

Diners Club Europe **Card Member Insurance – Terms and Conditions**

Ireland

Diners Club has subscribed an insurance package for the benefit of its card holders with the insurance company Chartis Europe SA. This document is an abstract of the complete policy T&C. The complete wording can be examined upon specific request. In case of litigation only the policy is valid. The insurance coverage will automatically stop, without notification to card holders, when the insurance contract between Diners Club and Chartis Europe SA is terminated.

1. DEFINITIONS

Unless otherwise specified, the terms used in this policy always refer to the definitions below.

INSURANCE:	The insurance contract.
POLICY:	The document proving the Insurance.
INSURER:	CHARTIS EUROPE S.A. – Rappresentanza Generale per l'Italia – Via della Chiusa, 2 – 20123 Milano
POLICYHOLDER:	Citibank International plc trading as Diners Club UK, a company registered in England: 01088249, Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB. VAT No. 429625629.
CARDHOLDER:	Any person holding a valid Diners Club Card issued in his/her name.
INSURED:	1) Any Cardholder who has activated coverage; 2) the relatives of any Cardholder insured who travel with him/her; 3) any person who has activated coverage with a LODGED Diners Club Card. In case of multiple tickets purchasing in the same transaction, each traveller who will use the ticket.
RELATIVE:	The spouse, the parents or the dependent children under 23 years of age who are still studying, providing they are living together with the Cardholder
LODGED CARD:	A Diners Club card which is issued expressly in order to allow the purchasing of multiple tickets from the supplier with whom the card is lodged. For the purpose of identifying the Diners Club Card activating the coverage, the use of a Lodged Card amounts to the payment made by the Cardholder.
ACTIVATION OF COVERAGE:	Any single coverage described in the chapters below is effective providing that the journey ticket or the right to use the public conveyance is entirely paid for with a Diners Club Card.
INSURED JOURNEY:	Subject to activation of coverage, Insured Journey means the period of time from the Insured's alighting from the Common Carrier, after arrival at the final destination of the journey, and the Insured's boarding again the Common Carrier in order to return to his/her principal place of abode or place of business. Any Insured Journey must cover a distance of 100 km at least from the main place of abode or place of business to the final destination. In no way will the usual trip from the Cardholder's home to the Cardholder's place of business, including the return trip, be considered an Insured Journey. Coverage during an Insured Journey will be provided up to a maximum of 90 days from the day the journey begins.
BUSINESS TRAVEL:	Any Insured Journey which is taken exclusively on the demand and on behalf of the company with whom the Insured is employed or, if the Insured is a freelancer, in connection with business purposes. Cover does not include daily trips to and from the office or journeys made during leaves, temporary absence or holidays, regardless of distance and duration of the journey.

LEISURE TRAVEL:	Any insured journey not for business purpose (see Business Travel definition) and made during holidays, regardless of distance and duration of the journey.
BENEFICIARY:	Any person designated to collect the indemnity in the event of death of the Insured. The Insured may change the designated beneficiary at any moment, without the approval of the designated beneficiary, by filing a written request for change to CHARTIS EUROPE S.A. Any notice of designation or change of any beneficiary shall be sent by registered letter with advice of receipt. In failure thereof, the legal or testamentary heirs will be considered beneficiaries.
ABROAD:	Any Country other than the country where the Insured usually lives, to the exclusion of the Country where the Insured has residence and the Country where the Diners Club Card activating the cover has been issued.
PREGNANCY COMPLICATIONS:	Conditions requiring hospitalisation and whose diagnoses are distinct from pregnancy but are unfavourably conditioned by conception and/or caused by pregnancy. These conditions include nephritis, nephrosis, heart failure, threatened abortion as well as similar or equally serious medical and surgical conditions. Pregnancy Complications also include caesarean section, ectopic pregnancy and spontaneous abortion. Pregnancy Complications do not include neurovegetative manifestations of the first trimester, hyperemesis gravidarum, preeclampsia and those conditions associated with dealing with a difficult pregnancy that are not a pathological complication distinct from pregnancy.
HOSPITALISATION:	An overnight stay in a Health Care Institution.
HEALTH CARE INSTITUTION:	Any public hospital, clinic or nursing home, either private or operating within the National Health Service under an agreement, duly entitled to admit patients. Thermal establishments, convalescence centres and/or similar facilities are not included.
ACCIDENT:	Any event arising from a fortuitous, violent and external cause, which causes visible bodily injuries resulting in death, permanent or temporary disablement.
DISEASE:	Any alteration in health conditions which does not arise from an accident, can be clinically and objectively ascertained and occurs while the Insured is travelling.
SUDDEN/UNEXPECTED DISEASE:	Any acute-onset disease that the Insured was not aware of and that in any case is not the manifestation, even sudden, of a prior disease known to the Insured.
PRE-EXISTING DISEASE:	Any disease that is the expression or the direct consequence of pathological conditions that are chronic or pre-existing to the journey made by the Insured.
PHYSICIAN:	Someone having a degree in medicine and being qualified to practise the profession. A physician cannot be the Insured or a relative of the Insured.
COMMON CARRIER:	Planes, trains, ferries, ships, bus, coaches and taxi, provided they are duly licensed to carry passengers and are available to the public for transportation purposes. Charter flights are also included. However, hovercrafts and helicopters are always excluded.
REGULAR LINE PUBLIC CONVEYANCE:	Any Common Carrier with persons transport license and authorized to public transportation by law.
PERSONAL LUGGAGE:	Clothing and personal belongings, suitcases, trunks and other containers, used by the Insured during the journey, including those purchased during the journey.
WAR:	War shall mean war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

TERRORISM:

Terrorist Act shall mean any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts.

2. Insuring Agreement and Covers

Covers described in this policy will only be provided if the Insured has activated coverage under the terms and conditions and in the manner specified in this insurance contract.

Covers provided under this insurance contract will automatically cease 90 days after the day on which the Insured leaves his/her main abode to start an Insured Journey.

All insurance covers will no longer be effective on the renewal date of this policy after the 70th birthday of the Insured except for:

- Cover A- Common Carrier;
- Cover B – Rental Car
- Cover E - Luggage Delay;
- Covers F/G Delayed Flight and Cancelled Flight

This insurance is valid worldwide, unless otherwise specified.

The Cardholder and any person insured shall take all reasonable precautions to prevent or lessen injury or loss and shall make any effort to recover personal effects that did not arrive at destination.

TABLES OF BENEFITS

The following tables summarise the schedule of coverage and insured sums according to the card product held:

Card Type - Personal Classic, Travel Accounts and Central Billed Accounts		
ID	Description	Sum Insured – Limit of Liability €
A	Common Carrier	250,000
B	Rental Car	250,000
E	Luggage Lost / Stolen / Delayed	1,500
F/G	Delayed Flight (F) and Cancelled Flight (G)	200

Card Type - Corporate Classic		
ID	Description	Sum Insured – Limit of Liability €
A	Common Carrier	350,000
B	Rental Car	350,000
D	Insured Journey – 24h	350,000
E	Luggage Lost / Stolen / Delayed	1,500
F/G	Delayed Flight (F) and Cancelled Flight (G)	500
H	Medical Expenses (Foreign Business Travel only)	50,000

Personal Accidents

Article 1 – Automatic Accident Cover

The insurance under this section is afforded for accidents suffered by the Insured while the Insured:

A – Common Carrier: is travelling exclusively as a passenger on board a **Common Carrier** covering a distance of more than 100 km, when the total cost of travel ticket has been purchased with the Diners Club card.
 The insurance is effective from the time of **Insured's** boarding a public conveyance and the alighting from such public conveyance.

Cover is extended to the trip taken on board a regular line public conveyance from the principal place of abode hotel or place of business (whichever is the last location left) to the point of departure of the **Common Carrier**, including the return journey to home or office (whichever is reached first). This cover extension is provided regardless the travel ticket for the trip to the point of departure of the Common Carrier, including the return journey, has been purchased with the Diners Club card.

B – Rental Car: is travelling as a passenger or driver of a rental car only if the rental fare was paid with a Diners Club Card by the **Cardholder**.

D – Insured Journey – 24 h is on a Business Travel or a Leisure Travel. This coverage is effective 24 h a day. The fare for the **Common Carrier** used to reach the final destination must be entirely paid with a Diners Club Card by the Cardholder. In case of Leisure Travel this coverage applies only for travel abroad. In case of Business Travel this coverage applies worldwide (including the country where the insured has residence and the country where the Diners Club Card activating the cover has been issued).

Article 2 – Flight Accident Cover – NOT APPLICABLE

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Article 3 – Indemnities Provided in Case of Accident.

Whereas Accident also means:

1. non-morbid asphyxia;
2. acute poisoning resulting from swallowing or absorption of substances;
3. drowning;
4. frostbite or congelation;
5. sunstroke or heat stroke.
6. injuries caused by efforts, to the exclusion of infarction and hernia.

The following indemnities will be paid as a result of the events described in articles 1 and 2 of this chapter:

i) INDEMNITY IN CASE OF DEATH

When the accident results in the death of the Insured within 24 months from the date of the accident, the Insurer will pay to the designated beneficiaries the indemnity stated for the Diners Club Card used to activate coverage. If no beneficiary has been designated, the sum insured will be paid in equal parts to the Insured's heirs.

The Insurer is aware that, if the competent Judicial Authorities, according to their laws, declare the alleged accidental death of the Insured and the Insured's assigns prove that the accident is indemnifiable under the policy, the alleged death of the Insured will be treated as physical death for the purposes of this contract. If indemnity has been paid and the Insured returns or indisputable news of the Insured are given, the Insurer will be entitled to the reimbursement of the amounts paid and the related expenses, and the Insured will have the opportunity to assert any rights that he would have had if he had sustained injuries covered under this policy.

ii) INDEMNITY IN CASE OF PERMANENT TOTAL DISABLEMENT

If the accident results in any of the following losses within 24 months from the date of the accident, based on the amount set for the Diners Club Card used to activate the coverage, the insurance Company shall pay for total loss of:

one upper or lower limb and the entire sight of one eye	100% of the sum insured
one lower and one upper limb	100% of the sum insured
two or more limbs	100% of the sum insured
the sight of both eyes	100% of the sum insured
the use of speech and hearing in both ears	100% of the sum insured
the sight of one eye	50% of the sum insured

one lower or upper limb

50% of the sum insured

In any case, total indemnity shall not exceed 100% of the sum insured.

Total loss of sight means complete and irrecoverable loss of vision.

Loss of a lower limb means complete severance of same above the ankle. Loss of an upper limb means complete severance of same above the wrist.

Total loss of use of speech and hearing means complete and irrecoverable loss of the ability to speak and hear.

iii) INDEMNITY IN CASE OF 12-MONTH TEMPORARY TOTAL DISABLEMENT

If as a result of an accident and within 24 months from the date of the accident, the injured person is totally unable to carry out any activity or occupation whatsoever and such disablement continues seamlessly for a period of 12 consecutive months, THE INSURANCE COMPANY will pay 100% of the Sum Insured set for the Diners Club Card used to activate the coverage. This clause does not apply to Insured persons under 18 years of age.

In the event of an accident giving right to indemnification under ii) Indemnity in Case of Permanent Total Disablement, this coverage will not apply.

Article 4 – Multiple Indemnities.

Indemnities for 12-month Temporary Disablement and for Permanent Total Disablement cannot be cumulated.

If any indemnity is paid for Permanent Total Disablement or 12-month Temporary Total Disablement and the Insured dies within 24 months from the accident as a result of such disablement, the Insurer shall pay to the designated beneficiaries, or to the heirs if no beneficiary has been designated, the difference between the indemnity paid and the sum insured in case of death when the latter amount is higher and will not claim any refund if the contrary is true.

The right to permanent disablement indemnity is personal and as such cannot be transferred to heirs.

Article 5 – Minors

For Insured persons under 18 years of age, the sums insured amount to 2.5% of those specified in article 3 of this Chapter and in Chapter 2, based on the Diners Club Card used to activate the coverage.

Article 6 – Maximum Indemnity per Card

The maximum indemnity payable to one or more Insured persons cannot exceed the limits specified in the table below for each Diners Club Card, even when the individual calculations, made according to the contract, result collectively in a higher amount of indemnity.

The reduction resulting from the limits above will be calculated proportionally to the sum insured for each person.

Card Profile	Limit €
Personal Classic; Travel Accounts and Central Billed Accounts	750,000.00
Corporate Classic	1,050,000.00

Article 7 – Uninsurable Persons

Cover is not provided to:

- persons above 70 years of age (this exclusion will be effective only for Insured Journey - 24 H).
- alcoholics, drug addicts, or persons suffering from epilepsy, AIDS or any of the following mental illnesses: schizophrenia, organic brain syndromes, manic-depressive disorders, paranoiac states; cover will cease as soon as any of the conditions above manifests itself.

Article 8 – Exclusions

This insurance does not cover accidents caused:

- a) by driving or use of air and sub-marine means of transport, subject to the provisions of article 1;
- b) during voluntary enlistment, recall to serve in the armed forces for mobilisation or for exceptional reasons;
- c) by driving of any motor vehicle or motor boat if the Insured does not possess the necessary qualification, unless in case of driving with an expired driving licence but only if, at the time of accident, the Insured met the conditions for renewal;
- d) by the professional practice of sports in general;
- e) by the practice, even non professional, of boxing, weight lifting and wrestling, different forms of fight, mountaineering with rocks or glacier climbing, speleology, ski or water-ski jumping, acrobatic skiing, bobsleigh, rugby, deep-diving, parachuting and air sports in general (hang gliding, ultra-lights and similar sports);
- f) by the participation in competitions (and the related trials) implying the use of motor vehicles or motor boats, with the exception of regularity competitions;
- g) by the participation in horse races, soccer matches, cycling races (and the related trials), unless they have a recreational purpose;
- h) by inebriety or psychotropic drugs or by the non-therapeutic use of narcotics or hallucinogens;
- i) by surgeries, examinations or medical treatments that were made necessary by reasons other than an accident;
- j) by wrongful acts committed or attempted by the Insured;

- k) by transmutation of the atom nucleus or radiation caused by artificial acceleration of atomic particles, or exposure to ionising radiation; by any nuclear, chemical or biological contamination
- l) by the participation in exceptional challenges (including among others: oceanic sailing races, extreme skiing, etc.);
- m) by AIDS
- n) by War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power;
- o) by the intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act.

Article 9 – Notification of Loss

Notice of the accident, mentioning the place, day and time of the event and of the causes that gave rise to the accident, together with a medical certificate shall be given in writing to the Insurer's Administrative Office, or to the Broker that the policy is assigned to, within 5 days from the accident and from the moment that the Insured or the assigns were able to report the accident. Afterwards, the Insured shall notify the medical certificates reporting on the course of injuries.

Travel Inconvenience

Article 10 – When Cover is Granted

Coverage under this section is granted only if the fare for a flight that was delayed or cancelled or that caused the loss of luggage was entirely paid with a Diners Club Card. The route indicated on the ticket is considered to be a single air travel, including any connection. Limits of liability mentioned in this section are set per Card and per air travel, regardless of the number of people travelling with the Diners Club Card that activated the coverage.

Article 11 –Luggage Delay (E)

In the event that the personal luggage of the Insured that was checked into the custody of the airline on which the Insured is travelling fails to arrive at destination within **4 hours** after the Cardholder has reached the destination specified on the airline ticket, CHARTIS EUROPE S.A. shall pay to the Insured an amount up to the limits specified for each Diners Club Card in the table under Chapter 2.

The Insurer shall refund all costs of purchases of replacement clothing and toiletries that are necessary to continue the journey.

Cover is only provided for delays of flights of airlines that operate officially scheduled flights to regularly serviced destinations. For dates, departure times, connections and destinations, general reference is made to the ABC World Airways Guide as well as to the information on the journey ticket.

The Insured shall make any effort to recover his/her own luggage as well as the luggage of any other accompanying insured persons.

Article 12 – Exclusions - Luggage Delay (E)

The Insurer shall not be liable:

- 1) for claims not reported to competent persons of the airline as soon as the Insured becomes aware of the delay to or loss of luggage;
- 2) for any single piece of clothing or toiletries that the Insured has purchased more than 4 days after actual arrival at the destination airport;
- 3) when the luggage delay occurs during the return flight to the Insured's principal place of abode or place of business or the return flight in the route;
- 4) for purchases made after the delivery of the baggage to the Insured by the airline, or the confiscation or seizure of baggage by any government or public authority.
- 5) for any loss arising out of War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
- 6) for any loss arising out of the intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act.
- 7) for any claim 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

Article 13 – Notification of Luggage Delay (E)

The loss shall be notified within 21 days from the delay to or the loss of the luggage.

The Insured shall immediately give notice of delay or loss to the Carrier at the arrival airport.

In order to obtain the refund, the Insured shall deliver to CHARTIS EUROPE S.A.: any receipts of the expenses incurred as a result of the delay to or loss of the baggage, a Carrier's Certificate stating that the luggage was not delivered within 4 hours after the arrival at the destination airport, the boarding card and the P.I.R. (lost luggage report) delivered by the airline.

Article 14– Delayed Flight (F) and Cancelled Flight (G)

This cover will be provided if the delay of the flight booked by the Cardholder and duly confirmed exceeds by more than **4 hours** the carrier's official scheduled time.

This cover will only be provided in the following cases and only if the Cardholder has paid the fare for travel by using a Diners Club Card account:

1. the Insured is denied boarding a flight previously booked and regularly confirmed as a result of overbooking and experiences a delay of more than 4 hours from the scheduled time of the booked flight.
2. the delay of the flight exceeds by more than 4 hours the carrier's scheduled time.
3. the flight is cancelled and postponed by more than 4 hours from the scheduled time.
4. In case of a flight delay causes the insured travelling to miss a connected flight, when there is no other flight available within 4 hours.

Under any of the above-mentioned circumstances, the Insured will obtain a refund up to the limit set for the Diners Club Card that activated the cover. Costs incurred for necessary and essential purchases will be refunded, providing that such purchases are made with the Diners Club Card and refer to meals, refreshments, hotel costs and costs incurred from and to the airport. Use of Diners Club Card to purchase what stated above is not necessary for Insured by Lodged Card.

Cover will be provided only for delays of flights of airlines that operate officially scheduled flights to regularly serviced destinations. For dates, departure times, connections and destinations, reference will be made to the ABC World Airways Guide as well as to the information on the journey ticket, if need be.

The cover also extends to delays due to temporary withdrawal of any aircraft from service by reason of fog, of which official notice has not been given at least 3 hours before the official departure time.

Article 15– Limit per Card – Luggage Delay (E), Delayed Flight (F) and Cancelled Flight (G)

The per card limit of liability applied to Luggage Delay and Delayed/Cancelled Flight during all sections of the journey as are specified on the airline ticket is as follows, provided that limits per insured are set by Table of Benefit in Chapter 2:

1) Luggage Delay

Card Profile	Limit €
Personal Classic; Travel Accounts and Central Billed Accounts	4,500.00
Corporate Classic	4,500.00

2) Flight Delay and Flight Cancellation

Card Profile	Limit €
Personal Classic; Travel Accounts and Central Billed Accounts	600.00
Corporate Classic	1,500.00

Article 16 – Exclusions - Delayed Flight (F) and Cancelled Flight (G)

The Insurer will not be liable:

- 1) if an alternative flight has been made available to the Insured within 4 hours after the scheduled departure time;
- 2) for delays that are attributable to the failure of the Insured to check-in for the booked flight when due, unless it is due to strikes or to suspension/cancellation of flights of which notice has not been timely given;
- 3) for delays due to strikes or for suspension/cancellation of flights of which notice has been given within 24 hours of commencement of the journey;
- 4) for delays due to temporary or permanent withdrawal of an aircraft from service as a result of an order, instruction or suggestion given or made by any airport authority, civil aviation authority or any other similar authority of any Country of which notice has been given before start of the journey.
- 5) for any loss arising out of War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
- 6) for any loss arising out of the intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act
- 7) for any claim 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

Article 17 - Claim for Damages - Delayed Flight (F) – Cancelled Flight (G)

The loss shall be notified within 21 days from the delay of flight.

In order to obtain the refund, the Insured shall deliver to THE INSURANCE COMPANY any receipts of the expenses incurred, a Carrier's Certificate confirming the delayed flight, confirmation of the booking or a copy of the boarding card.

Medical Expenses

Article 18 – When Medical Expenses are Reimbursed (coverage H)

This coverage is granted only while the Cardholder is on a **business travel abroad**.

Cover is effective only if the ticket of the **Common Carrier** used to reach the final destination was entirely paid with a Diners Club Card by the Cardholder.

Article 19 – Insuring Agreement

In case of an accident or an unexpected disease affecting the Insured while on a **business travel abroad**, the Insurer shall pay for any justified expenses up to €50,000.00 per card with a €100.00 deductible per claim.

Cover applies to medical expenses specified by the assisting Physician and include:

- 1) medical and anaesthesiology services;
- 2) hospitalisation and use of an operating theatre;
- 3) diagnostic, laboratory and imaging tests;
- 4) ambulance services;
- 5) drugs.

The Insurer shall extend cover to medical expenses incurred in the country of residence of the Insured for treatment obtained following an accident or disease caused by, resulting from or suffered or contracted during the **business travel** covered by this insurance. The initial treatment for this accident or disease must have been obtained during the **business travel** and all expenses must have been incurred within 90 days from the date that the Insured is no longer **abroad**.

Article 20 – Exclusions

The Insurer shall only pay for expenses incurred for medical treatment prescribed by an authorised Physician or given by a recognised hospital. Indemnity will not be paid for loss wholly or partly arising from:

- 1) the taking by the Insured of any drug, medication or treatment not prescribed by a Physician;
- 2) a level of alcohol in the blood of the Insured equal or above the level admitted by the laws governing the use of motor cars;
- 3) suicide, attempted suicide or intentionally self-inflicted injury;
- 4) War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power;
- 5) the intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act.
- 6) transmutation of the atom nucleus or radiation caused by artificial acceleration of atomic particles, or exposure to ionising radiation; any nuclear, chemical or biological contamination

No indemnity will be paid for expenses that were incurred for:

- 1) medical treatment in the country of residence of the Insured, subject to the provisions set forth in the last paragraph of article 19;
- 2) pre-existing diseases with predictable symptoms;
- 3) pregnancy, with the exception of Pregnancy Complications occurring within the first 6 months;
- 4) psychiatric diseases and neurosis;
- 5) sexually transmitted diseases, AIDS, HIV infections and infections associated with AIDS;
- 6) plastic surgery, with the exception of operations that are necessary as a result of an accident covered under this policy;
- 7) rehabilitation treatment of any type given in consequence of accidents or diseases, psychoanalytic treatments, sojourns in rest homes, physiotherapy and withdrawal therapies;
- 8) ophthalmologic treatments, glasses, contact lenses, hearing aids, dental care and dental prosthesis, unless these are the direct consequence of an insured accident;
- 9) treatment given by chiropractors or osteopaths;
- 10) medical check-ups not related to medical need;
- 11) vaccinations and any related complications.

3. General Conditions

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Jurisdiction

All disputes will be submitted to the jurisdiction of the local country Court or, at the claimant's choice, of the courts of the place where the Agent/Broker to which the policy has been assigned is based, or where the contract has been executed.

Article 29 – Applicable Law

Unless otherwise stated in this policy, the applicable laws are the laws in force in the countries where the Certificates of Insurance are applied.

Claim Settlement

Article 30 – Settlement Requirements

The Insurer shall be liable to pay for any consequences directly and exclusively resulting from the accident that are independent of any physical and pathological pre-existing or arising conditions. Therefore, the impact that the accident may have had on these conditions, as well as the damage that these conditions may cause to the injuries resulting from the accident, are indirect consequences and as such do not give right to any payment. Similarly, in case of any pre-existing mutilation or physical defect, the Permanent Disablement benefit will be paid only for direct consequences of the accident as

if the accident had affected a physically healthy person, regardless of the greater detriment resulting from the pre-existing conditions, subject to paragraph 3 – Article 3 - Indemnity in Case of Permanent Disablement.

Article 31 – Arbitration – Appraisal

If the parties fail to agree as to the amount or the validity of loss, the Insured, or the Insured's beneficiary, or CHARTIS EUROPE S.A. may file a written request for appraisal; thereafter the Insured, or the Insured's beneficiary, may appoint their own appraiser. After examining the facts, each appraiser will estimate the amount of loss; in the event of disagreement, the appraisers will select an umpire.

Any estimate that is agreed by two of the three experts (i.e., the appraisers and the umpire) will be binding on the parties. The Insured and CHARTIS EUROPE S.A. will each pay their chosen appraiser and will bear equally the expenses of the umpire and the appraisal.

In no event will this policy extend to any carrier or any other depositor.

Article 32 – Subrogation – Recovery against Third Parties

In the event that CHARTIS EUROPE S.A. makes any payment for loss sustained by any Insured, CHARTIS EUROPE S.A. will be subrogated to the Insured's rights related to such loss, based on the principle of "subrogation". The Insured shall contribute to preserving the rights of CHARTIS EUROPE S.A. towards the persons liable for the loss, and will execute all documents required and take any other measure that might be reasonably necessary. Once CHARTIS EUROPE S.A. is subrogated to the Insured's rights, the Insured shall sign a specific subrogation form, delivered by CHARTIS EUROPE S.A. For Personal Accident coverage, CHARTIS EUROPE S.A. waives its right to recovery against any third parties liable for the accident.

Article 33 – Settlement of Loss

As far as payment of loss is concerned:

- a) The Insurer cannot be requested to deliver credit guarantees, pledges, charges, transfer deeds or other deeds in relation to this policy;
- b) The receipt of payment will discharge the Insurer from any other amount relating to the loss. Once the indemnity has been paid, the Insured or the Insured's beneficiaries will not be entitled to sue the Insurer. In case of multiple beneficiaries, the maximum amount payable shall not exceed the amount of indemnity.

All the claims should be sent to:

Chartis Insurance Ireland Limited
Chartis House
Merrion Road
Dublin 4

Tel 01-2081400

If calling from abroad +353 1 208 1400
