

insurance details

This policy covers:

Barclaycard Commercial Platinum Corporate Cards

Barclaycard Commercial Platinum Credit Cards

Barclaycard Business Gold Corporate Cards

Barclaycard Business Gold Credit Cards

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Guide to Insurance

About our insurance services

In the following section 'we/us' refers to Barclays Bank PLC.

Name and address of the insurance intermediary

Barclaycard is a trading name of Barclays Bank PLC. Barclays Bank PLC. Registered Office: 1 Churchill Place, London E14 5HP, United Kingdom.

The Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates financial services. It requires **us** to give you this document. Use this information to decide if our services are right for you.

Statutory status

Barclays Bank PLC is authorised and regulated by the Financial Services Authority (FSA) in the UK. Our FSA register number is 122702.

FSA register

You can check that **we** are registered by the FSA by visiting their website <http://www.fsa.gov.uk/pages/register> or by contacting the FSA on **+44 84 5606 1234**.

Advice or information

You have not received advice on whether these policies are suitable for your needs. You should make your own choice on whether these policies are suitable. **We** also recommend that you regularly review your insurance policies to make sure they adequately fulfil your needs.

Your insurer

We only offer free Extended Warranty, Purchase Protection, Cardholder Misuse Insurance and Travel Insurance through International SOS Insurance Services Limited, Landmark House, Hammersmith Bridge Road, London W6 9DP, United Kingdom (who place the travel cover with ACE European Group Ltd and the Extended Warranty, Purchase Protection and Cardholder Misuse Insurance with certain underwriters at Lloyd's of London). International SOS Insurance Services are authorised and regulated by the FSA.

What to do if you have a complaint

Please contact:
Customer Services Dept.
Barclaycard Commercial
PO Box 3000
Teesdale Business Park
Stockton-on-Tees TS17 6YG
UNITED KINGDOM
Email: cbc.customer@barclaycard.co.uk
Website: www.barclaycard.co.uk/commercial

If you are still not happy, you may be able to request a review from the Financial Ombudsman Service (FOS). The FSA established the FOS to independently review

complaints made by personal or small business customers who at the time of making the complaint are:

1. a consumer;
2. a micro-enterprise;

which is defined as:

- a. employs fewer than 10 persons; and
- b. has a turnover or annual balance sheet that does not exceed €2 million.

In this definition, "enterprise" means any person engaged in an economic activity, irrespective of legal form and includes, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.

3. a charity which has an annual income of less than £1 million at the time the complainant refers the complaint to the respondent; or
4. a trustee of a trust which has a net asset value of less than £1 million at the time the complainant refers the complaint to the respondent.

Their address is: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, United Kingdom.

Financial Services Compensation Scheme (FSCS)

Barclays Bank PLC is covered by the FSCS. You may be entitled to compensation from the scheme if **we** cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the whole claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS on **+44 20 7892 7300** or by visiting their website at www.fscs.org.uk

You will not be entitled to compensation from the scheme if you are a:

- pension or retirement fund or anyone who is a trustee of such a fund (except a trustee of a small self-administered scheme);
- supranational institution, government or central administrative authority;
- provincial, regional, local and municipal authority;
- large company (i.e. not a small company as defined in the Companies Act 1985);
- large mutual association (i.e. a mutual association or unincorporated association with net assets of more than £1.4 million (or its equivalent in any other currency)); or
- large partnership (i.e. a partnership or unincorporated association with net assets of more than £1.4 million (or its equivalent in any other currency)).

Purchase Protection

Policy information

Introduction

This is a policy summary. It does not contain the full terms and conditions of our Purchase Protection product. Full terms and conditions can be found within this booklet.

Your policy provides cover for items against loss, theft or damage following purchase.

Your Purchase Protection policy is provided through International SOS Insurance Services Limited (registered number 312228).

Eligibility

- Only items with a purchase price in excess of £50;
- A purchase where the entire purchase amount is made with one of the cards listed on the front of this document; and
- Losses that occur within 90 days of purchase.

Significant features and benefits

- Loss, theft or damage;
- Items purchased as gifts; and
- Registration of the item is not necessary.

Limits

| Cover | |
|---|---------|
| Any one item | £3,000 |
| Any one occurrence (each and every claim) | £6,000 |
| Aggregate in any twelve-month period | £12,000 |

Significant exclusions and/or limitations

- Boats;
- Motorised vehicles;
- Land or buildings;
- Travellers Cheques, tickets of any kind, negotiable instruments, bullion, rare or precious coins, cash or its equivalent;
- Plants or animals; and
- Consumables, perishables or services.

The full exclusions and limitations are contained in the terms and conditions.

Making a claim

If you need to make a claim, please contact Barclaycard Commercial Travel Insurance Claims to obtain a claim form on +44 28 9037 1441 or at barclaycardclaims@osg.ie

Period of Insurance

From 1st January 2012 or the date that the policyholder opened a valid corporate card account (whichever is the later), until the policyholder has been advised by Barclays that the policy has been amended or terminated or the policyholder ceases to hold a valid corporate card account (whichever is the earlier).

Extended Warranty

Policy information

Introduction

This is a policy summary. It does not contain the full terms and conditions of our Extended Warranty product. Full terms and conditions can be found within this booklet.

Your Extended Warranty policy is provided through International SOS Insurance Services Limited (registered number 312228). Your policy provides cover to extend the original manufacturer's warranty period to a period not exceeding 24 months, from the date of purchase.

Eligibility

- Only items with a purchase price in excess of £50; and
- A purchase where the entire purchase amount is made with one of the cards listed on the front of this document.

Significant features and benefits

- Cover if the purchase ceases to operate satisfactorily and requires repair;
- Items purchased as gifts; and
- Registration of the item is not necessary.

Limits

| Cover | |
|---|---------|
| Any one item | £3,000 |
| Any one occurrence (each and every claim) | £6,000 |
| Aggregate in any twelve-month period | £12,000 |

Significant exclusions and/or limitations

- Boats;
- Motorised vehicles;
- Land or buildings; or
- Consumables, perishables or services.

The full exclusions and limitations are contained in the terms and conditions.

Making a claim

If you need to make a claim, please contact Barclaycard Commercial Travel Insurance Claims to obtain a claim form on +44 28 9037 1441 or at barclaycardclaims@osg.ie

Period of Insurance

From 1st January 2012 or the date that the policyholder opened a valid corporate card account (whichever is the later), until the policyholder has been advised by Barclays that the policy has been amended or terminated or the policyholder ceases to hold a valid corporate card account (whichever is the earlier).

Purchase Protection and Extended Warranty Policy Terms and Conditions

This certificate shall be governed and construed in accordance with the laws of England and the courts of England shall have jurisdiction in any dispute arising hereunder unless otherwise agreed by the underwriters in writing.

Meaning of words

Benefits shall mean the indemnified **Benefits** supplied by the underwriters under the terms and conditions of this certificate, as set out in Sections 3, 4 and 6 Description of Cover and Schedule of Benefits.

Card means a card issued pursuant to Barclaycard Commercial card programmes in which the **Benefits** and services of this certificate have been incorporated.

Cardholder/s shall mean any person who has a valid **Card** issued by Barclays Bank PLC.

Covered Purchase means an item purchased by an **Eligible Person** and paid for by using an **Eligible Account**. For a purchase to be considered a covered purchase, the entire purchase amount for the item must have been made through the **Eligible Account**.

Due Diligence means the performance of all vigilant activity, attentiveness and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect a **Covered Purchase** from loss, theft or damage.

Eligible Account means the account(s) described in the Schedule(s) of Benefits.

Eligible Person means any **Eligible Account** holder that is a:

1. business incorporated in the United Kingdom; or
2. business incorporated in the United Kingdom as a Parent Company with a Subsidiary Company incorporated within the EEA.

Limit of Indemnity refers to the maximum amount 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.

Mysterious Disappearance means the vanishing of a purchased item in an unexplained manner where there is an absence of evidence of a wrongful act by a person or persons.

Period of Insurance

From 1st January 2012 or the date that the policyholder opened a valid **Corporate Card Account** (whichever is the later), until the policyholder has been advised by Barclays that the policy has been amended or terminated or the policyholder ceases to hold a valid **Corporate Card Account** (whichever is the earlier).

Stolen means a loss which involves the disappearance of a **Covered Purchase** from a known place under the circumstances that would indicate the probability of theft.

Section 1: Geographical limits

- 1.1 The services and **Benefits** are provided on a worldwide basis.

Section 2: Eligibility

- 2.1 An **Eligible Person's** coverage shall terminate on the earliest of:
- a. the date the **Eligible Person** is no longer eligible to participate; or
 - b. the date an **Eligible Account** is defined as ineligible by Barclays Bank UK; or
 - c. the date this policy is terminated.

Section 3: Description of Cover (Purchase Protection)

3.1 Purchase Protection

Subject to the Schedule(s) of Benefits, if a **Covered Purchase**, or a **Covered Purchase** given as a gift, is **Stolen** or damaged, **Benefits** will be paid subject to the Purchase Protection Valuation section below and up to the amounts described in the Purchase Protection Scope of Coverage section.

Losses must occur within:

- a. 90 Domestic days; and
- b. 90 International Overseas days of the date of the **Covered Purchase**. No registration of the **Covered Purchase** is necessary.

Coverage is excess of £50.00 each and every occurrence or any other applicable insurance or indemnity the **Eligible Person** may have. Coverage is limited only to those amounts not covered by any other insurance or indemnity, up to the original purchase amount. In no event will this coverage apply as contributing insurance. This insurance is excess of all other valid and collectable insurance clauses found in other insurance or indemnity language.

3.2 Purchase Protection Valuation

The company shall be liable for the lesser of the following amounts:

- a. the amount of the **Covered Purchase** indicated on the **Eligible Account**; or
- b. the actual cost to repair or replace the **Covered Purchase** with an item of like kind and quality.

With respect to a **Covered Purchase** which consists of articles in a pair or set, the company's liability shall be limited to the cost of any particular part(s) which may be **Stolen** or damaged, unless the articles are unusable individually and cannot be replaced individually; provided, however, liability for items of jewellery or fine arts consisting of articles in a pair, set or collection will not be more than that

cost of any particular parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair, set or collection.

With respect to a **Covered Purchase** which consists of articles in a pair or set, the insurer's liability shall be limited to the cost of any particular part(s) which may be **Stolen** or damaged, unless the articles are unusable individually and cannot be replaced individually; provided, however, liability for items of jewellery or fine arts consisting of articles in a pair, set or collection will not be more than that cost of any particular parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair, set or collection.

3.3 Purchase Protection Scope of Coverage

The maximum liability of the underwriters under this policy is as indicated in the Schedule(s) of Benefits.

Coverage limits for **Eligible Persons** are subject to limitations stated in the Schedule(s) of Benefits.

Exclusions to Section 3

3.4 Covered Purchases do not include:

- a. boats;
- b. motorised vehicles (including but not limited to aeroplanes, automobiles and motorcycles) or their motors, equipment and accessories (including but not limited to communication devices intended solely for use in the vehicle);
- c. land or buildings (including but not limited to homes and dwellings);
- d. Travellers Cheques, tickets of any kind, negotiable instruments, bullion, rare or precious coins, cash or its equivalent;
- e. plants or animals;
- f. consumables and perishables;
- g. items which the **Eligible Person** damages through alteration (including cutting, sawing or shaping); or
- h. services (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods, property or professional advices of any kind).

3.5 Theft of, or damage to, jewellery, cameras or video recording equipment contained in baggage is not covered unless carried by the **Eligible Person** by hand or under the personal supervision of the **Eligible Person** or the **Eligible Person's** travelling companion previously known to the **Eligible Person**. Items listed as **Stolen** will be subject to Valuation, Scope of Coverage and Exclusions.

3.6 Coverage is not provided for theft or damage caused by fraud, abuse, wear and tear, gradual deterioration, moths, vermin, inherent product defects, war or

hostilities of any kind (including but not limited to invasion, rebellion or insurrection); any weapon of war employing atomic fission or radioactive force, whether in time of peace or war and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by the perils insured against in this policy; confiscation by any government, public authority or customs official; risks of contraband, losses arising from illegal activity or acts; act of God (including but not limited to flood, hurricane and earthquake); **Mysterious Disappearance**; property while in the care, custody or control of any common carrier.

3.7 Coverage is not provided for loss or damage when the **Eligible Person** fails to exercise **Due Diligence** to avoid or diminish loss or damage to **Covered Purchases**.

3.8 Items **Stolen** from public places are not covered unless they are locked wherever and whenever circumstances permit. **Stolen** items are not covered unless they are reported as **Stolen**, within 36 hours, to the police or an appropriate authority where the incident took place.

4.6 Items **Stolen** from unattended vehicles are not covered. Any additional exclusions are indicated in the Schedule(s) of Benefits.

Section 4: Description of Cover (Extended Warranty)

4.1 Extension to Purchase Protection Insurance

Subject to the Schedule(s) of Benefits, coverage is provided which doubles the original manufacturer's warranty period, if applicable, to a period of not exceeding twenty-four (24) months from the date the **Covered Purchase** was bought as indicated in the applicable Schedule of Benefits. Coverage is also provided for items which carry a store brand warranty, but only if the store warranty is on a store-branded item. If a warranty is purchased with the product, in addition to the manufacturer's original warranty or store warranty, coverage hereon is applicable only after all other warranties expire but only within twenty-four (24) months from the date the **Covered Purchase** was bought. No registration of the **Covered Purchase** is necessary. **Covered Purchases** given as gifts are covered.

If a **Covered Purchase** ceases to operate satisfactorily and requires repair during the period covered by this policy, **Benefits** will be paid to cover the cost of the repair. The item may be replaced, instead, at the company's option. In no event will this policy pay more than the actual purchase.

Exclusions to Section 4

4.2 Covered Purchases do not include:

- a. boats;
- b. motorised vehicles (including but not limited to aeroplanes, automobiles, trailers and motorcycles) but their motors, equipment and accessories (including but not limited to communication devices intended solely for use in the vehicle);
- c. land or buildings (including but not limited to homes and dwellings);
- d. consumables and perishables or services (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods, property or professional advices of any kind).

4.3 Any additional exclusions are indicated in the Schedule(s) of Benefits.

Section 5: Terms and Conditions

The coverage provided by this policy is subject to the following terms and conditions:

5.1 Notification of Claims

If any covered loss occurs, notice must be provided to underwriters within forty-five (45) days of the date that the incident occurred. Failure to give notice within forty-five (45) days from the date of the incident will result in a denial of the claim. The **Eligible Person** shall take all reasonable measures to protect, save and/or recover the property.

5.2 Claims Forms

The underwriters or their authorised agent, upon receipt of a notice of claim, will furnish to the **Eligible Person** the necessary forms for filing proof of loss.

5.3 Proof of Loss

Written proof of loss including any required information necessary to support a claim must be furnished to the underwriters or its authorised agent at its said location within ninety (90) days after the date of the incident. The policy will only pay claims that are completely substantiated in the manner requested within twelve (12) months after the incident date.

For **Covered Purchase** claims, the **Eligible Person** must complete the claim form and attach all requested documentation, including a legible copy of the credit card charge slip and/or store receipt and police report or other proof of loss.

5.4 Time of Payment of Claims

Benefits payable under this policy for any loss will be paid immediately upon receipt of the written proof of such loss and all required information necessary to support the claim. The underwriters may in any claim for damage recoverable hereunder, require the **Eligible Person** to send the damaged item to an address designated by the underwriters at the **Eligible Person's** expense.

5.5 Payment of Claims

All **Benefits** payable will be paid to the **Eligible Person** or, in the case of death, to the **Eligible Person's** estate.

5.6 Misrepresentation and Fraud

Coverage as to an **Eligible Person** shall be void if, whether before or after a loss, the **Eligible Person** has concealed or misrepresented any material fact or circumstances concerning this insurance or the subject thereof, or the interest of the **Eligible Person** therein, or if the **Eligible Person** commits fraud or false swearing in connection with any of the foregoing.

5.7 The Underwriters' Right to Recover From Others

If the underwriters make payment they are entitled to recover such amounts from other parties or persons. Any party or person to or from whom the underwriters make payment must transfer to us his or her rights of recovery against any other party or person. The party or person transferring such must do everything necessary to secure these rights and must do nothing that would jeopardise them.

5.8 Legal Actions

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this policy.

5.9 Conformity with State Statutes

Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which this policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statutes.

Section 6: Schedule of Benefits

6.1 Definitions

Eligible Account(s) means card accounts if in good standing and open to use, with or without balances.

Card means a **Card** issued pursuant to Barclaycard Commercial card programmes in which the **Benefits** and services of this certificate have been incorporated.

Eligible Person means holders of **Cards** issued to **Eligible Accounts** by Barclays Bank UK.

6.2 No person or entity other than the **Eligible Person(s)** shall have any legal or equitable right, remedy or claim of insurance proceeds and/or damages under or arising out of this coverage.

6.3 Schedule of Benefits

Coverage shall be provided as described herein pursuant to any limitations, exceptions and exclusions which follow:

Purchase Protection

Coverage is subject to a limit of £3,000 per item, £6,000 per occurrence and of £12,000 per **Cardholder** per annum;

Extended Warranty

Coverage is subject to a limit of £3,000 per item, £6,000 per occurrence and of £12,000 per **Cardholder** per annum;

Excess subject to a maximum liability of £1,000,000 for all claims by **Eligible Persons** under both Extended Warranty and Purchase Protection in any one insurance year of this policy.

Each and every occurrence or loss £50.00.

Section 7: Intermediary

The coverage provided by this policy is subject to the following terms and conditions:

7.1 The intermediary for this contract is Barclays Bank PLC. Registered Office: 1 Churchill Place, London E14 5HP, United Kingdom.

Section 8: How to make a claim

The coverage provided by this policy is subject to the following terms and conditions:

8.1 In the event of an event occurring that may give rise to a claim under this certificate, the **Cardholder**, or his/her representative, should call **+44 28 9037 1441** during UK office hours of 09:00 to 17:00hrs. Outside normal UK working hours, the **Cardholder** should contact and request a claim form or call back during office hours as stated above.

In the event a claimant wishes to correspond using an email facility after initially registering a claim via telephone communication, they may correspond using email: **barclaycardclaims@osg.ie**

8.2 The **Cardholder** must first check his/her policy wording and the relevant section(s), terms, conditions and exclusions, to ensure that what he/she is 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.

8.3 Upon reporting 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.

Section 9: Complaints Procedure

The Claims Administrator, OSG Travel Claims Services, aims to provide a high-class service at all times. However, if the service is found to be unsatisfactory, the following procedure is available to resolve the problem.

In the first instance the **Cardholder** should write with details of the complaint to: The Complaints Officer, OSG Travel Claims Services, PO Box 1086, Belfast BT1 9ES, United Kingdom.

If the problem remains unresolved, the situation can be referred to the Policyholder and Market Assistance Department at Lloyd's, who may, in certain circumstances, be able to review the matter.

Their address is:
Policyholder and Market Assistance Department
Lloyd's
One Lime Street
London EC3M 7HA
Tel: **+44 20 7327 5693**
Fax: **+44 20 7327 5225**
E-mail: **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.

Travel Insurance

Policy information

Introduction

This is a policy summary. It does not contain the full terms and conditions of our Travel Insurance Cover. Full terms and conditions can be found within this booklet.

Your Travel Cover policy is arranged through International SOS Insurance Services Limited (registered number 312228). Your policy provides cover whilst you are on a business trip for bodily injury resulting in total disability or death sustained whilst travelling on, getting into or out of public transport.

International SOS Insurance Services Ltd arranges cover for you with ACE European Ltd.

Your policy has been arranged to provide cardholders of one of the cards listed at the front of this document with Business Travel Insurance benefits.

Eligibility

- To have access to the benefits covered by the policy you must have used one of the cards listed in the contents of this document to pay for the total invoiced cost of any trip.
- The benefits are only applicable to journeys where the primary purpose of the trip is the conduct of business.
- If you have seen a doctor in the last 12 months or are receiving regular treatment or prescription medication for an existing medical or psychological condition, you should get advice as to whether this policy is suitable for you.

The cover includes up to three colleagues.

Significant features and benefits

- Personal Accident Benefit of £ / € 250,000 during your trip when travelling on public transport – £ / € 25,000 at any other time while you're there.
- Evacuation & Repatriation Expenses – up to £ / € 1 million.
- Emergency Medical Expenses – up to £ / € 2 million worldwide.

- Cancellation – up to £ / € 3,000.
- Travel delay – up to £ / € 300.
- Hospital Benefit – £ / € 25 per day (for a maximum of 30 days or £ / € 750).
- Emergency personnel replacement – up to £ / € 1,000.
- Personal Baggage replacement – up to £ / € 1,200.
- Lost money – replacement up to the value of £ / € 500.
- Personal Liability – up to £ / € 1 million.
- Legal expenses – up to £ / € 25,000.

Significant exclusions and/or limitations

- Any property or expense covered by any other insurance.
- Any claim occurring after the first 90 days of your journey.
- Expenses incurred as a result of claims occurring after a journey.
- Your taking part in professional or organised sports.
- Flying on a non-scheduled airline or licensed charter aircraft over an established route.

The full and specific exclusions and limitations are contained in the terms and conditions.

Making a claim

If you need to make a claim, please contact Barclaycard Commercial Travel Insurance Claims to get a claim form on +44 28 9037 1441 or at barclaycardclaims@osg.ie

Period of Insurance

From 1st January 2012 or the date that the policyholder opened a valid corporate card account (whichever is the later), until the policyholder has been advised by Barclays that the policy has been amended or terminated or the policyholder ceases to hold a valid corporate card account (whichever is the earlier).

Travel Insurance Policy Terms and Conditions

Travel Insurance Policy Reference 54UK429194

Important: This document details the benefits available to you under the policy. Please take it with you when you travel.

Important Information

The words and phrases appearing in bold type and starting with a capital letter in this policy document always have the same meanings wherever they appear. These meanings are explained in the General Definitions section of this policy document.

Card Travel Insurance for any one of the cards listed on the front of this document is arranged with ACE European Ltd (ACE) using International SOS Assistance Services (**SOS**) to provide assistance services.

This policy has been arranged to provide the holder of any one of the cards listed on the front of this document (the **Policyholder**) with Business Travel Insurance benefits.

This policy should be read carefully to ensure that it meets the **Policyholder's** requirements. If there are any queries, these should be directed to International SOS Insurance Services Ltd, or directly to ACE. This policy should be kept in a safe place – it may be needed for reference if a claim is made.

ACE will, subject to the terms, conditions, provisions and exclusions of this policy, provide the insurance in the manner and to the extent set out in this policy.

The benefits under this policy remain in force for as long as the **Policyholder** has a valid **Corporate Card Account**, or until the **Policyholder** has been advised by **Barclays** that this policy has been terminated.

Journeys Covered

To be covered under this policy:

1. the total invoiced cost of the **Journey** must have been paid using any one of the cards listed on the front of this document; and
2. the primary purpose of the **Journey** must be the conduct of **Business**.

Journeys Not Covered

ACE will not cover any **Journey** where at the time the **Journey** is booked (or at commencement of the **Period of Insurance** if later) and/or at the point the **Insured Person** commences the **Journey**:

1. the **Policyholder**, or the **Insured Person** has any reason to believe that it may need to be cancelled or curtailed; or is aware of any other circumstance that could reasonably be expected to result in a claim under this policy;

2. the **Insured Person**:

- a. has been advised by a **Doctor** not to travel;
- b. has been diagnosed as suffering from a terminal illness; or
- c. is planning to have medical treatment during the **Journey**; or
- d. is waiting for medical investigation, referral, treatment or the results of such medical investigation, referral or treatment.

If, due to a change of circumstances the **Journey** would have been covered when booked (or at commencement of the period of insurance, if later), but will not be covered by the time the **Journey** is due to commence, the **Policyholder** may be entitled to submit a cancellation claim under Section 4 of this policy.

Health Exclusions

This policy contains exclusions relating to the **Insured Person's** health. In addition to the exclusions stated under Journeys Not Covered, ACE will not pay any claim directly or indirectly caused by or arising or resulting from, or in connection with:

1. any condition for which an **Insured Person**:
 - a. was receiving regular medical treatment or advice at the time the **Journey** was booked;
 - b. had received in-patient treatment in the twelve months immediately prior to commencement of the **Journey**;
2. the **Insured Person** suffering from:
 - a. any psychological or psychiatric condition diagnosed before commencement of the **Journey**;
 - b. a sexually-transmitted disease;
 - c. infection with Human Immune Deficiency Virus (HIV) or other forms of the virus, Acquired Immune Deficiency Syndrome (AIDS) and AIDS-Related Complex (ARC).

Payment of Benefits

This policy has been arranged for the benefit of the **Policyholder**. To help reduce the **Policyholder's** administrative workload in connection with this policy, ACE will automatically settle the following claims directly with the **Insured Person**:

1. claims under **Personal Belongings** and/or **Money** which belong to the **Insured Person**;
2. all claims under Travel Delay, Hospital Confinement **Abroad**, Delayed Baggage and Hijack,

and the **Insured Person's** receipt shall be a sufficient discharge of ACE's liability to indemnify or pay the benefits concerned.

The **Policyholder** may at any time request that ACE cease paying claims direct to **Insured Persons** by writing to ACE at Barclaycard Commercial Card Travel Claims, PO Box 1086, Belfast BT1 9ES. ACE will cease paying claims direct to the **Insured Person** from the date of receipt of such request.

Currency

For cards issued under the **Corporate Card Account** in:

1. £ Sterling, the £ Sterling benefits, limits and excesses stated in this policy apply;
2. € Euro, the € Euro benefits, limits and excesses stated in this policy apply;
3. any currency other than £ Sterling or € Euro, the £ Sterling benefits, limits and excesses stated in this policy apply.

When Cover Ends Automatically

All cover will end automatically at midnight on the day the **Policyholder** ceases to be a **Corporate Account Holder**.

General Definitions

Certain words in this policy have a specific meaning. They have this specific meaning wherever they appear in this policy and are emboldened and start with a capital letter(s).

Abroad

Outside the **Insured Person's Country of Domicile**.

Accident/Accidental

A sudden, external and identifiable **Event** that happens by chance and could not have been expected. The word **Accidental** shall be construed accordingly.

Act of Terrorism

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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Aggregate Limit

The maximum amount that ACE will pay the **Policyholder** per **Event**.

Any One Claim

All claims or legal proceedings including any appeal against judgement consequent upon the same original cause, **Event** or circumstance.

Barclays

Barclays Bank PLC.

Benefit Amount/Benefit Limit/Limit of Indemnity

The appropriate Benefit Amount, Benefit Limit or Limit of indemnity stated in the cover section concerned.

Bodily Injury

Injury which is caused solely by **Accidental** means and which independently of illness or any other cause results in the **Insured Person's** death or **Permanent Total Disablement** within twelve months from the date of the **Accident**.

Business

The business of the **Policyholder**.

Business Documents

Business folders files and presentations, whether printed or contained on computer disks or other media, the property of or in the custody or control of an **Insured Person** and which are required for their **Journey**.

Colleague(s)

Business associates, clients, guests or other persons all of whom are under the age of 75 at the date the **Journey** commences, and who are travelling with the **Corporate Cardholder** on a **Journey**.

Corporate Card Account

The account held by the **Corporate Account Holder** for any one of the cards listed on the front of this document.

Corporate Account Holder

The account held for any one of the cards listed on the front of this document, that is a:

1. **Business** incorporated in the **United Kingdom**; or
2. **Business** incorporated in the **United Kingdom** as a **Parent Company** with a **Subsidiary Company** incorporated within the **EEA**.

Corporate Cardholder

Anyone aged under 75 at the date the **Journey** commences, who at the time the claim occurs:

1. holds a valid card for any one of the cards listed on the front of this document issued under the **Corporate Card Account**; and
2. is employed by:
 - a. the **Corporate Account Holder**; or
 - b. a **Subsidiary Company** of the **Corporate Account Holder** incorporated within the **EEA** in connection with the **Business**.

Country of Domicile

The country in which the **Insured Person** is usually resident during the period of insurance.

Doctor

A doctor or specialist who is registered or licensed to practise medicine under the laws of the country in which they practise other than:

1. an **Insured Person**; or
2. a partner of the **Insured Person**; or
3. a member of the immediate family of the **Insured Person**; or
4. an employee or director of the **Policyholder**.

EEA

The European Economic Area, as defined by the European Union at the date a claim occurs.

At the date this policy was prepared the EEA consists of Austria; Belgium; Bulgaria; Cyprus; Czech Republic; Denmark; Estonia; Finland; France; Germany; Greece; Hungary; Iceland; Republic of Ireland; Italy; Latvia; Liechtenstein; Lithuania; Luxembourg; Malta; The Netherlands; Norway; Poland; Portugal; Romania; Slovakia; Slovenia; Spain; Sweden and the **United Kingdom**.

Effective Time

Any time during the **Period of Insurance** when an **Insured Person** is travelling on a **Journey**.

Event

All instances of **Bodily Injury** arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event shall be limited to 72 consecutive hours and within a 10-mile radius. No instance of **Bodily Injury** occurring outside such period and/or radius shall be included in that event.

Excess

The first amount of each and every claim, which is payable by the **Policyholder**, and which will be deducted from the claim. The excess applies separately under each section, in respect of each **Insured Person**.

Hijack/Hijacked

The unlawful seizure or taking control of an aircraft or other means of transport in which an **Insured Person** is travelling as a passenger.

Hijackers

The perpetrators of a **Hijack**.

Hospital

Any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the **Insured Person** is under the constant supervision of a **Doctor**.

Insured Person(s)

The **Corporate Cardholder** and up to three accompanying **Colleagues**.

Journey

Up to the first 90 days of any trip **Abroad** during the **Period of Insurance** made primarily for **Business** purposes and for which the total invoiced cost has been paid using any one of the cards listed on the front of this document.

The cover provided under Section 4 for cancellation and rearrangement commences from the date of booking the **Journey** or commencement of the period of insurance if later, and continues until the **Insured Person** leaves home or normal place of **Business** (whichever is left first) to commence the **Journey**.

All other cover commences at the time the **Insured Person** leaves home or normal place of **Business** (whichever is left first) to commence the **Journey** and continues until the **Insured Person** arrives back at home or normal place of **Business** at the end of the **Journey** (whichever is reached last) or at midnight local standard time, on the 90th day of the trip or on expiry of the period of insurance, whichever occurs first.

Legal Expenses

Fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the **Legal Representatives** in pursuing a claim or legal proceedings for damages and/or compensation against a third party or in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator; and/or costs for which there is a legal liability to pay following an award of costs by any court or tribunal or an out of court settlement made in connection with any claim or legal proceedings.

Legal Representatives

The solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person firm or company appointed to act on behalf of the **Policyholder** or **Insured Person**.

Money

Coins or bank notes (cash), postal or money orders, signed Travellers Cheques and other cheques, letters of credit, travel tickets, promotional vouchers, petrol coupons or other prepaid coupons, credit or debit cards, which belong to or are in the custody and control of an **Insured Person** and are intended for travel, meals, accommodation and personal expenditure only.

Parent Company

A company that owns or controls other subsidiaries.

Period of Insurance

From 1st January 2012 or the date that the **Policyholder** opened a valid **Corporate Card Account** (whichever is the later), until the **Policyholder** has been advised by **Barclays** that the policy has been amended or terminated or the **Policyholder** ceases to hold a valid **Corporate Card Account** (whichever is the earlier).

Permanent Total Disablement

Disablement which has lasted for at least 12 months, which in ACE's opinion is beyond hope of recovery, will in all probability continue for the remainder of the **Insured Person's** life and which results in their inability to perform or give attention to any gainful occupation for which they are fitted by way of training, education or experience.

Personal Belongings

Personal articles which are the property of the **Insured Person** or for which they are responsible, and which are taken on or acquired during the **Journey**.

Policyholder

The **Corporate Account Holder**.

Public Transport

Any public transport by road, rail, sea or air with a licensed carrier operating a standard or charter passenger service.

SOS

International SOS Assistance Ltd – the medical assistance company.

Subsidiary Company

Any company in which the **Corporate Account Holder** holds 50% or more of the shares or voting power or over which it has control of it through other means.

United Kingdom

England, Scotland, Wales and Northern Ireland (excluding the Isle of Man and the Channel Islands).

War

Armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

General Conditions

Cancellation

Barclays may cancel a **Policyholder's** cover under this policy by giving 30 days' notice in writing to the **Policyholder**.

Choice of Law

This policy shall be governed by and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute. Communication of and in connection with this policy shall be in the English language.

Compliance with Policy Requirements

The **Policyholder**, the **Insured Persons** and where relevant the **Policyholder's** representatives, shall comply with all applicable terms and conditions specified in this policy.

Contracts (Rights of Third Parties) Act

The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this policy. Only ACE and the **Policyholder** can enforce the terms of this policy. No other party may benefit from this contract as of right. The policy may be varied or cancelled without the consent of any third party.

Data Protection

ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to it. ACE will also ensure that it uses information fairly, for its intended purpose and will retain records only for as long as necessary. ACE European Group Limited is part of the ACE Group of companies. ACE and other group companies will use information given, together with other information supplied during the course of the policy, for the administration of this policy, the handling of claims and the provision of customer services. For these purposes and for the provision of fraud, the information may also be disclosed to and used by:

1. ACE's service providers and agents; and/or
2. the **Policyholder's** agents, where appointed; and/or
3. other insurers and regulatory bodies.

ACE may also transfer certain information to countries that do not provide the same level of data protection as the **United Kingdom** for the above purposes. A contract will be in place to ensure the information transferred is protected.

The **Policyholder** has a right to request a copy of the information (for which ACE may charge a small fee) and to correct any inaccuracies. To make sure instructions are followed correctly and to improve ACE's service through staff training, telephone calls may be monitored and recorded.

Financial Services Authority

ACE European Group (ACE) is authorised and regulated by the Financial Services Authority (FSA). FSA Firm Reference Number FRN202803. Full details can be found on the FSA's register by visiting <http://www.fsa.gov.uk/register> or by contacting the FSA on **+44 30 0500 5000**.

Interest

No sum payable by ACE under this policy shall carry interest unless payment has been unreasonably delayed by ACE following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by ACE, it will be calculated:

1. from the date of final receipt of such certificates, information or evidence; and
2. at the base rate established by the Bank of England on such date.

Reasonable Precautions

The **Policyholder** and the **Insured Person** shall take all reasonable steps to avoid or minimise any loss or damage and to recover any property which has been lost or **Stolen**.

Trust

The **Policyholder** holds its rights under this policy on trust for the benefit of the **Insured Persons** and, where applicable under the terms of the policy, for itself.

Claims Conditions

Co-operation

The **Insured Person** shall as soon as possible after the occurrence of any **Accidental Bodily Injury** or illness:

1. obtain and follow the advice of a **Doctor**;
2. co-operate with and follow the advice of an independent rehabilitation case manager where appointed by ACE and ACE shall not be liable for any consequences of the **Insured Person's** failure to co-operate and obtain and follow such advice and use such appliance or remedies as may be prescribed.

Currency

Claims involving currency other than £ Sterling or € Euro will be converted into:

1. £ Sterling (for any card issued under the **Corporate Card Account** in £ Sterling or any other currency except € Euro); or
2. € Euro (for any card issued under the **Corporate Card Account** in € Euro);

at the selling rate of exchange published in the Financial Times on the day nearest to the date of the loss.

Fraud

If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the **Policyholder** or anyone acting on the **Policyholder's** behalf or by an **Insured Person** or any **Insured Person's Legal Representatives** to obtain benefit under this policy ACE shall be under no liability in respect of such claim.

Information

The **Policyholder** shall at their own expense furnish to ACE such certificates, information and evidence as ACE may from time to time reasonably require in the form prescribed by ACE. ACE shall be allowed at its own expense, upon reasonable notice to the **Policyholder**, to request a medical examination of an **Insured Person** as appropriate.

Notification

On the happening of any occurrence likely to give rise to a claim under this policy notice shall be given to the ACE Claims Service Team as soon as reasonably possible after the date of the occurrence.

Barclaycard Commercial Card Travel Claims,
PO Box 1086
Belfast BT1 9ES.

Tel: **+44 28 9037 1441**

Email: **barclaycardclaims@osg.ie**

General Exclusions

ACE will not be liable for:

1. any claim covered by any other policy, whether in the **Policyholder's** name or otherwise, provided that this exclusion shall not apply to any claim under Personal Accident;
2. costs or expenses which the **Policyholder** or the **Insured Person** would have had to pay even if the **Event** giving rise to the claim had not taken place;
3. any claim involving liability or loss or damage caused directly or indirectly by or under the order of any government or public or local authority;
4. any claim resulting from or contributed to, directly or indirectly by or in connection with the **Insured Person**:
 - a. suffering from any medical condition described under Health Exclusions of this policy;
 - b. being a full-time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service;
 - c. committing or attempting to commit:
 - i. an illegal act;
 - ii. suicide or intentionally inflicting self injury;
 - d. misusing alcohol, solvents or substances, or ingesting drugs (except for drugs which are properly prescribed by a **Doctor**);
 - e. needlessly exposing themselves to danger except in an attempt to save human life;
 - f. engaging in hazardous work, work offshore or work in hazardous locations;
 - g. engaging in:
 - i. air travel, other than travelling as a fare-paying passenger in a fixed wing aircraft provided by a licensed airline or air charter company;
 - ii. any sport or leisure activity in a professional capacity or on a competitive basis;
 - h. participating in or training for, bungee jumping; martial arts; mountaineering requiring the use of ropes or guides; potholing; rock climbing; parachuting or other aerial pursuits; scuba diving; winter sports; racing, rallying, speed or endurance tests, or any other hazardous sport or leisure activity;
 - i. participating in professional or organised sports;

5. any claim resulting from or contributed to, directly or indirectly by or in connection with:
 - a. currency exchange;
 - b. pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds;
 - c. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
 - d. 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**;
 - e. **War** or any act of **War** whether **War** is declared or not.

Cover

Section 1: Personal Accident

Benefit Amount

- 1.1** Per **Insured Person** if the **Accident** occurs whilst the **Insured Person** is travelling on, getting into or out of **Public Transport** or a hired car:

- i. death £ / € 250,000
- ii. **Permanent Total Disablement** £ / € 250,000

- 1.2** per **Insured Person** if the **Accident** occurs at any other time:

- i. death £ / € 25,000
- ii. **Permanent Total Disablement** £ / € 25,000

subject to an **Aggregate Limit** of £ / € 1,000,000.

If an **Accident** occurs during the **Effective Time** and causes **Bodily Injury** to an **Insured Person**, ACE will pay the **Benefit Amount**.

Provided that:

1.3 Known conditions

Any contributory degenerative condition or disablement (as determined by a **Doctor**) known by the **Insured Person** to be in existence at the time of sustaining **Bodily Injury** will be taken into account by ACE in assessing the level of benefit payable under the **Permanent Total Disablement** benefit.

1.4 Payment of Benefit under multiple Items

Benefit shall not be payable under more than one of the death or **Permanent Total Disablement** benefits in respect of any one **Accident**.

1.5 Payment of the Death Benefit

In the **Event** of death of an **Insured Person** who is also the **Policyholder**, the benefit payable for death will be paid to the estate of such **Policyholder**.

1.6 Death Benefit for Children

The death benefit for a child aged under 16 at the date of the **Accident**, is limited to £ / € 5,000.

1.7 Limitation of the Permanent Total Disablement Benefit

The **Permanent Total Disablement** benefit shall not apply to **Insured Persons** not usually engaged in remunerated employment.

1.8 Application of the Aggregate Limit

If the aggregate amount of all benefits payable under this section exceeds the applicable **Aggregate Limit** the **Benefit Amount** payable for each **Insured Person**, and each other item of claim, shall be proportionately reduced until the total of all benefits does not exceed such **Aggregate Limit**. Where more than one policy showing benefits has been issued by ACE in the name of the **Policyholder**, one **Aggregate Limit**, the greatest, shall apply overall.

Exclusions to Section 1

ACE will not pay any claim for **Bodily Injury**, or expense which results from or is contributed to by:

- 1.9** sickness or disease which is not itself the direct result of **Bodily Injury**;
- 1.10** repetitive stress (strain) injury or syndrome or any gradually operating cause.

Section 2: Emergency Evacuation and Repatriation Services

Benefit Limit

Per **Insured Person** any one **Event** for:

- transportation of mortal remains – £ / € 10,000
- all other services under this Section – £ / € 1,000,000

The number to call in an emergency is:

+44 20 8762 8008.

SOS will, on request, provide the **Policyholder** with the following services in relation to any **Journey** covered under this policy.

2.1 Medical Services

a. Telephone Medical Advice

If contacted, **SOS** will arrange for the provision of medical advice to the **Insured Person** over the telephone. It must be noted that a telephone conversation, even with the local attending physician, cannot establish diagnosis and must be treated as advice only.

b. Medical Service Provider Referral

SOS shall provide to the **Insured Person**, upon request, the name, address, telephone number and, if available, office hours of physicians, hospitals, clinics, dentists and dental clinics (collectively 'Medical Service Providers'). **SOS** shall not be responsible for providing medical diagnosis or treatment. Although **SOS** shall make such referrals, it cannot guarantee the quality of the Medical Service Providers and the final selection of a Medical Service Provider shall be the decision of the **Insured Person**. **SOS**, however, will exercise care and diligence in selecting the Medical Service Providers.

c. Monitoring of Medical Condition During and After Hospitalisation

SOS will monitor the **Insured Person's** medical condition during and after hospitalisation, subject to any and all obligations in respect of confidentiality and relevant authorisation.

d. Delivery of Essential Medicine or Equipment

SOS will arrange to deliver to the **Insured Person** essential medicine, drugs, medical supplies or medical equipment that are necessary for an **Insured Person's** care and/or treatment but which are not available at the **Insured Person's** location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally.

e. Despatch of Physician

In the **Event** of an emergency where either the **Insured Person** cannot be adequately assessed by telephone for possible evacuation, or the **Insured Person** cannot be moved and the local medical treatment is unavailable, **SOS** will send an appropriate medical practitioner to the **Insured Person**. **SOS** will not pay for the costs of the medical practitioner, consultation charges and any related costs thereof unless covered by the terms of this policy.

f. Guarantee of Hospital Admittance Deposit

Where covered under the terms of this policy **SOS** will guarantee or pay any required **Hospital** admittance deposit on behalf of the **Insured Person**.

g. Arrangement and Payment of Emergency Medical Evacuation

In the **Event** of an illness or **Accident**, **SOS** will arrange for the air and/or surface transportation and communication for moving the **Insured Person** when in a serious medical condition to the nearest **Hospital** where appropriate medical care is available. ACE shall pay up to the **Benefit Limit** for the medically necessary expenses of such transportation and communications and all usual and customary ancillary charges incurred in such

services arranged by **SOS**. **SOS** retains the absolute right to decide whether the **Insured Person's** medical condition is sufficiently serious to warrant Emergency Medical Evacuation. **SOS** further reserves the right to decide the place to which the **Insured Person** shall be evacuated and the means or method by which such evacuation will be carried out having regard to all the assessed facts and circumstances of which **SOS** is aware at the relevant time.

h. Arrangement and Payment of Emergency Medical Repatriation

SOS will arrange for the return of the **Insured Person** to their **Country of Domicile** by air and/or surface transportation following an Emergency Medical Evacuation where the **Insured Person** is evacuated to a place outside of their **Country of Domicile** for in-Hospital treatment. ACE shall pay up to the **Benefit Limit** for the expenses necessarily and unavoidably incurred in the services so arranged by **SOS**. **SOS** reserves the right to decide the means or method by which such repatriation will be carried out having regard to all the assessed facts and circumstances of which **SOS** is aware at the relevant time.

i. Arrangement and Payment of Transportation of Mortal Remains

In the case of death of an **Insured Person** whilst **Abroad**, **SOS** will assist with the necessary formalities and will arrange for the repatriation of the mortal remains to any location as may be selected by the **Insured Person's** legal personal representative and ACE shall pay up to the **Benefit Limit** for all expenses reasonably and unavoidably incurred in the air and/or surface transportation so arranged by **SOS**.

j. Arrangement and Payment of Transportation to Join a Cardholder

SOS will arrange and ACE shall pay up to the **Benefit Limit** for one economy class return ticket for a person chosen by the **Insured Person** to join the **Insured Person** who has been or will be hospitalised outside their **Country of Domicile** as a result of **Accident** or illness for a period in **Excess** of 7 consecutive days, subject to approval and only when judged necessary by **SOS** on medical and compassionate grounds.

k. Arrangement and Payment of Return of Children

SOS will arrange and ACE shall pay up to the **Benefit Limit** for economy class one-way tickets for the return of dependent children to their **Country of Domicile** if they are left unattended as a result of the accompanying **Insured Person's** illness or **Accident**. Escort will be provided, when required, at no charge.

2.2 Travel and General Services

a. Inoculation and Visa Requirement Information

SOS shall provide information concerning visa and inoculation requirements for foreign countries, as those requirements are specified from time to time in the most current edition of World Health Organisation Publication 'Vaccination Certificates Requirements and Health Advice for International Travel' (for inoculations) and the 'ABC Guide to International Travel Information' (for visas). This information will be provided to the **Insured Persons** at any time, whether or not the Cardholder is travelling or an emergency has occurred. **SOS** shall inform the **Insured Person** requesting such information that **SOS** is simply communicating the requirements set forth in a document and **SOS** shall name the document.

b. Legal Referral

SOS will provide the **Insured Person** with the name, address, telephone numbers and if requested by the **Corporate Cardholder** and if available, office hours for referred lawyers and legal practitioners. **SOS** will not give any legal advice to the **Insured Person**. **SOS** is not responsible for any legal fees or related charges which are the responsibility of the **Insured Person**.

c. Interpreter Referral

SOS will provide the **Insured Person** with the name, address, telephone numbers and if requested by the **Insured Person** and if available, office hours for interpreters world-wide. **SOS** is not responsible for any interpreting fees or related charges which are the responsibility of the **Insured Person**.

Provided that:

2.3 the **Policyholder** and/or the **Insured Person** must not make or attempt to make arrangements without the involvement and/or agreement of **SOS**;

2.4 the **Policyholder** and/or the **Insured Person** will reimburse ACE in respect of all costs incurred in the **Event** of Emergency Evacuation and Repatriation Services being provided by **SOS** in good faith to any person not insured under this policy.

Section 3: Medical Expenses

Benefit Limit

Per **Insured Person** for any one **Journey**
£ / € 2,000,000.

If during the **Period of Insurance** the **Insured Person** becomes ill or sustains **Bodily Injury** during the **Effective Time**, ACE will indemnify the **Policyholder** up to the **Benefit Limit** for reasonable and necessary costs incurred **Abroad** for medical, surgical or other remedial

attention or treatment given or prescribed by a **Doctor** and all **Hospital**, nursing home and ambulance charges.

3.1 Dental and optical expenses are covered if incurred in an emergency or if they are as a result of **Bodily Injury** (dental expenses are restricted to those incurred only for the immediate and direct relief of pain for the duration of the **Journey**).

3.2 Expenses associated with pregnancy are covered if the **Insured Person** has written confirmation from their **Doctor** that they are fit to travel and such expenses are incurred in an emergency as a result of complications (such complications being diagnosed by a **Doctor** who specialises in obstetrics).

Provided that:

if the **Insured Person** needs **Hospital** in-patient treatment, specialist treatment, medical tests, scans (or repatriation under Section 2 of this policy) the **Insured Person** must contact **SOS** immediately on:

+44 208 762 8008.

If the **Insured Person** is unable to do this they must arrange for a personal representative to contact **SOS**. If this is not possible because the **Insured Person's** condition is serious, the **Insured Person** or the **Insured Person's** personal representative **MUST** contact **SOS** as soon as possible.

If **SOS** are not contacted, ACE may reject the claim or reduce its payment.

Exclusions to Section 3

ACE shall not be liable for:

3.3 services rendered without the authorisation and/or intervention of **SOS**;

3.4 costs and/or expenses which are recoverable from any national insurance programme, or reciprocal health agreement;

3.5 any costs and/or expenses incurred within the **Insured Person's Country of Domicile**;

3.6 any costs or expenses incurred more than:

- a. thirty days from the time of incurring the first costs or expenses for the treatment of psychiatric or mental disorders; or
- b. twelve months after the time of the incurring the first costs or expenses for any other treatment costs or expenses;

3.7 expenses incurred for treatment not verified by a **Doctor's** report;

3.8 the **Excess** of £ / € 100.

Section 4: Cancellation, Curtailment and Rearrangement

Benefit Limit

£ / € 3,000 per **Insured Person** for any one **Journey** but subject to a maximum benefit per **Policyholder** for all claims arising from a single **Event** or a series of **Events** linked to one original cause of £ / € 25,000.

ACE will pay up to the **Benefit Limit** for loss of deposits or charges for advance payments for travel or accommodation or other charges which have not been or will not be used but which become forfeit or payable under contract, if during a **Period of Insurance** a **Journey** has to be cancelled, curtailed, or rearranged as a direct result of:

4.1 the **Insured Person's**:

- a. death;
- b. **Bodily Injury**;
- c. illness, or suffering complications in pregnancy (where such complications are diagnosed by a **Doctor** who specialises in obstetrics);
- d. compulsory quarantine on the orders of a treating **Doctor**;
- e. jury service, subpoena or being **Hijacked**;

4.2 the **Insured Person's** close relative's:

- a. death;
- b. **Bodily Injury**;
- c. illness, or suffering complications in pregnancy (where such complications are diagnosed by a **Doctor** who specialises in obstetrics);

4.3 the cancellation or curtailment of scheduled **Public Transport** services due to strike, riot or civil commotion, mechanical breakdown or adverse weather conditions.

Provided that:

4.4 where there is an entitlement to a refund on a travel ticket or accommodation voucher, ACE shall be entitled to deduct the value of the unused portion from any claim for cancellation, curtailment, or rearrangement;

4.5 if any **Journey** has been funded wholly or partially by promotional vouchers or awards which have been redeemed and which are irrefundable as a result of cancellation, curtailment or rearrangement ACE shall indemnify the **Policyholder** up to the cost of an equivalent **Journey** up to the **Benefit Limit**.

Exclusions to Section 4

ACE shall not be liable for:

4.6 any expenses incurred as a result of disinclination of an **Insured Person** to travel or, if on a **Journey**, disinclination to continue to travel;

4.7 any expenses incurred as a result of regulations or order made by any public authority or government;

4.8 any expenses incurred as a result of strike, riot or civil commotion, mechanical breakdown or adverse weather conditions which existed or the possibility of which existed and for which advance warning had been given before the date on which the **Journey** was booked.

Section 5: Travel Delay

Benefit Amount

£ / € 25 per **Insured Person** for each complete hour the **Insured Person** is delayed, up to a maximum of 12 hours.

If the outward or return departure of **Public Transport** in which the **Insured Person** has arranged to travel during the **Period of Insurance** on a **Journey** is delayed for at least 4 hours from the departure time indicated by the carrier due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting such conveyance, ACE will pay the **Benefit Amount**.

Provided that:

5.1 the **Insured Person**:

- a. checks in according to the itinerary supplied unless the failure was itself due to strike or industrial action; and
- b. obtains written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay.

Exclusions to Section 5

ACE shall not be liable for:

5.2 any delay where the **Insured Person** failed to:

- a. check in according to the itinerary supplied unless the failure was itself due to strike or industrial action; and
- b. obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay;

5.3 any claims due to:

- a. withdrawal from service temporarily or otherwise of an aircraft, sea vessel or other publicly licensed conveyance on the orders or recommendation of the manufacturer, the Civil Aviation Authority, Rail Authority or Port Authority or any similar body in any country;
- b. delays resulting from strike or industrial action which were public knowledge when the trip was booked;

5.4 payment in respect of the first four hours of delay;

5.5 any claim for delay if cancellation expenses are claimed for the same **Journey**.

Section 6: Replacement of Sick or Injured Insured Person

Benefit Limit

Up to £ / € 1,000 per **Insured Person**.

6.1 ACE will pay up to the **Benefit Limit** for additional travel expenses incurred in sending a replacement person to complete a **Journey** if during the **Effective Time** an **Insured Person** is unable to work whilst on a **Journey** due to their:

- a. death;
- b. **Bodily Injury**;
- c. illness; or suffering complications in pregnancy (if the **Insured Person** has written confirmation from their **Doctor** that they are fit to travel and such complications are diagnosed by a **Doctor** who specialises in obstetrics);

and it is necessary for the **Policyholder** to send a replacement person to do their work.

Provided that:

travel is of a standard up to but not exceeding that used by the original **Insured Person**.

Exclusions to Section 6

ACE shall not be liable for any expenses incurred as a result of disinclination of an **Insured Person** to travel or, if on a **Journey**, disinclination to continue to travel.

Section 7: Hospital Confinement Abroad

Benefit Amount

£ / € 25 per **Insured Person** for each complete 24-hour period the **Insured Person** spends in **Hospital** up to a maximum of 30 days.

7.1 If during the **Effective Time** an **Insured Person** is admitted to a **Hospital Abroad**, for a continuous period of 24 hours or more on the advice of and under the constant supervision of a **Doctor** as a result of:

- a. **Bodily Injury**;
- b. illness; or suffering complications in pregnancy (if the **Insured Person** has written confirmation from their **Doctor** that they are fit to travel and such complications are diagnosed by a **Doctor** who specialises in obstetrics)

ACE will pay the **Benefit Amount**:

Provided that:

7.2 the **Insured Person** remains continually hospitalised for at least 48 hours.

Section 8: Personal Belongings and Money

8.1 Benefit Limit

- a. **Personal Belongings** – Up to £ / € 1,200 in total per **Policyholder** for any group of **Insured Persons** sustaining loss or damage caused by the same **Event**.
- b. **Money** – Up to £ / € 500 per **Insured Person**.

8.2 If during the **Effective Time** the **Insured Person** sustains:

- a. loss or damage to **Personal Belongings**; and/or
- b. loss or theft of **Money**

ACE will pay the **Policyholder** up to the **Benefit Limit** in respect of such loss or damage:

Provided that:

8.3 loss or theft of **Personal Belongings** or **Money** is reported to the police and/or appropriate authorities within twenty-four hours of discovery or earlier if required by the card issuer;

8.4 loss or damage of **Personal Belongings** and/or **Money** occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a property irregularity report obtained;

8.5 on the happening of any loss or damage ACE shall be entitled:

- a. to take and keep possession of any article and to deal with salvage in a reasonable manner;
- b. at its own option to repair or replace any article for which it is liable;

8.6 in the **Event** of total loss or destruction of any article of **Personal Belongings**:

- a. the basis of settlement shall be the market value of the article at the date of loss taking into account wear, tear and depreciation;
- b. receipts or other acceptable proof of purchase/ownership is required for all claims in **Excess** of £ / € 100 in total.

Exclusions to Section 8

ACE shall not be liable for:

8.7 more than:

- a. £ / € 250 for any one item of **Personal Belongings**;
- b. £ / € 300 per **Insured Person** per claim for jewellery and valuables;
- c. £ / € 100 per **Insured Person** per claim for **Personal Belongings** unless we are provided with receipts or other acceptable proof of purchase/ownership;

8.8 more than a reasonable proportion of the total value of a pair or set where the lost or damaged article is part of a pair or set;

8.9 the first:

- a. £ / € 50 of each claim per **Insured Person** for loss or damage to **Personal Belongings**;
- b. £ / € 50 of each claim per **Insured Person** for loss or damage to **Money**;

8.10 loss of any **Personal Belongings** left in a motor vehicle unless kept out of sight in a locked boot or compartment or under the purpose-built luggage cover of an estate or hatchback car;

8.11 loss of **Money** left in a motor vehicle during the hours of darkness;

8.12 loss of or damage to:

- a. mechanically propelled vehicles or boats or their accessories (whether such accessories are permanently fitted to such vehicle or boat or not);
- b. pedal cycles and/or hired equipment;
- c. contact lenses;
- d. any items sent as freight or under an airway-bill or bill of lading;
- e. any items of household furniture, household appliances or household equipment;

8.13 breakage of sports equipment while being used;

8.14 loss or damage due to:

- a. moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration; or
- b. inherent mechanical or electrical failure, breakdown or derangement; or
- c. any process of cleaning, restoring, repairing or alteration;

8.15 loss or corruption of or damage to software, information or data contained in any computer, tapes, media or other electronic equipment or device or any consequential loss arising therefrom;

8.16 loss of **Personal Belongings** or **Money** due to confiscation or detention by customs or any other authority;

8.17 loss of **Money** due to devaluation of currency or shortages due to errors or omission during monetary transaction;

8.18 loss or theft of **Personal Belongings** or **Money** not reported to the police and/or appropriate authorities within twenty-four hours of discovery or earlier if required by the card issuer;

8.19 loss or damage occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a property irregularity report obtained.

Section 9: Delayed Baggage

Benefit Amount

£ / € 50 per **Insured Person** for each complete hour of delay after the first complete four hours delay, up to a maximum of £ / € 300 per **Insured Person**.

9.1 If an **Insured Person's Personal Belongings** are delayed on their outward **Journey** for at least four hours as a direct result of being lost or misplaced by the airline, shipping company or their handling agents, ACE will reimburse the **Policyholder** for sums paid for the purchase of reasonable and essential items.

Provided that:

9.2 ACE are provided with written confirmation from the airline, shipping company or their handling agents to show the actual period the **Insured Person's Personal Belongings** were delayed;

9.3 any amounts paid under this Section will be deducted from any subsequent amounts payable under the **Personal Belongings** Section in respect of the same loss.

Exclusions to Section 9

9.4 ACE will not make any payment for:

- a. any loss or delay where it has not been reported to the airline, shipping company or their handling agent within 24 hours of discovery, and a written report obtained;
- b. the first four hours during which the **Insured Person's Personal Belongings** are delayed.

Section 10: Business Documents Replacement

Benefit Limit

Up to £ / € 1,000.

If **Business Documents** are forgotten, lost, misplaced, or stolen during the **Effective Time**, ACE will reimburse the **Policyholder** up to the **Benefit Limit** for additional external costs reasonably and necessarily incurred for:

10.1 reproducing such **Business Documents** from duplicate presentations, images, information or data owned by the **Policyholder**; and/or

10.2 couriering such **Business Documents** to the **Insured Person**.

ACE will only pay for additional costs it has agreed in advance can be incurred.

Exclusions to Section 10

10.3 ACE will not pay for:

- a. additional external costs incurred not agreed in advance by ACE;
- b. any loss where it has not been reported to the police, airline, shipping company or their handling agent within 24 hours of discovery and a written report obtained;
- c. costs of repurchasing information, images, material or data contained in any **Business Documents**;
- d. the costs of recreating, re-inputting or otherwise reinstating data contained in any **Business Documents**;

- e. the intrinsic value of any document or media lost;
- f. additional costs arising from the **Insured Person** being individually selected as a victim through their activities or those of the **Policyholder**;
- g. financial loss, loss of **Business** and other similar consequential loss.

Section 11: Hijack

Benefit Amount

£ / € 30 per **Insured Person** for each complete 24 hours the **Insured Person** is held hostage, up to a maximum of 21 days.

If an **Insured Person** is held hostage by **Hijackers** whilst travelling on the outbound or inbound leg of their **Journey**, ACE will pay the **Benefit Amount**.

Provided that:

ACE are provided with written details from the airline or other transport operators describing the length of the hijacking.

Section 12: Personal Liability

Limit of Indemnity £ / € 1,000,000.

12.1 If the **Insured Person** becomes legally liable to pay damages in respect of:

- a. **Accidental Bodily Injury** (which shall include death, illness and disease) to any person; and/or
- b. **Accidental** loss of or damage to material property, occurring during the **Effective Time** and arising out of a **Journey**.

ACE will indemnify the **Policyholder** for all such damages payable in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause up to the **Limit of Indemnity**.

12.2 ACE will also pay:

- a. all costs and expenses recoverable by a claimant from the **Insured Person**;
- b. all costs and expenses incurred with the written consent of ACE;
- c. solicitors' fees for representation at any coroner's inquest or fatal **Accident** enquiry or in any Court of Summary Jurisdiction,

except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America or Canada or any other territory within the jurisdiction of either such country, costs and expenses described in a, b and c above are deemed to be included in the **Limit of Indemnity**.

Provided that:

12.3 no admission, offer, promise or indemnity shall be made without the consent of ACE which shall be entitled to take over and conduct in the **Insured Person's** name the defence or settlement of any claim or to prosecute in the **Insured Person's** name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. Every letter, claim, writ, summons and process shall be forwarded to ACE on receipt. Written notice shall be given to ACE immediately there is notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this section;

12.4 ACE may at any time pay to the **Policyholder** in connection with any claim or series of claims the **Limit of Indemnity** (after deduction of any sum(s) already paid as damages) or any lesser amount for which such claim(s) can be settled and upon such payment being made ACE shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment;

12.3 the **Policyholder** or representatives shall give all information or assistance as ACE may require and observe fulfil and be subject to the terms, conditions and Exclusions of this section.

Exclusions to Section 12

12.4 ACE shall not be liable for:

- a. liability in respect of **Bodily Injury** to any person who is:
 - i. under a contract of service or apprenticeship with the **Policyholder** when such injury arises out of and in the course of their employment by the **Policyholder**; or
 - ii. a travelling companion of the **Insured Person** on the same **Journey**;
- b. liability in respect of loss of or damage to property belonging to or held in trust by or in the custody or control of the **Insured Person** other than temporary accommodation occupied by the **Insured Person** in the course of a **Journey**;
- c. liability in respect of **Bodily Injury** loss or damage caused directly or indirectly in connection with the ownership, possession or use by the **Insured Person** of:
 - i. mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads); or
 - ii. aircraft, hovercraft, watercraft (other than non mechanically powered watercraft less than 30 feet in length used on inland waters); or
 - iii. firearms (other than sporting guns);

- d. liability in respect of **Bodily Injury**, loss or damage arising directly or indirectly in connection with:
 - i. the ownership, possession or occupation of land or buildings, immobile property or caravans other than temporary accommodation occupied by the **Insured Person** in the course of a **Journey**; or
 - ii. any wilful or malicious act; or
 - iii. the carrying on of any trade, business or profession; or
 - iv. activities or volunteer work:
 - A. organised by; or
 - B. when the **Insured Person** is assigned overseas by; or
 - C. under the auspices of;
 - a charitable not for profit social or similar organisation, except where there is no other insurance or indemnity available;
- e. any liability assumed by the **Insured Person** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- f. punitive or exemplary damages.

Section 13: Legal Expenses

Benefit Limit

£ / € 25,000, **Any One Claim**.

If during the **Effective Time** the **Insured Person** sustains **Accidental Bodily Injury** or illness which is caused by a third party, ACE will indemnify the **Policyholder** up to the **Benefit Limit** for **Legal Expenses**.

Provided that:

- 13.1 **Legal Representatives** must be qualified to practise in the courts of the country where the **Event** giving rise to the claim occurred or where the proposed defendant under this sub-section is resident;
- 13.2 the **Policyholder** has the right to select and appoint a **Legal Representative** of their choice to represent the **Policyholder** in any legal inquiry or legal proceedings (provided any appointment of a **Legal Representative** is not on a contingency fee basis, where the **Legal Representative** charges a proportion of the amount recovered as a fee). The **Policyholder** shall provide ACE with details of the selected **Legal Representative's** name and address. ACE may provide information about **Legal Representatives** in the **Policyholder's** local area if requested to do so by the **Policyholder**;
- 13.3 the **Policyholder** and any representatives legal or otherwise must co-operate fully with ACE and ensure that ACE is fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party. ACE is entitled to obtain from the **Legal Representatives** any information, document or

advice relating to a claim or legal proceedings under this insurance. On request the **Policyholder** will give to the **Legal Representatives** any instructions necessary to ensure such access;

- 13.4 ACE's authorisation to incur **Legal Expenses** will be given if the **Policyholder** can satisfy ACE that:
 - a. there are reasonable grounds for pursuing or defending the claim or legal proceedings and the **Legal Expenses** will be proportionate to the value of the claim or legal proceedings; and
 - b. it is reasonable for **Legal Expenses** to be provided in a particular case. The decision to grant authorisation will take into account the opinion of the **Legal Representatives** as well as that of ACE's own advisers. If there is a dispute, ACE may request, at the **Policyholder's** expense, an opinion of a barrister as to the merits of the claim or legal proceedings. If the claim is admitted, the **Policyholder's** costs in obtaining this opinion will be covered by this insurance;
- 13.5 if there is any dispute, other than in respect of the admissibility of a claim on which ACE's decision is final, the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the Law Society of England and Wales. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of ACE, the **Policyholder's** costs shall not be recoverable under the insurance;
- 13.6 ACE may at its discretion assume control at any time of any claim or legal proceedings in the name of the **Insured Person** for damages and/or compensation from a third party;
- 13.7 any **Legal Expenses** incurred without the written agreement of ACE shall entitle ACE to withdraw cover immediately and to recover any fees or expenses paid to the **Policyholder**;
- 13.8 ACE may, at its discretion, require the **Policyholder** to obtain at its own expense, an opinion of a barrister, agreed by both parties, as to whether or not there are reasonable grounds for continuing to pursue or defend any claim or legal proceedings. ACE will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the claim or legal proceedings;
- 13.9 ACE may, at its discretion, offer to settle a claim with the **Policyholder** which it considers to be reasonable instead of initiating or continuing any claim or legal proceedings for damages and/or compensation against a third party and any such settlement will be in full and final settlement of **Any One Claim** under this insurance;

13.10 ACE may, at its discretion, offer to settle a counter-claim with the **Policyholder** which it considers to be reasonable instead of continuing any claim or legal proceedings for damages and/or compensation by a third party;

13.11 if the **Policyholder** is successful in any action, any **Legal Expenses** provided by ACE will be reimbursed by the **Policyholder** to ACE;

13.12 if a conflict of interest arises, where ACE are also the insurers of the third party or proposed defendant to the claim or legal proceedings, the **Policyholder** has the right to select and appoint other **Legal Representatives** in accordance with condition 2 of this section;

13.13 if the **Legal Representatives** refuse to continue acting with good reason or if they are dismissed without good reason the cover provided by ACE under this section will end at once, unless ACE agrees to appoint other **Legal Representatives**.

Exclusions to Section 13

13.14 ACE shall not be liable for:

- a. any claim reported to ACE more than 12 months after the beginning of the incident which led to the claim;
- b. any claim where it is ACE's opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the claim;
- c. **Legal Expenses** incurred before receiving ACE's prior authorisation in writing unless such costs would have been incurred subsequent to ACE's authorisation;
- d. **Legal Expenses** incurred in connection with any criminal or wilful act;
- e. **Legal Expenses** incurred in the defence against any civil claim or legal proceedings made or brought against the **Insured Person** unless as a counter claim;
- f. fines, penalties, compensation or damages imposed by a court or other authority;
- g. **Legal Expenses** incurred for any claim or legal proceedings brought against:
 - i. a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the claim or legal proceedings is eligible for consideration under an arbitration scheme or complaint procedure; or
 - ii. ACE or their agents; or
 - iii. the **Policyholder**;
- h. actions between **Insured Persons** or pursued in order to obtain satisfaction of a judgement or legally binding decision;

i. **Legal Expenses** incurred in pursuing any claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine;

j. **Legal Expenses** chargeable by the **Legal Representatives** under contingency fee arrangements;

k. **Legal Expenses** incurred where the **Policyholder** or their representatives have:

i. failed to co-operate fully with and ensured that ACE is fully informed at all times in connection with any claim or legal proceedings for damages and/or compensation from a third party; or

ii. settled or withdrawn a claim in connection with any claim or legal proceedings for damages and/or compensation from a third party without the agreement of ACE;

in such circumstances ACE shall be entitled to withdraw cover immediately and to recover any fees or expenses paid to the **Policyholder**;

l. **Legal Expenses** incurred after the **Policyholder** has not:

i. accepted an offer from a third party to settle a claim or legal proceedings where the offer is considered reasonable by ACE; or

ii. accepted an offer from ACE to settle a claim;

m. **Legal Expenses** which ACE considers unreasonable or excessive or unreasonably incurred;

n. **Legal Expenses** incurred as a result of the **Insured Person** committing or attempting to commit suicide or intentionally inflicting self-injury;

o. **Legal Expenses** incurred as a result of the **Insured Person** being a full-time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.

Section 14: Complaints Procedure for Travel Insurance

The Claims Administrator, OSG Travel Claims Services, aims to provide a high class service at all times, however if the service is found to be unsatisfactory, the following procedure is available to resolve the problem:

In the first instance the **Cardholder** should write with details of the complaint to: The Complaints Officer, OSG Travel Claims Services, P.O.Box 1086, Belfast BT1 9ES, United Kingdom.

Cardholder Misuse

Policy information

Introduction

This is a policy summary. It does not contain the full terms and conditions of our Cardholder Misuse Insurance product. Full terms and conditions can be found within this booklet.

Your Cardholder Misuse Insurance policy is provided through International SOS Insurance Services Ltd (registered number 312228). Your policy provides cover in the event that employees misuse their cards.

Eligibility

- Companies with two or more cards; and
- the company has adhered to the minimum standards of control for communicating with cardholders.

Significant features and benefits

- Reimbursement for all fraudulent card transactions that took place in the 75 days before discovery of your loss;
- also, any further transactions that may come to light in the 14 days after the loss was notified to us; and
- employees including contract staff and temporary staff.

Limits

- Up to £15,000 per cardholder or each individual employee's credit limit, whichever is the lesser; and
- up to £1,000,000 or each company's aggregate credit limit, whichever is the lesser for each year for the business as a whole.

Significant exclusions and/or limitations (please refer to the Exclusions in the full policy)

- Loss of interest or consequential loss of any kind.
- Loss caused by any act of any cardholder committed prior to the commencement date for that cardholder.
- Charges incurred by a cardholder after the discovery date of the loss by the company or charges incurred beyond 14 days after the Bank receives a request to cancel the cardholder's Visa Business Card.
- Cash advances, after notification of termination date.
- Cash advances which exceed GBP £200 per day or a maximum of GBP £600 in all prior to termination date.

The full and specific exclusions and limitations are contained in the terms and conditions.

Making a claim

If you need to make a claim, please contact Jardine Lloyd Thompson Limited on +44 20 7528 4642 or at BCLW@jltgroup.com

Period of Insurance

From 1st January 2012 or the date that the Policyholder opened a valid Corporate Card Account (whichever is the later), until the Policyholder has been advised by Barclays that the policy has been amended or terminated or the Policyholder ceases to hold a valid Corporate Card Account (whichever is the earlier).

Cardholder Misuse Policy Terms and Conditions

Policy Number B0901 – L611

Sum Insured

Up to USD 25,000 per **Cardholder** and USD 1,650,000 per **Company** per year.

Up to EUR 20,000 per **Cardholder** and EUR 1,320,000 per **Company** per year.

Up to GBP 15,000 per **Cardholder** and GBP 1,000,000 per **Company** per year.

Jurisdiction: England and Wales.

Definitions

1. **Cardholder** shall mean any person authorised by the **Company** to use Visa Business/Corporate/ Purchasing Cards/Purchasing Cheques for **Company** business only who are either:
 - a. under a contract of/for service or apprenticeship with the **Company**; or
 - b. undergoing training under any government approved training scheme under the control of the **Company** in connection with the business; subject always to the **Cardholder** having reached the age of eighteen.The term **Cardholder** shall include a director of the **Company** if such person:
 - i. is also employed by the **Company** under a contract of service; and
 - ii. controls no more than 5% of the issued share capital of the **Company** or of any subsidiary of the **Company**.
2. **Waiver Date** shall mean the discovery date of the loss by the **Company**.
3. **Underwriters** shall mean certain underwriters at Lloyd's of London.
4. **Theft** shall mean any act of fraud or dishonesty by any **Cardholder** committed in connection with the authorised card issued to them with clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the **Cardholder** to receive such gain.
5. **Termination Date** shall mean the date on which:
 - a. the **Cardholder** gives notice to the company; or
 - b. the date the **Company** gives notice to the **Cardholder**; or
 - c. the date the authorised card is withdrawn by the **Company** from the **Cardholder** whichever is the sooner.
6. **Period of Insurance**

From 1st January 2012 or the date that the **Policyholder** opened a valid **Corporate Card Account** (whichever is the later), until the **Policyholder** has been advised by **Barclays** that the policy has been amended or terminated or the **Policyholder** ceases to hold a valid **Corporate Card Account** (whichever is the earlier).

7. **Cash** shall include but not be limited to, legal tender of any stamps, gambling instruments including lottery tickets, scratch cards and chips, any charges incurred flowing from the acquisition of cash.
8. **Waiver Request Letter** shall mean a letter composed by the **Company** outlining the details of the loss (full details explained under Minimum Standards of Control) which is then sent by letter or fax to the **Bank**.

The Underwriters will indemnify:

Barclays Bank (hereinafter called the **Bank**) and at the request of the **Bank** any **Company** (meaning a corporation partnership, sole proprietorship or any other entity with which the **Bank** has a signed agreement to issue (Visa / Mastercard Business / Corporate Purchasing Cards) for losses for which the **Bank** is entitled to indemnity subject to the terms exceptions and conditions of the policy as far as they apply.

Terms of Cover

The **Underwriters** will provide indemnity:

1. against loss of **Waivable Charges** due to the **Bank** or for which they are legally responsible caused by any act of **Theft** committed during the period of insurance by any **Cardholder**;
2. for auditors' fees incurred with the **Underwriters'** consent solely to substantiate the amount of the claim.

Provided that:

- a. the **Underwriters'** total liability in respect of any one claim caused by any one **Cardholder** shall not exceed the limit of indemnity applicable to that **Cardholder** where one claim shall mean all acts of **Theft** within the period of insurance committed by one **Cardholder** or two or more **Cardholders** acting in collusion (meaning all circumstances where two or more **Cardholders** are concerned or implicated together or materially assist each other in committing the act of **Theft**);
- b. in the event that one claim is caused by two or more **Cardholders** acting in collusion the **Underwriters'** total liability shall not exceed $a \times b$ where a = the number of **Cardholders** involved and b = the limit of indemnity applicable to each **Cardholder**;
- c. the **Underwriters'** total liability in any one period of insurance shall in any case not exceed the aggregate limit of indemnity per **Company**;
- d. any underlying policy shall be maintained in force and this policy shall apply only to the extent to which an indemnity for damages and claimants costs and expenses is not provided under such underlying policy by virtue of any limitation of cover or limits of indemnity;
- e. the limit of indemnity under this policy shall be reduced by an amount equal to the indemnity provided by any underlying policy;

- f. the **Underwriters** may at any time pay the limit of indemnity (less any sums already paid) or any lesser amount for which the claims arising out of such an event can be settled the **Underwriters** will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the **Underwriters** may be responsible in respect of matters prior to the date of such payment.

For the purpose of this policy:

1. **Waivable Charges** shall mean all amounts charged to the **Company's** Visa / Mastercard Business / Corporate Purchasing account with the **Bank** which are not of either direct or indirect benefit to the **Company**; and
 - a. where the **Company** has paid the bill but been unable to obtain reimbursement from the **Cardholder**; or
 - b. where the **Bank** has billed the **Cardholder** direct and the **Company** has reimbursed the **Cardholder** but the **Cardholder** has not paid the **Bank**; or
 - c. where the **Company** has received direct or indirect benefit but is contractually required to pay twice as a result of **b.** above.

It is understood and agreed that there can be no circumstance where **Underwriters** can pay a claim twice.

Provided that such unauthorised charges:

- d. are billed up to 75 days preceding the **Waiver Date** and notified by the **Company** to the **Bank** by means of a **Waiver Request Letter** on or within 14 days of the **Waiver Date**;
 - e. are incurred but are not yet billed as of the **Waiver Date** or up to 14 days after the date on which the **Bank** received a request to cancel that **Cardholder's** card whichever occurs first;
 - f. are discovered not later than 75 days after the termination of:
 - i. this policy; or
 - ii. the insurance in respect of the **Company** employing the **Cardholder** concerned with the loss whichever occurs first;
2. **Theft** shall mean any act of fraud or dishonesty by any **Cardholder** committed in connection with the authorised card issued to them with clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the **Cardholder** to receive such gain.

General Conditions

1. This policy shall be voidable in the event of deliberate misrepresentation, misdescription or nondisclosure in any material particular.
2. Observance of the terms of this policy relating to anything to be done or complied with by the **Bank** is a condition precedent to the **Underwriters' liability**.
3. The **Underwriters** shall not be liable in the event of any material change in the nature of the business of the **Bank** unless the **Underwriters** have been advised and their written approval obtained.
4. Either party may cancel this policy by giving 90 days' notice in writing to the other party at its last known address. Any such termination will not affect the rights of the **Bank** with respect to charges incurred by its **Cardholders** prior to the effective date of termination. If the **Underwriters** give such notice the **Bank** shall become entitled to a proportionate return of premium. If the **Bank** gives such notice then the **Bank** shall be entitled only to a return premium in accordance with the **Underwriters' usual short period scale** provided that no claim has been made in the then current period of insurance.

For the purposes of this policy termination shall mean the date of cancellation of this policy.

5. If this policy immediately supersedes a similar insurance effected by the **Bank** (hereinafter called the **Superseded Insurance**) the **Underwriters** will indemnify the **Bank** in respect of any loss discovered during the continuation of the **Superseded Insurance** if the loss is not recoverable solely because the period allowed for discovery has expired.

Provided that:

- a. such insurance has been continually in force from the time of the loss until inception of this policy;
- b. the loss would have been insured by this policy had it been in force at the time of the loss;
- c. the liability of the **Company** shall not exceed whichever is the lesser of:
 - i. the amount recoverable under the insurance in force at the time of the loss; or
 - ii. the limit of indemnity applicable under this policy.

In any event the **Underwriters' total liability** in respect of any one claim continuing through both the terms of the **Superseded Insurance** and the continuation of this policy shall not exceed the limit of indemnity applicable under this policy.

6. This policy shall be voided if:
 - a. the **Bank** or **Company** be wound up or carried on by a liquidator or receiver or permanently discontinued; or
 - b. the **Bank** or **Company's** interest ceases otherwise than by death.

7. This policy shall be voided if the **Bank** or **Company's** interest ceases and nothing herein contained shall give any right against the **Underwriters** to any person other than the **Bank** or **Company** except to a transferee approved by the **Underwriters**.

Claims Conditions

1. If any claim shall be in any respect fraudulent or if fraudulent means or devices are used by the **Bank** or **Company** or anyone acting on their behalf to obtain any benefit under this policy or if any loss is occasioned by the wilful act or with the connivance of the **Bank** or **Company** all benefit under this policy shall be forfeited.
2. Upon knowledge of or discovery of loss or of any occurrence which may give rise to a claim for loss the **Bank** or **Company** whichever is appropriate shall:
 - a. give notice thereof as soon as practicable to **Underwriters**;
 - b. file detailed proof of loss with **Underwriters** within 30 days after the discovery of the loss.Upon the **Underwriters'** request the **Bank** or **Company** whichever is appropriate shall submit to examination by the **Underwriters** and produce for the **Underwriters'** examination all pertinent records and all at such reasonable time and place as the **Underwriters** shall designate and shall cooperate with the **Underwriters** in all matters pertaining to loss or claims with respect thereto.
3. In the event of any payment under this policy the **Underwriters** shall be subrogated to all the **Bank's** (or **Company's**) rights of recovery therefore against any person or organisation and the **Bank** (or **Company**) shall execute and deliver instruments to secure such rights. The **Bank** (or **Company**) shall do nothing after loss to prejudice such rights. The **Bank** or **Company** must co-operate with any efforts to recover funds including communication/co-operation with any law enforcement body.
4. If at any time any claim arises under this policy there be any other insurance or indemnity or guarantee covering the same loss the **Underwriters** shall not be liable except in respect of an excess of the amount which is payable under such other insurance or indemnity or guarantee.
5. If any difference shall arise as to the amount to be paid under this policy such difference shall be referred to arbitration, form of which to be agreed by all parties.
6. The insurance provided under this policy shall not apply in respect of any loss caused by a **Cardholder** if the **Company** possesses knowledge of any act or acts of fraud or dishonesty committed by such **Cardholder**:
 - a. in the service of the **Company** or otherwise during the terms of employment by the **Company**;
 - b. prior to employment by the **Company**.

For the purposes of this policy knowledge possessed by the **Company** means knowledge possessed by a partner director elected or appointed officer who is aware of the employment of a person and that person's acts of fraud or dishonesty.

7. For a valid claim to arise it is a condition of this policy that the **Company** shall as soon as any act of **Theft** is discovered make every effort to retrieve the Barclaycard Business / Corporate / Purchasing Card.
8. Immediately following the discovery by the **Company** of any act of **Theft** by a **Cardholder** it shall be the duty of the **Company** to inform the **Bank** immediately and to have the card placed upon the suspended card list. The **Underwriters** shall bear no liability for future acts of **Theft** by the **Cardholder** following the said discovery of fraudulent activity.
9.
 - a. Any money of the **Cardholder** in the **Company's** hands upon discovery of any loss and money which but for the **Cardholder's Theft** would have been due to the **Cardholder** from the **Company** shall be deducted from the amount of the loss before a claim is made under this policy.
 - b. Any further monies which are recovered less any costs incurred in recovery shall accrue:
 - i. in the event that the **Company's** claim has exceeded the limit of indemnity firstly to the benefit of the **Company** to reduce or extinguish the amount of the **Company's** loss;
 - ii. thereafter to the **Underwriters'** benefit to the extent of the claim paid or payable;
 - iii. and finally any surplus thereafter shall be returned to the **Company**.
10. JLT Claims details: In the event of a claim or any circumstances giving rise to the possibility of a claim you must immediately notify:
Jardine Lloyd Thompson Limited
6 Crutched Friars
London EC3N 2PH
United Kingdom
Tel: +44 20 7528 4642
Email: BCLW@jltgroup.com

Exclusions

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

1. loss of interest or consequential loss of any kind;
2. loss caused by any act of any **Cardholder** committed prior to the commencement date for that **Cardholder**;
3. charges incurred to purchasing goods or services for the **Company** or for persons other than the **Cardholder** pursuant to the instructions of the **Company** or acquiescence thereto by the **Company** if those goods or services are of the type which are regularly purchased by or for the **Company**;

4. charges incurred by a **Cardholder** after the discovery date of the loss by the **Company** or charges incurred beyond 14 days after the **Bank** receives a request to cancel the Barclaycard Commercial card whichever is the earlier;
5. **Cash** advances, after Notification of **Termination Date**;
6. **Cash** advances which exceed USD 300 / EUR 300 / GBP 200 per day or a maximum of USD 1,000 /EUR 1,000 / GBP 600 in all prior to notification of **Termination Date**;

7. **Radioactive Contamination Exclusion**

This Insurance does not cover:

- a. loss or destruction of, or damage to, any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- b. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i. ionizing radiations or contaminations 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 explosive nuclear assembly or nuclear component thereof;
 - iii. nuclear reaction, nuclear radiation or radioactive contamination;

8. **Financial Guarantee Exclusion**

This policy does not cover any form of financial guarantee, surety or credit indemnity.

Evidence of Insurance

Barclaycard Commercial (hereinafter called the **Assured**) has procured insurance issued by Lloyd's of London (hereinafter called **Underwriters**) in respect of Cardholder Misuse Insurance for each corporate customer. This document is issued to notify you that your name has been added as an **Assured** with respect to the coverage and limits provided for in accordance with the master policy terms, limitations, conditions and exclusions as attached hereto.

Minimum Standards of Control

Obligation of the Company

The **Company** may require the **Bank** to waive their liability for **Waivable Charges** only if they meet all the following requirements:

1. The **Company** has two (2) or more cards in good standing on or after establishing a card account with a Member Bank or as otherwise agreed.
2. The **Company** send a **Waiver Request** by letter or fax to the **Bank**. The **Waiver Request** must state:
 - a. that the **Company** request the waiver of covered charges;
 - b. the **Cardholder's** name, card number and last known business and home address;
 - c. in cases where the **Bank** invoices the **Cardholder** directly, that the **Company** has contacted the **Cardholder** in writing and directed him to immediately pay all outstanding charges to the **Bank**; and
 - d. whether the card was retrieved from the **Cardholder**.
3. The **Company** has delivered to the **Cardholder** or sent by first class mail a written notice stating that the **Cardholder's** card has been cancelled, that he/she should immediately discontinue all use of that card, that he must immediately pay any outstanding amounts owed to the **Bank**, and that he must immediately return that card to the **Company**.
4. The **Company** has used and will continue to use its best endeavours to retrieve the card from the **Cardholder** and to return it, cut in half, to the **Bank**.
5. The **Company** shall promptly give written notice to the **Bank** if any **Cardholder's** employment has been terminated or in cases where the **Bank** invoices the **Cardholder**, if the **Company** knows or should know that a **Cardholder** is receiving reimbursement for charges but is not paying the **Bank** for those charges.

General Information

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact:

Jardine Lloyd Thompson Limited
6 Crutched Friars
London EC3N 2PH
United Kingdom
Tel: **+44 20 7528 3585**
Email: **BCLW@jltgroup.com**

If you are unable to resolve the situation and wish to make a complaint you can refer it to the Complaints Department at Lloyd's, who may, in certain circumstances, be able to review the matter.

Their address is:

Policyholder and Market Assistance Department
Lloyds Market Service
Lloyd's
One Lime Street
London EC3M 7HA
Tel: **+44 20 7327 5693**
Email: **complaints@lloyds.com**

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

The law of England and Wales will apply to this contract.

The language used in this document and any communications will be in English.

This information is also available in large print, Braille and audio format by calling **0844 822 2100**.*

*Calls may be monitored or recorded to maintain high levels of security and quality of service. For BT business customers, calls will cost no more than 5.5p per minute, minimum call charge 6p (current at December 2011). The price on non-BT phone lines may be different.

Barclaycard Commercial, Company Barclaycard Dept, PO Box 3000, Teesdale Business Park, Stockton-on-Tees TS17 6YG.
Telephone **0844 822 2125***. Fax **01642 663636**.

www.barclaycard.co.uk/commercial

Barclaycard Commercial is a trading name of Barclays Bank PLC. Barclays Bank is authorised and regulated by the Financial Services Authority.
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