

Holiday Travel Insurance

Policy

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Important Notice

This travel insurance policy is underwritten by Tokio Marine Europe Insurance Limited (the **Company**)

This policy, the policy certificate and any endorsements form the legal contract between the **Company** and **You**. It is important that each **Insured Person** reads these documents carefully ensuring that he/she fully understands all the terms and conditions and that they meet his/her requirements.

The **Insured Person** or his/her insurance advisor MUST notify the **Company** as soon as is reasonably practicable:

1. if there is a discrepancy, omission or if the **Insured Person's** insurance requirements change
2. Of any change(s) to existing medical conditions or any new diagnosed medical condition after buying the policy or booking a trip (whichever is later) which the **Company** would take into account in the assessment or acceptance of this insurance as failure to disclose this information may invalidate the policy or result in the policy not operating fully

The **Insured Person(s)** should comply with all procedures stated in the policy as failure to do so may be a bar to any claim.

Insurer Information

Cover under this policy is provided by Tokio Marine Europe Insurance Limited (the **Company**) which is registered in England and Wales No 00989421.

Registered office: 60 Gracechurch Street
London EC3V 0HR, United Kingdom

Tokio Marine Europe Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and as such is covered by the Financial Ombudsman Service.

Full details are available on the financial services register which is held on the Financial Conduct Authority's (FCA) website <http://www.fca.org.uk> or by contacting the FCA on telephone number. 0800 111 6768

General Definitions

Wherever these words or phrases appear in **bold italic type** in this policy they will have the following meanings..

Administrator

Spanish Insurance Solutions SL
C/ Severo Ochoa 4, 5-6,
03730 Jávea
Alicante
Telephone: +34 96 646 2307 or fax +34 96 646 2458
Email: admin@sisinspain.com

Assistance Company

Global Response Ltd, Regus House
Falcon Drive, Cardiff Bay, Cardiff, CF10 4RU
Telephone: +44 (0)2920 474131 or Fax: +44 (0)2920 468797
Email: assistance@global-response.co.uk

Claims Handler

Fogg Travel Insurance Services Limited
Crow Hill Drive, Mansfield, Notts. NG19 7AE
Telephone: 0845 812 3441

Close Business Colleague

A person employed by the same company as the **Insured Person** and in whose absence from the business it will be essential that the **Insured Person** be present in their place.

Company

Tokio Marine Europe Insurance Limited
60 Gracechurch Street, London EC3V 0HR

Curtailment

Returning to the **Insured Person's** home or place of business in Spain PRIOR TO the scheduled date of return from the **Journey**.

Damages

Unliquidated **Damages** but excluding punitive, exemplary or any multiple of compensatory **Damages**.

Date of Issue

The date this policy was issued as stated in the policy certificate.

Defence Costs

1. The cost of legal representation at:
 - A. a coroner's inquest or any inquiry in respect of any death
 - B. proceedings in any court arising out of any alleged breach of statutory duty.
2. All costs and expenses incurred with the **Company's** written consent and relating to any claim which may be the subject of indemnity under Section 7 – Personal Liability

Family

Up to two adults residing at the same address for at least six months and all their dependent children under the age of 18 years (under 24 years if in full time education) residing at the same address at **Date of Issue**.

Geographical Limits

Whichever of the following is stated as being applicable in the policy certificate:

Area 1: Algeria, Andorra, Armenia, Austria, Azores, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Egypt, Eire, England, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Israel, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, all islands in the Mediterranean Sea, Moldova, Monaco, Morocco, Netherlands, Northern Ireland, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Scotland, Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine (West of the Ural mountains), Vatican City and Wales

Area 2: Worldwide excluding the United States of America, Canada, Caribbean Islands, Bermuda and Mexico

Area 3: Worldwide

Insured Person(s)/You/Your

Each person stated in the policy certificate as being insured provided that such person is resident in Spain with a permanent address in Spain and registered with a doctor in Spain.

Insurers/We/Our/Us the Company

Journey

If annual multi trip cover is selected

Any pre-booked trip of up to 31 days duration within the **Geographical Limits** for social, domestic, pleasure, educational or commercial business purposes (but excluding manual work) commencing from and returning to the **Insured Person's** home or place of business within Spain and involving travel:

A. outside Spain

or

B. solely within Spain PROVIDED THAT the **Journey** involves at least:

1. one night stay for commercial business purposes at prebooked accommodation not owned by or leased to any **Insured Person** hereunder and is a minimum of 150 kilometres from their permanent residence.

or

2. two nights stay for all other trips at prebooked accommodation not owned by or leased to any **Insured Person** hereunder and is a minimum of 150 kilometres from their permanent residence.

If single trip cover is selected

The pre-booked trip, for which this insurance policy was issued, of up to:

A. 12 months duration (in respect of **Insured Persons** aged 70 years or under at the **Date of issue**) or

B. 31 days (in respect of **Insured Persons** aged 71 to 85 years at the **Date of issue**) within the **Geographical Limits** for social, domestic, pleasure, educational or commercial business purposes (but excluding manual work) commencing from and returning to Spain.

Non-Disclosure

Means a failure to disclose or provide accurate information which is likely to influence the extent of cover **We** are willing to provide. This includes the medical history of any **Insured Person** or that of a travelling companion, **Relative** or **Close Business Colleague** or other person on whose state of health a decision by **You** to cancel or curtail **Your** trip depends. This also includes the change in health of any **Insured Person, Relative** or **Close Business Colleague** after buying the policy or booking a trip (whichever is later).

This includes, but is not limited to, non-routine hospital consultation, awaiting tests, test results, investigations, change in dosage of medication, new medication being prescribed or new condition being diagnosed. **Non-Disclosure** includes:

1. failure to disclose the medical history of all **Insured Person(s)**;

2. failure to disclose the medical history of all travelling companions. These may be insured elsewhere, but the state of their health is relevant information

3. failure to disclose the medical history of all non-travelling **Relatives** or **Close Business Colleagues** whose state of health may affect a decision to cancel or curtail **Your** holiday; or

4. failure to disclose, after purchasing the policy any change in the state of health of any of the above whose state of health may affect **Your** decision to cancel or curtail **Your** holiday.

A change in the state of health includes, but is not limited to:

A. a referral of the **Insured Person**, travelling companion or non-travelling **Relative** or **Close Business Colleague** to a doctor or consultant for investigation of an undiagnosed condition; or

B. diagnosis of any new condition.

Money

Cash, currency, bank notes, travellers cheques, postal or money orders, travel tickets, holiday vouchers, hotel vouchers, admission tickets, passes and food vouchers.

Operative time of cover

If annual multi trip cover is selected

1. The cancellation insurance provided under Section 2 – Cancellation or Curtailment is effective from the date of booking a **Journey** or the date of commencement of the **Period of insurance** (whichever is the later) and terminates when during the **Period of insurance** the **Insured Person** leaves his/her home or place of business (whichever is left last) within Spain to commence such **Journey** or upon expiry of the **Period of insurance** (whichever is the earlier).

2. The **Curtailment** insurance provided under Section 2 – Cancellation or Curtailment and the insurance provided under all other applicable Sections of this policy commence when during the **Period of insurance** the **Insured Person** leaves his/her home or place of business (whichever is left last) in Spain to commence a **Journey** and terminates upon:

A. the **Insured Person's** direct return to such home or place of business (whichever is reached first) at the end of such **Journey**

or

B. expiry of the **Period of insurance** whichever is the earlier.

If single trip cover is selected

The cancellation insurance provided under Section 2 – Cancellation or Curtailment is effective from the **Date of issue** and terminates when on the departure date the **Insured Person** leaves his/her home or place of business (whichever is left last) within Spain to commence the **Journey** at which time the **Curtailment** insurance provided under Section 2 – Cancellation or Curtailment and the insurance provided under all other applicable Sections commence and continue until the **Insured Person's** return to such home or place of business (whichever is reached first) within Spain at the end of such **Journey** or expiry of the **Period of insurance** (whichever occurs first).

Period of Insurance

The period stated in the policy certificate. The **Period of Insurance** is automatically extended for up to 30 days in the event that completion of the **Journey** is delayed due to any circumstances beyond the **Insured Person's** control PROVIDED THAT the **Insured Person** is not being detained by the police or any other lawful authority for any criminal act or breach of any law or enactment and PROVIDED THAT the **Insured Person** makes all reasonable efforts to complete the **Journey** as soon as possible after the original scheduled completion date of the **Journey**.

Relative

Spouse, fiancé(e), civil partner, partner, parent, step-parent, parent-in-law, grandparent, child, step-child, son-in-law, daughter-in-law, grandchild, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law of the **Insured Person** or of the person with whom the **Insured Person** is travelling or had arranged to stay.

Ski Equipment

Snowboard, skis, bindings, sticks and boots.

Unattended Vehicle

A motor vehicle which contains neither a driver nor a passenger.

Valuables

Personal jewellery, watches, gold or silver articles or articles of precious material, computer, radio or audio equipment (including discs, cassettes, memory sticks or mp3 players), electronic games, e-books, e-readers, telescopes, binoculars, sunglasses or spectacles, leather, suede or fur clothing, photographic equipment (including camera body and lenses, flashguns, filters, cases, straps, discs, films, memory sticks and all other accessories), or video equipment (including discs, cassettes or memory sticks).

Important Information

Non-Disclosure: Means a failure to disclose or provide accurate information which is likely to influence the extent of cover **We** are willing to provide. This includes the medical history of any **Insured Person** or that of a travelling companion, **Relative** or **Close Business Colleague** or other person on whose state of health a decision by **You** to cancel or curtail **Your** trip depends. This also includes the change in health of any **Insured Person**, **Relative** or **Close Business Colleague** after buying the policy or booking a trip (whichever is later). **Non-Disclosure** includes:

1. failure to disclose the medical history of all **Insured Person(s)**;
2. failure to disclose the medical history of all travelling companions. These may be insured elsewhere, but the state of their health is relevant information;
3. failure to disclose the medical history of all non-travelling **Relatives** or **Close Business Colleagues** whose state of health may affect a decision to cancel or curtail **Your** holiday; or
4. failure to disclose, after purchasing the policy any change in the state of health of any of the above whose state of health may affect **Your** decision to cancel or curtail **Your** holiday.

A change in the state of health includes, but is not limited to:

- A. a referral of the **Insured Person**, travelling companion or non-travelling **Relative** or **Close Business Colleague** to a specialist or hospital or referral for investigation of an undiagnosed condition; or
- B. diagnosis of any new condition.

If **You** are in doubt as to what information should be disclosed, **You** should contact the **Administrator** on Telephone: +34 96 646 2307 or fax +34 96 646 2458 or Email: admin@sisinspain.com to make a declaration. **Your** enquiry will be handled confidentially and **You** will be advised in writing of the extent of cover that can be provided. **You** will also be given a Medical Referral Reference. Failure to disclose or provide accurate information may be a bar to any claim.

Your right to cancel: if having purchased this insurance **You** decide that it does not meet **Your** requirements please return all documentation within 14 days of the **Date of issue** to either the broker from whom **You** purchased this policy or, Spanish Insurance Solutions S.L. C/ Severo Ochoa 4, 5 y 6, 03730 Javea, Alicante or telephone on +34 96 646 2307, and provided that no claim has been made and **You** have not travelled the premium will be refunded in full. Cancellation by **You** at any other time will mean **You** are not entitled to a refund of premium.

Health: this insurance contains certain exclusions and conditions relating to the state of health of all **Insured Persons**, their **Relatives**, their travelling companions, **Close Business Colleagues** and also their non-travelling **Relatives**. If **You** are in any doubt as to whether **You** or any other persons are eligible for full cover, please contact the **Administrator** on Telephone: +34 96 646 2307 or fax +34 96 646 2458 or Email: admin@sisinspain.com. **Your** enquiry will be handled confidentially and **You** will be advised in writing of the extent of cover that can be provided. **You** will also be given a Medical Referral Reference. Please notify **Your** insurance advisor of this medical reference number to be recorded on to **Your** policy certificate.

Complaints Procedure

We aim to provide the best possible products and services. However, **We** are aware that despite **Our** commitment, things may not always go as planned.

We take complaints very seriously at Tokio Marine Europe and aim to deal with them in a quick and efficient manner, and to **Your** satisfaction. If **You** wish to complain, **You** may do so in writing to the insurance advisor from whom **You** purchased this policy, or

The Complaints Manager, Tokio Marine Europe
60 Gracechurch Street, London EC3V 0HR

You may also complain via email to travel@tokiomarine.co.uk

Please state the nature of **Your** complaint, the scheme reference **SIS Travel**, the policy and/or claim number, the name of any claim handling organisation with whom **You** have been dealing and their reference number. **We** will aim to answer **Your** complaint as quickly as possible, and hope to resolve **Your** issue by the close of the working day following **Your** complaint. If this cannot be done, **We** will follow the procedure laid out below: **We** will acknowledge **Your** complaint within five working days, and hope to include in this letter a resolution to **Your** complaint. If a more detailed investigation is required, **We** will aim to return to **You** within four weeks of **Your** initial complaint with **Our** resolution. If this is not possible, **We** will write to **You** within those four weeks and explain why the issue has not yet been resolved, and give **You** a likely timescale of when **Our** investigation will be concluded. If **Your** complaint requires a particularly complex investigation, **We** may need a further four weeks to conclude **Our** investigation. **We** will return to **You** by the end of the eight weeks and explain the decision made on **Your** complaint.

If **You** are unhappy with the outcome of **Your** complaint or the way **We** have handled it, or if **Our** investigation has taken more than eight weeks, **You** may be able to refer the matter to the Financial Ombudsman Service. The contact details for the Financial Ombudsman Service are:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk Telephone: 0300 123 9123 or 0800 023 4567

The Financial Ombudsman Service offers a free and independent service to **You**, to help settle disputes between businesses providing financial services and their customers. Tokio Marine Europe is a member of the Financial Ombudsman Service, and **We** will fully co-operate with their investigation to help reach a resolution. The existence of this complaints procedure does not affect any right of legal action **You** may have against Tokio Marine Europe Insurance Limited.

Financial Services Compensation Scheme (FSCS)

Tokio Marine Europe Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation is available from the FSCS at www.fscs.org.uk or telephone 0800 678 1100.

24 Hour Emergency Assistance and Pre-travel Advice Number

The 24 hour Worldwide Emergency Assistance Service and Pre-travel advice under this policy is provided by Global Response Ltd (**Assistance Company**) who employ a team of trained multi-lingual assistance co-ordinators. To comply with policy conditions **You** MUST notify the **Assistance Company** quoting reference **SIS Travel** prior to:

1. an **Insured Person** being admitted as an inpatient at any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition, then **You** must contact the **Assistance Company** as soon as possible after they are admitted
2. any repatriation arrangements being made
3. burial or cremation or transportation of the **Insured Person's** body
4. any hospital transfer being arranged or return home costs incurred under Section 2 sub-section 1 or sub-section 2 and obtained its authorisation for any costs to be incurred.

Once contacted, an experienced assistance co-ordinator will ensure that necessary medical fees are guaranteed and where appropriate repatriation/transportation is arranged by the most suitable method.

For assistance telephone: +44 (0)2920 474131 or fax: +44 (0)2920 468797 or email: assistance@global-response.co.uk

When contacting the **Assistance Company** please advise them that **You** are insured under scheme reference **SIS Travel** and quote the policy number stated in the policy certificate.

The **Assistance Company** can provide advice and assistance in many other circumstances.

For instance they can:

- liaise with medical staff and hospitals
- guarantee medical fees if necessary
- arrange emergency repatriation with medical escort if necessary
- advise other members of the party if **You** are unfortunate enough to go into hospital
- advise on how to locate lost or delayed baggage with carriers
- refer **You** to an Embassy, Consulate or other source of legal consultation
- organise onward travel tickets following missed departure
- provide advice before **You** travel such as:
 - which currencies and/or travellers cheques to take
 - banking hours
 - any visa entry requirements and permits required
 - inoculation requirements
 - the language spoken and the time zones in the countries being visited.

Maximum Excess

The maximum excess payable by each **Insured Person** named in the policy certificate in respect of any one occurrence or incident resulting in a claim will be limited to:

€75 in respect of each **Insured Person** irrespective of the number of Sections involved for all sections other than Section 7- Personal Liability where the excess will be €250 per **Insured Person**

Reciprocal Health Agreement

Insured Persons travelling to European Union countries are strongly advised to obtain a European Health Insurance Card (EHIC) from the appropriate issuing agent. This EHIC entitles **You** to benefit from the reciprocal health agreements which exist between European Union countries. Where medical expenses have been reduced by the use of an EHIC, or by a contribution from the **Insured Person's** private health insurance and PROVIDED THAT liability has been accepted by the **Company** for such reduced medical expenses, the €75 per **Insured Person** excess under Section 1 – Medical Expenses will be reduced by the amount of such reduction or contribution up to a maximum reduction of €75 per **Insured Person**.

Foreign and Commonwealth Office

You must observe travel advice provided by the Foreign and Commonwealth Office (FCO). No cover is provided under any section of this policy in respect of travel to a destination to which the FCO has advised against all or all but essential travel. Travel advice can be obtained from the FCO by visiting their Website at <https://www.gov.uk/foreign-travel-advice>

Policy Contract

In consideration of **Your** having paid the premium stated in the policy certificate, **We** agree to provide the insurance in the manner and to the extent specified in this policy provided that:

1. **You** shall be subject to all the terms conditions limitations and/or exclusions contained in this policy, policy certificate or by additional endorsement(s)
2. The information provided by **You** to **Us** is not fraudulent or deliberately false
2. **Our** liability shall not exceed the benefit levels or sums insured or limits of liability expressed herein
3. there shall be no cover under Section 4 – Personal Baggage and Section 5 – Personal Money UNLESS these sections are stated in the policy certificate as being included
4. there shall be no cover under Sections 12, 13, 14, and 15 UNLESS the wintersports extension is stated in the policy certificate as being included.

This is not a private medical insurance policy

We will pay for private treatment only if there is no appropriate reciprocal health agreement in existence and no public service available and **We** reserve the right to organise a transfer from a private medical facility to a public medical facility where appropriate. In the event of medical treatment becoming necessary for which reimbursement will be sought, **We** or **Our** representatives will require unrestricted access to all **Your** medical records and information.

General Conditions (applicable to all sections)

1. Precautions

The **Insured Person** MUST:

- A. take all reasonable precautions to prevent anything happening which may give rise to a claim under this policy and take all requisite steps for safeguarding and recovering the personal baggage and personal **Money** insured
- B. not book or undertake the **Journey** against medical advice or if he/she has any reason to believe that such **Journey** may have to be cancelled or curtailed.

2. Claims

If there are any circumstances that give rise to a claim under this policy the **Insured Person** must follow the procedure **How to Make a Claim detailed on page 14** and supply at the request of and without cost to the **Insurers** all such proof, information and evidence and provide all such assistance as the **Insurers** may require, complying with ALL reasonable deadlines set by the **Insurers** and complying with ALL deadlines set by any court or legally empowered authority for the disclosure of information, production of proof, evidence and/or documentation and provision of assistance. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured Person** without the written consent of the **Insurers**.

3. Insurer's rights in the event of a claim in respect of all Sections

- A. The **Company** shall be entitled but not bound to take over and conduct in the name of the **Insured Person** the defence or settlement of any claim or to prosecute in the name of the **Insured Person** for its own benefit any claim for indemnity or **Damages** or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
- B. The **Company** shall be entitled at any time in its own name or in the name of the **Insured Person** to take action to effect the recovery of any part of the personal baggage and/or personal **Money** insured or for securing reimbursement in respect of any loss or damage and the **Insured Person** shall give the **Company** all information and assistance in so doing.
- C. Upon payment of any claim under Section 4 – Personal Baggage (and/or Section 12 – Ski Equipment – if applicable) (other than for repair) any part of the property in respect of which payment is made shall belong to the **Company** subject to the **Insured Person's** right to reclaim it upon repayment to the **Company** of the amount paid by the **Company**.
- D. The **Company** may at any time pay to the **Insured Person** in connection with any claim or series of claims under Section 7 – Personal Liability the amount of the Limit of Indemnity (after deduction of any sum or sums already paid in **Damages**) or any lesser amount for which such claim or claims can be settled and upon such payment being made the **Company** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Defence Costs** recoverable or incurred prior to the date of such payment. The liability of the **Company** to pay **Defence Costs** where **Damages** exceeding the Limit of Indemnity have to be paid and the **Company** has not exercised its rights under this Condition shall be limited to such proportion of the said **Defence Costs** as the Limit of Indemnity bears to the amount paid to dispose of the claim or series of claims.

4. Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the **Insured Person** or any person acting on his/her behalf to obtain benefit under this policy all benefit hereunder shall be forfeited.

5. Cancellation

The **Insured Person** may cancel this policy by returning it to the **Administrator** or the broker from whom **You** purchased this policy together with written cancellation instructions at any time within 14 days of the **Date of Issue** but before commencing any **Journey** and

PROVIDED THAT no claim has been made the premium will be refunded in full. Cancellation by **You** at any other time will mean **You** are not entitled to a refund of premium.

6. Observance

The due observance and fulfilment of the terms, provisions, conditions and limitations of this policy and the disclosure of all relevant information shall be conditions precedent to any liability of the **Company** to make any payments under this policy.

7. Arbitration – In respect of all Sections

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force in England and Wales. The place of arbitration shall be in London and the language of the arbitration shall be English. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Company**.

8. Jurisdiction

This policy shall be governed by and construed in accordance with English Law.

9. Uninsured Expenses

If any costs and/or expenses not covered by this insurance have been incurred by the **Insurers** on the **Insured Person's** behalf or any additional or increased costs and/or expenses incurred by the **Insurers** as a result of the **Insured Person's** failure to comply with the terms, provisions, conditions and limitations of this policy then the **Insured Person** shall repay all such costs and/or expenses to the **Insurers** within 30 days of his/her being requested to do so by the **Insurers**.

10. Other Insurance or Indemnities

The **Insurers** will seek contribution from any other insurance held by the **Insured Person**, where:

- i. there is in force insurance covering the same claim in which case this policy shall apply only in excess of any amount paid under such other insurance or which would have been paid thereunder had this policy not been effected
- ii. the **Insured Person** also seeks to obtain indemnity in respect of the same claim from any other insurance in which case the **Insurers** will not be liable to pay more than their proportionate share of any such claim and costs and expenses in connection therewith.

11. Data Protection Act – Personal Information

The **Company** may collect, hold and process certain types of information regarding the **Insured Person** for particular purposes as allowed by law and in accordance with the **Company's** Data Protection and Privacy Statement (a copy of which can be obtained from the **Company** on request). The **Company** may pass this information to third parties such as loss adjusters and other of its agents.

12. Independent Travel

This policy covers the independent travel of all person(s) shown on the travel insurance certificate as Person(s) Insured.

General Exclusions (applicable to all sections)

1. This insurance does not cover:

- A.
 - i. any person aged 86 years or over at the **Date of issue** if single trip cover selected
 - ii. any person aged 76 years or over at the **Date of issue** if annual multi trip cover selected
 - iii. any person who is not permanently resident in Spain with a permanent address in Spain and registered with a doctor in Spain
 - iv. **For annual multi trip policies:**
Any trip where the intended duration of the **Journey** exceeds 31 days. No cover is provided for any part of the **Journey** even if a loss occurs within 31 days where the planned **Journey** exceeds the maximum duration

For single trip policies:

Any trip where the intended duration of the **Journey** exceeds the **Period of Insurance** stated on the policy certificate. No cover is provided for any part of the **Journey** even if a loss occurs within the **Period of Insurance** stated on the policy certificate where the planned **Journey** exceeds the **Period of Insurance** stated on the policy certificate

- B. loss, damage, bodily injury, death, disease, illness, liability costs or expenses arising out of or in connection with any:
 - i. manual work or hazardous occupation of any kind undertaken by the **Insured Person** during his/her **Journey**
 - ii. wilful, malicious or criminal act of the **Insured Person** or breach of any law or enactment by the **Insured Person**
 - iii. engagement in any leisure activity either as a professional or where **You** receive any financial reward or gain
- C. any claim arising out of **Non-Disclosure**
- D.
 - i. claim arising if at the time of purchasing this insurance the **Insured Person** or a travelling companion:
 - a. is aware of any circumstances which could reasonably be expected to give rise to a claim under this insurance
 - b. has had a cancerous, cardio-vascular, cerebrovascular, renal, respiratory, psychiatric or mental condition
 - c. has had any other medical condition which is under the supervision of a hospital or a consultant or doctor or has required any hospital admission or treatment in the previous 12 months
 - d. has been taking continuous medication and has had any change in medication or change in dosage in the previous 12 months
 - e. has any medical condition(s) for which the **Insured Person** or a travelling companion is on a hospital or specialist's waiting list for inpatient or outpatient treatment or investigation
 - f. is awaiting the results of any tests or investigations or is aware of any medical condition of any **Relative** or **Close Business Colleague** whether travelling with the **Insured Person** or not on whose state of health the **Insured Person's** decision to cancel or curtail the **Journey** may depend
 - g. has been advised of a terminal prognosis.
 - h. has had treatment or hospital consultation for any cancerous condition in the last 5 years.

The **Company** may agree in writing not to apply exclusions D.i.a. to h. or the **Company** may impose special terms if the **Insured Person** applies to the **Company** with details of the condition by calling the **Administrator** on Telephone: +34 96 646 2307 or fax +34 96 646 2458 or Email: admin@sisinspain.com and this insurance is suitably endorsed in writing

- ii. claim caused by or arising from:

- a. pregnancy or childbirth in respect of any trip starting and/or finishing within eight weeks of the expected date of birth
 - b. wilfully self-inflicted illness or injury, the influence of intoxicating liquor or drugs (except drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner other than for drug addiction), alcoholism, drug addiction, solvent abuse, sexually transmitted diseases, travel contrary to medical advice or where the purpose of travelling is to obtain medical treatment
 - c. mental illness, psychiatric condition, anxiety or depression or related condition
- E. loss, damage, bodily injury, death, disease, illness, liability costs or expenses attributable directly or indirectly to Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof
- F. death, injury, illness or disablement directly or indirectly resulting from or consequent upon the **Insured Person's** own suicide or attempted suicide or deliberate exposure to danger (except in an attempt to save human life) or the **Insured Person's** own criminal act
- G. additional costs or supplements arising from single or private room(s) not approved in advance by the **Assistance Company**
- H. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war or any act, condition or warlike operation incident to war
- I. warlike action by a regular or irregular military force or civilian agents, or any action taken by any government, sovereign or other authority to hinder or defend against an actual or expected attack
- J. insurrection, rebellion, revolution, attempt to usurp power or popular uprising or any action taken by governmental or martial authority in hindering or defending against any of these
- K. discharge, explosion or use of a weapon of mass destruction whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason
- L. loss, destruction, damage, liability costs or expenses resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- M. any claim directly or indirectly caused by, contributed to or arising from:
 - i. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- N. any claim directly or indirectly caused by, contributed to or arising from a **Journey** to a destination where the Foreign and Commonwealth Office has advised against all travel or all but essential travel.
2. This insurance does not apply whilst the **Insured Person** is engaging in:
 - A. motorcycling as either a driver or a passenger

UNLESS:
 - i. as driver or passenger the **Insured Person** is wearing a crash helmet and
 - ii. as driver of the motorcycle the **Insured Person** holds a current valid full motorcycle driving licence permitting him/her to drive such a motorcycle and
 - iii. the motorcycle has an engine capacity of 125cc or less

OR:
 - if the engine capacity of the motorcycle is above 125cc up to a maximum of 2000cc:
 - i. as driver or passenger the **Insured Person** is wearing a crash helmet and
 - ii. as driver of the motorcycle the **Insured Person** has held a current valid full motorcycle driving licence permitting him/her to drive such motorcycle for at least two years and
 - iii. as driver of the motorcycle the **Insured Person** has had no motorcycle accidents or driving convictions in the previous two years

B. air travel other than as a passenger in a licensed aircraft being operated by a licensed commercial air carrier

C. big game hunting, BMX stunt riding, boxing, bungee jumping (unless with a licensed operator), canyoning, free climb mountaineering, gymnastics (competitive), heli-skiing, high diving (other than from a purpose built diving board over a man-made swimming pool), horse riding involving jumping trials, hunting or competitive riding, jousting, kite-surfing, martial arts, microlighting, motor rallies or competitions, mountaineering (ordinarily necessitating the use of ropes or guides), outdoor endurance, outward bound courses, racing, rock climbing, safaris (where the **Insured Person** will be using a firearm), sailing (offshore – more than 12 miles from coastline), scuba diving below 30 metres or when flying within 24 hours of last dive, show jumping, sky diving, sky surfing, stunt events, underground activities (other than as part of an organised excursion or tour), water-ski jumping, white water rafting (above grade 3) or wrestling

D. any organised sports trip or tour whilst the **Insured Person** is playing (if the wintersports extension is stated in the policy certificate as being applicable – this exclusion shall not apply in respect of amateur winter sports not otherwise excluded)

or any variations thereof UNLESS declared to and accepted in writing by the **Company**

E. wintersports of any kind UNLESS stated in the policy certificate as being included in which case this insurance does not apply whilst the **Insured Person** is engaging in heli-skiing, ski-touring, ski-racing competitions and training therefor (other than properly supervised competitions organised and held on piste by a ski-school as part of their official course), freestyle skiing, ski-jumping, ski flying, ski-acrobatics, ski-stunting, extreme skiing, extreme snowboarding, skeletoning and luge or any variations thereof

3. The **Company** shall not be liable for any claim caused by or arising from the failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date. This exclusion does not apply to Section 1 – Medical and Other Expenses – sub-sections 1 or 2 or Section 3 – Personal Accident

4. The **Company** shall not be liable for any claims arising directly or indirectly for **Journeys** that:
 - A. if single trip cover is selected are expected to exceed 365 days duration where the **Insured Person** is aged under 71 years
 - B. if annual multi trip cover is selected are expected to exceed 31 days duration
 - C. are expected to exceed 31 days duration where the **Insured Person** is aged 71 years or over UNLESS declared to and accepted in writing by the **Company**.

Details of Cover

Section 1 – Medical and Other Expenses

1. Journeys outside Spain

To pay:

- A. up to €7,500,000 in total in respect of:
- i. medical, hospital and treatment expenses (including the cost of emergency dental treatment for the immediate relief of pain only but limited to €300 in total), ambulance charges, cost of rescue services, reasonable accommodation and/or travelling and/or repatriation expenses to Spain (including such reasonable and necessary additional accommodation and travelling expenses including those of one **Relative** or friend required on medical advice to stay or travel with the **Insured Person** or if **You** are a child and require an escort) necessarily and reasonably incurred outside Spain on medical advice as a direct result of the **Insured Person** sustaining accidental bodily injury or suffering the onset of illness during the **Operative time of cover**
 - ii. reasonable additional hotel and travel costs incurred in the event of the necessary repatriation of the **Insured Person** to his/her home or place of business within Spain as a result of the sudden and unexpected death, serious injury or serious illness occurring during the **Operative time of cover** of the **Insured Person's Relative** or **Close Business Colleague**
- B. the reasonable charges in the event of death occurring during the **Operative time of cover** of:
- i. burial or cremation of the **Insured Person** in the locality where death occurs not exceeding €1,500 in total or
 - ii. transporting the **Insured Person's** remains or ashes to his/her home in Spain (excluding funeral or interment costs) not exceeding €5,000 in total subject to the prior approval of the **Company**

PROVIDED THAT:

1. the amount payable shall not exceed the amounts stated or €7,500,000 in total and shall only be in respect of costs incurred within 12 months of the date of the incident giving rise to the claim
2. the **Company** reserves the right to repatriate to Spain when in the opinion of the **Company's** medical advisers the **Insured Person** is fit to travel
3. the **Assistance Company** is notified:
 - a. PRIOR TO the **Insured Person** being admitted as an inpatient to any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition then **You** must contact the **Assistance Company** as soon as possible after being admitted
 - b. PRIOR TO any repatriation arrangements being made
 - c. in the event of the death of the **Insured Person** – PRIOR TO burial, cremation or transportation of the **Insured Person's** remains to Spain and has authorised any costs to be incurred.

Excess

This insurance does not cover the first €75 per **Insured Person** in respect of each separate incident giving rise to a claim hereunder except where medical expenses have been reduced by the use of an EHIC or contribution from the **Insured Person's** private health insurance in which case PROVIDED THAT liability has been accepted by the **Company** for such reduced medical expenses the excess will be reduced by the amount of such reduction or contribution up to a maximum reduction of €75 per **Insured Person**.

2. Journeys within Spain

To pay up to:

- A. €250 in total in respect of EMERGENCY medical and treatment expenses (including the cost of EMERGENCY dental treatment for the immediate relief of pain only but limited to €100 in total) necessarily and reasonably incurred within Spain on medical advice as a direct result of the **Insured Person** sustaining accidental bodily injury or suffering the onset of illness during the **Operative time of cover**
- B. €5,000 in total in respect of reasonable accommodation and/or travelling and/or repatriation expenses to the **Insured Person's** home or to the most suitable hospital or nursing home near to the **Insured Person's** home within Spain (including reasonable and necessary additional accommodation and travelling expenses of one **Relative** or friend required on medical advice to stay or travel with the **Insured Person** or if **You** are a child and require an escort) necessarily and reasonably incurred on medical advice as a direct result of the **Insured Person** sustaining accidental bodily injury or suffering the onset of illness during the **Operative time of cover**
- C. €1,000 in total in respect of reasonable charges for the cost of transporting the **Insured Person's** remains or ashes to the **Insured Person's** home in Spain (excluding funeral or interment costs) in the event of death occurring during the **Operative time of cover**
- D. €500 in total in respect of all reasonable additional hotel and travel costs incurred in the event of the necessary repatriation of the **Insured Person** to his/her home or place of business within Spain as a result of the sudden and unexpected death, serious injury or serious illness occurring during the **Operative time of cover** of the **Insured Person's Relative** or **Close Business Colleague**

PROVIDED THAT:

1. the amount payable shall not exceed the amounts stated or €5,000 in total and shall only be in respect of costs incurred within 12 months of the date of the incident giving rise to the claim
2. the **Assistance Company** is notified PRIOR TO any arrangements being made and has authorised any costs to be incurred.

Excess

This insurance does not cover the first €75 per **Insured Person** in respect of each separate incident giving rise to a claim hereunder.

Exclusions

(also see General Exclusions on page 6)

This insurance does not cover:

1. any claim if the **Insured Person** travels against medical advice
2. the following costs and expenses unless they have been authorised by the **Assistance Company**
 - A. inpatient, hospital, clinic or nursing home expenses
 - B. repatriation transportation or additional hotel or travel costs and expenses

- C. burial or cremation costs outside Spain
- D. charges levied for services rendered or treatment received in Spain
- 3. any elective medical or dental treatment or exploratory tests
- 4. dental work involving precious material
- 5. treatment which in the opinion of a medical or dental practitioner could reasonably be delayed until the return of the **Insured Person** to their home or place of business in Spain
- 6. medical, hospital or treatment expenses which the **Insured Person** knows at the time of departure on the **Journey** will be required or required to be continued during the course of such **Journey**
- 7. charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim.

Condition

It is a requirement of this insurance that if between the date of purchasing this insurance and the date of the **Journey** the **Insured Person** is first diagnosed as having a medical condition, the **Insured Person** must give details of the condition by calling the **Administrator** on Telephone: +34 96 646 2307 or fax +34 96 646 2458 or Email: admin@sisinspain.com. The Company reserves the right to impose special terms in the light of any such details disclosed.

Section 2 – Cancellation or Curtailment

To pay up to €5,000 in total in respect of the otherwise irrecoverable loss of deposits, instalments and balances paid or contracted to be paid by the **Insured Person** for the **Journey** in respect of travel and accommodation booked prior to the scheduled date of departure of such **Journey** and incurred as a result of the necessary and unavoidable cancellation or **Curtailment** of such **Journey** during the **Operative time of cover** due to:

1. the death, serious injury or serious illness occurring or manifesting itself during the **Operative time of cover** of the:
 - A. **Insured Person**
 - or
 - B. person with whom the **Insured Person** is travelling or had arranged to stay
 - or
 - C. **Relative** or **Close Business Colleague** of the **Insured Person** or of the person with whom the **Insured Person** is travelling or had arranged to stay
2. the **Insured Person** or person with whom he/she had arranged to travel or stay being summoned for jury service, subpoenaed as a witness at a court of law, involuntarily made redundant from permanent employment and entitled to payment under the current redundancy payments law or compulsorily quarantined during the **Operative time of cover**
3. the **Insured Person's** permanent home within Spain or the permanent home within Spain of any person with whom the **Insured Person** is travelling being rendered uninhabitable by fire, storm or flood up to 14 days before the departure date
4. the presence of the **Insured Person** or travelling companion being required by the police following burglary at his/her home or normal place of business in Spain.

PROVIDED THAT at the time of effecting this insurance or booking the **Journey** the **Insured Person** was not aware of any reason why such **Journey** may have to be cancelled or curtailed.

Conditions

1. Notification:
 - A. Cancellation – notification of cancellation of the **Journey** must be given:
 - i. verbally or in writing to the **Claims handler**
 - ii. in writing to the tour operator or travel agent (or in respect of **Journeys** not arranged via a tour operator or travel agent – to the accommodation and transport providers) IMMEDIATELY the circumstances giving rise to the claim occur
 - B. **Curtailment** – Notification of **Curtailment** of the **Journey** must be given to the **Assistance Company** PRIOR TO the **Insured Person** arranging to return from the **Journey**
2. the **Company** will have the option to replace any incentive gift or promotional vouchers or points that form the subject of a claim under this Section with alternative gift or promotional vouchers or to pay for an equivalent replacement for the unused proportion of travel or accommodation or pay the cash equivalent thereof.

Excess

This insurance does not cover the first €75 per **Insured Person** in respect of each separate incident giving rise to a claim hereunder.

Exclusions

(also see General Exclusions on page 6)

1. The **Company** shall not be liable for more than:
 - A. €5,000 or the otherwise irrecoverable loss of deposits, instalments and balances paid or contracted to be paid (whichever is less)
 - B. in respect of **Curtailment** claims only – the proportionate part of the total contracted **Journey** cost for each day of the **Journey** foregone up to a maximum of €5,000.
2. Cover under this Section shall not apply in respect of:
 - A. death, injury or illness of any persons not specifically mentioned under sub-section 1 A, B or C of this section
 - B. **Curtailment** not notified to and authorised by the **Assistance Company**
 - C. the disinclination to travel of the **Insured Person** or any person with whom he/she is travelling.

Condition

It is a requirement of this insurance that if between the date of purchasing this insurance and the date of the **Journey**:

1. the **Insured Person** or
2. person with whom the **Insured Person** is travelling or had arranged to stay or
3. **Relative** or **Close Business Colleague** of the **Insured Person** or of the person with whom the **Insured Person** is travelling or had arranged to stay is first diagnosed as having a medical condition, the **Insured Person** must give details of the condition by calling the **Administrator** on Telephone: +34 96 646 2307 or fax +34 96 646 2458 or Email: admin@sisinspain.com. The **Company** reserves the right to impose special terms in the light of any such details disclosed.

Section 3 – Personal Accident

To pay to the **Insured Person** the applicable undermentioned benefit if during the **Operative time of cover** the **Insured Person** sustains accidental bodily injury by violent external and visible means (including unavoidable exposure to the natural elements) which independently of any other cause results within 12 months from the date of such bodily injury in the death, loss of limb, loss of sight in one or both eyes or permanent total disablement of the **Insured Person**.

Benefit

1. Death – €1,500
2. Loss of Limb – meaning total and permanent loss of use by physical separation or otherwise of one or both hands at or above the wrist joint and/or one or both feet at or above the level of the ankle (talo-tibular joint) – €25,000
3. Loss of Sight in one or both eyes – meaning total and permanent loss of sight which shall be deemed to have occurred:
 - A. in both eyes when the **Insured Person's** name has been added to The Register of Blind Persons on the authority of a qualified ophthalmic specialist – €25,000
 - B. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and the **Company** is satisfied that the condition is permanent and without expectation of recovery – €25,000
4. Permanent Total Disablement – meaning total and permanent disablement which prevents the **Insured Person** from engaging in or giving attention to any business or occupation of any and every kind having lasted for 12 consecutive months from the date of the accident and having been proved to the **Company's** satisfaction to be beyond the hope of improvement – €25,000.

Conditions

1. The **Company** shall not pay more than one benefit in connection with the same accident.
2. In respect of any **Insured Person** under the age of 16 years or over the age of 65 years at the time of bodily injury Benefit 1 Death – will be limited to €1,000.

Section 4 – Personal Baggage

This section only applies if shown on **Your** policy certificate as being included. To pay up to €1,500 in total (after taking into account a deduction for wear and tear and depreciation) in respect of accidental permanent loss of or damage to baggage (including clothing and personal effects, property worn or carried on the **Insured Person**, trunks, suitcases and like receptacles, pushchairs, pedal cycles and hand propelled wheelchairs all being the property of the **Insured Person** or wheelchairs being the property or responsibility of the **Insured Person** taken, sent in advance or purchased whilst on the **Journey**) occurring during the **Operative time of cover**

PROVIDED THAT:

1. A. any loss of or damage to baggage occurring in transit is reported IMMEDIATELY upon discovery to the carrier (e.g. airline) and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
B. all other losses must be reported to the local police within 24 hours of discovery and a written report obtained from them
2. when not being worn or carried by the **Insured Person** items of jewellery MUST be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the **Insured Person**
3. the **Company** shall not be liable for more than:
 - A. €300 any one article, pair or set irrespective of single or joint ownership
 - B. €300 in total in respect of loss of or damage to **Valuables**
 - C. the proportionate value of that part of any pair or set that is lost or damaged
4. the **Company** will have the option of repair, replacement, reinstatement or cash payment based on the intrinsic value of the article(s) in question.

Excess

This insurance does not cover the first €75 per **Insured Person** in respect of each separate incident giving rise to a claim hereunder.

Exclusions

(also see General Exclusions on page 6)

See Exclusions applicable to Sections 4, 5 and 6 on page 11.

Section 5 – Personal Money

This section only applies if shown on **Your** policy certificate as being included. To pay up to €450 in total in respect of accidental loss of personal **Money** owned solely by the **Insured Person** occurring during the **Operative time of cover**

PROVIDED THAT:

1. when not being carried by the **Insured Person Money** and credit cards MUST be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the **Insured Person**
2. all losses are reported to the police and a written report obtained from them within 24 hours of discovery and in respect of loss of travellers cheques and/or credit cards such loss is also reported to the appropriate issuing authority within 24 hours of discovery
3. loss of pounds sterling currency is limited to the amount permitted by currency regulations in force at the date of the **Journey** but not exceeding the above limit.

Excess

This insurance does not cover the first €75 per **Insured Person** in respect of each separate incident giving rise to a claim.

Exclusions

(also see General Exclusions on page 6)

See Exclusions applicable to Sections 4, 5 and 6 on page 11.

Section 6 – Loss of Passport

To pay up to €450 in total in respect of replacement cost of passport plus reasonable additional accommodation and travel expenses incurred only by the **Insured Person** as a result of the loss of his/her passport occurring whilst outside Spain during the **Operative time of cover**

PROVIDED THAT:

1. upon discovery immediate notification shall be given to the nearest British Consulate or if not holding a British passport to the **Insured Person's** nearest Embassy and a written report of the loss obtained from them

2. when not being carried by the **Insured Person** the passport MUST be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the **Insured Person**.

Excess

This insurance does not cover the first €75 per **Insured Person** in respect of each separate incident giving rise to a claim.

Exclusions Applicable to Sections 4, 5 and 6 (also see General Exclusions on page 6)

This insurance does not cover:

1. loss, damage, theft or attempt thereof:
 - A. **Money**, credit cards, passport, personal baggage or **Valuables** left unattended in the open or any public place
 - B. the **Insured Person's Valuables, Money**, credit cards or passport from any **Unattended Vehicle** or from personal baggage unless carried by hand and under the personal supervision of the **Insured Person**
 - C. personal baggage from any **Unattended Vehicle**:
 - i. between the hours of 8pm and 9am local time
 - ii. at any other time unless:
 - a. the vehicle has been secured from unauthorised entry and
 - b. the personal baggage has been hidden from view and
 - c. there is evidence of violent and forcible entry to or exit from the vehicle
 - D. personal baggage from any roof rack, external rack or container
2. loss or damage caused by or arising from:
 - A. delay, confiscation or detention by Customs or other officials or authorities
 - B. fraud or deception
3. loss of or damage to:
 - A. stamps, documents, contact or corneal lenses, hearing aids, alcohol, tobacco (or tobacco products), perishable goods, motor vehicles (or accessories), antiques or mobile telephones
 - B. sports equipment whilst in use
 - C. business goods, samples or tools
4. loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, insects, parasites, vermin, mechanical or electrical breakdown, scratching, denting or any process of cleaning, drying, alteration or repair
5. shortages due to error, omission or depreciation in value
6. damage to brittle articles (including teeth or dentures).
7. damage to computer, radio or audio equipment (including discs, memory sticks or mp3 players), electronic games e-readers or e-books.

Section 7 – Personal Liability

The **Company** will indemnify the **Insured Person** against Legal Liability for **Damages** (and claimant's costs and expenses) and **Defence Costs** in respect of:

1. accidental bodily injury to or death, disease or illness of any person
2. accidental physical loss of or damage to material property caused by the **Insured Person** occurring during the **Operative time of cover**

PROVIDED THAT:

1. the **Insured Person**:
 - A. forwards to the **Claims Handler** IMMEDIATELY upon receipt every letter, claim, writ, summons or process
 - B. notifies the **Claims Handler** in writing when the **Insured Person** has knowledge of any impending prosecution, inquest, fatal accident or official inquiry in connection with any such accident
2. no admission, offer, promise, payment or indemnity is made or given by or on behalf of the **Insured Person** without the written consent of the **Company** In the event of the death of the **Insured Person** the **Company** will indemnify the legal personal representatives of the **Insured Person** as though they were the **Insured Person** but only in respect of liability incurred by the **Insured Person**.

Limit of Indemnity

The liability of the **Company** under this Section or **Damages** and claimant's costs and expenses in respect of one occurrence or of a series of occurrences consequent on or attributable to one source or original cause or incident shall not exceed €1,500,000 in total.

Excess

This insurance does not cover the first €250 per **Insured Person**.

Exclusions

(also see General Exclusions on page 6)

This insurance does not cover:

1. accidental bodily injury to or death, disease or illness of any person under a contract of service or apprenticeship with the **Insured Person** arising out of and in the course of such contract of service or apprenticeship
2. liability in respect of loss of or damage to property belonging to or held in trust by or in the charge, care, custody or control of the **Insured Person** or any member of the **Insured Person's Family** other than temporary accommodation
3. liability arising directly or indirectly by, through or in connection with the:
 - A. ownership of any premises, land or building
 - B. ownership, possession, control or use by or on behalf of the **Insured Person** of any:
 - i. mechanically propelled vehicle or motorised vehicle, aircraft or other aerial or aerospace device, hovercraft or watercraft (other than the use [but not ownership] on inland waterways of pontoons hand propelled watercraft or watercraft less than five metres long powered by sail or an unmodified outboard engine rated by the original manufacturer at not more than 10hp)
 - ii. firearm
 - iii. animal
4. liability arising directly or indirectly from the transmission of any communicable disease or Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof
5. liability which attaches to the **Insured Person** by reason of an agreement or contract unless such liability would have attached in the absence of such agreement or contract

6. punitive, exemplary or any multiple of compensatory **Damages**
7. liability arising out of or in connection with the **Insured Person's** business, profession or employment.

Section 8 – Delayed Baggage

To pay up to €300 in total for the emergency purchase of essential items of clothing and personal requisites if during the **Operative time of cover** the **Insured Person** is deprived of his/her personal baggage taken on the **Journey** for 12 hours or more from the time of arrival at the pre-booked destination on the outward leg of the **Journey** due to delay or misdirection by the carrier (e.g. airline) such payment being made at the rate of €30 per 12 hour period up to a maximum of €300.

PROVIDED THAT:

1. the non-arrival of the **Insured Person's** personal baggage is reported IMMEDIATELY to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from the
2. the **Insured Person** submits to the **Company** original receipts for all items purchased together with the carrier's written report (or Property Irregularity Report) and written confirmation from the carrier of the number of hours delay.

Section 9 – Travel Delay

To pay up to the limits shown below in total in respect of additional expenses incurred directly as a result of strike, industrial action, riot or civil commotion, adverse weather conditions or mechanical breakdown of the booked mode of transport resulting in a delay of at least 12 hours in the departure of any coach, train, sea vessel or aircraft in which the **Insured Person** is booked to travel during the **Operative time of cover** on any leg of the **Journey**.

1. Compensation

The **Company** will pay the **Insured Person** €30 per 12 hour delay in any single leg of the **Journey** up to a maximum of €300 for all legs of the **Journey**.

2. Cancellation

If after 24 hours delay in departure on the initial outward leg of the **Journey** the **Insured Person** wishes to cancel his/her **Journey** the **Company** will reimburse the irrecoverable loss of deposits, instalments and balances paid or contracted to be paid of such **Journey** in respect of travel and accommodation up to but not exceeding €5,000 in total

PROVIDED THAT in respect of 1. Compensation and 2. Cancellation:

1. the **Insured Person** obtains written confirmation from the carrier (or their handling agents) of the number of hours delay in departure of such conveyance from the time shown in the itinerary and the reasons for such delay
2. no warning of any such strike, riot, civil commotion, industrial action or inclement weather resulting in a claim under this Section had been given prior to booking the **Journey** or commencement of the **Period of insurance** (whichever is the later)
3. in respect of sub-section 2 Cancellation – if any part of the **Journey** has been booked using incentive, gift or promotional vouchers or points the **Company** will have the option to replace such items with alternative vouchers or to pay for the equivalent replacement travel or accommodation or pay the cash equivalent thereof

Excess

This insurance does not cover the first €75 per **Insured Person** in respect of sub-section 2 Cancellation for each separate incident giving rise to a claim.

Exclusions

(also see General Exclusions on page 6)

See Exclusions applicable to Sections 9 and 10 on page 12

Section 10 – Missed Departure

To reimburse the **Insured Person** up to €750 (or 100% of the final invoiced cost of the **Journey** whichever is less) in respect of reasonable additional and otherwise irrecoverable travel expenses which the **Insured Person** necessarily and reasonably incurs during the **Operative Time of Cover** to purchase a ticket for an alternative **Journey** to reach his/her overseas destination or return from his/her overseas destination to his/her home or place of business within Spain from such overseas destination as a consequence of:

1. mechanical breakdown or strike, riot, civil commotion, industrial action or adverse weather conditions commencing during the **Period of Insurance** and causing interruption of scheduled public transport services PROVIDED THAT no warning of such strike, riot, civil commotion, industrial action or adverse weather conditions had been given prior to booking the **Journey** or commencement of the **Period of insurance** (whichever is the later)
2. accident or mechanical failure of the private motor vehicle in which the **Insured Person** is travelling PROVIDED THAT the private motor vehicle has been serviced in accordance with the manufacturer's recommendations
3. abnormal and unforeseeable traffic congestion which the **Insured Person** can prove resulted in an increase of more than three hours in the time that such **Journey** would normally take

occurring during the **Operative time of cover** and which causes the **Insured Person** to arrive at the coach terminal, rail terminal, port or airport too late to board the coach, train, sea vessel or aircraft upon which he/she had been booked to travel on his/her:

- A. final international departure on the outbound **Journey** from Spain
- B. final international departure on the return **Journey** to Spain.

Excess

This insurance does not cover the first €75 per **Insured Person** in respect of each separate incident giving rise to a claim.

Exclusions applicable to Sections 9 and 10

This insurance does not cover claims arising if the **Insured Person** fails to:

1. take all reasonable steps to arrive at the coach terminal, rail terminal, port or airport according to the official itinerary supplied
2. check in at the coach terminal, rail terminal, port or airport according to the official itinerary supplied and/or
3. obtain:
 - A. written confirmation from the carriers (or their handling agents) of the number of hours delay and the reason for such delay
 - B. a repairer's report in the event of a claim in respect of accident, damage to or breakdown of the private motor vehicle in which the **Insured Person** was travelling.

Section 11 – Hospitalisation/Unprovoked Assault/Hijack and Kidnap Benefit

To pay to the **Insured Person** €30 for each full period of 24 hours up to a maximum of €900 during the **Operative Time of Cover** that he/she:

- spends in hospital as an inpatient or is confined to his/her room on the orders of a qualified medical practitioner as a result of physical medical incapacity (other than over exposure to the natural elements)

PROVIDED THAT:

- the **Company** has accepted liability under Section 1 – Medical and Other Expenses – covers A or B for the costs of such hospitalisation or consultation with a qualified medical practitioner or treatment received from a qualified medical practitioner or would have accepted liability for such costs had they been incurred outside of Spain or were it not for the Excess under that Section of this policy
- the **Insured Person** provides the **Company** within 30 days of returning from the **Journey** with a medical certificate confirming the period he/she was hospitalised or confined to his/her room and the cause of such hospitalisation or confinement

In the event that the **Insured Person** is hospitalised as a direct result of malicious and unprovoked assault by any person or persons not known to him/her this benefit will be doubled PROVIDED THAT the **Insured Person** reports the matter to the police IMMEDIATELY he/she is able to do so and provides the **Company** within 30 days of returning from the **Journey** with a police report confirming such

- is unlawfully detained against his/her will (whether hijacked, kidnapped or otherwise) by any person or persons not known to him/her PROVIDED THAT the **Insured Person** reports the matter to the police IMMEDIATELY upon his/her release and provides the **Company** within 30 days of returning from the **Journey** with a police report confirming the he/she was unlawfully detained and the dates of such detention and subject to a maximum overall benefit of €900.

Leisure Holiday Activities Covered

In respect of each **Insured Person** the following activities are covered as part of their leisure holiday during the **Period of insurance**:

Abseiling, angling, aerial safaris, American football, archery (properly supervised), badminton, banana boating, baseball, basketball, beach games, bowls, bungee jumping with a licensed operator, camel riding, clay pigeon shooting (under supervision), cricket, croquet, curling, cycling (excluding BMX stunt riding), deep sea fishing, elephant riding/trekking (supervised), fencing, fell running, fell walking, fishing, football (amateur), gliding, go karting, golf, gymnastics (non-competitive), hang gliding, high diving (from a purpose built diving board over a man made pool), high ropes (through a licensed operator), hiking (established, documented, paths/tracks/mapped routes) hockey, hot air ballooning, horse riding (protective headgear to be worn, excluding jumping trials, hunting, jumping and competitive riding), ice skating, jet boating (as a passenger), jet skiing, marathon running, mountain biking (protective headgear to be worn and excluding competitions), netball, paragliding, parasailing (towed by boat), parachuting (static line only, excluding sky diving), pedalo, polo, pony trekking (protective headgear to be worn), quad biking (protective headgear to be worn and booked with licensed operator), river canoeing, kayaking and rafting (in calm water not sea or white water above grade 3), rambling, roller blading, rounders, rowing, rugby, safaris (provided that the **Insured Person** will not be using a firearm), sail boarding, sailing and yachting (inshore/coastal waters – within 12 miles of coastline), scuba diving (as long as not flying within 24 hours of last dive) up to a depth of 10 metres as standard or up to a depth of 30 metres maximum (as long as PADI qualified or equivalent to that depth), sand surfing, sand safaris, skating, skin diving, snorkelling, soccer, squash, surfing, swimming, table tennis, ten pin bowling, tennis, trekking (established, documented, paths/tracks/mapped routes) tug-of-war, underground activities (as part of an organised excursion or tour), via ferrata, volleyball, war games, water polo, water skiing (excluding jumping), weightlifting and wind surfing.

There is no cover under Section 7 – Personal Liability for jet skiing, sailing and yachting.

Optional Winter Sports Extension

The following Sections 12, 13, 14 and 15 only apply if wintersports extension is shown in **Your** policy certificate as being included.

Wintersports cover under this will also include:

Bobsleighting, cross country skiing (on recognised paths), curling, ice hockey (other than on an indoor ice rink), off piste skiing (in areas considered safe by the ski resort management or ski school), ski boarding, skidooring, sledging, sleigh riding (through a licensed operator), snowboarding, snowshoeing, snow skiing and snowmobiling.

There is no cover under Section 7 – Personal Liability for skidooring or snowmobiling.

Helpful Hints for Your Winter Sports Journey

- Whilst skiing is fun there are rules and regulations that apply and **You** can be prosecuted for behaving in a reckless or dangerous manner. **You** should read and understand International Ski Federation (FIS) rules before **You** ski.
- If **You** are not skiing with an instructor or guide **You** should check that the area **You** wish to ski in is suitable for a skier of **Your** level – obtain advice from the local ski school.

NEVER SKI IN CLOSED AREAS – IT IS EXTREMELY DANGEROUS AND INSURANCE COVER MAY BE INVALIDATED.

- When leaving skis in racks try to liaise with a friend to ensure that skis are not left in pairs – ‘mix and match them’ as thieves prefer only to take pairs.

Section 12 – Ski Equipment

To pay up to €750 in total (after taking into account a deduction for wear and tear and depreciation) in respect of accidental permanent loss of or damage to **Ski Equipment** being the property or responsibility of the **Insured Person** occurring during the **Operative time of cover**

PROVIDED THAT:

1. the **Company** shall not be liable for more than:
 - A. €300 in total in respect of **Ski Equipment** hired by or to the **Insured Person**
 - B. €300 in total in respect of any one article, pair or set irrespective of single or joint ownership
2. the **Company** shall have the option of repair, replacement, reinstatement or cash payment based on the intrinsic value of the article(s) in question.

Excess

This insurance does not cover the first €75 per **Insured Person** in respect of each separate incident giving rise to a claim hereunder.

Exclusions

(also see General Exclusions on page 6)

This insurance does not cover:

1. Loss or damage caused by or arising from:
 - A. delay, confiscation or detention by Customs or other officials or authorities
 - B. fraud or deception.
2. Loss of or damage to sports equipment whilst in use.
3. Loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, insects, parasites, vermin, mechanical or electrical breakdown, scratching, denting or any process of cleaning, drying, alteration or repair.
4. Shortages due to error, omission or depreciation in value.
5. This insurance does not cover:
 - A. theft or attempt thereof of **Ski Equipment** from any **Unattended Vehicle**:
 - i. between the hours of 8pm and 9am local time
 - ii. at any other time unless such vehicle has been secured from unauthorised entry and the **Ski Equipment** is:
 - a. hidden from view within the vehicle
or
 - b. secured within a purpose-built lockable container fastened to the exterior of the vehicle and there is evidence that such theft involved violent and forcible means
 - B. theft or loss of **Ski Equipment** not reported to the local police within 24 hours and a written report obtained from them.

Section 13 – Ski Equipment Hire Charges

To pay up to €300 in total in respect of the reasonable and necessary charges for the emergency hire of **Ski Equipment** if during the **Operative time of cover** the **Insured Person** is deprived of the **Ski Equipment** taken on the **Journey** for 12 hours or more from the time of arrival at the booked destination on the outward leg of the **Journey** due to delay or misdirection by the carrier (e.g. airline)

PROVIDED THAT:

1. the non-arrival of the **Insured Person's Ski Equipment** is reported IMMEDIATELY to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
2. the **Insured Person** submits to the **Company** the receipts for all hire charges together with the carrier's written report (or Property Irregularity Report) and written confirmation from the carrier of the number of hours delay.

Section 14 – Piste Closure

IMPORTANT this Section is only valid for **Journeys** during peak season for the ski resort the **Insured Person** is skiing/snowboarding in. To pay up to €300 in total if during the **Operative Time of Cover** it is not possible for the **Insured Person** to ski in the resort to which he/she had pre-booked to travel and in which he/she had intended to ski due to the total closure of all on piste skiing facilities solely and directly as a result of lack of snow or excessive snow or avalanche or threat of avalanche such payment being in respect of:

1. the cost of transfer to an alternative ski area up to a maximum of €20 per day for each full day that the **Insured Person** is unable to ski in such resort plus up to €20 per day for the purchase of a lift pass or if no alternative on piste skiing areas are available
2. compensation at the rate of €30 per day for each full day that the **Insured Person** is due to ski in such resort but is unable to do so as a result of such total closure of all on piste skiing facilities up to the maximum €300 stated above PROVIDED THAT the **Insured Person** provides the **Company** within 30 days of returning from the **Journey** with written confirmation from the tour operator's representative (or if unavailable – the ski lift operators) of the dates of closure and reason for closure of such on piste skiing facilities.

Section 15 – Unused Ski Pack

To pay up to €375 in total in respect of the proportional return of the irrecoverable pre-booked cost of the lift pass, ski-school or **Ski Equipment** hire as a direct result of the **Insured Person** sustaining accidental bodily injury or suffering the onset of illness during the **Operative time of cover** which prevents him/her from using skiing facilities whilst certified medically unfit to do so PROVIDED THAT the **Company** has accepted liability under Section 1 – Medical and Other Expenses for the medical, hospital or treatment costs or expenses incurred in respect of such injury or illness or would have accepted liability for such costs or expenses had they been incurred outside of Spain or were it not for the Excess under that Section of this policy.

How to Make a Claim

If there are any circumstances that may give rise to a claim under this policy the **Insured Person** (or his/her legal or personal representatives) must in respect of any claim:

1. contact the **Claims handler** as soon as practicable but in any event within 30 days of such circumstances arising (or within 30 days of returning from the **Journey** if such circumstances arise during the **Journey**)

Contact details:

Insurance Administration Services Limited
P.O. Box 9, Mansfield, Notts. NG19 7BL
Telephone: 0845 812 3441

giving brief details of the circumstances and requesting a claim form. When contacting the **Claims handler** please quote scheme reference **SIS Travel** and the policy number stated in the policy certificate.

2. complete and return the claim form together with all original receipts, reports and evidence requested on the claim form.

All claims must be substantiated by original receipts, valuations, medical, police or other report(s) as applicable. Please note that in certain circumstances more immediate action is required to ensure that **Your** claim is not prejudiced i.e.

1. **Cancellation Claims** – notification of cancellation of the **Journey** MUST be given:
 - A. verbally or in writing to the **Claims handler**
 - B. in writing to the tour operator or travel agent or in respect of **Journeys** not arranged via a tour operator or travel agent to the accommodation and transport providers IMMEDIATELY the circumstances giving rise to the claim occur
2. **Curtailement Claims** – notification of **Curtailement** of the **Journey** MUST be given to the **Assistance Company** PRIOR TO departing to return home
3. Delayed Baggage (and/or **Ski Equipment** Hire Charges if applicable) Claims – the non-arrival of the **Insured Person's** baggage (and/or **Ski Equipment** if applicable) MUST be reported IMMEDIATELY to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
4. Medical Expenses Claims – the **Assistance Company** MUST BE NOTIFIED PRIOR TO:
 - A. the **Insured Person** being admitted as an inpatient at any hospital, clinic or nursing home
 - B. any repatriation arrangements being made
 - C. burial, cremation or transportation of the **Insured Person's** body
 - D. any hospital transfer being arranged or return home costs incurred under Section 2 sub-section 1 or sub-section 2.

For assistance telephone: +44 (0)2920 474131 or fax: +44 (0)2920 468797 or email: assistance@global-response.co.uk

When contacting the **Assistance Company** please advise them that **You** are insured under scheme reference **SIS Travel** and quote the policy number stated in the policy certificate

5. Missed Departure Claims – the **Insured Person** MUST check in at the coach terminal, rail terminal, port or airport according to the official itinerary supplied and obtain:
 - A. written confirmation from the carriers (or their handling agents) of the number of hours delay and the reason for such delay
 - B. a repairer's report in the event of a claim in respect of accident, damage to or breakdown of the private motor vehicle in which the **Insured Person** was travelling
6. **Money** and/or **Valuables** Claims – all losses of **Money** and/or **Valuables** MUST be reported to the police within 24 hours of discovery and a written report obtained from them. Loss of travellers cheques and credit cards MUST be reported to the appropriate issuing authority within 24 hours of discovery
7. Passport Claims – loss of passport MUST be notified IMMEDIATELY on discovery to the nearest British Consulate (or if not holding a British passport to the **Insured Person's** nearest Embassy) and a written report of the loss obtained from them
8. Personal Baggage (and/or **Ski Equipment** if applicable) Claims – loss or damage occurring in transit MUST be reported IMMEDIATELY on discovery to the carrier (e.g. airline) and a written report (or in the case of an airline a Property Irregularity Report) obtained from them. All other losses MUST be reported to the local police within 24 hours of discovery and a written report obtained from them
9. Personal Liability Claims –
DO NOT admit liability or offer or promise any payment or indemnity
DO
 - A. forward to the **Claims handler** IMMEDIATELY upon receipt every letter, claim, writ, summons or process
 - B. notify the **Claims handler** in writing IMMEDIATELY **You** have knowledge of any impending prosecution, inquest, fatal accident or official inquiry in connection with any accident that may result in a claim
10. Piste Closure Claims – **You** MUST provide the **Company** within 30 days of returning from the **Journey** with written confirmation from the tour operator's representative (or if unavailable – the ski lift operators) of the dates of closure and reason for closure of such on piste skiing facilities
11. Hospitalisation/Unprovoked Assault/Hijack and Kidnap Benefit Claims – **You** MUST provide the **Company** within 30 days of returning from the **Journey** with the appropriate medical certificate/ police report/written evidence
12. Travel Delay Claims – the **Insured Person** MUST obtain written confirmation from the carriers (or their handling agents) of the number of hours delay in departure of the coach, train, sea vessel or aircraft in which the **Insured Person** was booked to travel and the reason for such delay.

PLEASE REFER to the appropriate section for full details. **You** must also:

Give all information and assistance that the **Insurers** may require. Comply with all reasonable deadlines set by the **Insurers**. Comply with all deadlines set by any court or legally empowered authority for the disclosure of information, production of proof, evidence and/or documentation and provision of assistance.

FAILURE TO COMPLY WITH THE TERMS OF THIS POLICY MAY PREJUDICE ANY CLAIM.