# Danske MasterCard Corporate Gold-

Travel Benefits



# Travel Benefits Danske Corporate Gold Cards

Northern Bank Limited (the Bank) has taken out a travel insurance policy with AIG Europe Limited (the insurer). The policy covers losses suffered by the Cardholder of a **MasterCard** (as defined in the extract from the policy below) and certain family members of the Cardholder.

The Bank holds the policy, and the rights under it, as trustee for these beneficiaries. The Bank is the sole policyholder and only the Bank has rights against the insurer and the entitlement to claims monies payable by the insurer or any other benefits to be made available by the insurer under the terms of the policy. Cardholders (and the other beneficiaries) are not party to a traditional insurance contract and have no rights under the policy and are not policyholders. Cardholders and the other beneficiaries are not able to take action under the policy against AIG Europe Limited (and the Contracts (Rights of Third Parties) Act 1999 does not apply) but, as beneficiaries of the trust, they will be entitled to receive the benefit of claims made under the policy in respect of their insured losses.

Northern Bank Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. However the Financial Conduct Authority and Prudential Regulation Authority do not regulate the provision of this benefit; Cardholders and the other beneficiaries will not qualify as a customer of the Bank or of AIG Europe Limited under the rules of the Financial Conduct Authority and the Prudential Regulation Authority and will not be entitled to the protection of those rules.

In the event of the insolvency of AIG Europe Limited, compensation from the Financial Services Compensation Scheme will not be available.

The Bank will appoint a Cardholder as its agent to make claims that relate to his/her insured losses (or those of other family members within the policy coverage). The cardholder may therefore contact the insurer directly to make a claim and does not need to notify the Bank separately. The appointment will extend to the agreement of sums payable by the insurer, the receipt of claims monies (which may therefore be paid directly to the Cardholder or as he or she directs). In all these respects, the Cardholder will be acting as agent of the Bank. Neither the Cardholder nor any other beneficiary has any entitlement to commence legal proceedings as the agent of the Bank. By making a claim, as agent of the Bank, the Cardholder will be accepting this appointment and acknowledging that in certain circumstances the Insurer may have the right to recover claims monies paid (a) if pre-conditions stipulated in this policy (see extract below) have not been met or (b) if the circumstances that have given rise to a claim no longer apply (for example, if a beneficiary is presumed mistakenly to have died - see Section A 1 and 2 Extension - Disappearance in the extract below).

Every effort is made to ensure the Cardholder and the other Beneficiaries will receive a high standard of service. If the Cardholder is not satisfied with the service he or she has received, he or she should contact: a) in relation to the Insurer

If the complaint is not about a claim:

The Customer Service Manager Danske Bank Travel Insurance

PO Box 2157

Shoreham by Sea, West Sussex,

BN43 9DF

Phone: 0845 602 6877

E-mail: uk.claims@travelguard.com

If the complaint is about a claim:

The Customer Care Manager Travel Guard Claims Department

PO Box 2157

Shoreham by Sea, West Sussex,

BN43 9DH

Phone: 0845 603 9892

E-mail: uk.claims@travelguard.com

b) in relation to the Bank

Danske Bank

PO Box 183

Donegall Square West

Belfast

BT1 6JS.

The Bank and AIG Europe Limited will do their best to resolve any difficulty directly with the Principal Cardholder but, if they are unable to do this to the Principal Cardholder's satisfaction, the Principal Cardholder may be entitled to refer the matter to the Financial Ombudsman Service at the address below. The Bank and AIG Europe Limited will advise the Principal Cardholder how to do this.

Financial Ombudsman Service

Exchange Tower

London F14 9SR

Phone: 0800 0 234 567

(free for people phoning from a "fixed line", i.e. a

landline at home) 0300 1 239 123

(free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

E-mail: complaint.info@financial-ombudsman.org.uk

The following is an extract from the policy setting out the terms and conditions of the coverage:

MasterCard Corporate Gold -Extract from Policy No. PAC 007001

#### 1. General Definitions

There are words and expressions used in this policy which have a specific meaning, and sometimes those meanings are unique to this policy. These words are shown below and each time one of them is used in the policy, it is shown in bold type. Plural forms of the words defined have the same meaning as the singular form.

#### Accident

A sudden, unforeseen and unexpected event caused by violent, visible and external means.

#### Assault

Bodily injury caused as the direct result of:

- an unprovoked malicious attack on the beneficiary by another person; or
- · theft or attempted theft of the beneficiary's property

#### Bank

Northern Bank Limited trading as Danske Bank whose registered address is at Donegall Square West, Belfast, BT1 6.IS

# Beneficiary

A cardholder or the spouse or partner of a cardholder when travelling together on a covered journey and children accompanying a cardholder on a covered journey.

#### Bodily injury

Bodily injury sustained by the beneficiary.

#### Cardholder

A person to whom a **MasterCard** has been issued by the **bank** or a person in respect of whom the **bank** has accepted an application for a **MasterCard**, provided that the relevant **MasterCard** has not been cancelled as at the commencement of a **covered journey**.

#### Child

The dependant child or children of a **cardholder** or of a **cardholder**'s spouse or **partner** (including step children and legally adopted children) up to and including 23 years of age.

# Covered journey

Subject as hereafter provided, the first 60 days of any journey, which is completed in the period of coverage, such journey commencing from the time the beneficiary leaves their usual place of residence or usual place of business or school, as the case may be, in the United Kingdom, and terminating on return to their usual place of residence or usual place of business or school, as the case may be, in the United Kingdom and involving:

 travel in connection with the business of the beneficiary provided that a journey that does not extend beyond a day must involve travel outside a region and that travel between the beneficiary's usual place of residence and usual place of business or school is excluded; and/or  travel away from the beneficiary's usual place of residence, provided that a journey that does not extend beyond a day must involve travel outside a region and that travel between the beneficiary's usual place of residence and usual place of business or school is excluded.

Provided that if cancellation of such journey is the subject of a claim under Section C1 (cancellation and curtailment charges) such journey will be a covered journey to that extent and for the related purposes of this policy, notwithstanding that although booked during the period of coverage such cancellation has prevented it being undertaken during the period of coverage.

Provided further that if a covered journey exceeds 60 days' duration as a result of a mishap beyond the control of the beneficiary, coverage provided under this policy will remain in force for a period not exceeding a further 21 days, or if earlier, until the beneficiary returns to their place of residence in the United Kingdom.

Provided further that in the event of a hijack and while the beneficiary is subject to the control of the person(s) or their associates making the hijack, coverage under this policy shall continue beyond the first 60 days of the covered journey for a period not exceeding twelve months from the date of the hijack or if earlier until the beneficiary arrives at the beneficiary's original destination or the beneficiary's usual place of residence in the United Kingdom.

Provided further that the cover will not apply until the bank accepts the application of the relevant cardholder for a MasterCard.

# Curtailment or curtailed

The cutting short of a **covered journey** after the commencement of such **covered journey**.

# Dental expenses

The cost of emergency dental treatment provided to the **beneficiary** by a registered dentist.

# Hijack

Unlawful seizure or wrongful exercise of control of an aircraft or conveyance and the crew thereof on which the **beneficiary** is travelling as a passenger (and not as a crew member) during a **covered journey**.

# Insurer

AIG Europe Limited, an insurance undertaking duly authorised to underwrite non-life insurance in the United Kingdom.

#### MasterCard

The bank's MasterCard Corporate Gold Credit Card.

#### Money

Coins, bank or currency notes, banker's drafts, bills of exchange, letters of credit, luncheon vouchers, credit, debit or charge cards, phone cards, postal or money orders, travellers cheques, travel tickets, petrol or other coupons with a monetary value, or credit vouchers which belong to or are in the custody and control of a beneficiary and are intended for travel, meals, accommodation and personal expenditure only.

#### Partner

Any man or woman living with a **cardholder** as a couple at the same address for a minimum period of six months at the date of booking a **covered journey**.

#### Period of coverage

In respect of a beneficiary, the period whilst the policy remains in force from the date the bank accepts the application of the relevant cardholder for a MasterCard until such cardholder's MasterCard is cancelled.

#### Permanent loss of limb

Loss by permanent physical separation of a hand at or above the wrist or a foot at or above the ankle, or permanent total and irrecoverable loss of use of a hand, arm, foot, or leg with or without permanent separation.

#### Permanent loss of sight

Permanent, total and irrecoverable loss of sight:

- a) in both eyes if the beneficiary's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what the **beneficiary** should see at 60 feet).

#### Permanent total disablement

Permanent disablement which entirely prevents the **beneficiary** from attending to any business or occupation of any and every kind and which, having lasted at least twelve calendar months is at the expiry of that period, in the opinion of a qualified medical practitioner, beyond hope of improvement for the remainder of their life.

#### Policy

This policy of insurance (numbered PAC 007001) between the **insurer** and the **bank**, held by the **bank** as trustee for the benefit of the **beneficiaries**.

# Pre-existing Medical Condition

In respect of the beneficiary:

- a) any medical condition of which the beneficiary has been informed or made aware of or for which the beneficiary has received treatment at a hospital, clinic, or doctor's surgery (including repeat prescriptions and the like) in the twelve months before the covered journey was booked:
- b) any heart related condition or hypertension for which the beneficiary has been prescribed ongoing medication, or any heart related operation, stroke, arterial disease, kidney disease, malignant disease (cancer), lung or respiratory disease (excluding controlled asthma for which the beneficiary has not received inpatient hospital treatment in the twelve months prior to the booking of the covered journey), motor-neurone disease, Parkinson's disease or Alzheimer's disease of which the beneficiary has been informed or made aware of prior to the booking of the covered journey;
- any terminal illness of the beneficiary which has been diagnosed prior to the booking of the covered journey.

#### Property irregularity report

A report by an airline or other carrier recording lost luggage.

#### Region

The county in which the **beneficiary's** usual place of residence or usual place of business or school is located.

#### Valuables

Antiques, audio equipment, binoculars, computer equipment, furs, items made of precious metals, jewellery, mobile phones and other mobile communication equipment, perfumes, photographic equipment, precious stones, silks, televisions, video and electrical equipment of any kind (including CDs, iPods, mini discs, DVDs, video and audio tapes, MP3 players) and watches.

#### War

Any activity arising out of the use of or attempt to participate in the use of military force between nations and will include civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.

#### 2.Table of Benefits

Section	Benefit	Limits (up to)	Excess
Section A	Accident	£100,000	
	Assault	£50,000	
	Dental expenses	£1,000	
Section B	Medical and	£500,000	£75
	Other Expenses		
Section C1	Cancellation charges	£2,500	£75
	Curtailment charges	£3,000	
Section C2	Flight Delay	£700	
Section D1	Personal Effects		
	and Baggage	£2,500	£75
	Limit of any one item,		
	set, pair (without		
	valuation)	£250	
	Limit on all valuables	£250	
Section D2	Delayed Baggage	£700	
Section E	Personal Liability		
	(personal injury,		
	damage to property)	£500,000	
Section F Legal Expenses		£25,000	
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#### 3. Cancellation

If a MasterCard is cancelled by the bank, the insurance provided by the insurer to the bank under this policy will automatically stop except in respect of any covered journey which has commenced on or before such cancellation.

#### 4. Law

This contract will be governed by the laws of England and Wales.

# 5.Territorial Limits

Worldwide.

# 6. General Condition

Each **covered journey** shall be deemed to be a separate insurance, each being subject to the terms and conditions of this **policy**.

#### 7. General Exclusions

The following exclusions apply to all sections of this **policy** and are in addition to the specific exclusions under each individual section of cover.

The insurer shall not be liable for any claim:

- a) arising out of war;
- b) resulting from loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by 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 nuclear assembly or nuclear components thereof;
- arising either directly or indirectly in the treatment or diagnosis or counselling of either Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC):
- arising directly or indirectly out of, financial incapacity or disinclination to travel;
- e) directly or indirectly occasioned by, happening through or in consequence of aviation, other than flying as a fare-paying passenger in a properly licensed multiengined, passenger carrying aircraft, flown by a properly licensed crew and operated for the transportation of passengers;
- f) if a covered journey exceeds 60 days duration, then (subject to the definition of covered journey) cover is not provided for every day after the 60th day of the covered journey;
- g) resulting from the tour operator, airline or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfil any part of their obligation to the beneficiary;
- h) in respect of taking part in BMX stunt riding, boxing, sports that in the insurer's opinion are classified as extreme sports, hang gliding, high diving over 3 metres, paid manual work, martial arts, micro-lighting, motor rallying, mountaineering and rock climbing (using ropes or guides), parachuting, paragliding other than when attached to a land or sea craft, parasailing, parascending, pot holing, professional or semi-professional sport of any kind, scuba diving to a depth greater than 35 meters, snow ski-jumping, using skeletons or bobsleighs, weightlifting or wrestling; or
- i) in respect of the **beneficiary** taking part in any of the following sporting and hazardous activities when they are the main purpose of the **covered journey**: abseiling, American football, big game hunting, bungee jumping, fencing, go karting (over 120 cc), horse riding, ice hockey, jet skiing, polo, racing on foot for distances of 13 miles or more, safaris using firearms, speed or endurance tests, water skiing, water ski jumping, white water rafting or white water canoeing.

See also the exclusions applying specifically to each Section (see Section 9).

#### 8. Cover

# Section A1 - Accident

In the event of bodily injury caused by an accident during a covered journey, which solely and independently of any other cause (except illness directly resulting from medical or surgical treatment rendered necessary by such bodily injury) within twenty four calendar months of the date of the bodily injury resulting in the beneficiary suffering or incurring any of the conditions specified in this Section, the insurer will pay the applicable one of the amounts specified below:

aj	Death ( <b>beneficiary</b> 18 years or	
	over at the date of bodily injury)	£100,000
	Death (child under 18 years of age at	
	the date of <b>bodily injury</b> )	£2,400
b)	Permanent loss of sight of	
	one or both eyes	£100,000
c)	Permanent loss of limbs (one or more)	£100,000
d)	Permanent total disablement	
	(other than <b>permanent loss of sight</b> of one	£100,000
	or both eyes or permanent loss of limbs	
	(one or more))	
e)	Dental expenses	up to £1,000

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#### Section A2 - Assault

In the event of an assault during a covered journey, which solely and independently of any other cause (except illness directly resulting from medical or surgical treatment rendered necessary by such assault) within twenty four calendar months from the date of the assault resulting in the beneficiary suffering or incurring any of the conditions specified in this Section, the insurer will pay the applicable one of the amounts specified below:

a)	Death (beneficiary over 18 years				
	at the date of the <b>assault</b> )	£50,000			
	Death (child 18 years of age or				
	under at the date of the assault)	£2,400			
b)	Permanent loss of sight of				
	one or both eyes	£50,000			
c)	Permanent loss of limbs (one or more)	£50,000			
d)	Permanent total disablement				
	(other than permanent loss of sight of one	£50,000			
	or both eyes or <b>permanent loss of limbs</b>				
	(one or more))				
e)	Dental expenses	up to £1,000			

# Section A1 and 2 Extension - Disappearance

It is agreed that, subject to all the terms, limitations, conditions and exclusions of this policy, if the beneficiary disappears during the covered journey and their body is not found within 90 days after their disappearance and sufficient evidence is produced satisfactory to the insurer that leads them to the conclusion that the beneficiary has died as a result of bodily injury, the insurer shall pay the death benefit specified in Section A1 or A2 in respect of such beneficiary. It is acknowledged that if the beneficiary is subsequently discovered to be alive, the insurer may have an equitable or other non-contractual right to recover such death benefit and that such recovery should be sought as soon as is reasonably practicable after the discovery.

Please see the general exclusions (Section 7) and specific Section exclusions (Section 9).

#### Section B - Medical & Other Expenses

This **policy** shall extend to cover the following costs incurred by a **beneficiary** during a **covered journey** outside the United Kingdom:

- The cost of reasonable medical, surgical or hospital treatment (including emergency dental treatment but only to the extent necessary for the immediate relief of pain) necessarily incurred, for up to a maximum of 12 months from the date of injury or first date of diagnosis of illness. The insurer reserves the right to pay the amount of costs for repatriating the beneficiary when, in the opinion of a qualified doctor and the insurer's medical advisers, the beneficiary is fit to travel.
- The cost of transporting the remains of a beneficiary to their usual place of residence in the United Kingdom or the cost of a funeral in the country outside the United Kingdom where death occurs.
- The cost of return to the United Kingdom of an injured or sick beneficiary by air ambulance where in the opinion of the insurer's medical advisers such repatriation is medically necessary.
- The reasonable additional cost of continued accommodation and additional expenses necessarily incurred in returning a sick or injured beneficiary to their place of residence in the United Kingdom:
- 5. The reasonable cost of transportation and accommodation (less any possible recovery or saving) up to £150 per complete day and £1,500 in total if an injured or sick beneficiary is an in-patient in a hospital outside the United Kingdom for more than five consecutive days, in respect of:
  - a) travel in connection with the beneficiary's business, an employee of the company or organisation for whom the beneficiary made the covered journey; or
  - a covered journey not involving business travel, one person who needs to travel to, and remain with, a beneficiary.

The maximum payment under Section B is £500,000 in relation to each **beneficiary**.

Please see the general exclusions (Section 7) and specific Section exclusions (Section 9) and Condition Precedent 2 (Section 12).

# <u>Section C1 - Cancellation and Curtailment Charges</u> This policy will cover:

- i) up to a limit of £2,500, travel, and accommodation expenses and the price of excursions of the beneficiary, in respect of the beneficiary's covered journey which have been paid, contracted to be paid or prepaid prior to any occurrence (and which is not recoverable) giving rise to a claim under this Section, if the covered journey is necessarily cancelled or with the advance approval of Travel Guard (telephone +44 (0) 1273 400610 or email: uk.claims@travelguard.com), is curtailed; and
- ii) up to a maximum limit of £3,000 (both in respect of these costs and the expenses covered in paragraph i) above), reasonable transport costs and the reasonable additional costs of resuming the covered journey (which are agreed in advance by Travel Guard) if there are at least 15 days remaining of the covered journey at the date of resumption, if the covered journey is necessarily and with the advance approval of Travel Guard (telephone +44 (0) 1273 400610 or email: uk.claims@travelguard.com), curtailed as a result of:
- a) death, injury or illness of a beneficiary;
- b) death, injury or illness of a cardholder's spouse or partner, or of a person with whom a beneficiary has arranged to travel on a covered journey, or of the father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, child, fiancé(e) or close business associate of a cardholder or the spouse or partner of a cardholder;
- c) compulsory quarantine, jury service or witness call in a court of the United Kingdom of a beneficiary;
- redundancy of a beneficiary commencing after the date the covered journey was booked and qualifying for payment under the current redundancy payment laws; or
- fire at the residence of the beneficiary rendering it uninhabitable 10 days or less before departure.

The maximum payment under Section C1(i) is £2,500 and under Section C1(ii) is £3,000, in relation to each beneficiary up to a maximum limit of £3,000 under both Sections C1(i) and C1(ii) for each beneficiary and subject to a maximum overall limit of £6,000 for each covered journey in respect of all beneficiaries.

Please see the general exclusions (Section 7) and specific Section exclusions (Section 9).

# Section C2 - Flight Delay

If during a **covered journey**, the aircraft on which the **beneficiary** is travelling is:

- delayed by more than 6 hours;
- suspended;
- overbooked; or
- missed because of documented late arrival of a connecting flight and no alternative flight is available;

the **insurer** will pay the reasonable cost of meals, overnight accommodation and other essential

purchases of the **beneficiary** thereby necessitated up to a maximum per **beneficiary** of £100 for each full hour in excess of 6 hours delay and subject to an overall limit of liability of £700, provided such expenditure is supported by original receipts (not copies) and provided the **beneficiary** completes the **covered journey** in the event that it becomes available to be commenced within a reasonable period.

Please see the general exclusions (Section 7) and specific Section exclusions (Section 9).

#### Section D1 - Personal Effects and Baggage

Subject to an overall limit of liability in respect of all beneficiaries of £6,000 per covered journey, this policy will extend to cover loss, theft or damage (including cost of a replacement passport) to a beneficiary's personal effects and baggage (including valuables), during a covered journey up to a maximum of £2,500 per beneficiary and subject to an inner limit of £250 per item, set or pair (which is not a valuable) and an inner aggregate limit of £250 for all valuables. Provided always that in the event of loss or theft, the loss or theft is reported to the police or other appropriate authority as soon as is practicable and in addition that an original receipt or insurance valuation is provided for any item, set or pair (whether or not a valuable) worth more than £250 each.

The **insurer** reserves the right to determine the reasonable value of any item, set or pair (whether or not a **valuable**) which is the subject of a claim under this **policy** where the claim is for more than £250, if the **insurer** is not supplied with an original receipt or insurance valuation in respect thereof

Please see general exclusions (Section 7) and specific Section exclusions (Section 9).

# Section D2 - Baggage Delay

If a beneficiary's personal baggage is delayed or lost for more than 6 hours by an airline, railway or shipping company beyond the time the beneficiary arrives at the final or interim destination on an outbound covered journey, the insurer will pay up to £700 in total in relation to each beneficiary for the purchase of essential items of clothing and toiletries provided such expenditure is supported by original receipts (not copies). Any payment made for delayed baggage will be deducted from any payment subsequently arising in respect of such baggage under Section D1.

Subject to the overall limit of £700 per beneficiary under this Section and if the beneficiary can document that the specific purpose of a covered journey is to participate in a specific sport and the equipment needed to do so is delayed for more than 6 hours on the outbound part of the covered journey the cover provided under this Section shall extend to cover the cost of the beneficiary renting replacement equipment up to a maximum liability of £35 per day and an overall maximum liability of £105 per beneficiary.

The maximum liability for each **covered journey** for all **beneficiaries** under Section D1 is £6,000.

Please see the general exclusions (Section 7) and specific Section exclusions (Section 9).

# Section E - Personal Liability

Cover under this **policy** will extend to a **beneficiary's** legal liability for injury to persons and/or damage to property up to a limit of £500,000 per **beneficiary** for any one event or series of events (including legal costs) arising from events occurring during and in connection with a **covered journey**.

It is a condition for any payments to be made by the **insurer** under this Section that the **beneficiary** shall:

- make no admission of liability and that no admission, arrangement, offer, promise, negotiation, denial of liability or payment shall be made by the beneficiary without the written consent of the insurer, who to the extent entitled by law, may seek to take over and conduct in the name of the beneficiary their defence of any claim or to prosecute in their name for their own benefit any claims for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim; and
- whenever possible, give all such information and assistance as the insurer may reasonably require.

The **insurer** may to the extent permissible in equity or law seek to recover any money paid which the beneficiary subsequently recovers from a third party.

Please see the general exclusions (Section 7) and specific Section exclusions (Section 9).

# Section F - Legal Expenses

The coverage under this **policy** will apply in respect of legal costs and expenses incurred by a **beneficiary** in the pursuit of legal proceedings for compensation or damages directly arising from or out of injury to or death of the **beneficiary** during a **covered journey** up to £25,000 per **beneficiary** provided always that the **insurer** will have complete control over the legal proceedings, selection, appointment and control of lawyers and the **beneficiary** must follow the advices of the **insurer** and the **insurer**'s handling agents. The **insurer** shall only be liable to pay legal expenses incurred with their written consent and shall reserve the right to withdraw at any stage and thereafter they shall not be liable for any further expenses. The **insurer** may, to the extent permissible at law, seek to recover any expenses that the **beneficiary** subsequently recovers from a third party.

Please see the general exclusions (Section 7) and specific Section exclusions (Section 9).

# 9. Specific Exclusions

# Exclusions applying to Sections A (1 and 2), B and C [1 and 2]

The **insurer** shall not be liable for any claim:

- a) arising from any pre-existing medical condition;
- b) if at the time of booking a **covered journey**, the **beneficiary** is:

- i) on a hospital waiting list for treatment or investigation or awaiting the results of medical tests,
- ii) travelling contrary to medical advice or specifically to obtain medical treatment,
- iii) travelling after a terminal prognosis has been made,
- iv) expected to give birth during the covered journey or within two months of date of arriving back at their place of residence in the United Kingdom,
- requiring medication or treatment which they know, at the start of the covered journey, will be needed while outside the United Kingdom.
- arising whilst the beneficiary is engaged or taking part in Military, Air Force or Naval Service or Operations (other than reserve or volunteer training);
- d) directly or indirectly caused or contributed to by intentional self-injury, suicide or attempted suicide, the beneficiary provoking an assault, fighting (except in bona fide self-defence) or from the beneficiary's own criminal act, or whilst engaged or taking part in civil commotions or riots of any kind;
- e) in respect of dental expenses resulting from eating food (including objects found in food), normal wear and tear or taking part in boxing or rugby, unless wearing the appropriate mouth protection;
- f) in respect of dental expenses incurred more than 90 days after the date of the bodily injury;
- g) occasioned by or occurring whilst the beneficiary is in a state of insanity (temporary or otherwise);
- n) occasioned by or occurring whilst riding or driving in any kind of race;
- i) occasioned by or occurring whilst engaged or taking part in mountaineering or rock climbing (normally involving the use of ropes and/or guides);
- consequent upon the beneficiary being under the influence of alcohol, or a drug or drugs;
- k) in respect of emergency medical or in-hospital medical treatment not approved in advance by Travel Guard; or
- the first £75 of each claim (this excess does not apply to claims under Section A or C2) in respect of each beneficiary.

Please also see the general exclusions (Section 7).

# Exclusion applying to Section B

The **insurer** shall not be liable for any claim arising from treatment of any illness and/or injury occurring on trips made while within the United Kingdom.

# Exclusions applying to Section C1

The **insurer** shall not be liable for any claim:

- a) due to a medical condition or any illness of any of the persons specified in Section C1b) which the beneficiary knew about before commencing the covered journey;
- b) where curtailment of the covered journey is not approved in advance by Travel Guard.

Please also see the general exclusions (Section 7).

# Exclusions applying to Section D (1 and 2)

The insurer shall not be liable for:

- a) damage due to moth, vermin, wear, tear and gradual deterioration;
- b) loss of money;
- c) losses arising from confiscation or detention by customs or other officials;
- d) property otherwise insured;
- any luggage lost whilst in the custody of an airline or other carrier unless such loss is reported to the airline or other carrier within 24 hours and a property irregularity report (or other appropriate lost luggage report if a property irregularity report is not available) is obtained;
- f) losses not reported to the police or appropriate authorities within 24 hours of discovery and a written report not obtained;
- g) the full value of any item, set or pair worth more than £250 for which the beneficiary has not obtained an original receipt or insurance valuation before the loss occurs;
- any expenses incurred due to baggage delayed on an inbound part of a covered journey back to the United Kingdom; or
- the first £75 for each claim in relation to each beneficiary in respect of Section D1.

Please also see the general exclusions (Section 7).

# Exclusions applying to Section E

The insurer shall not be liable for:

- any liability arising from an injury or loss or damage to property:
  - a) owned by a beneficiary, a member of a beneficiary's family or household or a person employed by a beneficiary; or
  - b) in the care, custody or control of a beneficiary, a member of a beneficiary's family or household or a person employed by a beneficiary;
- 2. any liability, injury, loss or damage:
  - a) to a member of a beneficiary's family or household (other than a cardholder or child) or a person employed by a beneficiary;
  - b) while carrying out a beneficiary's trade, profession or business;
  - c) arising out of a contract entered into by a beneficiary;
  - d) arising out of the owning, possessing, using or living on any land or in buildings, immobile property or caravans;
  - e) arising out of the owning, possessing, or using horsedrawn or mechanically-propelled vehicles, water craft or aircraft of any description, animals, firearms or weapons; or
  - f) arising out of any criminal, malicious or deliberate acts.
- injury to any person who is under a contract of service or apprenticeship with the **beneficiary** when such injury arises out of and in the course of their employment by the **beneficiary**;
- 4. loss or damage to property belonging to or held in trust by or in the custody or control of the **beneficiary**;

- any liability attaching to the beneficiary by reason of an express term of any contract unless such liability would have attached to the beneficiary notwithstanding such a term; or
- any legal liability for which indemnity is provided under any contract of insurance in the name of the beneficiary.

Please also see the general exclusions (Section 7).

# Exclusions applying to Section F

The insurer shall not be liable for:

- costs or expenses incurred for any claim brought against a tour operator, travel agent, carrier, the insurer or the bank:
- costs or expenses incurred prior to obtaining written consent from the insurer;
- fines or other penalties imposed by a court of criminal jurisdiction;
- any claim reported more than 180 days after the commencement of the incident giving rise to such claim:
- legal expenses incurred in the defence against any civil claim or legal proceedings made or brought against the beneficiary; or
- f) claims arising out of any criminal, malicious or deliberate act of the **beneficiary** or the **beneficary**'s brother, brother-in-law, daughter, daughter-in-law, father, father-in-law, husband, mother, mother-in-law, sister, sister-in-law, son, son-in-law, step-daughter, step-father, step-mother, step-son, or wife.

Please also see the general exclusions (Section 7).

# 10. Conditions relating to submission of claims

# Medical Emergencies

It is a condition precedent to any liability of the **insurer** under Section B of this **policy** in respect of a claim relating to a **beneficiary** that the Emergency Service (as defined below) is contacted within 48 hours or such greater period of time as it is reasonable to expect in the circumstances of that **beneficiary** being admitted to hospital outside the United Kingdom.

In the event of a medical emergency affecting a **beneficiary** while outside the United Kingdom, contact Travel Guard 24 hour emergency service helpline (the "**Emergency Service**") on:

Telephone Number: +44 (0) 1273 400610 Fax Number: +44 (0) 1273 376 935

Travel Guard is available to provide medical assistance and advice in respect of such matters as hospital admission, treatment, payment of bills and transportation back home and to keep relatives of the **beneficiary** informed of the **beneficiary**'s progress. The Emergency Service must not be used for general enquiries or requesting claim forms.

# Claims Notification

- It is a condition precedent to any liability of the insurer to make any payment under this policy that:
  - the insurer is informed of any claim as soon as
     possible after a covered journey has ended but in
     any event within 31 days of the relevant covered
     journey ending.
  - all certificates, information and evidence reasonably required by the insurer in respect of a claim shall be furnished at no expense to the insurer and shall be in such form and of such nature as the insurer may reasonably prescribe.
  - the beneficiary shall as often as reasonably required in respect of a claim under this policy submit to medical examination on behalf of the insurer at the insurer's expense.
  - in the event of death of a beneficiary, the insurer shall be entitled to have a post mortem examination at the insurer's own expense.
  - any items which become the subject of a claim for damage shall be retained for the insurer's inspection and shall be forwarded to their agents upon request at the expense of the beneficiary or their legal representatives. All such forwarded items shall become the property of the insurer following final settlement of the claim.
- The required notice of claim must be delivered / advised to Travel Guard Claims Department. Such notice must include a brief description of the claim. Notice may be given in writing, on line or by telephone, from Monday to Friday 9:00 a.m. until 5:00 p.m., to:

Travel Claims Service Travel Guard PO Box 60108 London SW20 8US Phone: 0845 603 9892

E-mail: uk.claims@travelguard.com

 The insurer through Travel Guard will on request provide a claim form as soon as notification of a claim is made.

# 11. Settlement of claims

The **insurer** may at its option discharge any liability under this insurance by providing a replacement or paying the cost of repairs of any article or articles lost or damaged.

# 12. Conditions Precedent

- The due observance and fulfilment of the terms, provisions, conditions and endorsements of the policy insofar as they relate to anything to be done or complied with by the beneficiary shall be conditions precedent to any liability of the insurer to make any payment under the policy.
- It is a condition precedent to any payment under this policy that:
  - with respect to claims made under Section B, if a beneficiary is admitted to hospital outside the United Kingdom, the Emergency Service (as defined in Section 10 - Medical Emergencies) is notified in accordance with and within the period specified in that provision of Section 10;

- with respect to claims made under Section E, the
  beneficiary shall give immediate notice in writing to
  Travel Guard Claims Department immediately
  following any writ, summons or other legal process
  and shall give all necessary information and
  assistance to enable the insurer (to the extent
  permitted by law) to negotiate the claim or to
  institute proceedings. The beneficiary shall not
  negotiate, pay, settle, admit or repudiate any claim
  without the written consent of the insurer;
- the beneficiary shall observe due care and control of their property at all times;
- the beneficiary shall take all practicable steps to recover any articles lost or stolen; and
- in the event of any occurrence which may give rise to a claim under this policy, the beneficiary shall take all reasonable steps to avoid or minimise any loss arising out of such claim.
- 3. If a fraudulent claim is made under this policy, the coverage in respect of the relevant cardholder (and any other beneficiaries relating to the relevant cardholder) shall be considered null and void and all related claims shall be forfeit in respect of such beneficiaries.

#### 13. Other insurance

If at the time of any loss or damage insured by Sections B, C1, C2, D1, D2, E or F there shall be any other insurance covering such loss or damage or any part thereof, the **insurer** to the extent permissible at law may seek a contribution from such other insurance for loss or damage.

#### 14. Provision

The liability of the insurer under this policy shall only apply once to each covered journey even if the relevant MasterCard is used twice or more to purchase a fare for the covered journey.

# 15. Complaints

The bank and insurer are committed to providing a first class service at all times, however, they recognise that occasionally the cardholder and beneficiaries may be unhappy with some aspect of this service. If they are not satisfied with the service they have received, they or someone on their behalf should contact one of the following:

- a) in relation to the insurer
  - If the complaint is not about a claim:
     The Customer Service Manager
     Danske Bank Travel Insurance,
     PO Box 2157
     Shoreham by Sea. West Sussex. BN43 9DH

Phone: 0845 602 6877

E-mail: uk.claims@travelguard.com

If the complaint is about a claim:
 The Customer Care Manager
 Travel Guard Claims Department,
 PO Box 2157,

Shoreham by Sea, West Sussex BN43 9DH

Phone: 0845 603 9892

E-mail: uk.claims@travelguard.com

b) in relation to the bank:

Danske Bank PO Box 183 Donegall Square West Belfast BT1 6JS

To help us to deal with the complaint quickly, please quote the policy/claim number together with the **cardholder's** and **beneficiary's** name(s).

The bank and insurer will acknowledge the complaint within 5 business days of receiving it, keeping the cardholder and beneficiaries informed of progress and do their best to resolve matters to their satisfaction within 8 weeks. If the bank and insurer are not able to resolve the complaint satisfactorily, the cardholder and beneficiaries may be entitled to refer any dispute to the Financial Ombudsman Service to review the case without affecting their legal rights to take action. The bank and insurer will provide the cardholder and beneficiaries with full details of how to do this when they provide their final response letter addressing the issues raised.

Please note: The Financial Ombudsman Service will not consider a complaint if the **cardholder** and **beneficiaries** have not provided the **bank** and **insurer** with the opportunity to resolve it previously.

The address and contact details are:

Financial Ombudsman Service

Exchange Tower

London E14 9SR

Phone:

0800 0 234 567

(free for people phoning from a "fixed line", i.e. a landline at home)

0300 123 9 123

(free for mobile-phone users who pay a monthly charge for calls to numbers starting O1 or O2)

E-mail: complaint.info@financial-om-budsman.org.uk

# 16. How the insurer uses Personal Information

AIG Europe Limited (the **insurer**) is committed to protecting the privacy of customers, claimants and other business contacts.

"Personal Information" identifies and relates to a beneficiary or other individuals (e.g. a partner). By providing Personal Information a beneficiary gives permission for its use as described below. If a beneficiary provides Personal Information about another individual, they confirm that they are authorised to provide it for use as described below.

The types of Personal Information the insurer may collect and why - Depending on the relationship, Personal Information collected may include: identification and contact information, payment card and bank account, credit reference and scoring information, sensitive information about health or medical condition, and other Personal Information provided by the beneficiary. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- · Decision-making on provision of insurance cover
- · Assistance and advice on medical and travel matters
- Management and audit of the insurer's business operations
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- · Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside the beneficiary's country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- · Marketing, market research and analysis

Marketing communications - The **insurer** will not send a **beneficiary** any marketing communications, unless they expressly ask the **insurer** to. The **insurer** may still send a **beneficiary** other important communications, e.g. communications relating to administration of this insurance policy or a claim.

Sharing of Personal Information - For the above purposes Personal Information may be shared with the **insurer's** group companies, brokers and other distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers. Personal

Information will be shared with other third parties (including government authorities) if required by law. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. The insurer is required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. An insurer may search these registers to detect and prevent fraud or to validate claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of the insurer's company or transfer of business assets.

International transfer - Due to the global nature of the insurer's business Personal Information may be transferred to parties located in other countries, including the United States and other countries with different data protection laws than in a beneficiary's country of residence.

Security and retention of Personal Information – Appropriate legal and security measures are used to protect Personal Information. The **insurer's** service providers are also selected carefully and required to use appropriate protective measures. Personal Information will be retained for the period necessary to fulfil the purposes described above.

Requests or questions - To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, a cardholder should e-mail: <a href="mailto:DataProtectionOfficer@aig.com">DataProtectionOfficer@aig.com</a> or write to Data Protection Officer, Legal Department, AIG Europe Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB. More details about the insurer's use of Personal Information can be found in their full Privacy Policy at www.aig.com/uk/privacypolicy or a cardholder may request a copy using the contact details above.

# AIG Europe Limited Contact Details

	Opening Hours	Telephone Numbers	Fax Numbers	Emaîl Address	Postal Address
Customer Service Queries	Mon - Fri 9am - 5pm	0845 602 6877	+44 (0) 1273 376 935	uk.claims@travelguard.com	The Customer Service Manager Danske Bank Travel Insurance PO Box 2157 Shoreham by Sea West Sussex BN43 9DH
Claims	Mon - Fri 9am - 5pm	0845 603 9892		uk.claims@travelguard.com	Travel Guard Claims Service Travel Guard PO Box 60108 London SW20 BUS
Emergency Assistance	24/7/365	+44 (0) 1273 400 610	+44 (0) 1273 376 935	uk.claims@travelguard.com	
Complaints in relation to the insurer (not about a claim)	Mon - Fri 9am - 5pm	0845 602 6877		uk.claims@travelguard.com	The Customer Service Manager Danske Bank Travel Insurance PO Box 2157 Shoreham by Sea West Sussex BN43 9DH
Complaints in relation to the insurer (about a claim)	Mon - Fri 9am - 5pm	0845 603 9892		uk.claims@travelguard.com	The Customer Care Manager Travel Guard Claims Department PO Box 2157 Shoreham by Sea West Sussex BN43 9DH
Complaints in relation to the Bank	Mon - Fri 9am - 5pm	028 9004 5000			Danske Bank PO Box 183 Donegall Square West Belfast BT1 6JS

This publication is also available in Braille, in large print, on tape and on disk. Speak to a member of staff for details.

Danske Bank is a trading name of Northern Bank Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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www.danskebank.co.uk

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