

insurance details

Purchasing Card

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 Commercial is a trading name of Barclays Bank PLC. Barclays Bank PLC. Registered address: 1 Churchill Place, London E14 5HP.

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). 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/register> or by contacting the FSA on **0845 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 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 from International SOS Insurance Services Ltd, 2nd Floor, Waterman's Hall, 16 St Mary at Hill, London EC3R 8EF (who place the Cardholder Misuse Insurance with White Horse Insurance Ireland Ltd). 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

E-mail: 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 Financial Services Authority (FSA) established the FOS to independently review complaints made by personal or small business customers with a turnover of up to £1 million or for charities with an annual income up to £1 million, or trustees of a trust with a net asset value of up to £1 million, at the time of making a complaint. Their address is: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

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 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS on **020 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);
- a supranational institution, government or central administrative authority;
- a provincial, regional, local and municipal authority;
- a large company (ie not a small company as defined in the Companies Act 1985);
- a large mutual association (ie 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 (ie 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 by International SOS Insurance Services (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 whichever is the earlier;
- Cash advances after Notification of Termination Date;
- Cash advances which exceed £200 per day or a maximum of £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 call: **020 8762 8014***.

Duration of cover

This policy runs for the length of time that you hold a Barclaycard Commercial Purchasing Card Account unless we notify you of any changes to the policy or the withdrawal of cover. You may wish to review your cover periodically to ensure it continues to meet your needs.

Cardholder Misuse Full Policy (including Terms & Conditions)

Definitions

1. **Cardholder** shall mean any person authorised by the Company to use Visa Purchasing Cards 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 White Horse Insurance Ireland Ltd.
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;
 - 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.

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 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

- i. 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);
- ii. 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;
- iii. the Underwriters' total liability in any one Period of Insurance shall in any case not exceed the aggregate Limit of Indemnity per Company;
- iv. 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;
- v. the Limit of Indemnity under this Policy shall be reduced by an amount equal to the Indemnity provided by any underlying policy;
- vi. 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 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 circumstances where Underwriters can pay a claim twice.

Provided that such unauthorised charges

- i. 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
(The waiver request letter is a document incorporated within the Guide to this Policy);
 - ii. 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 Cardholders Card whichever occurs first;
 - iii. are discovered not later than 75 days after the termination of
 - A) this Policy,
 - or
 - B) 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 non-disclosure 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 avoided 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 avoided 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.
8. Where a Cardholder is made redundant or dismissed by the Company, the Company must inform the Bank.

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 therefor 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.
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 an arbitrator to be appointed in accordance with the statutory provisions in that behalf for the time being in force.
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 Card from the Cardholder and destroy it.
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.

In the event of a claim or any circumstances giving rise to the possibility of a claim the Assured must immediately notify:

International SOS Insurance Services Ltd
6th Floor Landmark House
Hammersmith Bridge Road
London
W6 9DP
Tel: 020 8762 8014*

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 Cardholder's Visa Purchasing Card whichever is the earlier;
5. cash advances after Notification of Termination Date;
6. cash advances which exceed £200 per day or a maximum of £600 in all prior to Termination Date in respect of UK Visa Member Banks.

Evidence of Insurance

Barclaycard Commercial (hereinafter called the Assured) has procured insurance under Master Policy No: SISPP 08-09-123/0016 (hereinafter called the Master Policy issued by Strategic Insurance Services Ltd on behalf of White Horse Insurance Ireland Ltd (hereinafter called "the" Underwriters) in respect of Card 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 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

International SOS Insurance Services Ltd always endeavours to provide the highest levels of service and integrity. If for any reason you are not satisfied with our service please contact:

International SOS Insurance Services Ltd

6th Floor Landmark House
Hammersmith Bridge Road
London W6 9DP

Choice of law

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

Language

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 5p per minute, minimum call charge 5.9p (current at August 2009). The price on non-BT 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.

Registered in England. Registered No: 1026167. Registered Office: 1 Churchill Place, London E14 5HP.
9902889 BCD94415BROB28. Updated 08/09. 23033D.