

## Travel Insurance

for holders of qualifying payment cards issued by Trusted Novus Bank

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**Travel insurance linked to Trusted Novus Bank Limited’s Payment Card is supplied by WestMed Insurance Services Limited and may be subject to change. When the terms and conditions are changed, Trusted Novus Bank Limited will be notified three months prior to renegotiation. Trusted Novus Bank Limited will notify holders of cards with insurance coverage as soon as possible after receiving information hereof from WestMed Insurance Services Limited.**

## Section 1: Certificate of insurance

- 1.1 This Certificate is a contract of insurance. This document contains the details of the cover, and the terms, conditions and exclusions relating to each Cardholder, and is the basis upon which all claims will be settled.
- 1.2 The Cardholder is entitled to indemnified Benefits and Services under this Certificate, during the Period of Insurance, within the geographical limits, subject to the terms, conditions and exclusions.
- 1.3 The Benefits are underwritten by certain underwriters at Lloyd's. Lloyd's is authorised under the Financial Services and Markets Act 2000.
- 1.4 The Emergency Assistance is either provided or arranged by Crisis24 on behalf of the Underwriters.
- 1.5 This Certificate shall be governed and construed in accordance with the laws of the United Kingdom and Wales, and the courts of the United Kingdom and Wales shall have jurisdiction in any dispute arising hereunder unless otherwise agreed by underwriters in writing.

## Section 2: Meaning of words

**Accident** shall mean any sudden, unexpected, external and violent and specific event which occurs at an identifiable time (moment or point in time) and place which results in Bodily Injury.

**Act of Terrorism** shall mean an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/ or to put the public, or any section of the public, in fear.

**Baggage** shall mean accompanied personal goods belonging to the Cardholder or for which the Cardholder is responsible and which are taken by the Cardholder on a Journey or acquired by the Cardholder during a Journey.

**Assistance Provider** shall mean, Crisis24, 6 Devonshire Square, London, EC2M 4YE United Kingdom as appointed by Underwriters.

**Benefits** shall mean the indemnified benefits supplied by Underwriters under the terms and conditions of this Certificate, as set out in Sections 7 to 15 inclusive.

**Bodily Injury** shall mean identifiable physical injury which is caused by an Accident and which, within twelve months of the date of the Accident, results in the Cardholder's death, Permanent Total Disablement or Dismemberment.

**Card** means a card issued pursuant to the Client's card program in which the Benefits and Services of this Certificate have been incorporated.

**Cardholder/s** shall mean any person who has a valid qualifying payment card issued by the Client, and will include any Family who are all travelling on a Journey from his/her Principal Country of Residence with pre-assigned ticketing.

**Certificate** means this Certificate of Insurance.

**Common Carrier** shall mean any public transport by road, rail, sea or air with a licensed carrier operating a regular and/or charter passenger service.

**Compulsory Inclusion** shall mean the automatic provision of Benefits and Services to the Cardholders where the Benefits and Services are not offered on an optional basis.

**Client** means Trusted Novus Bank Limited.

**Default** means any breach of the obligations of either Party or any act, omission, negligent act or statement of either Party, its employees, agents or sub-contractors and in respect of which liability arises from the defaulting Party to the other.

**Dependent Children** means the children, stepchildren and legally adopted children of the Cardholder who are:

- (i) unmarried, and;
- (ii) living with such Cardholder (unless living elsewhere whilst in full-time education), and;
- (iii) travelling with such Cardholder, and;
- (iv) under 19 years of age (or under 24 years of age if in full-time education).

**Dismemberment** means the loss of a limb including loss of use of limb or loss of eye(s) including total and irrecoverable loss of sight occurring within 12 months of the date of the Accident.

**Domestic common carrier** shall mean any domestic public transport by road, rail, sea or air with a licensed carrier operating a regular and/or charter passenger service.

**Expiry Date** means the date which the Cardholder is notified that the policy benefits no longer apply.

**Family** shall mean the Cardholder, Spouse and Dependent Children travelling with the Cardholder on a Journey.

Spouse shall include the legal wife/husband and common law partner cohabiting at the same address for a continuous period of at least 1 year prior to the Journey.

**General Exclusions** shall mean the exclusions listed in Section 16 of this Certificate.

**Hijack** means unlawful seizure or wrongful exercise of control of an aircraft or conveyance or the crew thereof.

**Hospital Daily Indemnity** shall mean a payment to be made to the Cardholder for each complete 24-hour period that the Cardholder spends as an inpatient in a hospital outside his or her Principal Country of Residence during a

Journey. No payment shall be made until the initial 48-hour period has elapsed, after which the Cardholder is also eligible for payment in respect of the initial 48-hour period.

**Crisis24** shall mean Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN, United Kingdom.

**Crisis24 Physician** shall mean the physicians nominated by Crisis24 throughout the world.

**Illness** shall mean any sudden and unexpected deterioration of health certified by a competent medical authority and agreed by an Crisis24 Physician.

**Jewellery and Valuables** shall mean items composed of gold, silver or other precious metals or semi- precious stones, furs, curios, works of fine art and photographic equipment only.

**Journey** shall mean the first 90 days of any trip falling entirely within the Period of Insurance. This insurance will not be valid unless a payment card, issued by Trusted Novus Bank has been used for payment in part or in full for reservation of transport or accommodation either directly or via a travel agency as part of the trip. The Journey shall be deemed to have begun with the Cardholder's departure from the home where such Cardholder normally resides and shall have ended upon return to that home.

**Limit of Indemnity** refers to the maximum amount of third-party expenses for which the Underwriters shall be responsible under this Certificate towards any one Cardholder during any one event, subject to the terms and conditions as defined hereunder.

**Medical Expenses** shall mean all reasonable costs necessarily incurred outside the Cardholder's Principal Country of Residence for hospital, surgical or other diagnostic or remedial treatment provided or prescribed by a qualified medical practitioner.

**Money** shall mean coins, bank notes, postal and money orders, signed travellers and other cheques, letters of credit, travel tickets, credit cards, petrol coupons and other coupons.

**Party** means a party to this contract of insurance

**Permanent Total Disablement** shall mean disablement which medical evidence confirms, which has prevented the Cardholder from engaging in any gainful occupation for at least twelve months and will in all probability entirely prevent the Cardholder from engaging in any gainful occupation whatsoever for the remainder of his/her life.

**Period of Insurance** shall be the period between the start date and the expiry date of the policy.

**Pre-existing** means any illness, defect, physical infirmity or condition, including sequelae or complications thereof that in the opinion of a medical practitioner appointed by Crisis24 can reasonably be related thereto, for which the Cardholder is receiving or has received medical treatment, advice or investigation prior to the Journey.

**Principal Country of Residence** shall mean the country in which the Cardholder has his/her principal place of residence. Immediate Family assumes the nationality of the Cardholder for the purposes of this insurance. In the event of dual nationality, the Cardholder assumes the nationality of his/her Principal Country of Residence for the purposes and for the duration of this insurance.

**Relative** shall mean the spouse or common law partner, mother, mother-in-law, father, father-in-law, daughter, daughter-in-law, son, son-in-law, (including legally adopted daughter or son), brother, brother-in-law, sister, sister-in-law, grandfather, grandmother, grandson, granddaughter or fiancé(e) of a Cardholder.

**Serious Medical Condition** shall mean a condition which, in the opinion of a Crisis24 Physician, requires emergency medical treatment to avoid death or serious impairment to the Cardholder's health. In determining whether such a condition exists, the Crisis24 physician may consider the Cardholder's geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

**Services** shall refer to 24-hour assistance and other related emergency services to be provided by Crisis24 as described in Section 6 of this Certificate.

**Ski and skiing** includes snowboarding, snow-blading, ice skating and cross country skiing

**Ski Pack** means the hire of Ski Equipment, ski or snowboard lessons and lift pass.

**Underwriters** shall refer to certain underwriters at Lloyd's of London.

## Section 3: Geographical limits

3.1 The Services and Benefits described in this Certificate are provided on a worldwide basis.

## Section 4: Eligibility

- 4.1 Only Cardholders holding a valid card shall be eligible for Benefits and/or Services under this insurance.
- 4.2 The Card holder is eligible for the Benefits and/or Services in accordance with the terms and conditions of this Certificate or any other eligibility criteria set by the Client in writing with the prior agreement from Underwriters and/ Emergency Assistance Provider.
- 4.3 The Benefits and Services provided to the Cardholders shall be on a Compulsory Inclusion basis.

## Section 5: Period of insurance

- 5.1 This Certificate shall commence on the date specified in the insurance schedule and shall be in force until the Expiry Date.
- 5.2 Any Party may immediately terminate this Certificate on a written notice to the other Party in the event that:
- (i) The other Party shall be in Default of the performance or observance of any material covenants or provisions hereof and such Party shall have failed to remedy such default or breach within 30 days after receiving written notice of such default or breach; or
  - (ii) Any material representation or warranty made by the order Party is false or untrue when made; or
  - (iii) The other Party shall make a general assignment for the benefit of creditors or a resolution is passed or a petition is presented against the other Party for liquidation, winding-up or dissolution or for the appointment of a liquidator, receiver, trustee, judicial manager or similar official of all or a substantial part of its assets or if execution or any form of action is levied or taken against any of its assets.
- 5.3 In the event of termination or expiry of this Certificate, both Parties shall be relieved of all future liabilities as at the date of termination or expiry, whichever is applicable.
- 5.4 All Cardholders are entitled to the Benefits and Services from the date of activation of their card account or the date the Cardholder has been notified to Underwriters, whichever comes later and subject to the appropriate premium having been paid to Underwriters.
- 5.5 The entitlement to Benefits and Services will cease automatically on the date Underwriters receive written notification of the deletion of the Cardholder or the termination of the Cardholder's card account, whichever comes first.
- 5.6 A Cardholder's eligibility for the Benefits and Services shall cease on the earliest of:
- (i) the date the Cardholder is no longer eligible for the Benefits and Services pursuant to this Certificate; or
  - (ii) the Date of Termination or Expiry Date, whichever occurs first.

## Section 6: Medical and travel assistance services

### 6.1 Assistance Services

Crisis24 will provide various medical and travel assistance services. Those services provided directly by Crisis24 are covered under the terms of this Certificate, subject to the Premium having been paid. Where a third party, such as a physician or courier, is utilised, the provision of such services is at the expense of the Cardholder, unless such costs are covered under the terms of this certificate.

### 6.2 Crisis24 Services

#### 6.2.1 Telephone assistance

If contacted, Crisis24 will provide medical advice to the Cardholder by telephone, including information on inoculation requirements for travel. Crisis24 will also provide information on travel visas. It must be noted that any such advice is inevitably limited by the circumstances, and Crisis24 cannot be held liable for errors.

### 6.2.2 Service Provider referral

If contacted, Crisis24 will provide the Cardholder with contact details for medical or legal service providers, including physicians, dentists, lawyers, legal practitioners, interpreters, hospitals and other relevant persons or institutions. In such cases, whilst Crisis24 exercises care and diligence in selecting the providers, it does not provide the actual advice and is not responsible for the advice given or the outcome thereof. Further, unless the costs of the actual services provided by third parties are covered by this agreement, they must be borne separately by the Cardholder.

### 6.2.3 Medical Monitoring

In the event of a Cardholder requiring hospitalisation, Crisis24 will, if required, monitor the Cardholder's medical condition during and after hospitalisation until the beneficiary regains a normal state of health, subject to any and all obligations in respect of confidentiality and relevant authorisation.

### 6.2.4 Cardholder support

In the event that Crisis24 is contacted to report a lost or stolen card or for account queries, Crisis24 shall contact the Client's customer service line as soon as practicable.

### 6.2.5 Guarantee of payment

If covered under the terms of this certificate, Crisis24 will guarantee or pay any required hospital admittance deposit on behalf of a Cardholder.

## 6.3 Third-party services

6.3.1 In the event of an emergency where either the Cardholder cannot be adequately assessed by telephone for possible evacuation, or the Cardholder cannot be moved, and local medical treatment is unavailable, Crisis24 will send an appropriate medical practitioner to the Card holder. Crisis24 will not pay for the costs of such services unless covered under the terms of this Certificate.

6.3.2 Crisis24 will arrange to have delivered to the Cardholder essential medicine, drugs, medical supplies or medical equipment that are necessary for the Cardholder's care and/or treatment but which are not available at the Cardholder's location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally. Crisis24 will not pay for the costs of such medicine, drugs or medical supplies and any costs of delivering these unless covered under the terms of this Certificate.

## Section 7: Emergency medical, evacuation and repatriation expenses

### 7.1 Medical Expenses

If a Cardholder incurs Medical Expenses whilst on a Journey as the direct result of the Cardholder sustaining Bodily Injury or an Illness, the Underwriters will indemnify the Cardholder in respect of such expenses up to the limit shown in Section 14 of this Certificate.

### 7.2 Emergency evacuation and repatriation services

7.2.1 In the event that a Cardholder suffers an Illness, Accident or Bodily Injury whilst on a Journey, and the Cardholder is in a Serious Medical Condition, and in the opinion of CRISIS24 such arrangements are necessary on medical grounds, CRISIS24 will arrange for the transportation for moving the Cardholder to the nearest hospital where appropriate medical care is available, or CRISIS24 will arrange for the return of the Cardholder to the Principal Country of Residence.

- 7.2.2 If required, CRISIS24 will also arrange for the provision of appropriate communication and linguistic capabilities, mobile medical equipment and a medical escort.
- 7.2.3 CRISIS24 retains the absolute right to decide whether the Cardholder's medical condition is sufficiently serious to warrant an emergency medical evacuation. CRISIS24 further reserves the right to decide the place to which the Cardholder shall be evacuated and the means or method by which such evacuation will be carried out having taken into account all the assessed facts and circumstances of which CRISIS24 is aware at the relevant time.
- 7.2.4 CRISIS24 reserves the right to decide the means or method by which such repatriation will be carried out having taken into account all the assessed facts and circumstances of which CRISIS24 is aware at the relevant time.

### 7.3 Transportation of mortal remains

In the case of death of a Cardholder whilst on a Journey abroad, Assistance Provider will arrange for transporting the Cardholder's mortal remains from the place of death to any location as may be reasonably selected by the Cardholder's legal personal representative.

### 7.4 Transportation to join a Cardholder

- 7.4.1 Crisis24 will arrange an economy class return ticket for a person chosen by the Cardholder to join the Cardholder who has been or will be hospitalised outside the Principal Country of Residence as a result of Accident or Illness for a period in excess of 7 consecutive days, subject to Assistance Provider prior approval and only when judged necessary by Crisis24 on medical and compassionate grounds.

### 7.5 Return of Dependent Children

- 7.5.1 If Dependent Children are left unattended as a result of a Cardholder's Accident or Illness whilst on a Journey, Crisis24 will arrange for the transportation of such Dependent Children by Common Carrier to their normal place of residence. Qualified attendants will be provided when deemed appropriate by Crisis24.

### Specific exclusions applying to Section 7

- 7.6 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover for emergency Medical Expenses, evacuation and repatriation expenses:
- (i) Expenses incurred after 12 months from the time of the Accident or first manifestation of Illness or Bodily Injury;
  - (ii) Dental or optical expenses, unless incurred as a result of an Accident, Illness or Bodily Injury;
  - (iii) Treatment provided other than by a qualified medical practitioner;
  - (iv) Expenses incurred within the Cardholder's Principal Country of Residence;
  - (v) Expenses incurred which are non-medical in nature e.g. telephone calls, newspapers etc.;
  - (vi) Services rendered without the authorisation and/or intervention of Assistance Provider;
  - (vii) Costs which would have still been payable if the event giving rise to the intervention of Crisis24 had not occurred;
  - (viii) Elective cosmetic surgery;
  - (ix) Expenses incurred for treatment not verified by a medical report;



- (x) Cases of minor Illness or Bodily Injury which in the opinion of the Assistance Provider Physician can be adequately treated locally and which do not prevent the Cardholder from continuing his/her travels or work;
- (xi) Expenses incurred where the Cardholder, in the opinion of the Crisis24 Physician, is physically able to return to his/her Principal Country of Residence seated as a normal passenger and without medical escort; and
- (xii) The first EUR 100.00 of each and every claim;

## Section 8: Personal accident cover

### 8.1 Full trip (i.e. at all times during the Journey)

- 8.1.1 If a Cardholder sustains Bodily Injury during a Journey and if, independently of any other cause, such Bodily Injury results in the death, Permanent Total Disablement or Dismemberment of the Cardholder, the Underwriters will pay to the Cardholder, or such person as may be selected by the Cardholder's legal personal representative(s), the sum detailed in Section 14 of this Certificate.
- 8.1.2 The cover provided under Section 8.1.1 commences with the Cardholder's departure from home where such Cardholder normally resides and shall end upon his/her return to that home.

### 8.2. Common Carrier

- 8.2.1 If during a Journey a Cardholder sustains Bodily Injury during the operative time below and if, independently of any other cause, such Bodily Injury results in the death, Permanent Total Disablement or Dismemberment of the Cardholder, the Underwriters will pay to the Cardholder, or such person as may be selected by the Cardholder's legal personal representative(s), the sum detailed in Section 14 of this Certificate.
- 8.2.2 The cover provided under Section 8.2.1 commences when the Cardholder enters an airport, seaport, railway or road station for the purpose of boarding a Common Carrier and ends upon disembarkation from such Common Carrier.

### Specific exclusions applying to Section 8

- 8.3 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for Personal Accident:
  - (i) Costs which would have still been payable if the event giving rise to the intervention of International SOS had not occurred;
  - (ii) More than one claim under this Section 8 in connection with the same Accident;
  - (iii) Expenses resulting from medical or surgical treatment except where Bodily Injury renders such treatment necessary; and
  - (iv) Bodily Injury sustained other than during a Journey.

## Section 9: Hospital daily indemnity

- 9.1 If a Cardholder sustains Bodily Injury or Illness during a Journey which results in the hospitalisation of the Cardholder, the Underwriters will indemnify the Cardholder or such person as may be selected by the Cardholder's legal personal representative(s), against the sum detailed in Section 14 of this Certificate, per day, up to a maximum of 30 days.

### Specific exclusions applying to Section 9

- 9.2 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover:
- (i) Services rendered without the authorisation and/or intervention of Crisis24;
  - (ii) Cases of minor Illness or Bodily Injury which, in the opinion of the Crisis24 Physician, can be adequately treated locally, and which do not prevent the Cardholder from continuing his/her travels or work;
  - (iii) The Cardholder suffering from sickness or disease not directly resulting from a valid claim for Bodily Injury or Illness;
  - (iv) Payment in respect of the first 48 hours of hospitalisation unless the period of hospitalisation exceeds 48 hours;
  - (v) Elective cosmetic surgery;
  - (vi) Expenses incurred after 12 months from the time of the Accident or first manifestation of Illness;
  - (vii) Expenses incurred within the Cardholder's Principal Country of Residence;
  - (viii) Expenses incurred for treatment not verified by a medical report; and
  - (ix) Dental or optical expenses, unless incurred as a result of an emergency.

### Section 10: Personal liability

- 10.1 If, whilst on a Journey, the Cardholder is involved in an incident which results in him or her becoming legally liable to pay damages or costs in respect of accidental death or Bodily Injury and/or accidental loss of or damage to material property belonging to any third party, the Underwriters will indemnify the Cardholder against all sums which they shall become legally liable to pay to a third-party claimant up to the limit specified in Section 14 of this Certificate.
- 10.2 The limit shown in Section 14 of this Certificate also covers the Cardholder's costs and expenses incurred with the prior written approval of Underwriters.
- 10.3 Special conditions:
- (i) The liability of the Underwriters for all sums payable by the Cardholder under this section shall not exceed the limits shown in Section 14 of this Certificate;
  - (ii) The Cardholder shall give immediate notice to the Underwriters of any occurrence for which there may be liability under this section and shall provide the Underwriters with such particulars and information as the Underwriters may require and shall forward to the Underwriters immediately on receipt any letter, writ, summons and process and shall advise the Underwriters in writing immediately the Cardholder has knowledge of any impending prosecution, inquest or inquiry in connection with the said occurrence;
  - (iii) No admission of liability or offer, promise or payment shall be made without the prior written consent of the Underwriters. The Underwriters shall be entitled at their discretion to take over settlement of any claim and to prosecute at their own expense and for their benefit any claim for compensation or damage against any other person. The Cardholder shall give any and all information and assistance required;

- (iv) The Underwriters may at any time and at their sole discretion pay to the Cardholder the maximum sum payable under this section in respect of any claim. The Underwriters shall then be exempt from all future liability under this section.

#### Specific exclusions applying to Section 10

- 10.4 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for Personal Liability:
- (i) Bodily Injury to employees of the Cardholder;
  - (ii) Liability arising out of:
    - a) the use of vehicles, aircraft or watercraft (other than manually propelled rowing boats, punts or canoes);
    - b) property belonging to or held in trust by or in the custody of, or control of the Cardholder;
    - c) any wilful or malicious act;
    - d) the ownership or use of firearms;
    - e) the carrying on of any trade, profession or business.
  - (iii) Liability to members of the Cardholder's family; and
  - (iv) Liability assumed by the Cardholder by agreement.

## Section 11: Baggage & Money

#### Loss of Baggage

- 11.1 If, whilst on a Journey, a Cardholder sustains loss, theft or damage to Baggage, the Underwriters will indemnify the Cardholder in respect of such loss or damage up to the limits shown in Section 14 of this Certificate.
- 11.2 In order to be reimbursed by the Underwriters, the Cardholder must provide a detailed description of the property along with its date of purchase and value. Bills, invoices or other proof are required. Lost, stolen or damaged property will be valued allowing for wear and tear at the time of the loss.
- 11.3 If, whilst on a Journey, a Cardholder sustains loss or damage to Money, Passport or Documents, the Underwriters will indemnify the Cardholder in respect of such loss or damage up to the limits shown in section 14 of this Certificate.
- 11.4 In order to be reimbursed by the Underwriters, the Cardholder must provide a detailed description of the Money, Passport or Documents lost.

#### Loss of Money

- 11.5 If, whilst on a Journey, a Cardholder sustains loss or damage to Money, the Underwriters will indemnify the Cardholder in respect of such loss or damage up to the limits shown in section 14 of this Certificate
- 11.6 In order to be reimbursed by the underwriters, the Cardholder must provide a detailed description of the Money lost.

#### Specific exclusions applying to Section 11

- 11.7 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for Loss of Baggage and/or money:
- (i) More than EUR 500 in respect of any one article;
  - (ii) More than EUR 500 in respect of Jewellery and Valuables in total;
  - (iii) Claims in respect of accessories for vehicles or boats.
  - (iv) Loss or damage due to:
    - a) moths, vermin, wear and tear, atmospheric or climatic condition or gradual deterioration;
    - b) mechanical or electrical failure;
    - c) any process of cleaning, repairing, restoring or alteration.
  - (v) More than a reasonable proportion of the total value of the set where the lost or damaged article is part of a pair or set;
  - (vi) Loss not reported to either the police, airline, shipping line or their handling agent within 24 hours of discovery and a written report obtained;
  - (vii) Loss due to confiscation or detention by customs or any other authority;
  - (viii) Losses from unattended vehicles unless secured in a locked boot;
  - (ix) Baggage left in a vehicle during the hours of darkness, even if protected by an alarm;
  - (x) Breakage of sports equipment in use or loss of or damage to bicycles or hired equipment;
  - (xi) Loss of or damage to contact, corneal or micro-corneal lenses;
  - (xii) The first EUR 140 of each and every claim;
  - (xiii) Loss of personal goods borrowed, hired or rented by the Cardholder.
  - (xiv) (In respect of Money) Devaluation of currency or shortages due to errors or omissions during monetary transaction.

## Section 12: Cancellation, Curtailment or Rearrangement

- 12.1 If a Cardholder incurs expenses as the direct and necessary result of the cancellation, curtailment or rearrangement of any part of the original plan for the Cardholder's Journey as the direct consequence of:
- (i) the Cardholder sustaining Bodily Injury or suffering Illness;
  - (ii) the death, Bodily Injury or Illness of the Cardholder's Relative;
  - (iii) compulsory quarantine, jury service, subpoena or hijacking involving the Cardholder; or
  - (iv) cancellation or curtailment of scheduled public transport services consequent upon strike, riot or civil commotion, mechanical breakdown or adverse weather conditions, then the Underwriters will be responsible for indemnifying the Cardholder for the unused portion of prepaid travel and accommodation expenses as included in the Journey as per the limits shown in Section 14 of this Certificate.

### Specific exclusions applying to Section 12

- 12.2 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for cancellation:
- (i) Costs, which would have still been payable if the event giving rise to the intervention of Crisis24 had not occurred;
  - (ii) Cases of minor Illness or Bodily Injury which, in the opinion of the Crisis24 Physician, can be adequately treated locally, and which do not prevent the Cardholder from continuing his/her travels or work;
  - (iii) Expenses incurred where the Cardholder, in the opinion of the Crisis24 Physician, is physically able to return to his/her Principal Country of Residence travelling as a normal passenger and without medical escort; and
  - (iv) Death or illness of any pet or animal.
- 12.3 Any of the following:
- a) the coronavirus disease (COVID-19);
  - b) any mutation or variation of COVID-19;
  - c) severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
  - d) any mutation or variation of SARS-CoV-2;
  - e) any epidemic, pandemic or mass outbreak of infectious disease;
  - f) any fear or threat of a), b), c), d) or e) above (whether actual or perceived).
- 12.4 Any loss, damage, liability, cost or expense arising directly or indirectly out of a Cyber Act or Cyber Incident.

## Section 13: Inconvenience

### Travel delay

- 13.1 In the event of:
- (i) industrial action;
  - (ii) adverse weather conditions
  - (iii) mechanical breakdown or derangement of the Cardholder's aircraft or sea vessel; or
  - (iv) the grounding of the aircraft on which the Cardholder is due to travel as a result of mechanical or structural defect; which results in the delayed departure of the Cardholder's flight or sailing for at least 4 hours on the outward or return Journey from the time shown in the carrier's travel itinerary as supplied to the Cardholder, the Underwriters will arrange a payment to the Cardholder.
- 13.2 The payment to the Cardholder under Section 13.1 is up to the limits as shown in Section 14 of this Certificate, per hour of delay, up to a maximum of 12 hours, provided always that the Cardholder shall have checked-in according to the itinerary given to him/her by the tour operator or carrier and shall have obtained written confirmation from the airline or shipping line or their handling agents that the flight or sailing was delayed by an event described in this section. Such confirmation must state the actual period of the delay.

- 13.3 The delay period shall be calculated from the scheduled departure time of the flight or sailing shown in the itinerary.

**Baggage delay**

- 13.4 In the event of a Cardholder's Baggage being temporarily lost or misplaced on an outward part of a Journey by the airline, shipping line or their handling agents, the Underwriters will reimburse the Cardholder up to the limits as shown in Section 14 of this Certificate per hour of delay, to a maximum of 12 hours. Written confirmation of such delay must be obtained from the airline, shipping line or their handling agents stating the actual period of the delay.

**Legal expenses**

- 13.5 The Administrator will, with the Underwriters' written consent, provide cover for legal expenses incurred up to the limits as shown in Section 14 of this Certificate arising from the pursuit of a claim against a third party who has caused Bodily Injury to or Illness or Death of the Cardholder by an incident occurring during a Journey.

**Winter Sports Benefit**

13.6 Ski Pack

If an account holder is unable to ski through Illness or Bodily Injury, the Underwriters will reimburse the Account Holder for the cost of the Account Holder's Ski Pack, up to the limit shown in Section 14.

Specific exclusions applying to Ski pack cover:

The Underwriters will not pay for accidental Injury, Illness or Death caused directly or indirectly by participation in the following winter sports: Ski-racing, ski- jumping, snowboarding without a leash, off-piste skiing unless accompanied by a qualified guide or instructor, heliskiing, ice hockey, bobsleighing, the use of skeletons, toboggans or luges, freestyle skiing or competitive skiing.

**Ski Area Closure**

If an Account Holder is unable to Ski due to adverse weather conditions at their pre-booked ski area, the Underwriters will reimburse the Account Holder for the extra transport and ski lift pass costs if they have to travel to another ski area, up to the limit shown in Section 14.

Specific conditions applying to Ski Area Closure Cover:

Written confirmation must be obtained from the appropriate authority to confirm that the ski area was closed and / or it was not possible to travel to another resort. Cover for ski area closure is only available for journeys that commence within 105 days from 15th December in any given year.

**Specific exclusions applying to Section 13**

- 13.7 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for inconvenience Benefits:
- (i) Payment in respect of the first 4 hours of delay;
  - (ii) Delay resulting from the failure of the Cardholder to provide the necessary correct documentation;
  - (iii) Delay resulting from the failure of the Cardholder to allow reasonable time to reach the point of departure given the circumstances known at the time;
  - (iv) Delay arising as a result of any official Government suspension or cancellation of a service;

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- (v) Active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrections;
  - (vi) In respect of Baggage delay, loss, temporary loss/ misplacement not reported to either the police, airline, shipping line or their handling agent within 24 hours of discovery and a written report obtained;
  - (vii) In respect of Missed Departure, costs incurred where confirmation of the failure of public transport has not been obtained;
  - (viii) In respect of legal expenses, any costs or expenses incurred in pursuing claims against a travel agent, tour operator, insurer, insurance agent or carrier, but this exclusion only applies to the travel agent, tour operator, insurer, insurance agent or carrier contracted as part of the original Journey and not any third party's carrier booked directly by the Cardholder during the Journey;
  - (ix) In respect of legal expenses, any claim where, in the opinion of the Underwriters, there is insufficient prospect of success in obtaining a reasonable benefit;
  - (x) In respect of legal expenses, claims against any employer or whilst carrying on any business, trade or profession;
  - (xi) In respect of legal expenses benefits rendered without the authorisation and/or intervention of Crisis24;
- and
- (xii) In respect of legal expenses, claims for professional negligence.

Section 14: Summary of benefits, limits of indemnity and excesses

SECTION	BENEFIT	BENEFIT LIMIT PER CARDHOLDER PER EVENT IN EUR	EXCESS PER CARDHOLDER PER EVENT IN EUR
6	Medical and travel assistance services	None	None
7	Emergency medical expenses	2,000,000	100.00
	Emergency Evacuation & Repatriation expenses	1,000,000	100.00
8	Personal accident		
	1. Full Trip	50,000	N/A
	2. Common carrier	250,000	N/A
		For children aged 16 and under benefit is limited to 3,000	
		None	
	Domestic Common Carrier		None
9	Hospital daily indemnity	50	N/A
10	Personal liability	1,000,000	N/A
11	Baggage and money		
	Loss of baggage	10,000	140.00
	Loss of Money	250	75.00
12	Cancellation	15,000	100.00
13	Inconvenience benefits		
	Travel delay	25	4 hours
	Baggage Delay	60	4 hours
	Document replacement	None	None
	Hijack	None	None
	Legal Expenses	25,000	None
	Ski Pack	300	None
	Ski area closure	300	None

Compensation payable in respect of personal accident



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1.	Death	100% of sums above
2.	Total and irrecoverable loss of sight of one or both eyes	100% of sums above
3.	Loss of one or two limbs	100% of sums above
4.	Permanent Total Disablement (other than above)	100% of sums above

The total payment for a single personal accident will not exceed 100 % the sum above.

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## Section 15: General conditions

- 15.1 The Cardholder must take reasonable care to prevent loss, theft, damage, Accident, Bodily Injury or Illness, and to protect, save and/or recover personal property.
- 15.2 Underwriters shall use its best endeavours to provide the Benefits and Services described in this Certificate, but any help and intervention depends upon, and is subject to local availability and has to remain within the scope of national and international law and regulations, and intervention depends on Crisis24 obtaining the necessary authorisations issued by the various authorities concerned. Crisis24 shall not be required to provide Benefits and Services to Cardholders who, in the sole opinion of Crisis24, are located in areas which represent war risks, political or other conditions such as to make such Services impossible or reasonably impracticable.
- 15.3 Written notice of any Accident, proceedings or any other event which may give rise to a claim shall be given to Underwriters within 30 days of the occurrence or as soon as reasonably practicable. All certificates, information, consents and evidence required by Underwriters shall be provided at the expense of the Client or Cardholder or his/her legal representative. A claim form must be completed by the Cardholder and submitted to Underwriters within 90 days of expenditure being incurred. This time limit may be extended subject to the prior approval of Underwriters where supporting accounts are not available in time. All documents submitted in respect of expenditure incurred must be originals and not photocopies.
- 15.4 If fraudulent means or devices are used by the Cardholder and/or anyone acting on his/her behalf to obtain any Benefits or Services provided under this Certificate, any and all rights in respect of the concerned Cardholder in terms of this Certificate shall be forfeited immediately.
- 15.5 If the Benefits and Services of this Certificate are covered in whole or in part by any other insurance policy and/ or other source, the Cardholder shall only be entitled to claim those costs which cannot be recovered by the Cardholder from such other policy / sources.
- 15.6 Any portion of a Cardholder's travel ticket which is unused following the provision of evacuation /repatriation services or cancellation benefits is to be surrendered to Crisis24.
- 15.7 Underwriters may at any time and at their own expense and without prejudice to this Certificate take proceedings in the name of the Cardholder to obtain compensation or secure an indemnity from any third party in respect of any loss or Bodily Injury giving rise to the provision of Benefits and Services.

## Section 16: General exclusions applying to all sections

This Certificate does not cover:

- 16.1 Expenses which are more specifically covered by or recoverable from any other insurance policy or national insurance programme under which the Cardholder is covered;
- 16.2 Expenses incurred as a result of claims for events occurring after the Journey;
- 16.3 Any pre-existing defect, infirmity or condition for which the Cardholder is receiving medical treatment, advice or consultation at the time of travelling or at the time of arranging travel;
- 16.4 Any Journey booked or undertaken against medical advice;
- 16.5 Situations where a Journey was specifically undertaken with the intention of obtaining medical treatment;
- 16.6 Situations where a Journey was booked after receipt of a terminal prognosis to the Cardholder or Relative;
- 16.7 Expenses related to psychiatric disorders, infirmities or conditions for which treatment has previously been received;
- 16.8 Expenses related to pregnancy, unless unexpected complications for which treatment has previously been received;
- 16.9 Situations arising from or in any way connected with a wilfully self-inflicted Bodily Injury or Illness, insanity, alcohol, drug or substance abuse or self-exposure to needless peril (except in an attempt to save human life) including suicide;
- 16.10 Claims resulting from the failure of the Cardholder to exercise all reasonable care to protect himself/herself and his/her property;
- 16.11 The commission of, or the attempt to commit, an unlawful act;
- 16.12 Any expense, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to expenses in any way caused or contributed to by an Act of Terrorism or war;
- 16.13 Any expense which is a direct result of nuclear reaction or radiation;
- 16.14 Consequential loss other than stated as being specifically covered;
- 16.15 Services provided by any party other than Assistance Provider for which no charge would be made if this Certificate were not in place;
- 16.16 Claims notified more than 90 days after the date of loss;
- 16.17 The Cardholder exercising any form of hazardous work in connection with any business, trade or profession;
- 16.18 The Cardholder engaging in any form of aerial flight except as a farepaying passenger on a regular scheduled airline or licensed charter aircraft over an established route;
- 16.19 Any expense related to an Accident or Bodily Injury occurring while the Cardholder is engaged in any hazardous activity, pastime or pursuit, caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang-gliding, deep-sea diving utilising hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organised sports undertaken on a professional or sponsored basis;

- 16.20 The Cardholder engaging in active service in the armed forces of any nation;
- 16.21 The Cardholder engaging in active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrections; and
- 16.22 Any Bodily Injury, illness, death, loss, expenses or any other liability attributable to HIV (Human Immune deficiency Virus) or AIDS (Acquired Immune Deficiency Syndrome) or any similar syndrome whatever it is called unless contracted during a medical investigation, test or course of treatment (unless related to drug abuse or sexually transmitted diseases).

## Section 17: Intermediary

- 17.1 The intermediary for this contract is WestMed Insurance Services, to whom all correspondence should be addressed.

## Section 18: Security

- 18.1 LSW 1001 (Insurance)

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co subscribing insurer who for any reason does not satisfy all or part of its obligations.

## Section 19: Requesting emergency or travel assistance

- 19.1 Emergency medical and travel assistance services are available 24 hours a day from Crisis24. In the event that the Cardholder requires these services, please call +44 (0) 207 902 7131.

## Section 20: How to make a claim

- 20.1 In the event of an event occurring that may give rise to a claim under this Certificate, the Cardholder, or his representative, should call +44 (0) 208 865 3054 during UK office hours of 09.00 to 17.00hrs. Outside normal UK working hours, the cardholder should contact [trustednovustravel@westmed.gi](mailto:trustednovustravel@westmed.gi) and request a claim form or call back during office hours as stated above.
- 20.2 The Cardholder must first check his/her policy wording and the relevant section(s), terms, conditions and exclusions, to ensure that what you are intending to claim for is covered. Original invoices, receipts, official reports, tickets, agreements, credit or debit card slips, or other documentary evidence will be required to be submitted in support of any claim.
- 20.3 Upon contacting Crisis24 to report a claim, the Cardholder should request a claim form, which should be returned to the address given within 28 days, along with all required supporting documentation. Claimants are advised to retain copies of all documents for their own reference.

Before settling any claims Crisis24 must validate the card by sending an email to [trustednovustravel@westmed.gi](mailto:trustednovustravel@westmed.gi)

This email will contain the following information obtained from the client:

- (i) Full Name
- (ii) Advise that they are Trusted Novus Bank Cardholders

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(iii) First and last four numbers of their visa card.

Westmed will then forward the email to [cards@trustednovusbank.gi](mailto:cards@trustednovusbank.gi) to validate the information.

## Section 21: Complaints Procedure

In the first instance the Cardholder should write with details of the complaint to the Policyholder and Market

Assistance Department at Lloyd's.

Their address is:

Policy holder and Market Assistance Department

Lloyd's

One Lime Street London

EC3M 7HA

Tel No: +44 (0)20 7327 5693

Email: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

In the event that the Policyholder and Market Assistance Department is unable to resolve the complaint, it may be possible for it to be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

Please note that where we deal with you through a retail agent, in respect of claims that you refer to us, we act as an agent for the Insurers and not as agent for you.

## Section 22: Data Protection Act 1998

We collect Personal Data from applicants for our insurance products and from communications with policy holders including claims under insurance policies. We act as a Data Controller for all Personal Data we obtain from customers and prospective customers and comply with obligations under the Data Protection Act 1998.

We may disclose the Personal Data obtained to our subcontractors, service providers and agents in connection with the provision of goods and services to us and our customers. In order to prevent and detect fraud we may at any time share information about you with other organisations and public bodies including the police, undertake credit searches and additional fraud searches, and check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, will record this. We and other organisations may also search agencies and databases to:

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- a) Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household
  - b) Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies.
  - c) Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;

We can supply on request further details of the databases we access or contribute to.

The recipients of Personal Data from us may be located outside the European Economic Area in countries which do not have the same level of legal protection of Personal Data as the European Union, and where we provide Personal Data to parties in such countries we will have in place agreements under which the recipient agrees to protect the Personal Data to standards which are equivalent to the standards observed by us to comply with data protection laws within the European Union. Where a person provides us with Personal Data about any other individual, he or she warrants that they have full rights to disclose the Personal Data to us to use for the purposes for which it is disclosed.

For the purposes of this clause the following terms shall have the meanings set out below, which are the meanings given to them in the Data Protection Act 1998:

“Personal Data” means data which relate to a living individual who can identified:

- a) from those data, or
- b) from those data and other information, which is in the possession of, or is likely to come into the possession of, the Data Controller, and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual

“Data Controller” means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are or are to be processed.

## Section 23: Endorsement - Gibraltar residents traveling to Spain

**Endorsement Effective Date:** 1st March 2022

It is hereby noted and agreed that Emergency Medical Expenses is hereby extended to all qualifying cardholders resident in Gibraltar for travel into Spain without the requirement of any preassigned ticketing nor payment of transport or accommodation.

Cover for the above is extended to family (as defined on the policy wording) without the requirement of the cardholder to travel with them.

All other terms, clauses and conditions remain unaltered.