

# TRAVEL BENEFIT POLICY- MASTERCARD CORPORATE GOLD

## Mastercard Corporate Gold

### 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.

#### 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

Danske Bank A/s trading as National Irish Bank whose registered address is at 3 Harbourmaster Place, IFSC, Dublin 1.

#### Beneficiary

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

#### Bodily injury

Bodily injury sustained by the **beneficiary**.

#### Cardholder

A holder of a **mastercard** which 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, 23 years of age.

#### Country of residence

The island of Ireland.

#### 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 **country of residence**, and terminating on return to their usual **place of residence** or usual place of business or school, as the case may be, in the **country of residence** 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 **country of residence**.

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 **country of residence**.

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

#### Curtailement 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 Ireland Limited, an insurance undertaking duly authorised to underwrite non-life insurance in the Republic of Ireland.

#### Mastercard

The **bank's** MasterCard Corporate Gold 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**.

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## 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.

## 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.

## Place of residence

The address at which the **beneficiary** usually resides.

## Policy

This **policy** of insurance 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**.

## Property irregularity report

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

## Region

The county in which the **beneficiary's** 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	€133,000	
	Assault	€66,500	
	Dental expenses	€1,330	
Section B	Medical & Other Expenses	€665,000	€100
Section C1	Cancellation charges	€3,325	€100
	Curtailed charges	€6,650	
Section C2	Flight Delay	€931	
Section D1	Personal Effects and Baggage	€3,325	€100
	Limit of any one item, set, pair (without valuation)	€333	
	Limit on all valuables	€333	
Section D2	Delayed Baggage	€931	

Section E	Personal Liability (personal injury, damage to property)	€665,000
Section F	Legal Expenses	€33,250

## 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 and Jurisdiction

The master policy is evidence of the contract of insurance between the **bank** and the **insurer**. It will be governed by the laws of the Republic of Ireland and only the courts of the Republic of Ireland will have jurisdiction to determine any dispute arising under or in connection with it, subject to the rights of any **beneficiary** normally resident in a **country of residence** to choose a different governing law or jurisdiction under any applicable laws and regulations.

## 5. Territorial Limits

Worldwide.

## 6. General Condition

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

## 7. General Exclusions

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

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

- (a) arising out of **war**;
- (b) resulting from loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:

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- (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, parasailing, 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** 18 years or over at the date of **bodily injury**) - €133,000  
Death (**child** under 18 years of age at the date of **bodily injury**) - €3,200
- (b) Permanent total loss of sight of one or both eyes - €133,000
- (c) **Permanent loss of limbs** (one or more) - €133,000
- (d) **Permanent total disablement** (other than loss of sight of one or both eyes or **permanent loss of limbs** (one or more) - €133,000
- (e) **Dental expenses - Up to €1,330**

### 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 of 18 years or over at the date of the assault) - €66,500  
Death (child under 18 years of age at the date of the assault) - €3,200
- (b) Permanent total loss of sight of one or both eyes - €66,500
- (c) Permanent loss of limbs (one or more) - €66,500
- (d) Permanent total disablement (other than loss of sight of one

- or both eyes or permanent loss of limbs (one or more) - €66,500
- e) **Dental expenses** - up to €1,330

### 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** provided that it shall be a condition of payment that such sum shall be repayable to the **insurer** within one month if the **beneficiary** is subsequently found to be living at any stage in the future.

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

### Section B - Medical & Other Expenses

This **policy** shall extend to cover the following costs incurred by a **beneficiary** during a **covered journey** outside the country of residence:

- (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 (at its own expense) to repatriate 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 **country of residence** or the cost of a funeral in the country outside the **country of residence** where death occurs.
- (3) The cost of return to the **country of residence** 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

€66,500

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- incurred in returning a sick or injured **beneficiary** to their **place of residence** in the **country of residence**;
- (5) The reasonable cost of transportation and accommodation (less any possible recovery or saving) up to €200 per complete day and €2,000 in total if an injured or sick **beneficiary** is an in-patient in a hospital outside the **country of residence** 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 €665,000 for 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 €3,325, 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 are not recoverable) giving rise to a claim under this section, if the **covered journey** is necessarily cancelled or with the advance approval of Chartis Assistance Service, is **curtailed**; and
- ii) up to a maximum limit of €6,650 (both in respect of these costs and the expenses covered in paragraph i) above), reasonable extraordinary transport costs and the reasonable additional costs of resuming the **covered journey** (which are agreed in advance by Chartis Assistance Services) 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 Chartis Assistance Service, **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 **country of residence** 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 €3,325 and under Section C1 (ii) is €6,650, for each **beneficiary** up to a maximum limit of €6,650 under both Sections C1 (i) and C1 (ii) for each **beneficiary** and subject to a maximum overall limit of €8,000 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 to pay the reasonable cost of meals, overnight accommodation and other essential purchases of the **beneficiary** thereby necessitated up to a maximum per **beneficiary** of €200 for each full hour in excess of 6 hours delay and subject to an overall limit of liability of €931, provided such expenditure is supported by original receipts (not copies) and provided the **beneficiary** completes the **covered journey** in the event that it becomes available to be commenced within a reasonable period.

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

Section D1 - Personal Effects and Baggage  
Subject to an overall limit of liability in respect of all **beneficiaries** of €8,000 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 €3,325 per **beneficiary** and subject to an inner limit of €333 per item, set or pair (which is not a **valuable**) and an inner aggregate limit of €333 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 €333 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 €333, if the **insurer** is not supplied with an original receipt or insurance valuation in respect thereof.

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 €931 in total for 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 €931 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 €50 per day and an overall maximum liability of €150 per **beneficiary**.

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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 €665,000 per **beneficiary** 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; and
- pay to the **insurer** any recoveries received from any source.

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 €33,250 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 that of 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 by law, seek to recover any expenses that the **beneficiary** subsequently recovers from a third party.

Danske Bank A/S (trading as National Irish Bank) is authorised by The Danish FSA in Denmark. Details of all Danske Bank A/S directors can be viewed at its registered offices.

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 **country of residence**,
  - (v) requiring medication or treatment which they know, at the start of the **covered journey**, will be needed while outside the **country of residence**.
- (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; occasioned by or occurring whilst engaged or taking part in mountaineering or rock climbing (normally involving the use of ropes and/or guides);

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Registered office in Denmark: 2 - 12, Holmens Kanal, DK - 1092 Copenhagen K, Denmark

- (i) consequent upon the **beneficiary** being under the influence of alcohol, or a drug or drugs;
- j) in respect of emergency medical or in-hospital medical treatment not approved in advance by Chartis Assistance Service; or
- k) the first €100 of each claim (this excess does not apply to claims under Section A or C2) for 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 **country of residence**.

Please also see the general exclusions (Section 7).

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 Chartis Assistance Service.

Please also see the general exclusions (Section 7).

Exclusions applying to Section D (1 and 2)

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

- (a) damage due to moth, vermin, wear, tear and gradual deterioration;
- (b) loss of **money**;
- (c) losses arising from confiscation or detention by customs or other officials;
- (d) property otherwise insured;
- (e) any luggage lost whilst in the custody of an airline or other carrier unless such loss is reported to the airline or other carrier within 24 hours and a **property irregularity report** (or other appropriate lost luggage report if a **property irregularity report** is not available) is obtained;
- (f) losses not reported to the Police or appropriate authorities within 24 hours of discovery and a written report not obtained;

Danske Bank A/S Irish branch trades as National Irish Bank and NIB.  
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- (g) the full value of any item, set or pair worth more than €333 for which the **beneficiary** has not obtained an original receipt or insurance valuation before the loss occurs;
- (h) any expenses incurred due to baggage delayed on an inbound part of a **covered journey** back to the **country of residence**; or
- (i) the first €100 of each claim for each **beneficiary** in respect of Section D1.

Please also see the general exclusions (Section 7).

## Exclusions applying to Section E

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

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 arising 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, sister, sister-in-law, son, step-father, step-mother or wife.

Please also see the general exclusions (Section 7).

## 10. Conditions relating to submission of claims

### Medical Emergencies

In the event of a medical emergency affecting a **beneficiary** while outside the **country of residence**, Chartis Emergency Assistance Service (the "Emergency Service") 24 hour emergency service helpline on:

Telephone Number: +44 (0) 1243 621507

Fax Number: +44 (0) 1243 773169

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.

It is a condition precedent to any liability of the **insurer** to make any payment under section B of this **policy** in respect of a **beneficiary** that the Emergency Service is contacted within 48 hours, or such greater period of time as it is reasonable to expect in the circumstances, of any hospitalisation of that **beneficiary** in respect of which a claim is made.

### 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 the expense of the **beneficiary** 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

# TRAVEL BENEFIT POLICY- MASTERCARD CORPORATE GOLD

become the property of the **insurer** following final settlement of the claim.

- The required notice of claim must be delivered / advised to the **insurer's** Chartis Claims Service. Such notice must include a brief description of the claim. Notice may be given in writing, on line or by telephone, 9:00 a.m. until 5:00 p.m., to:

Chartis Claims Services  
OSG Travel Claims  
Nutley Buildings  
Merrion Centre  
Nutley Lane  
Dublin 4  
Telephone: 01-661 9133  
[www.osgtravelclaims.ie](http://www.osgtravelclaims.ie)

- The **insurer** through Chartis Claims Services will on request provide a claim form as soon as notification of a claim is made. Claim forms are also available on [www.osgtravelclaims.ie](http://www.osgtravelclaims.ie).

## 11. Settlement of claims

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

## 12. Conditions Precedent

- The due observance and fulfilment of the terms, provisions, conditions and endorsements of the **policy** insofar as they relate to anything to be done or complied with by the **beneficiary** shall be conditions precedent to any liability of the **insurer** to make any payment under the **policy**.
- It is a condition precedent to any payment under this **policy** that:

- with respect to claims made under Section B, if a **beneficiary** is admitted to hospital outside the **country of residence**, 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 Chartis Claims Services 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.
- 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 by law may seek a contribution from such other insurance for loss or damage.

## 14. Provision

This insurance 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

If the **beneficiary** feels they have cause for complaint, they should contact the **bank**.

If, after such contact, the **beneficiary** remains dissatisfied, they should write to the Customer Complaints Officer at Chartis Insurance Ireland Limited, Chartis House, Merrion Road Dublin 4. Telephone: (01) 2081400.

If the complaint is not resolved to the **beneficiary's** satisfaction, they should contact the Managing Director, Chartis Insurance Ireland Limited, Chartis House, Merrion Road, Dublin 4.

At any stage, the **beneficiary** may contact the following:

The Insurance Information Service of The Irish Insurance Federation, 39 Molesworth Street, Dublin 2. Telephone (01) 6761820 Fax (01) 6761943. E-Mail: [fed@iif.ie](mailto:fed@iif.ie). Web: <http://www.iif.ie>

The Financial Regulator P.O. Box 9138, College Green, Dublin 2. Telephone (01) 4104000 Fax (01) 4104900. E-Mail: [Consumerinfo@financialregulator.ie](mailto:Consumerinfo@financialregulator.ie). Web: <http://www.ifsra.ie>

The Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Telephone: (01) 662 0899 Fax: (01) 662 0890. E-Mail: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie). Web: <http://www.financialombudsman.ie>