- Must be able to walk 200 yards on the flat without becoming short of breath.
- **Diabetes mellitus (sugar diabetes):**
 - Type 2 (non-insulin-dependent diabetes mellitus) only.
 - Controlled by diet alone or by no more than 1 medication (no insulin)
 - There must have been NO hospital admissions or diabetic complications EVER
 - Must have been a non-smoker for at least 12 months.
- **Down's Syndrome:**
 - There must be NO associated conditions or complications (e.g. congenital heart disease, epilepsy, gastrointestinal abnormalities).
- **Hypercholesterolaemia (high/raised cholesterol):**
 - No more than 1 medication.
 - Must NOT be the inherited form.
 - Must have been a non-smoker for at least 12 months.
- **Hypertension (high blood pressure, White Coat Syndrome):**
 - No more than 2 medications.
 - There must have been no change in treatment within the last 6 months.
 - Must have been a non-smoker for at least 12 months.
- **Hypotension (low blood pressure):**
 - Must NOT be associated with any underlying condition.
- **Osteoporosis (osteopaenia, fragile bones):**
 - There must have been NO vertebral (backbone) fractures.

If the Insured has any other medical conditions or the Insured's medical conditions do not meet the above criteria, you should contact the Company at **+34915816718** to tell the Company about all the Insured's medical conditions and ensure that the cover will meet the Insured's needs.

4.5 Baggage

What is covered

a. The Company will pay the Insured up to the amount shown in the summary of cover for the accidental loss of, theft of or damage to baggage. The amount payable will be less a deduction for wear, tear and depreciation (loss of value), or the Company may at our option replace, reinstate or repair the lost or damaged baggage.

The maximum the Company will pay for the following items is:

- Up to the amount shown in the summary of cover for any one article, pair or set of articles (for example, a set of golf clubs)
 - Up to the amount shown in the summary of cover for the total for all valuables.
- b. The Company will also pay the Insured up to the amount shown in the summary of cover for the emergency replacement of clothing, medication and toiletries if the Insured's baggage is temporarily lost in transit during the outward journey and not returned to the Insured within 12 hours, as long as the Company receive written confirmation from the carrier, confirming the number of hours the baggage was delayed.

If the loss is permanent, the Company will deduct the amount paid from the final amount to be paid under this section.

Special conditions relating to claims

- The Insured must report to the local Police in the country where the incident occurred within 24 hours of discovery, or as soon as possible after that and get (at the Insured's own expense) a written report of the loss, theft or attempted theft of all baggage.
- If baggage is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or the Insured's accommodation provider the Insured must report to them, in writing, details of the loss, theft or damage and get written confirmation. If baggage is lost, stolen or damaged whilst in the care of an airline the Insured must:
 - get a Property Irregularity Report from the airline.
 - give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
 - keep all travel tickets and tags for submission if the Insured is going to make a claim under this policy.
- The Insured must provide proof of ownership for items lost, stolen or damaged as this will help you to substantiate your claim. Please see the Claims evidence for examples of what the Company will accept as proof.

What is not covered

- The policy excess as shown in the summary of cover for each and every claim per incident claimed for under this section by each insured person (except claims under subsection b) above of “What is covered”).
- Loss, theft of or damage to valuables left unattended at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or public transport operator) unless deposited in a hotel safe, safety deposit box or left in the Insured’s locked accommodation. The Insured must make any claims for delayed baggage to the airline within 21 days of getting it back.
- Loss, theft of or damage to baggage contained in an unattended vehicle unless:
 - it is locked out of sight in a secure baggage area and;
 - forcible and violent means have been used by an unauthorised person to effect entry into the vehicle and evidence of such entry is available.
- Loss or damage due to delay, confiscation or detention by customs or any other authority.
- Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, documents of any kind, bonds, securities, perishable goods (such as foodstuffs), bicycles, ski equipment, and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
- Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or an accident to the aircraft, sea vessel, train or vehicle in which they are being carried.
- Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
- Loss or damage caused by wear and tear, depreciation (loss in value), atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
- Mobile phones and mobile phone accessories, prepaid minutes the Insured has not used, mobile rental charges or prepayments (for example, a contract phone with free minutes and text messages).
- Anything mentioned in the General exclusions.

Claims that result from the Insured losing the Insured’s baggage or it being damaged or delayed while being held by an airline, should be made to the airline first. Any money the Insured get under this policy will be reduced by the amount of compensation the Insured receive from the airline for the same event.

Claims evidence – The Company will require (at the Insured’s own expense) the following evidence where relevant:

- A Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- A letter from the Insured’s tour operator’s representative, hotel or accommodation provider where appropriate.
- All travel tickets and tags for submission.
- Proof of ownership for items lost, stolen or damaged and for all items of clothing, medication and toiletries replaced if the Insured’s baggage is temporarily lost in transit for more than 12 hours.
- Proof of ownership consists of receipts for the items claimed or if receipts cannot be provided alternative forms of proof, such as bank statements, guarantees, instruction manuals, insurance valuation certificates or photographs will suffice.
- Repair report where applicable.
- Any other relevant information relating to the claim that the Company may ask the Insured for.

To make a claim under this section, please call: +35391560663

4.6 Personal Money, Passport & Documents

What is covered

• The Company will pay the Insured up to the amount shown in the summary of cover for the accidental loss of, theft of or damage to personal money and documents (including the unused portion of passports, visas and driving licences and the cost of the emergency replacement or temporary passport or visa). The Company will also cover foreign currency during the 72 hours immediately before the Insured’s departure on the outward journey.

The maximum the Company will pay for the following items is:

- Up to the amount shown in the summary of cover for bank notes, currency notes and coins
- **£50/€64** for bank notes currency notes and coins, if the Insured is under the age of 18.

- The Company will pay the Insured up to the amount shown in the summary of cover for reasonable additional travel and accommodation expenses incurred necessarily outside the Insured's residence to obtain a replacement of the Insured's passport or visa which has been lost or stolen outside the Insured's residence.

Special conditions relating to claims

- The Insured must report to the local Police in the country where the incident occurred within 24 hours of discovery, or as soon as possible after that and get a written report of the loss, theft or attempted theft of all personal money, passports or documents.
- If personal money or passports are lost, stolen or damaged while in the care of a hotel or the Insured's accommodation provider, the Insured must report (at the Insured's own expense) to them, in writing, details of the loss, theft or damage and get written confirmation. Keep all travel tickets and tags for submission if a claim is to be made under this policy.
- If documents are lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or the Insured's accommodation provider the Insured must report to them, in writing, details of the loss, theft or damage and obtain written confirmation. If documents are lost, stolen or damaged whilst in the care of an airline the Insured must:
 - get a Property Irregularity Report from the airline.
 - give formal written notice of the claim to the airline within the time limit set out in their conditions of carriage (please keep a copy).
 - keep all travel tickets and tags for submission to the Company if the Insured is going to make a claim under this policy.
 - The insured must provide proof of ownership for items lost, stolen or damaged as this will help the Insured to substantiate the Insured's claim. Please see the Claims evidence for examples of what the Company will accept as proof.

What is not covered

- The policy excess as shown in the summary of cover for each and every claim per incident claimed for under this section by each insured person.
- Loss, theft of or damage to personal money or the Insured's passport or visa left unattended at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or public transport operator) unless deposited in a hotel safe, safety deposit box or left in your locked accommodation.
- Loss, theft of or damage to travellers' cheques if the Insured has not complied with the issuer's conditions or where the issuer provides a replacement service.
- Loss or damage due to delay, confiscation or detention by customs or any other authority.
- Loss or damage due to depreciation (loss in value), variations in exchange rates or shortages due to error or omission.
- Travel, event or entertainment tickets paid for using any airline mileage or supermarket reward scheme (for example Air Miles or Avios points), unless evidence of specific monetary value can be provided.
- Anything mentioned in the General exclusions.

Claims evidence – The Company will require (at the Insured's own expense) the following evidence where relevant:

- A Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft of damage occurred in their custody.
- A letter from the Insured's tour operator's representative, hotel or accommodation provider where appropriate.
- All travel tickets and tags for submission.
- Proof of ownership should take the form of currency exchange receipts, cash withdrawal slips or bank statements.
- Receipts or bills for any transport and accommodation expenses claimed for. Receipt for all currency and travellers' cheques transactions.
- Any other relevant information relating to the claim that the Company may ask the Insured for.

To make a claim under this section, please call: +35391560663

4.7 Personal Liability

What is covered

The Company will pay up to the amount shown in the summary of cover (including legal costs and expenses) against any amount the Insured become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause in respect of accidental:

- Bodily injury, death, illness or disease to any person who is not in the Insured’s employment or who is not a close relative or not a person living in the Insured’s home
- Loss of or damage to property that does not belong to and is neither in the charge of or under the control of the Insured, a close relative, anyone in the Insured’s employment or anyone living in the Insured’s home other than any temporary holiday accommodation occupied (but not owned) by the Insured.

Special conditions relating to claims

- The Insured must give the Company written notice of any incident which may give rise to a claim as soon as possible.
- The Insured must send the Company every writ, summons, letter of claim or other document as soon as the Insured receive it.
- The Insured must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without our permission in writing.
- The Company will be entitled to take over and carry out in the Insured’s name the defence of any claims for compensation or damages or otherwise against any third party. The Company shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and the Insured shall give the Company all necessary information and assistance which the Company may require.
- If the Insured dies, the Insured’s legal representative(s) will have the protection of this cover as long as they comply with the terms and conditions outlined in this policy

What is not covered

- The policy excess as shown in the summary of cover for each and every claim arising from the same incident claimed for under this section relating to any temporary holiday accommodation occupied by the insured.
- Compensation or legal costs arising directly from:
 - Liability which has been assumed by the Insured under agreement (such as a hire agreement) unless the liability would have existed without the agreement.
 - Pursuit of any business, trade, profession or occupation or the supply of goods or services. Ownership, possession or use of mechanically propelled vehicles, aircraft or watercraft (other than surfboards or manually propelled rowing boats, punts or canoes).
 - The transmission of any communicable disease or virus.
 - Anything mentioned in the General exclusions.

Claims evidence – We will require (at the Insured’s own expense) the following evidence where relevant:

- Full details in writing of any incident.
- Any writ, summons, letter of claim or other document must be sent to the Company as soon as the Insured receive it.
- Any other relevant information relating to the claim that the Company may ask the Insured for

To make a claim under this section, please call: +35391560663

4.8 Delayed Departure

The Insured is entitled to claim once for delayed departure.

The benefit provided under “Delayed Departure” below is intended to provide compensation if the Insured is delayed at his/her point of departure and is only applicable if the Insured has travelled there and checked-in. If the Insured has not travelled to the Insured’s departure point the Insured will not be covered even if the Insured has checked-in online.

What is covered

If departure of the public transport on which the Insured is booked to travel is delayed at the final departure point from or to the Insured's residence for at least 12 hours from the scheduled time of departure due to:

- strike or
- industrial action or
- adverse weather conditions or
- mechanical breakdown of, or a technical fault occurring in, the public transport on which the Insured is booked to travel

The Company will pay the Insured:

a. Delayed departure - Up to the amount shown in the summary of cover (which is meant to help the Insured pay for telephone calls made and meals and refreshments purchased during the delay) provided the Insured eventually travel

Special conditions relating to claims

- The Insured must check in according to the itinerary given to the Insured unless the Insured's tour operator has requested the Insured not to travel to the airport.
- The Insured must get written confirmation (at the Insured's own expense) from the carriers (or their handling agents) of the number of hours of delay and the reason for the delay.
- The Insured must comply with the terms of contract of the travel agent, tour operator, carrier or transport provider.

What is not covered

• The policy excess as shown in the summary of cover for each and every claim per incident claimed for under this section by each insured person under subsection b) of "What is covered" above.

• Abandoning the Insured's holidays.

• Claims arising directly from:

- Strike or industrial action or air traffic control delay or adverse weather conditions existing or being publicly announced or forecast by the date the Insured purchased this insurance or at the time of booking any trip.
- An aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which the Insured is travelling.
- Volcanic eruptions and/or volcanic ash clouds.
- The cost of Air Passenger Duty (APD) whether irrecoverable or not.
- Any claim that results from the Insured missing a connecting flight.

• Anything mentioned in the General exclusions.

Claims evidence - The Company will require (at the Insured's own expense) the following evidence where relevant:

- Full details of the travel itinerary supplied to the Insured.
- A letter from the carriers (or their handling agents) confirming the number of hours delay, the reason for the delay and confirmation of the Insured's check in time.
- In the case of abandonment claims, the Insured's booking confirmation together with written details from the Insured's travel agent, tour operator or provider of transport/accommodation showing the separate costs of transport, accommodation and other pre-paid costs or charges that made up the total cost of the trip.
- The Insured's unused travel tickets.

4.9 Departure Assistance and Missed Spain Connection

What is covered

The Company will pay the Insured **up to the amount shown in the summary of cover** to meet the additional costs incurred should the Insured be delayed or miss the Insured's connection as follows:

On the Insured's outward journey from his/her country of residence- If, after leaving his/her home, the Insured is delayed during the his/her internal/connecting journey to the airport, port, coach or rail terminal, as a result of

disruption, cancellation, delay, curtailment, suspension, failure or alteration of public transport, or breakdown or accident immobilising the private vehicle in which the Insured is travelling, the Company will:

- provide assistance to enable the Insured to continue his/her journey.
- international departure point
- where necessary, reimburse the Insured for alternative transport or emergency local help, including the towing of the Insured's vehicle to the nearest garage.

On the Insured's return to his her home residence - If the Insured's main international air, sea, coach or rail carrier is delayed and the Insured miss the Insured's pre- booked and pre-paid Spain internal travel connection by scheduled public transport The Company will:

- assist the Insured to reach home from the point where the Insured transfer from the main international air, sea, coach or rail carrier.
- liaise with the onward transport provider to advise of the Insured's late arrival and will, if necessary, reimburse the Insured for alternative travel arrangements to enable the Insured to get home within a reasonable time.

Should the Insured arrive at his or her home of residence transfer point on time but the Insured is unable to continue home as planned due to the disruption, cancellation, delay, curtailment, suspension, failure or alteration of the Insured's planned internal travel connection by scheduled public transport; The Company will:

- reimburse the Insured for necessary alternative transport, local emergency assistance, recovery of the private vehicle and the passengers to home or overnight accommodation if no alternative transport is available until the following day or whilst awaiting repairs to the private vehicle.

Special conditions relating to claims

- If the Insured suffer delays, the Insured must obtain written confirmation (at the Insured's own expense) from the carrier (or their handling agents) stating the period and reason for delay.
- If the private vehicle in which the Insured is travelling or intending to travel is immobilised by breakdown or accident, then the Insured will be responsible for authorising repairs and for meeting any costs other than for 1 hour's roadside assistance and towing charges to the nearest garage.
- The Insured must take every reasonable step to commence and complete the journey to his her home of residence international departure point on time.

Claims evidence - The Company will require (at the Insured's own expense) the following evidence where relevant:

- A letter from the public transport provider detailing the reasons for failure.
- A letter from the Police or emergency breakdown services confirming the location, reason for and duration of the delay on a public road if appropriate.
- A letter from the relevant public transport provider, carrier or authority confirming details of the strike, industrial action or adverse weather conditions.
- The Insured's unused travel tickets.
- Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.
- Any other relevant information relating to the claim that The Company may ask the Insured for.

What is not covered

- **Claims arising from strike or industrial action or air traffic control delay or adverse weather conditions existing or being publicly announced or forecast by the date the Insured purchased this insurance or at the time of booking any trip.**
- **Claims due to the Insured allowing insufficient time to complete the Insured's journey to the departure point.**
- **Withdrawal from service (temporary or otherwise) of the aircraft, sea vessel, coach or train on which the Insured is booked to travel, by order or recommendation of the regulatory authority in any country. The Insured should direct any claim to the transport operator involved.**
- **Additional costs where the scheduled public transport operator has offered reasonable alternative travel arrangements.**
- **Breakdown of any vehicle owned by the Insured which has not been serviced properly and maintained in accordance with manufacturer's instructions.**
- **Immobilisation or loss of any vehicle the Insured hastaken abroad on the Insured's trip.**
- **Anything mentioned in the General exclusions.**

Claims evidence - The Company will require (at the Insured's own expense) the following evidence where relevant:

- A letter from the carriers (or their handling agents) confirming the period of delay and the reason for the delay.
- Any other relevant information relating to the Insured's claim under this section that the Company may ask the Insured for.

To make a claim under this section, please call: +35391560663

4.10 Legal Expenses and Assistance

What is covered

The Company **will pay up to the amount shown in the summary of cover** for legal costs to pursue a civil action for compensation against someone else who causes the Insured bodily injury, illness or death.

Where there are two or more insured persons insured by this policy, then the maximum amount The Company will pay for all such claims shall not exceed **£100,000/ €128.000** Supreme cover, **£50,000/€64.000** Premier cover and **£20,000/€25.600** Economy cover.

Special conditions relating to claims

- The Company shall have complete control over the legal case through agents the Company nominate, by appointing agents of our choice on the Insured's behalf with the expertise to pursue the Insured's claim.
- The Insured must follow our agent's advice and provide any information and assistance required within a reasonable timescale.
- The Insured must advise the Company of any offers of settlement made by the negligent third party and the Insured must not accept any such offer without our permission.
- The Company will decide the point at which the Insured's legal case cannot usefully be pursued further. After that, no further claims can be made against the Company.
- The Company may include a claim for our legal costs and other related expenses.
- The Company may, at our own expense, take proceedings in the Insured's name to recover compensation from any third party for any legal costs incurred under this policy. The Insured must give the Company any assistance The Company require from the Insured and any amount recovered shall belong to the Company.

What is not covered

The Company shall not be liable for:

- Any claim where, in our opinion, there is insufficient prospect of success in obtaining reasonable compensation.
- Legal costs and expenses incurred in pursuit of any claim against a travel agent, tour operator, carrier, The Company, the The Company or their agents, someone the Insured were travelling with, a person related to the Insured, or another insured person.
- Legal costs and expenses incurred prior to our written acceptance of the case.
- Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
- Any claim where legal costs and expenses are based directly on the amount of compensation awarded (for example a Contingency Fee Agreement).
- Legal costs and expenses incurred in any claim which is capable of being pursued under a Conditional Fee Agreement.
- Legal costs and expenses incurred if an action is brought in more than one country.
- Any claim where, in our opinion, the estimated amount of compensation payment is less than £1,000 for each insured person.
- Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.
- The costs of any Appeal.
- Claims by the Insured other than in the Insured's private capacity.
- Anything mentioned in the General exclusions.

Claims evidence - The Company will require (at the Insured's own expense) the following evidence where relevant:

- Relevant documentation and evidence to support the Insured's claim, including photographic evidence.
- Any other relevant information relating to the claim that The Company may ask the Insured for.

To make a claim under this section, please call: +35391560663

4.11 Scheduled Airline Failure

The following definitions apply specifically to this section:

Irrecoverable loss - Deposits and charges paid by the Insured for the Insured's trip which are not recoverable from any other source including but not limited to insurance policies or financial bonds and guarantees provided by the scheduled airline or another insurance company or a government agency or a travel agent or credit card company.

Trip - The outward journey and return journey on a scheduled airline booked and paid for by the Insured.

Scheduled airline - An airline upon whom the Insured's trip depends operating a regular systematic service to a published timetable whose flights are available to paying members of the general public on a seat only basis and which is not part of a package holiday arranged by a tour operator.

Insolvency or financial failure - An event causing the cancellation of all or part of the Insured's trip happening after the Insured purchased this insurance which results in the scheduled airline no longer carrying on its business or service as a result of financial failure within the meaning of the **Insolvency Act 1986** or any statutory modification or re-enactment thereof or a similar legal action in consequence of debt under the jurisdiction of a competent court in another country.

What is covered

The Company will pay up to the amount shown in the summary of cover for the irrecoverable loss of:

- unused flight ticket charges paid for a scheduled airline flight associated with the Insured's trip that are not refundable and which were incurred before the Insured's departure date if the Insured has to cancel the Insured's trip or if the Insured has already completed the outward journey;
- the extra cost of a one way airfare of a standard no greater than the class of journey on the outward journey to allow the Insured to complete the return journey of the Insured's trip as a result of the insolvency or financial failure of the airline on which the Insured is booked to travel causing the flight (or flights) on which the Insured's trip depends that were subject to advanced booking being discontinued and the Insured not being offered from any other source any reasonable alternative flight or refund of charges the Insured has already paid.

What is not covered

- The policy excess as shown in the summary of cover for each and every claim per incident claimed for under this section by each insured person.
- Any expense following the Insured's disinclination to travel or to continue with the Insured's trip or loss of enjoyment on the Insured's trip.
- Any expense arising from circumstances which could reasonably have been anticipated at the time the Insured booked the Insured's trip.
- Any form of travel delay or other temporary disruption to the Insured's trip.
- Any loss sustained by the Insured when the Insurance Policy or other evidence or coverage was effected after the date of the first threat of insolvency or financial failure (as defined herein) of the scheduled airline or other relevant company was announced.
- Any loss sustained in respect of Charter flight tickets associated with a package holiday and/or other flight tickets not on a scheduled airline as defined.
- Anything mentioned in the General exclusions.

Claims evidence - The Company will require (at the Insured's own expense) the following evidence where relevant:

- Full details of the travel itinerary supplied to the Insured.
- The Insured's unused travel tickets.
- Receipts or bills for any transport costs claimed for.
- Any other relevant information relating to the claim that the Company may ask the Insured for.

To make a claim under this section, please call: +35391560663

4.12 Connecting Flights

What is covered

The Company will pay the Insured up to the amount shown in the summary of cover for the Insured's reasonable additional travel and accommodation costs (room only) that the Insured has to pay:

- to reach the Insured's overseas destination;
 - where the Insured is on a multi-centre holiday to reach the Insured's next destination as shown on the Insured's travel itinerary; or
 - on the Insured's return journey to the Insured's residence;
- that the Insured cannot claim back from any other source if the Insured fail to arrive at the departure point in time to board any onward connecting public transport (whether overseas or in Spain) on which the Insured is booked to travel as a result of:

- The failure of other public transport; or
- Strike, industrial action or adverse weather conditions; or
- The Insured being involuntarily denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 12 hours.

Special Condition relating to claims

The Insured must allow sufficient time for the public transport or other transport to arrive on schedule and to deliver the Insured to the departure point.

What is not covered

- Any costs incurred by the Insured which are recoverable from the transport operator or for which the Insured receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.
- Any accommodation costs, charges and expenses where the transport operator has offered reasonable alternative travel arrangements.
- Any costs which the Insured would have expected to pay during the Insured's trip.
- Any claims arising directly or indirectly from circumstances known to the Insured prior to the date this insurance is purchased by the Insured or the time of booking any trip (whichever is the later) which could reasonably have been expected to give rise to cancellation or cutting short the trip.
- Claims arising directly or indirectly from strike or industrial action existing or declared publicly by the date this insurance is purchased by the Insured or at the time of booking any trip (whichever is the later).
- Scheduled flights not booked in the Insured's residence.
- Costs which the Insured can recover from elsewhere, eg, payments recoverable from the Insured's credit or debit card issuer.
- Any claim arising directly or indirectly from denied boarding due to the Insured's drug use, alcohol or solvent abuse or the Insured's inability to provide a valid passport or other documentation required by the transport provider or their handling agent.
- Claims arising directly or indirectly from an aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation or the Civil Aviation Authority, Port Authority or any similar body in any country.
- Anything mentioned in the General exclusions.

4.13 Winter Sports

Cover for these Sections only operates:

- If the appropriate winter sports section is shown as operative in the schedule and the appropriate additional premium has been paid.
- Under year round policies for a period no more than 17 days in total in each period of insurance, if the appropriate winter sports section is shown as operative in the schedule and the appropriate additional premium has been paid.

To make a claim under this section, please call: +35391560663

4.14 Ski Equipment

What is covered

The Company will pay the Insured up to the amount shown in the summary of cover for the accidental loss of, theft of or damage to the Insured's own ski equipment, or for hired ski equipment. The amount payable will be less a deduction for wear tear and depreciation (loss of value - calculated from the table below), or the Company may at our option replace, reinstate or repair the lost or damaged ski equipment.

Age of ski equipment	Amount payable
Less than 1 year old	90% of value
Over 1 year old	70% of value
Over 2 years old	50% of value
Over 3 years old	30% of value
Over 4 years old	20% of value
Over 5 years old	No payment

The maximum The Company will pay for any one article, pair or set of articles is **£250/€ 320**.

Special conditions relating to claims

- The Insured must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and get a written report (at the Insured's own expense) of the loss, theft or attempted theft of all ski equipment.
- If ski equipment is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or the Insured's accommodation provider, the Insured must report to them, in writing, details of the loss, theft or damage and get (at the Insured's own expense) written confirmation. If ski equipment is lost, stolen or damaged whilst in the care of an airline the Insured must:

- get a Property Irregularity Report from the airline
- give formal written notice of the claim to the airline within the time limit set out in their conditions of carriage (please keep a copy)
- keep all travel tickets and tags for submission if the Insured is going to make a claim under this policy.
- The Insured must provide proof of ownership for items lost, stolen or damaged as this will help the Insured to substantiate the Insured's claim. Please see the Claims conditions for examples of what The Company will accept as proof.

What is not covered

- The policy excess as shown in the summary of cover for each and every claim per incident claimed for under this section by each insured person.
- Loss, theft of or damage to ski equipment contained in or stolen from an unattended vehicle unless:
 - it is locked out of sight in a secure baggage area
 - forcible and violent means have been used by an unauthorised person to effect entry into the vehicle and evidence of such entry is available.
- Loss or damage due to delay, confiscation or detention by customs or any other authority.
- Loss or damage caused by wear and tear, depreciation (loss in value), deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning, repairing or restoring, mechanical or electrical breakdown.
- Winter sports equipment the Insured left unattended in a public place, unless the claim is about skis, poles or snowboards, and the Insured hastaken all reasonable care to protect them by leaving them in a ski rack between 10am and 8pm
- Anything mentioned in the General exclusions.

Claims evidence - The Company will require (at the Insured's own expense) the following evidence where relevant:

- A Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- A letter from the Insured's tour operator's representative, hotel or accommodation provider where appropriate.
- All travel tickets and tags for submission.
- Proof of ownership for items lost, stolen or damaged. Repair report where applicable.
- Any other relevant information relating to the claim that The Company may ask the Insured for.

To make a claim under this section, please call: +35391560663

4.15 Ski Equipment Hire

What is covered

The Company will pay the Insured up to the amount shown in the summary of cover for the reasonable cost of hiring replacement ski equipment as a result of the accidental loss of, theft of or damage to or temporary loss in transit for more than 24 hours of the Insured's own ski equipment.

Special conditions relating to claims

- The Insured must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and get a written report of the loss, theft or attempted theft of the Insured's own ski equipment.

- If ski equipment is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or the Insured's accommodation provider, the Insured must report to them, in writing, details of the loss, theft or damage and get (at the Insured's own expense) written confirmation. If ski equipment is lost, stolen or damaged whilst in the care of an airline, the Insured must:

- get a Property Irregularity Report from the airline.
- give formal written notice of the claim to the airline within the time limit set out in their conditions of carriage (please keep a copy).
- keep all travel tickets and tags for submission if the Insured is going to make a claim under this policy.
- The Insured must provide proof of ownership for items lost, stolen or damaged as this will help the Insured to substantiate the Insured's claim. Please see the Claims conditions for examples of what the Company will accept as proof.

What is not covered

- **Loss, theft of or damage to ski equipment contained in or stolen from an unattended vehicle unless:**

- it is locked out of sight in a secure baggage area
- forcible and violent means have been used by an unauthorised person to effect entry into the vehicle and evidence of such entry is available.

- **Loss or damage due to delay, confiscation or detention by customs or any other authority.**

- **Loss or damage caused by wear and tear, depreciation (loss of value), deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning, repairing or restoring, mechanical or electrical breakdown.**

- **Anything mentioned in the General exclusions.**

Claims evidence - The Company will require (at the Insured's own expense) the following evidence where relevant:

- A Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- A letter from the Insured's tour operator's representative, hotel or accommodation provider where appropriate.
- All travel tickets and tags for submission.

- Proof of ownership for items lost, stolen or damaged together with receipts or bills detailing the costs incurred of hiring replacement ski equipment.
- Any other relevant information relating to the claim that The Company may ask the Insured for.

4.16 Ski Pack

What is covered

The Company will pay the Insured:

- Up to the amount shown in the summary of cover for the unused portion of the Insured's ski pack (ski school fees, lift passes and hired ski equipment) following the Insured's bodily injury, illness or disease.
- Up to the amount shown in the summary of cover for the unused portion of the Insured's lift pass if the Insured lose it.

Special conditions relating to claims

- The Insured must provide (at the Insured's own expense) written confirmation to The Company from a medical practitioner that such bodily injury, illness or disease prevented the Insured from using the Insured's ski pack.

What is not covered

- Anything mentioned in the General exclusions.

Claims evidence - The Company will require (at the Insured's own expense) the following evidence where relevant:

- A medical certificate from the treating medical practitioner explaining why the Insured were unable to use the Insured's ski pack.
- Any other relevant information relating to the claim that The Company may ask the Insured for.

To make a claim under this section, please call: +35391560663

4.17 Piste Closure

What is covered

The Company will pay the Insured up to the amount shown in the summary of cover for transport costs incurred by the Insured to travel to and from an alternative site if either lack of or excess of snow, or an avalanche, results in the skiing facilities (excluding cross-country skiing) in the Insured's resort being closed and it is not possible to ski. The cover only applies:

- To the resort which the Insured has pre-booked for a period more than 12 hours and for so long as these conditions continue at the resort, but not more than the pre-booked period of the Insured's trip and
- To trips taken outside the Insured's residence during the published ski season for the Insured's resort.

If no alternative sites are available, The Company will instead pay the Insured compensation of up to the amount shown in the summary of cover.

Special conditions relating to claims

- The Insured must get (at the Insured's own expense) written confirmation from the relevant authority, ski lift operator or the Insured's tour operator's representative of the number of days that skiing facilities were closed in the Insured's resort and the reason for the closure.

What is not covered

- Any circumstances where transport costs, compensation or alternative skiing facilities are provided to the Insured.
- Anything mentioned in the General exclusions.

Claims evidence - The Company will require (at the Insured's own expense) the following evidence where relevant:

- A letter from the relevant authority, ski lift operator or the Insured's tour operator's representative of the number of days that skiing facilities were closed in the Insured's resort and the reason for the closure.
- Receipts or bills for any transport costs claimed for.
- Any other relevant information relating to the claim that The Company may ask the Insured for.

To make a claim under this section, please call: +35391560663

4.18 Sports and Activities Covered

Participation in the following activities is covered at no additional premium and without the need for prior declaration, when participating on a recreational and non-professional basis during any trip. Any involvement in these sports and/or activities is subject to the Insured's compliance with local laws and regulations and the use of recommended safety equipment (such as helmet, harness, knee and/or elbow pads).

If the Insured is participating in any other sports or activities not mentioned, please contact the Insured's issuing agent as they may be able to offer cover for an additional premium. Details of those sports and activities for which the Insured has purchased cover will be added to the Insured's policy schedule.

Cover for manual work will be provided where such work is solely in a voluntary capacity for a registered charity and where there is no financial gain. In such circumstances, there will be no cover for hands on involvement with the installation, assembly, maintenance, repair or use of heavy electrical, mechanical or hydraulic plant or machinery, or for working more than 3 metres above the ground or working with animals, and there is no cover under

Personal Accident and Personal Liability covers.

Covered as standard without charge

No cover under **Personal Liability** for those sports or activities marked with *, all other terms and conditions of the policy will apply.

- abseiling (within organiser's guidelines) administrative or clerical occupations aerobics
- amateur athletics (track and field)
- archaeological digging archery
- assault course badminton banana boating
- bar/restaurant work *
- baseball basketball beach games
- billiards/snooker/pool
- body boarding (boogie boarding)
- bowls
- bungee jumping/swoop (within organisers guidelines)
- camel riding *
- canoeing (up to grade 2 rivers)
- clay pigeon shooting *
- climbing (on climbing wall only)
- cricket croquet
- cross country running (non-competitive)
- curling
- cycling (no racing)
- deep sea fishing
- driving any motorised vehicle (other than a Quad bike) for which the Insured is licensed to drive in the Insured's home area (other than in motor rallies or competitions) *
- elephant riding/trekking *
- falconry
- fell walking/running fencing
- fishing fives
- flying as a fare paying passenger in a fully licensed passenger carrying aircraft
- football (amateur only and not main purpose of trip)

- fruit or vegetable picking
- (non-mechanical)
- glass bottom boats *
- gliding (under instruction) *
- go karting (within organisers guidelines) *
- golf handball
- horse riding with a helmet (excluding competitions, racing, jumping and hunting)*
- hot air ballooning (organised pleasure rides only)
- hovercraft driving/passenger *
- hurling (amateur only and not main purpose of trip)
- ice skating (1 day maximum)
- indoor climbing (on climbing wall)
- jet boating (no racing) * jet skiing (no racing) * jogging
- karting (no racing)
- kayaking (up to grade 2 rivers)
- korfbal
- marathon running (non-professional) motor cycling (full UK licence held) * mountain biking (no racing)
- netball
- octopush
- orienteering
- paint balling/war games (wearing eye protection) *
- parachuting (tandem only) parasailing (over water) pony trekking
- power boating (no racing and non- competitive) *
- racket ball
- rambling
- refereeing (amateur only)
- ringos
- roller skating/blading/in line skating
(wearing pads and helmets)
- rounders
- rowing (no racing)
- running (non-competitive and not marathon)
- safari trekking (must be organised tour)
- sailing/yachting (if qualified or accompanied by a qualified person and no racing) *
- sand boarding / surfing /skiing
- scuba diving up to depth of 30 metres (if PADI or equivalent qualified or accompanied by qualified instructor and not diving alone)
- small bore target shooting / rifle range shooting (within organisers guidelines) *
- skateboarding
- sledging (not on snow)
- snorkelling
- softball
- spear fishing (without tanks)
- speed sailing (no racing) *
- squash
- students working as counsellors or university exchanges for practical course work (not manual work)
- surfing
- swimming
- swimming with dolphins / elephants
- Sydney harbour bridge (walking across clipped onto safety line)
- table tennis
- tall ship crewing (no racing) *
- ten pin bowling
- tennis
- trampolining
- tree canopy walking
- trekking/hiking/endurance activities up to 3,000 metres above sea level
- tug of war
- volleyball
- wake boarding

- water polo
- water skiing/water ski jumping
- whale watching
- white water rafting (up to grade 2 rivers)
- wind surfing/sailboarding *
- wind tunnel flying
- zip lining/trekking (safety harness must be worn)
- zorbing/hydro zorbing/sphering

Lapland - If travelling to Lapland for no more than 2 nights, participation in the following activities are covered without the additional winter sports premium being required: husky dog sledding (organised, non-competitive with local driver) and sledging/sleigh riding as a passenger (pulled by horse or reindeer)*.

Winter sports - Payment of the optional winter sports additional premium is required to extend all sections of the Insured's policy to include winter sports activities as detailed in the winter sports cover section.

Covered winter sports.

- air boarding
- big foot skiing
- blade skating
- cross country/nordic skiing
- dry slope skiing
- glacier skiing/walking
- husky dog sledding (organised, non-competitive with local driver)
- ice go karting (within organisers guidelines)*
- ice skating (for more than 1 day)
- ice windsurfing*
- kick sledging
- ski – blading
- ski boarding
- skiing on piste‡
- skiing - alpine
- skiing – mono
- skiing - off piste but within the resort boundaries‡
- sledging/tobogganing
- sledging/sleigh riding as a passenger (pulled by horse or reindeer)*
- snow blading
- snowboarding on piste‡
- snowboarding - off piste but within the resort boundaries‡
- snow mobiling (skidoo)*
- snow shoe walking
- snow tubing
- tobogganing
- training/racing (ski school)
- winter walking (using crampons and ice picks only)

No cover under **Personal Liability** for those sports or activities marked with *

The Insured is not covered when engaging in organised competitions (other than as part of ski school instruction) or when skiing/snowboarding against local authoritative warning or advice.

‡ A piste is a recognised and marked ski run within the resort boundaries.

CLAUSE ON INDEMNITY BY THE INSURANCE COMPENSATION CONSORTIUM FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS

ARTICLE 5 - INSURANCE COMPENSATION CONSORTIUM

In accordance with the provisions of the revised text of the Legal Statute of the Insurance Compensation Consortium, approved by Legislative Royal Decree 7/2004, of 29th October, and modified by Spanish Law 12/2006, of 16th May, the Policyholder under an insurance contract which includes an obligatory surcharge in favour of the said public corporation is entitled to arrange the coverage of extraordinary risks with any insurance company that fulfils the conditions required by current legislation.

Indemnities stemming from losses produced by extraordinary events occurring in Spain that affect risks located therein and also those occurring abroad, when the Insured's habitual residence is in Spain, shall be paid by the Insurance Compensation Consortium, where the Policyholder, in turn, has duly satisfied the corresponding surcharges in its favour, and any of the following situations should occur:

- a) That the extraordinary risk covered by the Insurance Compensation Consortium is not covered by the insurance policy taken out with their insurance company.
- b) That, although covered by the said insurance policy, the insurance company's obligations cannot be duly fulfilled, as a result of its having been legally declared bankrupt or subject to a compulsory winding-up procedure, or where this should have been undertaken by the Insurance Compensation Consortium.

The actions of the Insurance Compensation Consortium shall be in accordance with the provisions of the aforementioned Legal Statute of Spanish Law 50/1980, of 8th October, on Insurance Contracts and the Regulations on Extraordinary Risk Insurance, approved by Royal Decree 300/2004, of 20th February, and complementary provisions.

ARTICLE 5.1 - RISKS COVERED

Extraordinary events covered:

- a) The following natural phenomena: earthquakes and seaquakes, extraordinary floods (including battering sea waves), volcanic eruptions, atypical cyclonic storms (including extraordinary winds with gusts of over 135kph and tornados) and falling meteorites.
- b) Those occurring violently as a result of terrorism, rebellion, sedition, insurrection and public disturbances.
- c) Deeds or actions of the Armed Forces or the Security Forces during peacetime.

ARTICLE 5.2- RISKS EXCLUDED

- a) Those that do not give rise to indemnity under the Insurance Contract Act.
- b) Those affecting persons insured under a insurance contract other than those where there is an obligatory surcharge in favour of the Insurance Compensation Consortium.
- c) Those produced by armed conflicts, even where they are not preceded by an official declaration of war.
- d) Those stemming from nuclear energy, without prejudice to the provisions of Spanish Law 25/1964, of 29th April, on Nuclear Energy.
- e) Those produced by natural phenomena other than those outlined in Article 1 of the Regulations on the Insurance of Extraordinary Risks and, in particular, those produced by elevation of the water table, movement of hillsides, landslides or settlement, falling rocks and similar phenomena, save where these were manifestly caused by the action of rainwater that, in turn, led to the area suffering a situation of extraordinary flooding and were produced simultaneously to the said flooding.
- f) Those caused by tumultuous actions produced in the course of meetings and demonstrations, carried out in keeping with the provisions of Spanish Organic Law 9/1983, of 15th July, as well as during legal strike action, save where the aforesaid actions could be classified as extraordinary events, in line with Article 1 of the Regulations on the Insurance of Extraordinary Risks.
- g) Those caused by bad faith on the part of the Insured.
- h) Those corresponding to losses occurring prior to payment of the initial premium or when, in accordance with the provisions of the Insurance Contract Act, the coverage of the Insurance Compensation Consortium has been suspended or the policy has been cancelled, due to non-payment of premiums.
- i) Those that, given their magnitude and seriousness, are classified by the Government of the Nation as a "national catastrophe or calamity".

ARTICLE 5.3- SCOPE OF COVER

The extraordinary risk cover shall extend to the same persons and sums insured as those set forth in the insurance policies for the purpose of ordinary risk cover.

The Insurance Compensation Consortium shall indemnify, by way of compensation, personal damages stemming from extraordinary events occurring in Spain that affect risks situated there. However, the Consortium shall also indemnify for personal damages arising from extraordinary events occurring abroad, when the Policyholder's habitual residence is in Spain.

ARTICLE 5.4- PROCEDURE TO FOLLOW IN THE EVENT OF A LOSS INDEMNIFIABLE BY THE INSURANCE COMPENSATION CONSORTIUM

In case of loss, the Insured, Policyholder, Beneficiary or their respective legal representatives must report the occurrence of the loss – either directly or through the insurance company or insurance broker – within a maximum of seven days of learning of the same, to the Consortium's regional office corresponding to the place where the loss occurred. This report shall be lodged on the model form prepared to this end – available on the Consortium's website www.conorseguros.es, at its offices or those of the insurance company – and accompanied by the documentation required, according to the nature of the injuries.

In order to clarify any doubts that may arise with regard to the procedure to be followed, the Insurance Compensation Consortium provides the following telephone number to attend to the Insured: **902 222 665**.

GENERAL EXCLUSIONS

ARTICLE 6- GENERAL EXCLUSIONS FOR ALL COVERAGES

On a general basis for all the guarantees and benefits under the present Terms & Conditions, the consequences of the following are excluded from any guarantee object of this contract:

- 1) Those caused directly or indirectly by the bad faith of the Insured, by his/her participation in criminal acts, or as a result of his/her fraudulent, seriously negligent or reckless actions. The consequences of the actions of the Insured in a state of derangement or under psychiatric treatment are not covered either.
- 2) Extraordinary natural phenomena such as floods, earthquakes, landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon.
- 3) Events arising from terrorism, mutiny or crowd disturbances.
- 4) Events or actions of the Armed Forces or Security Forces in peacetime.
- 5) Wars, with or without prior declaration, and any conflicts or international interventions using force or duress.
- 6) Those derived from radioactive nuclear energy.
- 7) Those caused when the Insured takes part in bets, challenges or brawls, save in the case of legitimate defence or necessity.
- 8) The use, as a passenger or crew, of means of air navigation not authorised for the public transport of travellers, as well as helicopters.
- 9) The accidents deemed legally to be work or labour accidents, consequence of a risk inherent to the work performed by the Insured.
- 10) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
- 11) Sonic bangs - Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 12) Costs of phone calls or faxes, meals, taxi fares (except for taxi costs paid for the initial journey to a hospital abroad due to an insured person's illness or injury), interpreters' fees, inconvenience, distress, loss of earnings, loss of enjoyment of the holiday, time share maintenance fees, holiday property bonds or points

and any extra travel or accommodation costs unless we authorised these or they are part of a valid claim under the covers of this policy.

- 13) Winter sports - Your participation in winter sports unless the appropriate winter sports premium has been paid, and you are under the age of 71 prior to the commencement of the period of insurance in which case cover will apply under those sections shown as covered for winter sports in your schedule for:
 - the winter sports specified in the list herein
 - any other winter sports shown as covered in your schedule for a period of no more than 10 days for silver, 21 days for gold and 31 days for platinum in total in each period of insurance under year round policies, for the period of the trip under trip travel policies, and for the period specified on the schedule for long stay and young traveller policies.
- 14) Professional sports or entertaining - Your participation in or practice of any professional sports or professional entertaining.
- 15) Other sports or activities - Your participation in or practice of any other sport or activity, manual work or racing unless:
 - specified in the list on pages 7 or
 - shown as covered in your schedule.
- 16) Jumping from vehicles, buildings or balconies - You climbing on top of, or jumping from a vehicle or jumping from a building or balcony, or climbing or moving from any external part of any building to another (apart from stairs, ramps or walkways) and falling regardless of the height, unless your life is in danger or you are attempting to save human life.
- 17) Unauthorised use of swimming pools - The unauthorised use of a swimming pool outside the specified times of opening
- 18) Tour operator & airline failure - Any claim that results from the tour operator, airline or any other company, firm or person not being able or not being willing to carry out any part of their obligation to you (unless you are entitled to reimbursement under – Scheduled Airline Failure).
- 19) Search and rescue - Any search and rescue costs.
- 20) Alcohol abuse - You drinking too much alcohol, or any form of alcohol abuse including alcohol withdrawal, where it is reasonably foreseeable that such consumption could result in a serious impairment of your faculties and/or judgement resulting in a claim. We do not expect you to avoid alcohol on your trips or holidays 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.
- 21) Suicide, drug use or solvent abuse - Your wilfully self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, drug use (other than drugs taken in accordance with treatment prescribed and directed by a medical practitioner, but not for the treatment of drug addiction), and putting yourself at needless risk (except in an attempt to save human life).
- 22) Additional loss or expense - Any other loss, damage or additional expense following on from the event for which you are claiming, unless we provide cover under this insurance. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim for loss of earnings following bodily injury, illness or disease.
- 23) Travelling against Foreign Affairs Ministry or WHO advice - Your travel to a country, specific area or event when the Travel Advice Unit of the Foreign Affairs Ministry or the World Health Organisation (WHO) or regulatory authority in a country to/from which you are travelling has advised against all, or all but essential travel (this does not apply to Section I - Cancellation, Curtailment and Trip Interruption Charges if the date the trip was booked or the policy was purchased incurred before the date the advice was issued whichever is later).
- 24) Fit to Travel - Where you were not fit to undertake your trip when booking your trip or purchasing this policy whichever is the later.
- 25) Costs covered elsewhere - Where there is another insurance policy covering the same risk.
- 26) Safety Precautions
- 27) Where you are not wearing a helmet whilst on a motorcycle, motor scooter or moped.
- 28) Where you are not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.

In addition to the previous exclusions, the following benefits are not covered by this insurance:

- 1) The services arranged by the Insured on his/her own behalf, without prior communication or without the consent of MAPFRE Asistencia, except in the case of urgent necessity. In that event, the Insured must furnish the Insurer with the vouchers and original copies of the invoices.
- 2) Illnesses or injuries arising from chronic ailments or from those that existed prior to the occurrence of the accident.
- 3) Death as a result of suicide and the injuries or after-effects brought about by attempted suicide.
- 4) Those derived from illnesses or pathological states caused by the voluntary consumption of alcohol, drugs, toxic substances, narcotics or medicines acquired without medical prescription, as well as any kind of mental illness or mental imbalance.

- 5) Those derived from renunciation of or delay, on the part of the Insured or persons responsible for him/her, in the transfer proposed by the Insurer and agreed by its medical service.
- 6) Rehabilitation treatments.
- 7) Prostheses, orthopaedic material or orthosis and osteosynthesis material, as well as spectacles.
- 8) Dental expenses in excess of 45€/60€ unless another limit is expressly indicated in the Private or Special Conditions.
- 9) Baggage that is not sufficiently well packaged or identified, as well as fragile baggage or perishable products.
- 10) Assistance or compensation for events that occurred during a trip that had commenced, in any of the following circumstances:
 - 1) Before this insurance comes into force.
 - 2) With the intention of receiving medical treatment.
 - 3) After the diagnosis of a terminal illness.
 - 4) Without prior medical authorisation, after the Insured had been under treatment or medical supervision during the twelve months prior to the start of the trip.
- 11) Expenses that arise once the Insured is at his/her usual place of residence, those incurred beyond the scope of application of the guarantees of the insurance, and, in any case, after the dates of the travel object of the contract have elapsed or after 90 days has elapsed since the start thereof, notwithstanding what is provided for in the Additional Clauses or in the Specific Policy Conditions.

The Insurer is exempt of liability when, as a result of force majeure, it is unable to put into effect any of the benefits specifically envisaged in this policy.

GENERAL RULES

ARTICLE 7- BASIS OF THE INSURANCE POLICY

1. This insurance contract is drawn up on the basis of the declarations made by the Policyholder and/or the Insured in the corresponding insurance application, which led to the Company accepting the risk and calculating the corresponding premium.
2. Should the contents of the policy differ from the terms of the insurance proposal or the agreed clauses, the Policyholder may report this fact to the Company within one month, as from the date of delivery of the policy, so that any existing difference may be rectified.
Once this period has passed, without any complaint being lodged, the parties shall be bound by the provisions of the policy.
3. In the event of some omission or inaccuracy in the declaration, the Company may rescind the contract, by way of a declaration addressed to the Policyholder within one month from the date of discovering the omission or inaccuracy. The Company, except where there exists bad faith or gross negligence on its part, shall be entitled to the premiums corresponding to the insurance period in course at the moment this declaration is made.
4. Should the loss occur before the Company makes the said declaration, the compensation shall be proportionally reduced, according to the difference between the agreed premium and that which would have been applied had the true extent of the risk been known. In the event of bad faith or gross negligence on the part of the Policyholder, the Company shall not be liable to pay out compensation.
5. Should the said omission or inaccuracy correspond exclusively to one of the Insured, the Company may exclude that party from the policy by way of a communication addressed to the Policyholder.

ARTICLE 8 - INCEPTION AND DURATION OF THE POLICY

1. The insurance contract is duly formalised with the consent of the parties and shall come into effect at the time and date indicated in the Specific Conditions of the Policy, provided that the Policyholder has satisfied the first premium receipt.
2. The insurance is stipulated for the period stated in the Specific Conditions. Where the Policy is taken out for renewable periods, it shall be tacitly renewed for successive periods of equal duration, save where either of the parties should oppose the renewal by means of a written notification to the other party, remitted at least two months prior to the expiry of the current insurance period, with the exception of the provisions of point 3 of the "Subsequent Premiums" section of the following article.
3. Should either of the parties wish to modify the agreed guarantees, excluding or reducing the cover options, they shall inform the other party of this fact at least two months prior to the expiry of the current period. Should the party thus notified not reply 15 days before expiry, it shall be understood that the said modification is accepted and

it shall come into effect for the following insurance period. However, if the reply is negative, they may cancel the policy as of the said expiry date.

ARTICLE 9 - AMOUNT AND PAYMENT OF THE PREMIUM AND EFFECTS OF NON PAYMENT

The Policyholder is obligated to payment of the premium in accordance with the General and Specific Conditions of the Policy.

INITIAL PREMIUM

1. The initial premium is that set out in the Specific Conditions, which corresponds to the initial period of coverage outlined therein.
2. Where, due to some fault of the Policyholder, the premium has not been paid when the contract is signed or, where applicable, upon expiry of the same, the Company is entitled to rescind the contract or to seek enforced payment of the due premium.
3. **Save express agreement to the contrary, where the premium has not been paid before the loss incident occurs, the Company shall be freed from its obligations.**

SUBSEQUENT PREMIUMS

1. In the case of tacit renewal of the contract, the premium for the successive periods shall be that resulting from applying to the insured sum the premium tariffs that, based on technical actuarial criteria, the Company has established at any given time, while also taking into account the modifications of guarantees or the causes of risk aggravation or decrease that may have occurred.
2. At least thirty days prior to the expiry of the contract, the Company shall notify the Policyholder of the premiums applicable for each new period of cover, by means of the opportune notice of collection of the corresponding receipt (at the given address of the Policyholder or that stated in the policy), informing of the date of pre-sentation for payment. Should the tariff established for the new period of cover imply an increase with respect to that applied in the preceding period, the Policyholder, without prejudice to the provisions of these General Conditions, may rescind the contract by expressly notifying the Company, by way of a certified letter, telegram or fax, prior to the expiry of the contract, in which case the contract shall expire upon termination of the current period. In this case, where the premium is direct debited from a bank account and the receipt was charged to the Policyholder's account, the Company shall refund the said amount.
3. Failure to pay one of the subsequent premiums shall lead to the cover being suspended one month after the due date. Should a loss arise during the said month, the Company may deduct the premium due for the current period from the amount to be indemnified. Should the Company not claim the outstanding premium payment, within the six months following the due date, the contract shall be duly cancelled.
4. The premiums of this policy shall be automatically updated by applying the percentage variation obtained by comparing the Spanish Consumer Price Index (CPI) on the notification date with that of the previous year, without the need for any express agreement thereto.

ARTICLE 10- MODIFICATIONS TO THE RISK

1. Throughout the contract period, the Policyholder or the Insured must inform the Company, as soon as possible, of any and all circumstances that increase the risk and are of such a nature that, had the latter been aware of the same at the inception of the contract, it would not have entered into this contract or it would have concluded it with more onerous conditions.
2. Risk aggravation may or may not be accepted by the Company, in accordance with the following rules:
 - a) Should it accept, the Company shall propose to the Policyholder the corresponding modification of the contract, within a period of two months as from the moment the said aggravation is duly declared. The Policyholder has fifteen days from the date of receiving the said proposal to accept or reject it. In the event of rejection or silence on the part of the Policyholder, once the said period has passed, the Company may cancel the contract following the due warning to the Policyholder, providing a further fifteen-day period for reply. Within the eight days following this latest period, the Company shall inform the Policyholder of the definitive rescission.

b) Should the Company not accept the risk modification, it may cancel the contract, duly informing the Policyholder within a period of one month, as from the date on which it learnt of the risk aggravation.

3. In the event that the Policyholder or the Insured should not have made their declaration when the loss occurs, the Company shall be freed from its obligations where the Policyholder or the Insured had acted in bad faith. Otherwise, the compensation offered by the Company shall be proportionally reduced, according to the difference between the agreed premium and that which would have been applied, had the true extent of the risk been known.

4. Throughout the contract period, the Policyholder or the Insured may inform the Company of any and all circumstances that reduce the risk and are of such a nature that, had the latter been aware of the same at the inception of the contract, it would have concluded it with more favourable conditions.

ARTICLE 11 – LOSSES

1. When a loss incident occurs, the Policyholder, the Insured and/or the Beneficiary are obligated to:

a) Report the occurrence of the loss and, where appropriate, request by telephone the corresponding assistance, furnishing identifying details, the policy number, their location and the kind of service required, **always within a maximum period of seven days of learning of it, save where a greater margin is specified in the Specific Conditions of the policy.** For the purposes of handling and reviewing claims, these conversations may be recorded.

b) Employ all means available to them to mitigate the consequences of the incident.

Failure to fulfil this duty shall entitle the Company to reduce its compensation in a fitting proportion, taking into account the importance of the damage arising from the same and the degree of blame attributable to the Insured.

Should this breach be as a result of the Insured's manifest intention to injure or deceive the Company, the latter shall be freed from any obligation to compensate for the said loss.

c) Inform the Company of the existence of other insurance policies taken out with other companies that could also cover the claim.

d) Collaborate to ensure the optimum processing of the claim, informing the Company as soon as possible of any judicial, extrajudicial or administrative notification that comes to their knowledge and is related to the loss.

e) Furnish the Company with all manner of information regarding the circumstances and consequences of the loss, the initial medical assistance provided and the evolution of the Insured's injuries, apart from any complementary information the former may request. **Failure to fulfil this obligation to provide information shall forfeit the right to compensation, in the event that there should also exist bad faith or gross negligence.**

f) Present documentary proof – receipts, certificates, formal complaints, etc. – that corroborate both the occurrence of events covered by this Policy and having incurred expenses entitled to indemnity thereunder.

g) Agree to an examination by the doctors the Company may designate, where it deems this necessary in order to complete the reports furnished, and, at the Company's expense, attend the corresponding medical facilities for the said examination.

2. The Company is obligated to satisfy the compensation or to provide the services, upon completion of the investigations and appraisals necessary to establish the existence of the loss and, where applicable, determine the amount of the damages arising from the same or the service to be provided.

3. Whenever the Company decides to reject a claim on the basis of Policy rules, it must communicate this fact to the Insured within a maximum of fifteen days, as from the date on which it learnt of the cause underlying its refusal, and duly outline its reasons for doing so.

Should such a refusal of a claim arise after having made payments or provided other benefits in relation to the same, the Company may demand from the Insured the sums thus satisfied or the value of the services provided.

THE COMPANY

Need medical help abroad? Call us first on : +35391560663

For emergencies: if the insured is taken by ambulance to hospital following an emergency call, the Insured or a travelling companion should call the Company as soon as possible once the Insured have been admitted to hospital.

For non-emergencies: if the insured need a GP, or need to go to A&E or a clinic, Call the Company First, before the Insured try to locate help, so the Company can guide the Insured to the safest and most appropriate source of treatment.

If the insured are unfortunate enough to need medical help whilst abroad please **call the Company first** on the Company number: : **+35391560663** . Our highly experienced multi-lingual team are available to talk 24 hours a day, to advise the Insured or the Insured's travelling companion of what steps to take. Their aim will always be to establish the best treatment available to the Insured in the country the Insured is visiting. Our first steps will always be to:

- Confirm that the Insured is in a place of safety;
- Establish the best local treatment available to the Insured; and
- Consider the Insured's health and best interests;
- Make sure that the necessary medical fees are guaranteed.

Important note: it may affect the Insured's claim if the Insured, the Insured's travelling companion or a doctor/nurse does not contact The Company on the number above. The Company do not cover any costs over £500/€640 where prior agreement regarding treatment has not been obtained from the The Company.

Our highly experienced multi-lingual team of in-house doctors, nurses and experienced case managers will advise the Insured, the Insured's travelling companion, and/or the Insured's treating doctor, of what steps to take. The Company understand how important it is to have someone who:

- The Insured can contact at any time of the day or night
- The Insured can trust has the medical expertise to guide the Insured to the right course of treatment
- Has an in-depth understanding of how and when to transfer sick and injured patients back home
- Will speak to the Insured in a language the Insured can understand.

Our team is focused on trying to take some of the worry out of what can be an incredibly stressful situation so The Company'll keep the Insured's key contacts updated on the Insured's progress for the Insured and if need be, The Company'll fly a doctor or nurse out, with specialist repatriation equipment, to accompany the Insured home.

The Company actively monitor the capabilities of medical facilities throughout the world and use this knowledge to determine whether the Insured need to be transferred to a different facility. Once The Company are satisfied that the Insured is getting the appropriate treatment, The Company will agree a treatment plan with the Insured's treating doctor and the Insured. If the Insured cannot be discharged in time to continue the Insured's trip as planned, The Company will make arrangements to bring the Insured home at the appropriate time.

Reciprocal Health Agreements with Other Countries

EU, EEA or Switzerland - If the Insured is travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland the Insured is strongly advised to obtain a European Health Insurance Card (EHIC) postal application form from the Insured's local Post Office. This will entitle the Insured to benefit from the reciprocal health care arrangements which exist between countries within the EU/EEA or Switzerland. If The Company agree to pay for a medical expense which has been reduced because the Insured has used either a European Health Insurance Card or private health insurance, The Company will not deduct the policy excess under Section 2 - Emergency medical and other expenses.

Australia - If the Insured need medical treatment in Australia, the Insured should enrol with a local MEDICARE office. The Insured do not need to enrol when the Insured arrive, but the Insured should do this after the first occasion the Insured receive treatment. In-patient and out-patient treatment at a public hospital will then be available free of charge. Details of how to enrol and the free treatment available can be found by visiting the MEDICARE website on www.medicareaustralia.gov.au. Alternatively, please call the The Company for guidance.

If the Insured is admitted to hospital, the Insured must contact the the Company as soon as possible and get their authorisation in respect of any treatment NOT available under MEDICARE. **A note to all insured people, doctors and hospitals** - This is not a private medical insurance. If the Insured need any medical treatment, the Insured must tell the Company immediately or the Company may not guarantee medical expenses. If the Insured need any medical treatment, the Insured must allow the Company or our representatives to see all of the Insured's medical records and information. Contact the the Company on telephone number : **+35391560663**

ARTICLE 12 - SUBROGATION

1. Once it has provided the said benefits or paid the indemnity, the Company may exercise the rights and take those actions that, as a result of the loss, might correspond to the Insured, against those responsible for the same, up to the limit of those benefits, provided the said rights are not exercised to the detriment of the Insured.

2. The Insured shall be responsible for any injury that, through their acts or omissions, may be caused to the Company in its right to such subrogation.

3. The Company shall not be entitled to such subrogation against any of the persons whose acts or omissions might produce liability on the part of the Insured, in accordance with the law, nor against the person who caused the loss where this individual is, with respect to the Insured, a direct relation or a collateral relative within the third degree of consanguinity, an adoptive parent or an adopted child living with the Insured. This rule shall not be effective where the liability stems from bad faith or is covered by an insurance contract.

In this latter case, the subrogation shall be limited in scope, in accordance with the terms of the said contract.

4. In the event of the Company and the Insured coinciding in actions against a third party held responsible, the money recovered shall be divided between them in proportion to their respective interests.

ARTICLE 13 – COMMUNICATIONS

1. Communications from the Company to the Policyholder shall be deemed valid when they are addressed to the last known address of the latter. Those from the Policyholder must be directed to the Company's registered address or to its branch office that participated in processing the policy.

2. In the case of group policies, the Policyholder assumes the obligation to inform the insured parties of the terms and conditions of this policy.

ARTICLE 14 - CONCURRENCE OF INSURANCE POLICIES

1. Where any of the risks covered by this Policy should also be covered by another Insurer for the very same period of time, save agreement to the contrary, the Policyholder or the Insured must inform the Company of the other policies in existence.

Where, through bad faith, this information is omitted and the loss should occur in a situation of over-insurance, the Company shall not be obligated to pay compensation.

2. Once the loss occurs, the Policyholder or the Insured must report this to the Company, in accordance with the provisions of article 16 of these General Conditions, indicating the names of the other insurers who shall be contributing proportionally to the payment of the benefits provided.

3. In no case may the policy serve as a means of unfair enrichment for the Insured.

ARTICLE 15 - PRESCRIPTION AND JURISDICTION

1. Actions related to this contract shall prescribe after five years, except those relating to civil liability coverage, in which case the period shall be two years.

2. This contract is duly subject to Spanish jurisdiction and, to this end, the judge responsible for hearing any actions arising from the same shall be the one corresponding to the Insured's district. For this purpose, the latter shall designate an address in Spain, should their habitual address be abroad.

3. Pursuant to the legislation established to protect users of financial services (Order Eco 734/2004 of 11 March; RD 303/2004, of 20 February), in the event of any disputes arising in the interpretation or execution of the present insurance contract, the Policyholder, the Insured party, the beneficiaries and third parties harmed or their beneficiaries can make a claim to the MAPFRE Dirección de Reclamaciones (Claims Office) by letter (Apartado de Correos 281- 28220 Majadahonda, Madrid) or by e-mail (reclamaciones@mapfre.com), in accordance with the Regulation for resolving conflicts between the Grupo MAPFRE companies and the users of their financial services, which can be consulted on the "mapfre.com" website, and to the rules of action that summarise them and that are provided to the Policyholder together with this contract.

4. Likewise, Company customers and their beneficiaries can make claims and complaints, in relation to the action with their insurance agents and banking insurance operators, in accordance with the aforementioned Regulation and procedure.

5. The claim may be made on paper format, electronically or online, pursuant to Law 59/2003, of 19 December, on Electronic Signatures.

6. Should this claim be rejected or if a period of two months elapses from the date on which the claimant has made the claim, he/she can make a claim to the Servicio de Reclamaciones de la Dirección General de Seguros y Fondos de Pensiones (Paseo de la Castellana 44, 28046, Madrid; email: reclamaciones.seguros@mineco.es ; virtual office: dgsfp@mineco.es)

7. Only with the express agreement of the parties may submit disputes arising from the interpretation and fulfillment of this contract to the judgment of arbitrators, in accordance with current legislation.