

insurance details

This policy covers:

Barclaycard Commercial Platinum Corporate Cards

Barclaycard Commercial Gold Corporate Cards

Issued to cardholders in US, Russian and Swiss domiciled subsidiaries with a UK-domiciled parent company

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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 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 Extended Warranty, Purchase Protection, Cardholder Misuse Insurance, 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 Ltd and the Extended Warranty, Purchase Protection and Cardholder Misuse Insurance and Travel 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

Eligible complainant – must be a person who is:

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

Micro-enterprise is defined as an enterprise which:

- 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.

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 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, 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)).

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 by International SOS Insurance Services Limited (registered number 312228).

Eligibility

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

- Only items with a purchase price in excess of £50;
- An excess of £50 is payable on each occurrence;
- A purchase where the entire purchase amount is made with the 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	Gold	Platinum
Any one item	£2,500	£3,000
Any one occurrence (each and every claim)	£5,000	£6,000
Aggregate in any twelve-month period	£10,000	£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 (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.

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 by 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;
- An excess of £50 is payable on each occurrence; and
- A purchase where the entire purchase amount is made with the 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	Gold	Platinum
Any one item	£2,500	£3,000
Any one occurrence (each and every claim)	£5,000	£6,000
Aggregate in any twelve-month period	£10,000	£12,000

Significant exclusions and/or limitations

- Boats;
- Motorised vehicles;
- Land or buildings;
- 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 2890 371441 or at barclaycardclaims@osg.ie.

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.

Purchase Protection and Extended Warranty Full Policy (including Terms & Conditions)

This policy 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 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 policy have been incorporated.

Cardholder/s shall mean any person who has a valid **Card** issued by the member.

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 the **Eligible Person** described in the Schedule(s) of Benefits.

Limit of Indemnity refers to the maximum amount for which the underwriters shall be responsible under this policy 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 (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.

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:
- the date the **Eligible Person** is no longer eligible to participate; or,
 - the date of **Eligible Account** is defined as ineligible by Barclays Bank UK; or,
 - 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 Purchase Protection Valuation section below and up to the amounts described in the Purchase Protection Scope of Coverage section.

Losses must occur within:

- 90 Domestic days; and
- 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:

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

With respect to **Covered Purchase** which consist 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.

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.

3.9 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 (Extended Warranty)

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. motorized vehicles (including but not limited to airplanes, 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

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 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. Underwriters may in any claim for damage recoverable hereunder, require the **Eligible Person** to send the damaged item to an address designated by Underwriters at the **Eligible Person's** expenses.

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 underwriters make payment they are entitled to recover such amounts from other parties or persons. Any party or person to or from whom 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) mean 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 policy have been incorporated. The cards issued are defined in Annexure I of this policy.

Eligible Person(s) 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 £2,500 per item, £5,000 per occurrence and of £10,000 per **Cardholder** per annum for Gold cards;

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

Extended Warranty

Coverage is subject to a limit of £2,500 per item, £5,000 per occurrence and of £10,000 per

Cardholder per annum for Gold cards;

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

Cardholder per annum for Platinum cards.

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

- 7.1** The intermediary for this contract is Barclays Bank PLC. Registered Office: 1 Churchill Place, London E14 5HP, United Kingdom, to whom all correspondence should be addressed.

Section 8: How to Make a Claim

- 8.1** In the event of an event occurring that may give rise to a claim under this policy, the **Cardholder**, or his representative, should call **+44 (0) 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 you are intending to claim for is covered. Original invoices, receipts, official reports, tickets, agreements, credit or debit card slips, or other documentary evidence will be required to be submitted in support of any claim.

- 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, P.O.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 No: **+44 20 7327 5693**

Fax No: **+44 20 7327 5225**

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 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 Insurance 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 JLT Speciality Services Ltd.

Eligibility

- To have access to the benefits covered by the policy you must have used the Barclaycard Commercial card 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

	Platinum	Gold
Emergency Medical Expenses	Up to €2,000,000	N/A
Personal Accident (Common Carrier)	€250,000	€100,000
Hospital Daily Benefit	€25 per day	N/A
Personal Liability	€1,000,000	N/A
Loss of Money	Up to €500	N/A
Cancellation	€3,000	N/A
Travel Delay	€40 per hour to max of €400	N/A
Baggage Delay	€50 per hour to max of €600	€50 per hour to max of €300
Legal Expenses	€25,000	€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 or other hazardous activities;
- Journey booked or undertaken against medical advice.

The full and specific exclusions and limitations are contained in the schedule below.

Making a claim

If you need to make a claim, please call +353 1261 2002 or email info@osgtravelclaims.co.uk.

Duration of cover

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.

Travel Insurance Policy Terms and Conditions

Policy No. B0901 L61109077 000

Meaning of words

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

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

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

Benefits shall mean the indemnified benefits supplied by **Underwriters** under the terms and conditions of this policy, as set out in Sections 5 to 13 inclusive.

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

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

Cardholder/s shall mean any person not yet 76 years old who has a valid Platinum or Gold card issued by the client.

Certificate/Policy means this certificate of insurance.

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

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

Client means Barclays Bank PLC.

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

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

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

General Exclusions means the exclusions listed in Section 14 of this **Policy**.

Hi-jack means unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew thereof.

Hospital Daily Indemnity shall mean a payment to be made to the **Cardholder** for each complete 24 hour period that the **Cardholder** spends as an in-patient in a hospital outside his or her **Principal Country of Residence** during a **Journey**. No payment shall be made until the first 48-hour period has expired, after which the first 48-hour period is also eligible for payment.

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

International SOS means International SOS Assistance (UK) Ltd, 6th Floor, Landmark House, Hammersmith Bridge Road, London, W6 9DP, United Kingdom.

International SOS Physician shall mean the physicians nominated by the SOS alarm centres throughout the world.

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

Journey shall mean the first 90 days of any trip outside of the cardholders principal country of residence, falling entirely within the period of insurance, where at least 50% of the total value of tickets for travel on a **Common Carrier** have been paid by using such **Cardholder's** card. The **Journey** shall be deemed to have begun with the **Cardholder's** departure from the home where such **Cardholder** normally resides and shall have ended upon return to that home.

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

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

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

OSG Travel Claims Services means OSG Travel Claims Services, P.O. Box 1086, Belfast BT1 9ES, United Kingdom.

Party means a party to this contract of insurance.

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

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

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

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

Services refer to 24-hour assistance and other related emergency services to be provided by International SOS as described in section 4 of this policy.

Underwriters refers to certain **Underwriters** at Lloyds of London.

Section 1: Geographical Limits

1.1 The services and **Benefits** described in this policy are provided on a worldwide basis.

Section 2: Eligibility

2.1 Only those **Cardholders** who are not yet 76 years old on the effective date or renewal date shall be eligible for **Benefits** and/or services under this insurance.

2.2 The **Cardholder** is eligible for the **Benefits** and/or services in accordance with the terms

and conditions of this **Policy** or any other eligibility criteria set by the client in writing with the prior agreement from **Underwriters** and/or International SOS.

2.3 The **Benefits** and services provided to the **Cardholders** shall be on a **Compulsory Inclusion basis**.

Section 3: Period of Insurance

3.1 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.

3.2 Any party may immediately terminate this **Policy** on written notice to the other **Party** in the event that:

- a. the other **Party** shall be in default of the performance or observance of any material covenants or provisions hereof and such **Party** shall have failed to remedy such default or breach within 30 days after receiving written notice of such default or breach; or
- b. any material representation or warranty made by the other **Party** is false or untrue when made; or
- c. the other **Party** shall make a general assignment for the benefit of creditors or a resolution is passed or a petition is presented against the other **Party** for liquidation, winding-up or dissolution or for the appointment of a liquidator, receiver, trustee, judicial manager or similar official of all or a substantial part of its assets or if execution or any form of action is levied or taken against any of its assets.

3.3 In the event of termination or expiry of this **Policy**, both parties shall be relieved of all future liabilities as at the date of termination or expiry, whichever is applicable.

3.4 All **Cardholders** are entitled to the **Benefits** and services from the date of activation of their card account or the date the **Cardholder** has been notified to **Underwriters**, whichever comes later and subject to the appropriate premium having being paid to **Underwriters**.

3.5 The entitlement to **Benefits** and services will cease automatically on the date **Underwriters** receive written notification of the deletion of the **Cardholder** or the termination of the **Cardholder's** card account, whichever comes first.

3.6 A **Cardholder's** eligibility for the **Benefits** and services shall cease on the earliest of:

- a. the date the **Cardholder** is no longer eligible for the **Benefits** and services pursuant to this **Policy**; or
- b. the **Date of Termination** or expiry date, whichever occurs first.

Section 4: Medical and Travel Assistance Services

4.1 Assistance Services

International SOS will provide various medical and travel assistance services. Those services provided directly by **International SOS** are covered under the terms of this **Policy**, subject to the premium having been paid. Where a third party, such as a physician or courier, is utilised the provision of such services is at the expense of the cardholder, unless such costs are covered under the terms of this **Policy**.

4.2 International SOS Services

a. Telephone assistance.

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

b. Service Provider referral

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

c. Medical Monitoring

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

d. Cardholder support

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

e. Guarantee of Payment

If covered under the terms of this **Policy**, **International SOS** will guarantee or pay any required hospital admittance deposit on behalf of a **Cardholder**.

4.3 Third Party Services

- a. In the event of an emergency where, either the **Cardholder** cannot be adequately assessed by telephone for possible evacuation, or the **Cardholder** cannot be moved and local medical treatment is unavailable, **International SOS** will, send an appropriate medical practitioner to the **Cardholder**. **International SOS** will not pay for the costs of such services unless covered under the terms of this **Policy**.
- b. **International SOS** will arrange to have delivered to the **Cardholder** essential medicine, drugs, medical supplies or medical equipment that are necessary for a **Cardholder's** care and/or treatment but which are not available at the **Cardholder's** location. The delivery of such medicine, drugs and medical supplies will be subject to the laws and regulations applicable locally. **International SOS** will not pay for the costs of such medicine, drugs or medical supplies and any delivery costs thereof unless covered under the terms of this **Policy**.

Section 5: Emergency Medical, Evacuation and Repatriation Expenses

5.1 Medical Expenses

If a **Cardholder** incurs **Medical Expenses** whilst on a **Journey** as the direct result of the **Cardholder** sustaining **Bodily Injury** or an **Illness**, the **Underwriters** will indemnify the **Cardholder** in respect of such expenses up to the limit shown in Section 12 of this **Policy**.

5.2 Emergency Evacuation and Repatriation Services

- a. In the event that a **Cardholder** suffers an **Illness**, **Accident** or **Bodily Injury** whilst on a **Journey**, and the **Cardholder** is in a **Serious Medical Condition**, and in the opinion of **International SOS** such arrangements are necessary on medical grounds, **International SOS** will arrange for the transportation for moving the **Cardholder** to the nearest hospital where appropriate medical care is available or **International SOS** will arrange for the return of the **Cardholder** to the **Principal Country of Residence**.
- b. If required, **International SOS** will also arrange for the provision of appropriate communication and linguistic capabilities, mobile medical equipment and a medical escort.
- c. **International SOS** retains the absolute right to decide whether the **Cardholder's** medical condition is sufficiently serious to warrant an emergency medical evacuation. **International SOS** further reserves the right to decide the place to which the **Cardholder** shall be evacuated to and the means or method by which such evacuation will be carried out having taken into account all the assessed facts and circumstances

of which **International SOS** is aware at the relevant time.

- d. **International SOS** reserves the right to decide the means or method by which such repatriation will be carried out having taken into account all the assessed facts and circumstances of which **International SOS** is aware at the relevant time.

5.3 Transportation of Mortal Remains

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

5.4 Transportation to join a Cardholder

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

5.5 Return of Dependent Children

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

Exclusions to Section 5

- 5.6 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are specifically excluded from the cover for emergency **Medical Expenses**, evacuation and repatriation expenses:

- a. Expenses incurred after 12 months from the time of the **Accident** or first manifestation of **Illness** or **Bodily Injury**;
- b. Dental or optical expenses, unless incurred as a result of an **Accident, Illness** or **Bodily Injury**;
- c. Treatment provided other than by a qualified medical practitioner;
- d. Expenses incurred within the **Cardholder's Principal Country of Residence**;
- e. Expenses incurred which are non-medical in nature e.g. telephone calls, newspapers etc.;
- f. Services rendered without the authorisation and/or intervention of **International SOS**;
- g. Costs, which would have still been payable if the event giving rise to the intervention of **International SOS**, had not occurred;

- h. Elective cosmetic surgery;
- i. Expenses incurred for treatment not verified by a medical report;
- j. Cases of minor **Illness** or **Bodily Injury**, which in the opinion of the **International SOS** Physician can be adequately treated locally and which do not prevent the **Cardholder** from continuing his/her travels or work;
- k. Expenses incurred where the **Cardholder** in the opinion of the **International SOS** Physician is physically able to return to his/her **Principal Country of Residence** seated as a normal passenger and without medical escort; and
- l. The first EUR 100.00 of each and every claim.

Section 6: Personal Accident Cover

- 6.1 FULL trip/cover not applicable

- 6.2 Common Carrier

- 6.2.1 If during a **Journey** a **Cardholder** sustains **Bodily Injury** during the operative time below and independently of any other cause such **Bodily Injury** results in the death, **Permanent Total Disablement** or **Dismemberment** of the **Cardholder** the **Underwriters** will pay to the **Cardholder**, or such person as may be selected by the **Cardholder's** legal personal representative(s), the sum detailed in Section 12 of this **Policy**.

- 6.2.2 The cover provided under Section 6.2 commences when the cardholder enters an airport, seaport, railway or road station for the purpose of boarding common carrier and ends upon disembarkation from such **Common Carrier**.

- 6.3 **Domestic Common Carrier** cover not applicable, specific exclusions applying to Section 6

- 6.4 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for personal accident:

- a. Costs, which would have still been payable if the event giving rise to the intervention of **International SOS** had not occurred;
- b. More than one claim under this Section 6 in connection with the same **Accident**;
- c. Expenses resulting from medical or surgical treatment except where **Bodily Injury** renders such treatment as necessary; and
- d. **Bodily Injury** sustained other than during a **Journey**;

Section 7: Hospital Daily Benefit

7.1 If a **Cardholder** sustains **Bodily Injury** or **Illness** during a **Journey** which results in the hospitalisation of the **Cardholder**, the **Underwriters** will indemnify to the **Cardholder** or such person as may be selected by the **Cardholder's** legal personal representative(s), the sum detailed in Section 12 of this **Policy**, per day, up to a maximum of 30 days.

Exclusions to Section 7

7.2 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover:

- a. Services rendered without the authorisation and/or intervention of **International SOS**;
- b. Cases of minor **Illness** or **Bodily Injury**, which in the opinion of the **International SOS** physician can be adequately treated locally, and which do not prevent the **Cardholder** from continuing their travels or work;
- c. The **Cardholder** suffering from sickness or disease not directly resulting from a valid claim for **Bodily Injury** or **Illness**;
- d. Payment in respect of the first 48 hours of hospitalisation unless the period of hospitalisation exceeds 48 hours;
- e. Elective cosmetic surgery;
- f. Expenses incurred after 12 months from the time of the Accident or first manifestation of **Illness**;
- g. Expenses incurred within the **Cardholder's Principal Country of Residence**;
- h. Expenses incurred for treatment not verified by a medical report; and
- i. Dental or optical expenses, unless incurred as a result of an emergency;

Section 8: Personal Liability

8.1 If whilst on a **Journey** the **Cardholder** is involved in an incident which results in him or her becoming legally liable to pay damages or costs in respect of accidental death or **Bodily Injury** and/or accidental loss of or damage to material property belonging to any third party then the **Underwriters** will indemnify the **Cardholder** against all sums which they shall become legally liable to pay to a third party claimant up to the limit specified in Section 12 of this **Policy**.

8.2 The limit shown in Section 12 of this **Policy** also covers the **Cardholder's** costs and expenses incurred with the prior written approval of **Underwriters**

8.3 Special Conditions:-

- a. The liability of the **Underwriters** for all sums

payable by the **Cardholder** under this section shall not exceed the limits shown in Section 12 of this **Policy**;

- b. The **Cardholder** shall give immediate notice to the **Underwriters** of any occurrence for which there may be liability under this section and shall provide the **Underwriters** with such particulars and information as the **Underwriters** may require and shall forward to the **Underwriters** immediately on receipt any letter, writ, summons and process and shall advise the **Underwriters** in writing immediately the **Cardholder** has knowledge of any impending prosecution, inquest or inquiry in connection with the said occurrence;
- c. No admission of liability or offer, promise or payment shall be made without the prior written consent of the **Underwriters**. The **Underwriters** shall be entitled at their discretion to take over settlement of any claim and to prosecute at their own expense and for their benefit any claim for compensation or damage against any other person. The **Cardholder** shall give any and all information and assistance required;
- d. The **Underwriters** may at any time and at their sole discretion pay to the **Cardholder** the maximum sum payable under this section in respect of any claim. The **Underwriters** shall then be exempt from all future liability under this section.

Exclusions to Section 8

8.4 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for personal liability:

- a. **Bodily Injury** to employees of the **Cardholder**;
- b. Liability arising out of:
 - i. the use of vehicles, aircraft or watercraft (other than manually propelled rowing boats, punts or canoes);
 - ii. property belonging to or held in trust by or in the custody of, or control of the **Cardholder**;
 - iii. any wilful or malicious act;
 - iv. the ownership or use of firearms;
 - v. the carrying on of any trade, profession or business;
- c. Liability to members of the **Cardholder's** family; and
- d. Liability assumed by the **Cardholder** by agreement.

Section 9: Loss of Money

- 9.1** If, whilst on a **Journey**, a **Cardholder** sustains loss, theft or damage to Money, the **Underwriters** will indemnify the **Cardholder** in respect of such loss or damage up to the limits shown in Section 12 of this **Policy**.
- 9.2** In order to be reimbursed by the **Underwriters**, the **Cardholder** must provide a detailed description of the **Money**.

Exclusions to Section 9

- 9.3** In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for loss of **Money**:
- a. More than EUR 500 in respect of any one article;
 - b. The first EUR 50 of each and every claim;

Section 10: Cancellation

- 10.1** If, a **Cardholder** incurs expenses as the direct and necessary result of the cancellation, curtailment or re-arrangement of any part of the original plan for the **Cardholder's Journey** as the direct consequence of:
- a. the **Cardholder** sustaining **Bodily Injury** or suffering **Illness**;
 - b. the death, **Bodily Injury** or **Illness** of the **Cardholder's** relative;
 - c. compulsory quarantine, jury service, subpoena or hijacking involving the **Cardholder**; or
 - d. cancellation or curtailment of scheduled public transport services consequent upon strike, riot or civil commotion, mechanical breakdown or adverse weather conditions;

then the **Underwriters** will be responsible for indemnifying the **Cardholder** for the unused portion of prepaid travel and accommodation expenses as included in the **Journey** as per the limits shown in Section 12 of this **Policy**.

Exclusions to Section 10

- 10.2** In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for cancellation:
- a. Costs, which would have still been payable if the event giving rise to the intervention of **International SOS**, had not occurred;
 - b. Cases of minor **Illness** or **Bodily Injury**, which in the opinion of the **International SOS Physician** can be adequately treated locally, and which do not prevent the **Cardholder** from continuing their travels or work;

- c. Expenses incurred where the **Cardholder** in the opinion of the **International SOS Physician** is physically able to return to his/her Principal **Country of Residence** travelling as a normal passenger and without medical escort; and
- d. Death or **Illness** of any pet or animal.

Section 11: Inconvenience

11.1 Travel Delay

In the event of:

- a. industrial action;
- b. adverse weather conditions;
- c. mechanical breakdown or derangement of the **Cardholder's** aircraft or sea vessel; or
- d. the grounding of the aircraft on which the **Cardholder** is due to travel as a result of mechanical or structural defect;

which results in the delayed departure of the **Cardholder's** flight or sailing for at least 4 hours on the outward or return **Journey** from the time shown in the carrier's travel itinerary as supplied to the **Cardholder**, the **Underwriters** will arrange a payment to the **Cardholder**.

- 11.2** The payment to the **Cardholder** under Section 11.1 is up to the limits as shown in Section 12 of this policy, per hour's delay, up to a maximum of 12 hours, provided always that the **Cardholder** shall have checked-in according to the itinerary given to him or her by the tour operator or carrier and shall have obtained written confirmation from the airline or shipping line or their handling agents that the flight or sailing was delayed by an event described in this section. Such confirmation must state the actual period of the delay.

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

11.4 Baggage Delay

In the event of a **Cardholder's** baggage being temporarily lost or misplaced on an outward part of a **Journey** by the airline, shipping line or their handling agents, the policy per hour's delay, to a maximum of 12 hours. Written confirmation of such delay must be obtained from the airline, shipping line or their handling agents stating the actual period of the delay.

11.5 Document Replacement

Not covered.

11.6 Hijack

Not covered.

11.7 Legal Expenses

International SOS will, with the **Underwriters** written consent, provide cover for legal expenses incurred up to the limits as shown in Section 12 of

this **Policy** arising from the pursuit of a claim against a third party who has caused **Bodily Injury** to or **Illness** or death of the Cardholder by an incident occurring during a **Journey**.

Exclusions to Section 11

11.8 In addition to the General Exclusions, the following treatment, items, conditions, activities and their related or consequential expenses are excluded from the cover for inconvenience **Benefits**:

- a. Payment in respect of the first 4 hours of delay;
- b. Delay resulting from the failure of the **Cardholder** to provide the necessary correct documentation;
- c. Delay resulting from the failure of the **Cardholder** to allow reasonable time to reach the point of departure given the circumstances known at the time;
- d. Delay arising as a result of any official Government suspension or cancellation of a service;
- e. Active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrections;
- f. In respect of baggage delay or loss not reported to either the police, airline, shipping line or their handling agent within 24 hours of discovery and a written report obtained;
- g. In respect of legal expenses, any costs or expenses incurred in pursuing claims against a travel agent, tour operator, insurer, insurance agent or carrier, but this exclusion only applies to the travel agent, tour operator, insurer, insurance agent or carrier contracted as part of the original **Journey** and not any third party's carrier booked directly by the **Cardholder** during the **Journey**;
- h. In respect of legal expenses, any claim where in the opinion of the **Underwriters** there is insufficient prospect of success in obtaining a reasonable **Benefit**;
- i. In respect of legal expenses, claims against any employer or whilst carrying on any business, trade or profession;
- j. In respect of legal expenses **Benefits** rendered without the authorisation and/or intervention of **International SOS**; and
- k. In respect of legal expenses, claims for professional negligence.

Section 12: Summary of Benefits, Limits of Indemnity and Excess

Ref:	Benefit	Platinum		Gold	
		Section Benefit Benefit Limit per Cardholder per event in EUR	Excess per Cardholder per event in EUR	Section Benefit Benefit Limit per Cardholder per event in EUR	Excess per Cardholder per event in EUR
4	Medical & Travel Assistance Services	N/A	N/A	N/A	N/A
5	Emergency Medical, Evacuation & Repatriation Expenses 1. Medical expenses 2. Emergency Evacuation & Repatriation expenses	2,000,000 N/A	100.00	N/A N/A	N/A
6	Personal Accident 1. Full Trip 2. Common Carrier 3. Domestic Common Carrier	N/A 250,000 For children aged 16 and under benefit is limited to 25,000 N/A	N/A Nil N/A	N/A 100,000 For children aged 16 and under benefit is limited to 10,000 N/A	N/A Nil N/A
7	Hospital Daily Benefit	25.00 per day	Nil	N/A	Nil
8	Personal Liability	1,000,000	Nil	N/A	Nil
9	Baggage & Money 1. Loss of Baggage 2. Loss of Money	N/A Up to 500.00	N/A 50.00	N/A N/A	N/A Nil
10	Cancellation	3,000	Nil	N/A	Nil
11	Inconvenience benefits 1. Travel delay 2. Baggage delay 3. Document replacement 4. Hijack 5. Legal Expenses	40 per hour up to 400 max 50 per hour up to 600 max N/A N/A 25,000	4 hours 4 hours N/A N/A N/A	N/A 50 per hour up to 300 max N/A N/A 25,000	4 hours 4 hours N/A N/A N/A

Notes (applicable to Platinum and Gold)	<p>Compensation payable in respect of Personal Accident</p> <ol style="list-style-type: none"> 1. Death – 100% of sums above 2. Total and irrecoverable loss of sight of one or both eyes – 100% of sums above 3. Loss of one or two limbs – 100% of sums above 4. Permanent Total Disablement (other than above) – 100% of sums above <p>The total payment for a single Personal Accident will not exceed 100% of the sum</p>
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Section 13: General Conditions

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

Injury giving rise to the provision of **Benefits** and services.

Section 14: General Exclusions Applying to all Sections

This Policy does not cover:

- 14.1** Expenses, which are more specifically covered by or recoverable from any other insurance policy or national insurance programme under which the **Cardholder** is covered;
- 14.2** Expenses incurred as a result of claims for events occurring after the **Journey**;
- 14.3** The provision of services where a **Cardholder** will be over 75 years of age at the time of the planned **Journey** or any subsequent **Journey**;
- 14.4** Any pre-existing defect, infirmity or condition for which the **Cardholder** is receiving medical treatment, advice or consultation at the time of travelling or at the time of arranging travel unless specifically agreed in writing by **International SOS**;
- 14.5** Any **Journey** booked or undertaken against medical advice;
- 14.6** Situations where a **Journey** was specifically undertaken with the intention of obtaining medical treatment;
- 14.7** Situations where a **Journey** was booked after receipt of a terminal prognosis to the **Cardholder**
- 14.8** Expenses related to psychiatric disorders infirmities or conditions for which treatment has previously been received;
- 14.9** Expenses related to pregnancy, unless unexpected complications arise, and in no circumstances where the pregnancy has entered the 7th month at the start of a **Journey**;
- 14.10** Situations arising from or in any way connected with a wilfully self inflicted **Bodily Injury** or **Illness**, insanity, alcohol, drug or substance abuse or self exposure to needless peril (except in an attempt to save human life) including suicide;
- 14.11** Claims resulting from the failure of the **Cardholder** to exercise all reasonable care to protect themselves and their property;
- 14.12** The commission of, or the attempt to commit, an unlawful act;
- 14.13** Any expense, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to expenses in any way caused or contributed to by an **Act of Terrorism** or war;

- 14.14** Any expense which is a direct result of nuclear reaction or radiation;
- 14.15** Consequential loss other than stated as being specifically covered;
- 14.16** Services provided by any **Party** other than **International SOS** for which no charge would be made if this policy were not in place;
- 14.17** Claims notified more than 90 days after the date of loss;
- 14.18** The **Cardholder** exercising any form of hazardous work in connection with any business, trade or profession;
- 14.19** The **Cardholder** engaging in any form of aerial flight except as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft over an established route;
- 14.20** Any expense related to accident or injury occurring while the **Cardholder** is engaged in any hazardous activity, pastime or pursuit, caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungeejumping, ballooning, hang-gliding, deep sea diving utilising hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, and any organised sports undertaken on a professional or sponsored;
- 14.21** The **Cardholder** engaging in any winter sports;
- 14.22** The **Cardholder** engaging in active service in the armed forces of any nation;
- 14.23** The **Cardholder** engaging in active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrections; and
- 14.24** Any **Bodily Injury, Illness, death, loss, expenses** or any other liability attributable to HIV (Human Immunodeficiency Virus) or AIDS (Acquired Immune Deficiency Syndrome) or any similar syndrome whatever it is called unless contracted during a medical investigation, test or course of treatment (unless related to drug abuse or sexually transmitted diseases).

Section 15: Intermediary

- 14.1** The Intermediary for this policy is Barclays Bank PLC. Registered Office: 1 Churchill Place, London E14 5HP, United Kingdom.

Section 16: Security

16.1 LSW 1001 (Insurance)

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Section 17: Requesting Emergency or Travel Assistance

- 17.1** Emergency Medical and Travel assistance services are available 24 hours a day from **International SOS**.

In the event that the **Cardholder** requires these services, please call **+44 208 762 8146**

Section 18: How to Make a Claim

- 18.1** In the event of an event occurring that may give rise to a claim under this policy, the **Cardholder**, or his representative, should call **+353 1261 2002** during UK office hours of 09.00 to 17.00hrs. Outside normal UK working hours, the cardholder should contact **info@osgtravelclaims.co.uk** 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: **info@osgtravelclaims.co.uk**

- 18.2** The **Cardholder** must first check his/her policy wording and the relevant section(s), terms, conditions and exclusions, to ensure that what you are intending to claim for is covered.

Original invoices, receipts, official reports, tickets, agreements, credit or debit card slips, or other documentary evidence will be required to be submitted in support of any claim.

- 18.3** Upon contacting **OSG Travel Claims Services** to report a claim, the **Cardholder** should request a claim form, which should be returned to the address given within 28 days, along with all required supporting documentation. Claimants are advised to retain copies of all documents for their own reference.

Section 19: Complaints Procedure

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.

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**

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 it to be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

It is hereby noted and agreed that Lloyd's is regulated by the Financial Services Authority ('the FSA') whose address is:

Financial Services Authority

25 The North Colonnade

Canary Wharf

London E14 5HS.

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 JLT Speciality Limited +44 207 528 4642 or e-mail BCLW@jltgroup.com

Duration of cover

This policy runs for the length of time that you hold a Barclaycard Commercial 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)

Policy No. B0901L61109101000 Contract No. 6267/11

Sum Insured:

Up to GBP 15,000 per cardholder and GBP 1,000,000 per company per year

Situation: World-wide

Definitions

1. **Cardholder** shall mean any person authorised by the Company to use Visa / MasterCard / 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**;
 - b. the date the **Company** gives notice to the **Cardholder**;
 - c. or the date the authorised card is withdrawn by the **Company** from the **Cardholder** whichever is the sooner.
6. **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.
7. **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.

Attaching to and forming part of **Policy No: B0901L61109101000**

The Underwriters will indemnify

Barclays Bank PLC (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/ Purchasing Cheques) 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:

- 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**;
- 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:

- 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**;
 - 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 **Cardholder's Card** whichever occurs first;
 - iii. are discovered not later than 75 days after the termination of:
 - this **Policy**; or
 - 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 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. **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 persons 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 Visa / MasterCard Business/Corporate/ Purchasing Card from the Cardholder and destroy the Visa / MasterCard/ 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; and
 - iii. 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 the assured must immediately notify:

JLT Specialty Limited
6 Crutched Friars
London EC3N 2PH
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 **Cardholder's** Visa / MasterCard / Business / Corporate / Purchasing Card whichever is the earlier;
5. cash advances, after notification of termination date;
6. cash advances which exceed GBP 200 per day or a maximum of GBP 600 in all prior to notification of termination date.

Electronic Date Recognition Exclusion (EDRE)

This policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise directly or indirectly arising out of or relating to:

1. the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
2. any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

EDRE NMA 2802 (17/12/1997)

Form approved by Lloyd's Underwriters' Non-Marine Association Limited.

Radioactive Contamination Exclusion

This Insurance does not cover:

1. loss or destruction of, or damage to, any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a. ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

- c. nuclear reaction, nuclear radiation or radioactive contamination.

Financial Guarantee Exclusion Clause

This **Policy** does not cover any form of Financial Guarantee, Surety or Credit Indemnity.

War And Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

2. any **Act of Terrorism**.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the **Underwriters** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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. This obligation is waived in respect of Visa / MasterCard / purchasing liability.

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.

Complaints

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

The Managing Director A and H
 JLT Specialty Limited
 6 Crutched Friars
 London EC3N 2PH
 Tel: **+44 20 7558 3585**
 Fax: **+44 20 7558 3589**

If you have a problem concerning any aspect of your insurance please contact:

The Compliance Officer,
 JLT Specialty Limited,
 6 Crutched Friars,
 London EC3N 2PH.
 Tel: **+44 20 7528 4400**
 Fax: **+44 20 7528 4500**

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

Their address is:

The Policyholder and Market Assistance Department
 Lloyd's Market Services
 Lloyd's
 One Lime Street
 London EC3M 7HA
 Tel: **+44 20 7327 5693**
 Fax: **+44 20 7327 5225**
 Email: **complaints@lloyds.com**

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

Additional Wordings and Clauses

Governing Law and Jurisdiction

This **Policy** shall be interpreted under, governed by and construed in accordance with the laws of and for this purpose, the Insured and **Underwriters** agree to submit to the exclusive jurisdiction of the courts of England in any dispute arising hereunder.

Several Liability Notice – LSW 1001

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

Conformity Clause

It is understood and agreed that wherever the words **Policy** and **Certificate** appear herein they are deemed to mean and read the same.

Regulation

It is hereby noted and agreed that Lloyd's is regulated by the Financial Services Authority ('the FSA') whose address is:

Financial Services Authority
 25 The North Colonnade
 Canary Wharf
 London E14 5HS
 United Kingdom

Agent for the Insurers

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

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 January 2012). 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.
Registered in England. Registered No: 1026167. Registered Office: 1 Churchill Place, London E14 5HP.
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