

insurance details

This policy covers:

Barclaycard Commercial Purchasing Cards

Contents

Guide to Insurance

2

Cardholder Misuse

3

Policy Terms and Conditions

4

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 www.fsa.gov.uk/pages/register or by contacting the FSA on **+44 845 606 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 Cardholder Misuse Insurance through International SOS Insurance Services Limited, Landmark House, Hammersmith Bridge Road, London W6 9DP, United Kingdom (who place the 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
- a 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)).

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
- companies running a corporate liability scheme.

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 +44 207 528 4642 or at BCLW@jltgroup.com

Period of Insurance

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

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 x 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: +44 207 528 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: **+44 207 528 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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