

# MasterCard Gold Travel Insurance

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## Travel Insurance Benefits (for MasterCard Gold Credit Cards)

Northern Bank has taken out a travel insurance policy with Chartis Insurance UK 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).

Northern Bank holds the policy, and the rights under it, as trustee for these beneficiaries. Northern Bank is the sole policyholder and only Northern 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 Chartis Insurance UK 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 is authorised and regulated by the Financial Services Authority. However, the Financial Services Authority does not regulate the provision of this benefit; Principal Cardholders and the other beneficiaries will not qualify as a customer of Northern Bank or of Chartis Insurance UK Limited under the rules of the Financial Services Authority and will not be entitled to the protection of those rules.

In the event of the insolvency of Chartis Insurance UK Limited, compensation from the Financial Services Compensation Scheme will not be available.

Northern 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 Northern 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 Northern Bank. Neither the Principal Cardholder nor any other beneficiary has any entitlement to commence legal proceedings as the agent of Northern Bank. By making a claim, as agent of Northern 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 the Principal Cardholder and the other Beneficiaries will receive a high standard of service. If the Principal 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  
Northern 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 Northern Bank

Northern Bank  
Donegall Square West  
Belfast  
BT1 6JS.

Northern Bank and Chartis Insurance UK 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. Northern Bank and Chartis Insurance UK Limited will advise the Principal Cardholder how to do this.

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Phone: 0845 080 1800  
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 Gold** – Extract from Policy No. PAC 006999

### 1. General Definitions

The following words have the same meaning wherever they appear in this **policy** and are shown in bold type.

#### Accident

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

#### 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** 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

**Bodily injury** sustained by the **beneficiary**.

#### 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 or children

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

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 C 1 (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 **hi-jack** and while the **beneficiary** is subject to the control of the person(s) or their associates making the **hi-jack**, 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 **hi-jack** 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.

#### Hi-jack

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

Chartis Insurance UK 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, 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.

## Permanent loss of limbs

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.

## 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 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 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 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 of 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 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), 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 Other Expenses	£1,000,000	£75
Section C1	Cancellation charges	£2,500	£75
	Curtailed charges	£3,000	
Section C2	Flight Delay	£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	
	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 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 there from 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 aviation, other than flying as a fare-paying passenger in a properly licensed multi-engined, 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 A 1 – 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 total 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 loss of sight of one £100,000 or both eyes or **permanent loss of limbs** (one or more ))
- (e) **Dental expenses** up to £1,000

#### Section A 2 – 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 total 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 loss of sight of one £50,000 or both eyes or **permanent loss of limbs** (one or more))
- (e) **Dental expenses** up to £1,000

#### Section A 1 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 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**;
- 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 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 D 1.

Subject to the overall limit of £700 per **beneficiary** under this Section D 2 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 D 2 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

- e) 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 Travel Guard; or
- l) 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 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) 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 legal proceedings made or brought against the **beneficiary**; or
- (f) 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; 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 400 610

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

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 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

3. 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

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 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

Every effort is made to ensure the **cardholder** and the other **beneficiaries** receives a high standard of service under this **policy**. If the **cardholder** is not satisfied with the service they have received, they should contact:

(a) in relation to the **insurer**

- If the complaint is not about a claim:  
The Customer Service Manager  
Northern 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**:  
Northern Bank Limited  
Donegall Square West  
Belfast  
BT1 6JS

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

**We** and the **bank** will do our best to resolve any difficulty directly with the **cardholder**, but if we are unable to do this to the **cardholder's** satisfaction they may be entitled to refer any dispute to the Financial Ombudsman Service who will review the case. The **bank** will advise the **cardholder** how to do this. This will not affect the **cardholder's** right to take legal action against us. The address is:

The Financial Ombudsman Service  
 South Quay Plaza  
 183 Marsh Wall, London E14 9SR  
 Phone: 0845 080 1800  
 E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Chartis Insurance UK Limited Contact Details**

	Opening Hours	Telephone Numbers	Fax Numbers	Email Address	Postal Address
Customer Service Queries	Mon - Fri 9am - 5pm	0845 602 6877	+44 (0) 1273 376 935	<a href="mailto:uk.claims@travelguard.com">uk.claims@travelguard.com</a>	The Customer Service Manager Northern Bank Travel Insurance PO Box 2157 Shoreham by Sea West Sussex BN43 9DH
Claims	Mon - Fri 9am - 5pm	0845 603 9892		<a href="mailto:uk.claims@travelguard.com">uk.claims@travelguard.com</a>	Travel Guard Claims Service PO Box 60108 London SW20 8US
Emergency Assistance	24/7/365	+44 (0) 1273 400 610	+44 (0) 1273 376 935	<a href="mailto:uk.claims@travelguard.com">uk.claims@travelguard.com</a>	
Complaints in relation to the insurer (not about a claim)	Mon - Fri 9am - 5pm	0845 602 6877		<a href="mailto:uk.claims@travelguard.com">uk.claims@travelguard.com</a>	The Customer Service Manager Northern 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		<a href="mailto:uk.claims@travelguard.com">uk.claims@travelguard.com</a>	The Customer Care Manager Travel Guard Claims Department PO Box 2157 Shoreham by Sea West Sussex BN43 9DH
Complaints in relation to Northern Bank	Mon - Fri 9am - 5pm	028 9004 5000			Northern Bank Complaint Resolution Donegall Square West Belfast BT1 6JS

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

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Northern Bank Limited.

Registered in Northern Ireland Number: R568.

Registered office:

Donegall Square West

Belfast

BT1 6JS.

[www.northernbank.co.uk](http://www.northernbank.co.uk)

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