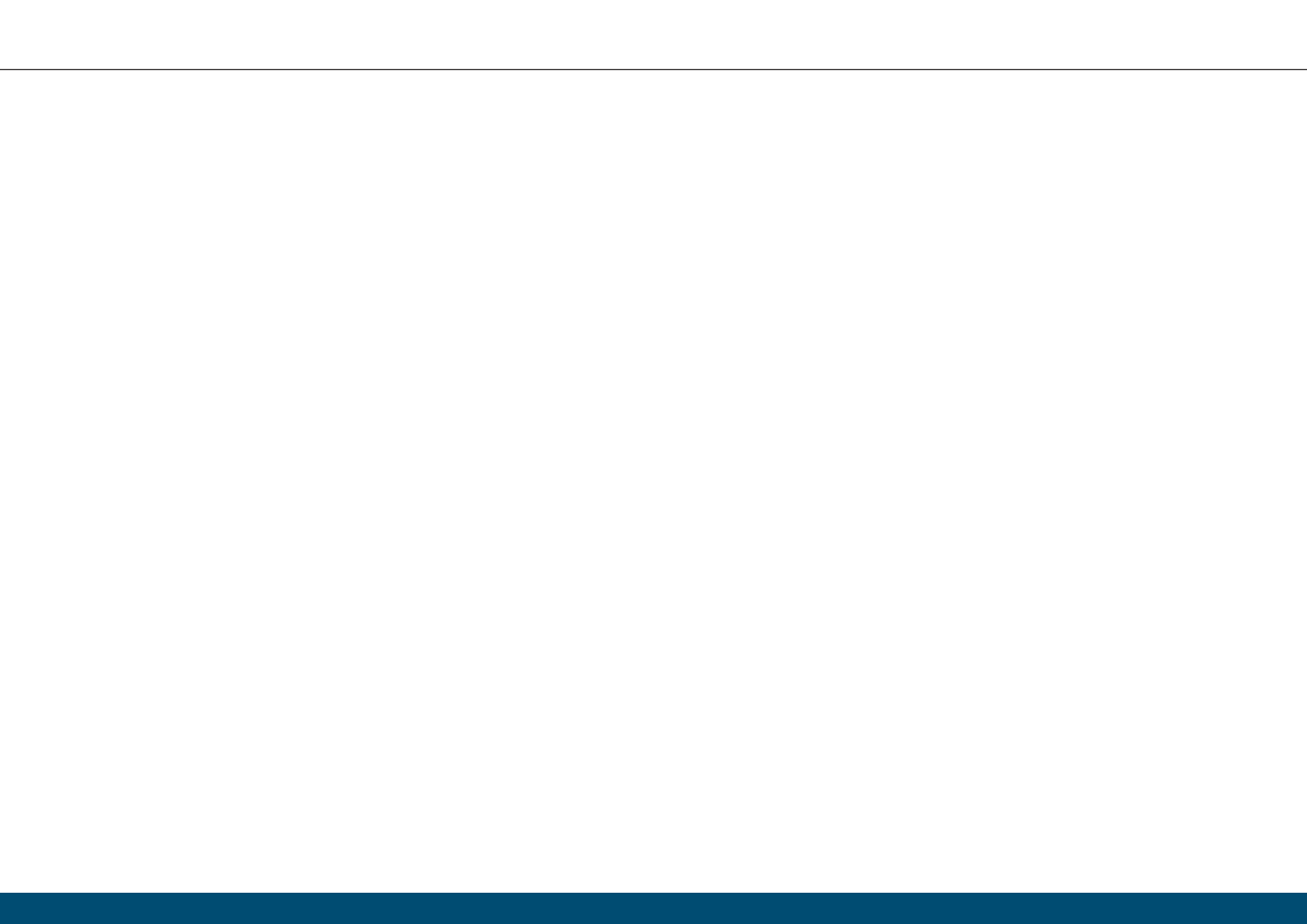


MasterCard Gold Travel Insurance Benefits



Travel Insurance Benefits (for MasterCard Gold Credit 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 Principal Cardholder of a MasterCard (as defined in the extract from the policy below) and certain family members of the Principal Cardholder but does not extend to Additional Cardholders (as defined in the extract from the policy below).

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. Principal Cardholders (and the other beneficiaries) are not party to a traditional insurance contract and have no rights under the policy and are not policyholders. Principal 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, 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 the Prudential and the Prudential Regulation Authority do not regulate the provision of this benefit; Principal 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 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.

AIG Europe Limited is registered in England under number 1486260. Registered office: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom. AIG Europe Limited is a member of the Association of the British Insurers.

AIG Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 202628). This can be checked by visiting the FS Register (<https://register.fca.org.uk/>).

The policy is underwritten by AIG Europe.

The Bank will appoint a Principal 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 Principal Cardholder or as he or she directs). In all these respects, the Principal Cardholder will be acting as agent of the Bank. Neither the Principal 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 Principal 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 that complaints are dealt with satisfactorily. You can find details about how to make a complaint in Section 15 of the policy extract set out in the next part of this booklet.

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

MasterCard Gold – Extract from Policy No. PAC 006999

1. General Definitions

The **Insurer** uses certain words and expressions in this policy which have a specific meaning, and sometimes the meaning is unique to this policy. These words and their meaning in this policy are shown below and each time one of them is used in the policy, the word or expression is shown in bold type. Plural forms of the words defined have the same meaning as the singular form.

Accident

A sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place whilst the policy is in force.

Additional Cardholder

An individual who is the holder of a **MasterCard** but who is not the **principal cardholder**.

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 6JS.

Beneficiary

[1] A **cardholder** or the spouse or **partner** of a **cardholder** (up to and including the age of 71) when travelling together or separately on a **covered journey**;
[2] **children** under 16 years of age accompanied on a **covered journey** by a **cardholder** or the spouse or **partner** of a **cardholder** or another adult aged 21 years or older; and [3], subject to the definition of **covered journey**, **children** of 16, 17 or 18 years of age travelling alone or when travelling together with the **cardholder**, or the spouse or **partner** of the **cardholder** or another adult aged 21 years or older.

Bodily injury

An identifiable physical injury to a **beneficiary's** body which is caused directly and solely by an **accident**, is not intentionally self-inflicted and does not result from sickness or disease.

Cardholder

A holder of a **MasterCard** who has signed the credit agreement in respect of that card and who is the debtor under that agreement, provided that the **MasterCard** in question 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 18 years of age.

Covered journey

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**.

Provided further that in the case of a **child** of 16, 17 or 18 years of age when travelling alone on a **covered journey**, subject to the preceding provisions, cover under this **policy** is limited to the first 30 days of the **covered journey**.

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

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

MasterCard

The **bank's MasterCard Gold Credit Card**.

Money

Coins, bank or currency notes, bankers 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 in one or both eyes if the degree of sight remaining after correction is $\frac{3}{60}$ 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 006999) 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 a **beneficiary**:

- a) any medical condition of which the **beneficiary** has been informed or made aware 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 in-patient 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 prior to the booking of the **covered journey**;

- c) any terminal illness of the **beneficiary** which has been diagnosed prior to the booking of the **covered journey**.

Principal Cardholder

The cardholder.

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 (including smart phones and tablet computers) 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 & Other Expenses	£1,000,000	£75
Section C1	Cancellation charges	£2,500	£75
	Curtailement charges	£3,000	£75
Section C2	Flight Delay (up to £100 per full hour in excess of 6 hours)	£700	
Section D1	Personal Effects and Baggage	£2500	£75
	Limit of any one item, set, pair (without valuation)	£250	
	Limit on all valuables	£250	
	Limit on money	£500	
Section D2	Delayed Baggage	£700	
Section E	Personal Liability (personal injury, damage to property)	£1,000,000	
Section F	Legal Expenses	£10,000	

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 Conditions

- (a) each **covered journey** shall be deemed to be a separate insurance, each being subject to the terms and conditions of this **policy**.
- (b) the **insurer** will only pay for a **bodily injury** resulting in a permanent, total and irrecoverable loss for the whole of the applicable item specified under Section A1 or A2. In the event that a **beneficiary** suffers a **bodily injury** for an item not specified under Section A1 or A2, or an injury for part of an item specified under Section A1 or A2, no claim will be paid.

- (c) The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

- (d) The **Insurer** will not be liable to provide any coverage or make any payment hereunder for any claim arising before or during trips in, to or through the following countries: Cuba, Iran, Syria, Sudan, North Korea or the Crimea region.

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;
- c) arising either directly or indirectly in the treatment or diagnosis or counselling of either Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC);
- d) arising directly or indirectly out of, financial incapacity or disinclination to travel;
- e) directly or indirectly occasioned by, happening through or in consequence of participation in any airborne activities, unless as a fare-paying passenger on a commercial flight;

- 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, microlighting, 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 on 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 A 1, the **insurer** will pay the applicable one of the amounts specified below:

- (a) Death (**beneficiary** over 18 years at the date of bodily injury) £100,000
- Death (**child** 18 years of age or under at the date of bodily injury) £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 **permanent loss of sight** of one or both eyes or **permanent loss of limbs** (one or more)) £100,000
- (e) **Dental expenses** up to £1,000

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 A 2, the **insurer** will pay the applicable one of the amounts specified below:

- (a) Death (**beneficiary** over 18 years at the date of the **assault**) £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 or both eyes or **permanent loss of limbs** (one or more)) £50,000
- (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 be sought as soon as is reasonably practical after the discovery.

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

Section B - Medical and Other Expenses

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

1. 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.
2. 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.
3. 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.

4. 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
 - (b) 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 £1,000,000 in relation to each **beneficiary**.

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

Section C1 - Cancellation and Curtailment Charges

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 AIG Travel (telephone +44 (0) 1273 400610 or email: uk.claims@aig.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 AIG Travel) 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 AIG Travel (telephone +44 (0) 1273 400610 or email: uk.claims@aig.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**;
- d) redundancy of a **beneficiary** commencing after the date the **covered journey** was booked and qualifying for payment under the current redundancy payment laws; or
- e) 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, Baggage and Money

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.

Subject to an overall limit of liability in respect of all **beneficiaries** of £6,000 per **covered journey**, the **insurer** will pay the amount of loss suffered by each **beneficiary** resulting from the theft or accidental loss of **money** during a **covered journey** whilst being carried on a **beneficiary** or while left in a locked safety deposit box in the **beneficiary's** accommodation, up to a maximum of £500 in relation to each **beneficiary**. Cover in respect of foreign currency purchased will be effective from time of collection from the bank or travel agent, or for 3 days before commencement of a **covered journey** whichever is the later, provided always that in the event of loss or theft, this is reported to the police or other appropriate authority as soon as is practicable.

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 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 D2 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 D2 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**. 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 £1,000,000 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 E 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 £10,000 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,
 - (v) requiring medication or treatment which they know, at the start of the **covered journey**, will be needed while outside the United Kingdom.

- c) 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);
- h) 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);
- j) 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 AIG Travel; or the first £75 of each claim (this excess does not apply to claims under Section A or C2) in relation to 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 AIG Travel.
- 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) losses arising from confiscation or detention by customs or other officials;
- (c) property otherwise insured;
- (d) 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;
- (e) losses not reported to the police or appropriate authorities within 24 hours of discovery and a written report not obtained;
- (f) 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;
- (g) any expenses incurred due to baggage delayed on an inbound part of a **covered journey** back to the United Kingdom;
- (h) the first £75 for each claim in relation to each **beneficiary** in respect of Section D (personal effects and baggage); or
- (i) the first £75 for each claim in relation to each **beneficiary** in respect of Section D (**money**).

Please also see the general exclusions (Section 7).

Exclusions applying to Section E

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

1. 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 horse-drawn 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.
3. 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**;

5. 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
6. 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:

- (a) costs or expenses incurred for any claim brought against a tour operator, travel agent, carrier, the **insurer** or the **bank**;
- (b) costs or expenses incurred prior to obtaining written consent from the **insurer**;
- (c) fines or other penalties imposed by a court of criminal jurisdiction;
- (d) any claim reported more than 180 days after the commencement of the incident giving rise to such claim;
- (e) legal expenses incurred in the defence against any civil claim or

- (f) legal proceedings made or brought against the **beneficiary**; or claims raising out of any criminal, malicious or deliberate act of the beneficiary or the beneficiary'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 AIG Travel 24 hour **emergency service** helpline (the "**Emergency Service**") on:

Telephone Number: + 44 (0) 1273 400 610
Fax Number: + 44 (0) 1273 376 935

AIG Travel 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

1. 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 personal representatives. All such forwarded items shall become the property of the **insurer** following final settlement of the claim.

2. The required notice of claim must be delivered / advised to AIG Travel 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. (excluding public holidays), to:

Travel Claims Service
AIG Travel Claims
P O Box 45
Feltham, TW13 9EH
Phone: 0330 123 3126
E-mail: uk.claims@aig.com

3. The **insurer** through AIG Travel 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

1. 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**.
2. 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 AIG Travel 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 forfeited 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. Our commitment to the principal cardholder

The bank and insurer believe the principal cardholder and the other beneficiaries deserve to be treated in a courteous, fair and prompt manner. If there is an occasion when they feel let down then the principal cardholder should contact either the bank or insurer using the appropriate contact details below, providing the Policy/Claim number together with the cardholder's and beneficiary's name(s) to ensure the matter is dealt with promptly.

(a) If the complaint is about the service provided by the insurer the principal cardholder should follow the steps below:

Write to:

The Customer Relations Manager,
AIG Travel, PO Box 2157,
Shoreham by Sea, West Sussex
BN43 9DH.

Call: +44 (0) 330 123 3126

Email: ukcustomerrelations@aig.com

Online: <http://www.aig.co.uk/your-feedback>

Lines are open Monday to Friday 9.00am
- 5.00pm (excluding public holidays).

The insurer takes all customer complaints seriously and has established the following complaint procedure to resolve concerns quickly, fairly and by the appropriate department.

Step 1: Within three business days of receiving a complaint:

In the first instance the insurer would encourage the principal cardholder to contact the department they are unhappy with. Members of staff are empowered to provide support and will aim to resolve any concerns within three business days, following receipt of a complaint. A written

summary resolution communication will be provided to the principal cardholder if the complaint is resolved to the principal cardholder's satisfaction.

Step 2: If the complaint cannot be resolved within three business days:

The insurer will send the principal cardholder an acknowledgement letter to explain that the complaint has been escalated to the Customer Relations Unit who will appoint a dedicated Complaint Manager to support the principal cardholder, keep them informed of progress and provide one of the following within 8 weeks:

- A final response letter explaining the outcome of the insurer's investigation, the reason for it and the next steps; or
- A holding letter confirming when the insurer anticipates it will have concluded its investigation

Step 3: Referring to the Financial Ombudsman Service:

After receiving the insurer's final response or if it has been unable to conclude its investigation within 8 weeks, the principal cardholder may refer the complaint to the

Financial Ombudsman Service. The insurer will provide full details of how to do this in its final response or holding letter. The Financial Ombudsman Service can be contacted as follows:

In writing:
Financial Ombudsman Service,
Exchange Tower, London
E14 9SR.
Call: 0800 023 4567 or
0300 123 9123
Email:
complaint.info@financial-ombudsman.org.uk
Online: www.financial-ombudsman.org.uk

Following this complaint procedure does not affect the principal cardholder's rights to take legal action. Calls may be recorded for quality, training and monitoring purposes.

(b) If the complaint is about the service provided by the bank the principal cardholder should take the action set out below:

Write to:
Danske Bank,
PO Box 2111, Belfast,
BT10 9EG.
Call: 0345 600 2882
Online: <http://www.danskebank.co.uk>

Lines are open between 8am and 8pm Monday to Friday and between 9am and 4.30pm on Saturdays and Sundays, except for bank holidays or other holidays in Northern Ireland when the bank is not open for business. The bank may record or monitor calls to confirm details of conversations, for the protection of customers, to train its staff and to maintain the quality of its service. Call charges may vary. The principal cardholder should contact his/her phone company for details.

If the principal cardholder is not happy with any part of the bank's service, please ask the bank for a copy of its leaflet 'Putting things right for you' or visit its website at the address set out above. The bank aims to deal with complaints in a way that its customers are satisfied with.

If the principal cardholder has followed the bank's published complaint procedures and disagrees with the response it has given, they can refer the matter to the Financial Ombudsman Service.

The Financial Ombudsman Service can be contacted as follows:

In writing:
Financial Ombudsman Service,
Exchange Tower, London
E14 9SR.
Call: 0800 023 4567 or
0300 123 9123

Email:
complaint.info@financial-ombudsman.org.uk
Online: www.financial-ombudsman.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. 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 - 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

The **insurer** will not use any Personal Information collected in relation to this insurance policy to send a **beneficiary** any marketing communications, unless a **beneficiary** expressly asks the **insurer** to. As such, the "Marketing Preferences" section of the **insurer's** full Privacy Policy and any other wording in the **insurer's** Privacy Policy that suggests the **insurer** will market to **beneficiaries**, do not apply, unless a **beneficiary** has expressly requested that the **insurer** sends the **beneficiary** marketing communications.

The **insurer** may still send a **beneficiary** other important communications, e.g. communications relating to administration of this insurance policy and/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 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 **beneficiary** should email: DataProtectionOfficer@aig.com or write to
Data Protection Officer,
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 **beneficiary** may request a copy using the contact details above.

AIG Europe Limited Contact Details

	Opening Hours	Telephone Numbers	Fax Numbers	Email Address	Online	Postal Address
Customer Service Queries	Mon - Fri 9am - 5pm	0330 123 3128	+44 (0) 1273 376 935	uk.claims@aig.com		The Customer Service Manager Danske Bank Travel Insurance PO Box 2157 Shoreham by Sea West Sussex BN43 9DH
Claims	Mon - Fri 9am - 5pm	0330 123 3126		uk.claims@aig.com		AIG Travel Claims PO Box 45 Feltham TW13 9EH
Emergency Assistance	24/7/365	+44 (0) 1273 400 610	+44 (0) 1273 376 935	uk.claims@aig.com		
Complaints in relation to the insurer (not about a claim)	Mon - Fri 9am - 5pm	0330 123 3128		ukcustomerrelations@aig.com	www.aig.co.uk/your-feedback	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	0330 123 3126		ukcustomerrelations@aig.com	www.aig.co.uk/your-feedback	The Customer Care Manager AIG Travel Claims Department PO Box 2157 Shoreham by Sea West Sussex BN43 9DH
Complaints in relation to the Bank	Mon - Fri 9am - 5pm	0345 600 2882			www.danskebank.co.uk/complaints	Danske Bank PO Box 2111 Belfast BT10 9EG

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, Financial Services Register, reference number 122261.

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Registered Office:

Donegall Square West
Belfast BT1 6JS

Northern Bank Limited is a member of the Danske Bank Group.

www.danskebank.co.uk