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Welcome

Thank you for choosing Chubb Travel Insurance.

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

This Policy pays benefits, in accordance with this Policy Wording, in the event that **You** need to cancel **Your Trip** before it begins.

This Policy does not cover any pre-existing medical conditions.

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

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



Ignacio Borja
Country President Iberia
Chubb European Group SE

Table of Benefits

Section	Benefit Amounts / Limit of Liability	Excess ¹
1. Cancellation	Flight Cost ² plus up to €500 for unused travel costs	X
2. Curtailment	up to €500	✓

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

² Flight Cost means the total cost of your flight as shown on your flight booking confirmation.

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

Important Information

How to Claim

Guidance on how to make a **Claim** under this Policy is detailed on page 13 in this Policy Wording.

How to Cancel

Guidance on how to cancel this Policy is detailed on page 14 in this Policy Wording.

General Conditions and General Exclusions

There are certain Conditions and Exclusions which apply to all sections of this Policy, and these are detailed on pages 11 to 13 and 14 to 19 in this Policy Wording.

Persons Covered

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

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

Policy Definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy and are shown by using bold text and capital letters. All Policy definitions are applicable to this Policy as a whole, and are detailed on pages 21 to 22 in this Policy Wording.

Trips Covered

A **Trip Abroad** during the **Period of Insurance** that takes place entirely within the Area of Travel stated in the Policy Schedule, as long as **You** have booked a return flight to **Your** country of origin before you depart for **Your Trip**.

Trips Not Covered

We will not cover any Trip

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

The Cover We Provide

The maximum amount We will pay under each Section that applies is detailed in the Table of Benefits on page 4 in this Policy Wording.

When You Are Covered

1. Cancellation cover under Section 1 begins when a **Trip** is booked, or from the commencement date and time Stated in the Policy Schedule, whichever is later. It ends when **You** start **Your Trip**.
2. Insurance cover under all other Sections operates for a **Trip** that takes place during the **Period of Insurance**.

When Cover Will End Automatically

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

Automatic Extension of the Period of Insurance

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

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

Section 1 - Cancellation

What is covered

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

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

3. the police requiring **You** or **Your Travelling Companion's** presence following a burglary or attempted burglary at **You** or **Your Travelling Companion's** home.
4. serious fire storm or flood damage to **You** or **Your Travelling Companion's** home, provided that such damage occurs within the 7 days immediately prior to commencement of **Your Trip**.
5. the compulsory jury service or subpoena of **You** or **Your Travelling Companion**
6. **You** or **Your Travelling Companion** being made redundant and having registered as unemployed.

What is not covered

1. **Any Claim Due To**
 - A. **any pre-existing medical condition affecting any person upon whom Your Trip depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in Your having to cancel Your Trip;**
 - B. **jury service or subpoena if You or Your Travelling Companion are called as an expert witness or where Your or their occupation would normally require a Court attendance;**
 - C. **redundancy where You or Your Travelling Companion:**
 - i) **were unemployed or knew that You or they may become unemployed, at the time the Trip was booked;**
 - ii) **are voluntarily made redundant or made redundant as a result of misconduct or following resignation;**
 - iii) **are self-employed or a contract worker;**

- D. **any adverse financial situation causing You to cancel Your Trip, other than reasons stated within the section 'What is covered'.**
 - E. **You or Your Travelling Companion(s) deciding that You do not want to travel, unless that reason for not traveling is stated within the section 'What is covered'.**
 - F. **The failure to obtain the necessary passport, visa or permit for Your Trip.**
2. **Any loss, charge or expense Due To:**
- A. **a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking;**
 - B. **prohibitive regulations by the government of any country.**
3. **Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees associated in relation to timeshares or similar arrangements.**

Section 2 – Curtailment

What is covered

We will pay:

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

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

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

Qualified Medical Practitioner who specialises in obstetrics); or

- E. being compulsorily quarantined on the orders of a treating **Doctor**;
provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor**.

3. The police requiring **You** or **Your Travelling Companion's** presence following a burglary or attempted burglary at **Your** or **Your Travelling Companion's** home
4. Serious fire storm or flood damage to **Your** or **Your Travelling Companion's** home; provided that such damage occurs after **Your Trip** commences.

What is not covered

1. **Any Claim Due To**
 - A. **any pre-existing medical condition affecting any person upon whom Your Trip depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in Your having to Curtail Your Trip;**
 - B. **any adverse financial situation causing You to Curtail Your Trip;**
 - C. **You or Your Travelling Companion(s) deciding that You do not want to remain on Trip.**
2. **Any loss, charge or expense Due To:**
 - A. **a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to Curtail a booking;**
 - B. **prohibitive regulations by the government of any country.**

3. **Any charge or expense paid for with, or settled using any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.**
4. **Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the Trip.**
5. **The Excess.**

General Exclusions

Exclusions that apply to the whole Policy.

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

1. **Persons Covered**
You do not meet the criteria detailed under Important Information on page 5 of this Policy.
2. **Children travelling alone**
You are a Child travelling or booked to travel without an adult Person Insured named in the Policy Schedule.
3. **Trips not covered**
Your Trip is described under "Trips Not Covered", on page 5 of this Policy.
4. **any Claim is Due To:**
 - A. **Not taking medication or treatment**
a Person Insured choosing not to take medication or other recommended treatment as prescribed or directed by a Doctor.
 - B. **Tropical disease where not vaccinated**
a tropical disease where the Person Insured has not had the vaccinations or taken the medication recommended by the Spanish Ministry of Health or required by the authorities in the country being visited, unless they have written confirmation from a Doctor that they should not be vaccinated or take the medication, on medical grounds.
 - C. **Anxiety state or phobia**
a Person Insured suffering from any travel-related anxiety state, or phobia.
 - D. **Currency**
Currency exchange, including but not limited to any loss of value or currency conversion fees.
 - E. **Illegal Acts**
Any illegal act by You.
 - F. **Alcohol/drugs**
 - i) **Alcohol**
You drinking too much alcohol, alcohol abuse or alcohol dependency.
We do not expect You to avoid alcohol on Trip, but We will not cover any Claims arising because You have drunk so much alcohol that Your judgement is seriously affected and You need to make a Claim as a result (for example any medical report or evidence showing excessive alcohol consumption which in the opinion of a Doctor has caused or contributed to the bodily injury).
 - ii) **Drugs**
You taking any drugs in contravention of the laws applicable to the country You are travelling to, or having an addiction to or abusing any medications, or being under the influence of any non-prescribed medication which is classified as a legal high in the country You are travelling to.
 - G. **Suicide/self-injury**
 - i) **Your suicide, attempted suicide or deliberate self-inflicted injury**
regardless of the state of Your mental health; or
 - ii) **Your needless self-exposure to danger or where You have acted in a manner contrary to visible warnings signs**
except in an attempt to save human life.

- H. **Radiation**
 - i) **ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or**
 - ii) **the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.**
- I. **Sonic waves**
pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.
- J. **War**
War or any act of War whether War is declared or not.
- K. **Financial Failure**
The financial failure of a tour operator, travel agent, transport provider, accommodation provider, ticketing agent or excursion provider.

Making a Claim

Conditions that apply to the whole Policy.

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

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

We can be contacted at:

Email: travelinsurance@broadspire.eu

Tel: +34 938 004 788

Claim Conditions

Other Insurance

If, at the time of an incident which results in a **Claim** under this Policy, there is any other insurance covering the same **Loss**, damage, expense or liability, **We** are entitled to approach that insurer for a contribution towards the **Claim**, and will only pay **Our** proportionate share.

Recovering Our Claims Payments from Others

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

Complying with Special Conditions

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

Supplying Details & Documents

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

Your Duty to Avoid or Minimise a Claim

You and each **Person Insured** must take ordinary and reasonable care to safeguard against **Loss**, damage, **Accident**, injury or illness as though **You** were not insured.

Sending Us Legal Documents

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

Subrogation

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

Recognising Our Rights

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

1. settle all **Claims** in Euros;
2. be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which **We** pay to **You** or on **Your** behalf;
3. be supplied at **Your** expense with appropriate original medical certificates where required before paying a **Claim**;
4. request and carry out a medical examination and insist on a post-mortem examination, if the law allows **Us** to ask for one, at **Our** expense.

Fraudulent Claims

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

Paying Claims

If **You** are 18 years or over, **We** will pay the **Claim** to **You** and **Your** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.

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

General Conditions

Conditions that apply to the whole Policy.

Pre contractual information

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

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

Applicable Law

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

Eligibility

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

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

Economic and Trade Sanctions

This insurance does not apply to the extent that resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, the member states of the European Union, or United States of America prohibit Chubb European Group SE, Spanish branch from providing insurance, including but not limited to the payment of claims or the provision of any other benefit.

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

Complaints Procedure

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

a) Internal Procedure

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

Departamento de Reclamaciones

Paseo de la Castellana 141, 6th Floor

28046 Madrid

E-mail: reclamaciones.es@chubb.com

Fax: + 34 91 837 67 76

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

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

Defensor del Asegurado:

LEGSE Abogados

E-mail: defensordelasegurado@legse.com

Fax + 34 915 76 08 73

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

b) External Procedure

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

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

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

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

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

Data Protection

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

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

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

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

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

Contract

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

Misrepresentation and Non-Disclosure

You must take reasonable care to ensure that all of the information provided to **Us** in the application process, in "Your Declaration to Us", by correspondence, over the telephone, on claim forms and in other documents is true, complete and accurate. Please note that providing incomplete, false or misleading information could affect the validity of this Policy and may mean that all

or part of a **Claim** may not be paid. **You** acknowledge that **We** have offered the Policy and calculated the premium using the information which **We** have asked for and **You** have provided, and that any change to the responses provided may result in a change in the terms and conditions of the Policy and/or a change in the premium.

Interest

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

Bank Charges

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

European Online Dispute Resolution Platform

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

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

Express Consent. Acknowledgement of receipt of information

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

Likewise, pursuant to Article 3 of Spanish Act 50/80, of 8 October, on Insurance Contracts, and as an additional covenant to the Specific Terms and Conditions, the Insured Person declares to have read, analysed and understood the content and scope of all the clauses of this contract and, particularly, those

which, duly highlighted in bold, may limit their rights. In witness of their acknowledgement, express agreement and full approval thereof, the Insured Person grants their consent by checking the box next to the insurance option which they wish to take out.

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

Obligations of the Policyholder

Risk Declaration

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

Informing of Changes in the Risk

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

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

The Insurer may also cancel the contract by sending a notification to the Insured Person within a month of being informed of the said aggravation.

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

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

In such a case, when the current period covered by the premium expires, the Insurer will reduce the future premium by the corresponding proportion. Otherwise, the Policyholder will be entitled to cancel the contract and to be reimbursed the difference between the premium they paid and the one they should have paid from the time they informed the Insurer of the reduction in the risk.

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

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

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

If there is no proof of a dishonest act, a reduction will be applied to the compensation on the basis of paid premiums corresponding to those which would have been applied if the

risks had been declared accurately and completely.

Premium Payment

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

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

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

Other information

Basis of the Insurance

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

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

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

Effective Date of the Insurance

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

Term of the Contract

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

Subrogation:

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

Prescription:

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

Notifications:

- a. Notifications addressed to the Insurer shall be sent to its registered office, specified in the Policy. Notifications made and premiums paid by the Policyholder to an Authorised agent/representative of the Insurer shall have the same effects as if they had been made directly to the Insurer.
- b. Notifications made by an Insurance Broker to the Insurer shall have the same effects as if they had been made by the Policyholder, unless otherwise specified by the Policyholder.
- c. Notifications made by the Insurer to the Policyholder, Insured Person or

Beneficiary shall be sent to their address indicated in the Policy.

Currency

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

Other Insurance

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

Claim Notification and Compensation Payment Processes

The Insured Person must inform the Insurer by calling +34 938 004 788 or via email

travelinsurance@broadspire.eu , attaching the supporting documents of the reason for cancelling the Trip and the relevant original invoices or receipts.

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

Our priority is to manage your claims promptly. To be able to do so, we need you to provide us with the relevant information as soon as possible after a claim occurs. Find below a list of the type of information you must submit as an integral part of your claim.

General Definitions

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

Abroad

Outside **Spain**

Accident, Accidental

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

Adverse Weather

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

Age Limit

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

Child, Children

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

Chubb

Chubb European Group SE

Claim, Claims

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

Close Business Colleague

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

Cruise

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

Curtail, Curtailed, Curtailment

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

Doctor

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

1. a **Person Insured**; or

2. a relative of the **Person Insured** making the **Claim**,

unless approved by **Us**.

Due To

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

Europe

Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Eire, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza; Corsica; Sardinia; Sicily; Malta, Gozo; Crete, Rhodes and other Greek Islands; Cyprus), Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine.

Excess

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

Immediate Family Member

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

Insured Adult

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

A person with parental responsibility, or a legal guardian.

Partner

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

though they were **Your** spouse or civil partner.

Period of Insurance

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

Premium

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

Public Transport

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

Travelling Companion(s)

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

Trip

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

War

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

We, Us, Our, Ourselves, The Insurer

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

Winter Sports

Bigfoot skiing, bobsleighbing, cross-country skiing, glacier skiing, heli-skiing, kite snowboarding, langlauf, lugging, mono-skiing, skidoing, skiing, ski acrobatics, ski flying, ski jumping, ski racing, ski touring, sledging, snowblading, snowboarding, snowmobiling, speed skating, tobogganing.

You, Your, Person(s) Insured

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

Contact Us

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About Chubb

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

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

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

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