# onecard

**Your Insurance Policies** 



#### Please note:

- The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you.
- 2. For our **one**card programmes we offer insurance products from Chubb European Group SE and certain underwriters at Lloyd's of London.
- You will not receive advice or recommendations from us in respect of any
  of the insurances detailed in this booklet. You will need to make your own
  choice on how to proceed.
- 4. You will not have to pay a fee for our services in respect of any of the insurances detailed in this booklet.
- 5. National Westminster Bank Plc, 135 Bishopsgate, London EC2M 3UR is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 121878. Our permitted business includes arranging and advising on non-investment insurance. You can check this on the Financial Services Register by visiting the FCA's website register.fca.org.uk or by contacting the FCA on 0800 111 6768.
- If you wish to register a complaint, please contact us: In writing: NatWest, Commercial Cards, PO Box 5747, Southend-on-Sea, Essex SS1 9AJ. By phone: 0370 01 01 152. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.
- 7. We are covered by the Financial Services Compensation Scheme. 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 claim, without any upper limit.

You are entitled, at any time, to request information regarding any commission which the Bank may have received in respect of these insurance products that are relevant to your account by calling 0370 01 01 152 (Minicom 0370 154 1192). Calls may be recorded. Call charges from residential lines, business lines and mobiles vary and depend on your telephone operator's tariffs.

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## Travel Insurance (NatWest onecard Gold only)

#### Statement of Demands and Needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. This product meets the demands and needs of those who wish to receive Travel Insurance coverage as described in the certificate of insurance.

#### **Statement of Price**

NatWest **one**card Gold Travel Insurance is provided with your **one**card Gold at no extra cost.

#### Pre-requirement for cover to apply

The Employing Company must have its registered or business address in the United Kingdom, Ireland, Channel Islands, Isle of Man or Gibraltar at the commencement date and throughout the duration of the policy.

The Insured Person must be resident in the United Kingdom, Ireland, Channel Islands, Isle of Man, Gibraltar or the European Union at the commencement date and throughout the duration of the policy.

## **Your Policy Summary**



This policy summary does not contain the full terms and conditions of your Travel Insurance Policy, which can be found in your Policy Document. Please take time to make sure you understand the cover it provides. Cover is underwritten by Chubb European Group SE (Chubb). This Travel Insurance Policy is provided free of charge for you for business Journeys, and up to three business colleagues or business associates who are travelling with you, when the fares and travel costs relating to a business Journey are charged to your NatWest one card Gold account.

#### Duration

Cover remains in force as long as the **Corporate Card/Lodge Account** is maintained, you remain an employee of your company and Chubb remains the Insurer. As this insurance may continue for more than a year you should review it periodically to ensure that cover remains adequate.

#### Cancellation

If, for any reason, you wish to cancel your cover you may contact Chubb on 0345 841 0056 and cover shall cease from the day Chubb receives such notice. If Chubb no longer wishes to offer this Policy and needs to cancel this Policy, Chubb will write to the Employing Company at the current address Chubb has, giving 30 days notice. If Chubb cancels the Policy, Chubb will refund the premium paid by NatWest to NatWest provided no claims have been made.

#### **Significant Features and Benefits**

See pages 7 to 19 of the policy document for full details of cover

- Medical Expenses up to £2,000,000 for any one trip and additional travel and accommodation expenses up to a maximum of £10,000
- Cancellation, Curtailment and Alteration to Itinerary costs up to a maximum of £3,000 per Journey
- Personal Injury during a Journey up to a maximum of £25,000, increased to £250,000 if you are travelling on public transport or in a hired car
- Replacement employee transportation costs up to £1,000
- Travel Delay after the first 4 hours of £25 per hour up to a maximum of £300
- Personal Belongings up to a maximum of £1,200 (maximum £750 in total for all valuables)
- Money up to a maximum of £500 per person
- Personal Liability up to a maximum of £1,000,000.

## Significant Exclusions or Limitations

See page 7 of the policy document for full details of cover as well as special exclusions within some sections of the Policy.

Chubb will not be liable for:

- injury, loss or expense due to alcohol, solvents or drugs, suicide, attempted suicide or self-inflicted injury or illegal act
- · claims resulting from engaging in:
  - aerial pursuits or aviation as a pilot or crew member, aerial pursuits include micro-lighting, hang-gliding, para-gliding, parachuting, sky-diving and bungee-jumping but not parascending
  - racing motor rallies and competitions, professional sports, mountaineering or rock climbing requiring the use of ropes or guides or winter sports
- claims where the Insured Person is a full time member of the armed forces, national or international authority or a member of any Reserve Forces called out for Permanent Service
- claims resulting from war or any act of war whether declared or not
- This Policy does not cover claims which would result in Chubb being in breach of any resolutions or trade or economic sanctions or other laws.
- claims where the Journey is undertaken against the advice of a Qualified Medical Practitioner
- the first £50 of each and every claim for Medical (except in-patient benefit), Personal Belongings and Money
- Personal Property or Money left in a motor vehicle unless out of sight in a locked boot or compartment or under the purpose built luggage cover of an estate or hatchback car.

#### Claims

If a claim needs to be made, the Chubb Claims Service Team, need to be notified within 60 days of the occurrence, or as soon as poosible after that. We will then ask for a claim form to be filled in to register the **Claim**.

Our contact details are:

Postal Address: Chubb (Claims Dept.), PO Box 682, Winchester SO23 5AG

Telephone: 0345 841 0059 (Within UK only)

 International:
 +44 (0)141 285 2999

 Facsimile:
 +44 (0)141 285 2901

 E-mail:
 uk.claims@chubb.com

#### **Complaints Procedure**

In the event of a complaint relating to the sale of your policy please contact the following:

(a) Complaints Officer

NatWest,

Commercial Cards Division,

Cards Customer Services,

PO Box 5747,

Southend-on-Sea SS1 9AJ. Telephone: **0370 010 1152** 

In the event you have a complaint in relation to how your **Claim** was handled please contact the following:

(b) The Customer Relations Department.

Chubb PO Box 682.

Winchester SO23 5AG

Telephone: 0800 519 8026 (Within UK only) E-mail: customerrelations@chubb.com

The Insured or Insured Person has the right to refer their complaint to the (c) Financial Ombudsman Service (FOS) if they are dissatisfied with Chubb or NatWest's final response. Their contact details are:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR

+44 (0) 800 023 4567 (calls are free from a UK landline or mobile) Telephone:

+44 (0) 300 123 9 123 (calls to this number cost no more

than calls to 01 and 02 numbers)

complaint.info@financial-ombudsman.org.uk

Website: financial-ombudsman.org.uk

The existence of these complaint procedures does not reduce an Insured or Insured Person's Statutory Rights relating to this Policy. For further information about Statutory Rights the Insured or Insured Person should contact citizens advice.

#### Financial Services Compensation Scheme

In the unlikely event of Chubb being unable to meet its liabilities, you may be entitled to compensation under the Financial Services Compensation Scheme.

Their contact details are:

Financial Services Compensation Scheme, PO Box 300 Mitcheldean GL 17 1DY.

Telephone: 0800 678 1100 or 0207 741 4100.

Website: www.fscs.org.uk

On-Line Form: https://claims.fscs.org.uk/

## Travel Insurance (NatWest onecard Gold only)

## **Your Policy**

#### Insurance Agreement

The Insured Person and Chubb\* agree that, Chubb will, subject to the terms, Conditions, Provisions and Exclusions of this Policy, provide the Insurance in the manner and to the extent provided in this Policy. This Policy document contains the full terms and conditions of the policy.

\*Chubb shall mean Chubb European Group SE, which is registered in France No. 450 327 374. UK Business Address: 100 Leadenhall Street, London EC3A 3BP. Supervised by the French Prudential Supervision and Resolution Authority (4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09) and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. You can find details about the firm by searching 'Chubb European Group SE' online at https://register.fca.org.uk/

Additional information can be found at: www.chubb.com/uk

#### Travel Insurance

The cover provided by this Policy begins as soon as the Employing Company's application for the Corporate Card/Lodge Account has been accepted by the Card Issuer. Cover continues automatically as long as:

- the Employing Company maintains the Corporate Card/Lodge Account;
- the Corporate Card Holder/Lodge Account User remains an employee ii. of the Employing Company; and
- the insurance continues to be placed with Chubb.

Any dates used in this policy refer to Local Standard Time at the address of the Insured Person.

As this insurance may continue for more than a year the Corporate Card Holder/Lodge Account User should review it periodically to ensure that cover remains adequate. During a Journey and whilst the Policy is in force cover is provided under the following Sections:

- Medical
- 2 **Personal Property**
- 3 Money
- **Cancellation Curtailment and Change to Itinerary**

- 5 Replacement
- 6 Personal Injury
- 7 Personal Liability
- 8 Legal Expenses
- 9 Hi-Jack
- 10 Travel Delay
- 11 Chubb Assistance

## Pre-requirement for cover to apply

The **Employing Company** must have its registered or business address in the **United Kingdom**, Ireland, Channel Islands, Isle of Man or Gibraltar at the commencement date and throughout the duration of the policy.

The **Insured Person** must be resident in the **United Kingdom**, Ireland, Channel Islands, Isle of Man, Gibraltar or the **European Union** at the commencement date and throughout the duration of the policy.

#### **General Definitions**

- Accident shall mean a sudden violent, external, unforeseen and identifiable event and the word Accidental shall be construed accordingly.
- Aerial Pursuits shall include but not be limited to micro-lighting, hang-gliding, para-gliding and parachuting, sky-diving and bungee-jumping, but shall not include parascending.
- Bodily Injury shall mean injury which is caused solely by Accidental
  means and which independently of illness or any other cause within
  twenty-four calendar months from the date of the Accident results
  directly in the Insured Person's death, Loss of Limb, Loss of Sight or
  Permanent Total Disablement or disablement.
- 4. Card/Account Issuer shall mean National Westminster Bank Plc.
- Chubb Assistance shall mean the advice and services, including medical repatriation services organised by Chubb.
- Claim shall mean a single loss or series of losses Due To one cause insured by this Policy.
- Corporate Card Holder/Lodge Account User shall mean an Insured Person being an employee of the Employing Company who has been provided with the Corporate Card or has the authority to book travel using the Lodge Account.
- Corporate Card/Lodge Account shall mean the card produced and the account issued by the Card/Account Issuer in connection with the onecard Gold account and provided to the Corporate Card Holder/ Lodge Account User by the Employing Company.
- Due To shall mean directly or indirectly caused by, arising from or in connection with.
- Employing Company shall mean the corporate customer of the Card/Account Issuer whose application for a Corporate Card/Lodge Account has been accepted by the Card/Account Issuer and whose employees are Corporate Card Holders/Lodge Account Users.
- European Union shall mean Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain or Sweden.
- 12. GBP and £ shall mean United Kingdom pounds sterling.
- Hospital shall mean any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the Insured Person is under the constant supervision of a Qualified Medical Practitioner.
- 14. In-patient shall mean an Insured Person who has gone through the full admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of an injury or illness and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.
- 15. Insured Persons shall mean
  - (a) any Corporate Card Holder/Lodge Account User.
  - (b) up to three business colleagues or business associates of the Employing Company who are travelling with the Corporate Card Holder/Lodge Account User.

- Journey shall mean any trip undertaken in connection with the business of the Employing Company by an Insured Person.
  - (a) outside the United Kingdom (or the Insured Person's normal country of residence if different), for which all travel costs have been charged to the Corporate Card/Lodge Account of the Insured Person described.
  - (b) within the United Kingdom (or the Insured Person's normal country of residence if different), for which at least one night's accommodation has been booked in advance and charged to the Corporate Card/Lodge Account of the Insured Person described in a. of the Definition of Insured Persons. Cover will commence from the time of departure from home or place of business whichever is last until return thereto whichever is first, subject to a maximum duration of 90 consecutive days for any one trip.
- Licensed Public Transport shall mean an air, land or water vehicle operated under licence for the transportation of fare-paying passengers.
- 18. Qualified Medical Practitioner shall mean a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice who is neither:
  - (a) An Insured Person; or
  - (b) A relative of an Insured Person unless approved by Chubb.
- Specific Conditions, Specific Exclusions and Specific Definitions shall mean those conditions, exclusions and definitions more particularly stated in the Sections to which they specifically apply.
- 20. **United Kingdom** shall mean England, Scotland, Wales and Northern Ireland.
- War means armed conflict between nations, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- Winter Sports Any winter pursuits or sports including, but not limited to, the following:
  - skiing (including skiing outside the area of the normal compacted snow ski slope i.e. 'off-piste');
  - tobogganing;
  - snow boarding;
  - ice skating (other than on an indoor rink);
  - ski or ski bob racing;
  - mono skiing;
  - ski jumping;
  - · ski boarding;
  - · ice hockey; or
  - · the use of bobsleighs or skeletons.

#### **General Exclusions**

The following General Exclusions are applicable to the Policy as a whole.

- Chubb shall not be liable for payment of any benefit for Bodily Injury, loss or
  expense incurred which is caused by or results from the misuse of alcohol or
  solvents, or as a result of drugs ingested (except for drugs which are properly
  prescribed), or whilst driving with an alcohol level in the blood which exceeds
  the legal limit of the country in which the Insured Person is driving.
- Chubb shall not be liable for payment of any benefit for Bodily Injury, loss or expense Due To:
  - (a) suicide, attempted suicide or deliberate self-inflicted injury by the **Insured Person** regardless of the state of their mental health.
  - (b) an Insured Person's own illegal act.
  - (c) the Insured Person engaging in racing motor rallies and competitions, professional sports, mountaineering or rock climbing requiring the use of ropes or guides or Winter Sports.
  - (d) the Insured Person engaging in any form of Aerial Pursuits or aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft.
  - (e) the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any Reserve Forces called out for Permanent Service.
  - (f) War or any act of War, whether declared or not.

- Chubb shall not be liable for payment of any benefit for Bodily Injury, loss or expense Due To:
  - (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from and 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.
- 4. Chubb will not pay any Claims which would result in Chubb being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America. You should contact Chubb's Customer Services Team on 0345 841 0056 for clarification of policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America.

Applicable to US Persons only: policy cover for a **Journey** involving travel to/from/through Cuba will only be effective if the US Person's travel has been authorised by a general or specific licence from OFAC (US Treasury's Office of Foreign Asset Control). For any **Claim** from a US Person relating to Cuba travel, Chubb will require verification from the US Person of such OFAC licence to be submitted with the **Claim**. US Persons shall be deemed to include any individual wherever located who is a citizen or ordinarily resident in the United States (including Green Card Holders) as well as any corporation, partnership, association, or other organisation, wherever organised or doing business, that is owned or controlled by such persons.

## Section 1 - Medical

#### A. Medical Expenses

If during a **Journey** outside the **United Kingdom** (or the **Insured Person's** normal country of residence if different) an **Insured Person** becomes ill or sustains injury Chubb will pay the **Insured Person** in respect of **Medical Expenses** up to a maximum of **GBP2**,000,000 for any one trip.

## Specific Definition applicable to the Medical Expenses sub-section

Medical Expenses shall mean all reasonable costs necessarily incurred outside the United Kingdom (or the Insured Person's normal country of residence if different) for Hospital, nursing home, ambulance, surgical or other diagnostic or remedial treatment given or prescribed by a Qualified Medical Practitioner.

## B. Supplementary Travel and Accommodation Expenses

If during a Journey outside the United Kingdom (or the Insured Person's normal country of residence if different) an Insured Person becomes ill or sustains in jury Chubb will pay the Insured Person in respect of Supplementary Travel and Accommodation Expenses up to a maximum of GBP10,000 for any one Journey.

## Specific Definition applicable to the Supplementary Travel and Accommodation Expenses sub-section

**Supplementary Travel and Accommodation Expenses** shall mean reasonable additional costs necessarily incurred:

- (a) for travel and accommodation of up to two relatives, friends or close business associates of the Insured Person who on medical advice from a Qualified Medical Practitioner are advised to travel to or remain with the Insured Person.
- (b) for funeral expenses incurred in the burial or cremation of the Insured Person outside of the United Kingdom (or the Insured Person's normal country of residence if different) and costs of transportation of their Personal Belongings (as defined in the Personal Belongings Section) back to the United Kingdom (or the Insured Person's normal country of residence if different).
- in transporting the Insured Person's body or ashes (excluding funeral and interment costs).

## C. Emergency Repatriation Expenses

If during a **Journey** outside the **United Kingdom** (or the **Insured Person's** normal country of residence if different) the **Insured Person** becomes ill or sustains injury Chubb will pay the **Insured Person** in respect of **Emergency Repatriation Expenses**.

## Specific Definition applicable to the Emergency Repatriation Expenses sub-section

Emergency Repatriation Expenses shall mean all reasonable costs necessarily incurred in repatriating the Insured Person to the most suitable Hospital or to the Insured Person's home address in the United Kingdom (or the Insured Person's normal country of residence if different) provided that such repatriation is medically necessary and organised by Chubb Assistance.

## Specific Conditions applicable to the Emergency Repatriation Expenses sub-section

- Chubb Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a Claim.
- The Insured Person must not make or attempt to make arrangements without the involvement and/or agreement of Chubb Assistance.
- Any repatriation must be organised by Chubb Assistance who will use the
  most appropriate method including, if necessary, the use of air services
  and arrangements for qualified medical staff to accompany an Insured
  Person if required.
- The Insured Person will reimburse Chubb in respect of all costs incurred in the event of repatriation services being provided by Chubb Assistance in good faith to any person not insured under this Policy.

## D. In-patient Benefit

If during a Journey an Insured Person becomes ill or sustains injury and is confined as an In-patient to a Hospital outside of the United Kingdom (or the Insured Person's normal country of residence if different) Chubb will pay the Insured Person GBP25 for each complete 24 hour period of confinement up to a maximum of GBP750 for any Journey.

## Specific extension to Section 1 – Medical

If during a Journey the Insured Person becomes ill Due To complications of pregnancy (as diagnosed by a Qualified Medical Practitioner or specialist in obstetrics – provided that if the Insured Person is travelling within 12 weeks of the expected date of delivery they must provide a medical certificate (dated no later than 5 days before the outbound travel date) issued by a Qualified Medical Practitioner or midwife confirming the number of weeks of pregnancy and that the Insured Person is fit to travel on the Journey), Chubb will pay the Policyholder in the terms of cover provided under A. Medical Expenses; B. Supplementary Travel and Accommodation Expenses; C. Emergency Repatriation Expenses and/or D. In-patient Benefit.

## Specific Exclusions applicable to this Section

Chubb shall not be liable for:

- any expenses incurred where a Journey is undertaken against the advice of a Qualified Medical Practitioner.
- any expenses which are recoverable from any other insurance policy or national insurance programme which is applicable to the Insured Person.
- any expenses incurred after twelve months from the time of the incurring of the first expense.
- any expenses incurred where the **Journey** is undertaken for the purpose of receiving medical treatment or advice.
- dental or optical expenses other than those incurred in providing the minimum emergency treatment necessary to relieve pain and discomfort for the duration of the **Journey**.
- the first GBP50 of each and every Claim except for those relating to In-patient Benefit.
- treatment which in any way arises from or is attributable to any Human Immunodeficiency Virus infection or related syndrome.

## **Section 2 – Personal Belongings**

#### A. Personal Belongings

If during the a **Journey** an **Insured Person** sustains loss of or damage to **Personal Belongings** Chubb will pay the **Insured Person** in respect of such loss or damage up to a maximum of **GBP1**,200 for any one **Journey**.

## Specific Definitions applicable to the Personal Belongings sub-section Section

- Personal Belongings shall mean each of the Insured Person's suitcases, trunks and containers of a similar nature and their contents taken or acquired on a Journey and articles designed to be worn or carried by the Insured Person, including Valuables. All items of Personal Belongings must be owned by or be the legal responsibility of the Insured Person and be for the Insured Person's own use or wear.
- 2. Valuables shall mean cameras and other photographic equipment, telescopes and binoculars, audio/video equipment (including radios cassette/compact disc players, ipods, mp3 and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), mobile phones, satellite navigation equipment, computers and computer equipment (including PDAs, personal organisers, laptops, notebooks, netbooks and the like), computer games equipment (including consoles, games, peripherals) jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals.

#### B. Personal Belongings Delay

If during a **Journey** all or part of the **Insured Person's Personal Belongings** are lost or temporarily mislaid or delayed for more than one hour Chubb shall reimburse the **Insured Person** up to **GBP**50 (which has been paid to purchase essential items of replacement clothing or toilet requisites) for each hour delayed up to a maximum of **GBP**550 per event.

## Specific Exclusions applicable to this Section

Chubb shall not be liable for:

- 1. the first GBP50 of each and every Claim for Personal Belongings.
- more than GBP400 for any one article, pair or set in respect of Personal Belongings.
- 3. More than GBP750 in total in respect of Valuables.
- 4. vehicles or their accessories.
- Loss or theft of any items or damage Due To:
  - (a) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration.
  - (b) inherent mechanical or electrical failure, breakdown or derangement.
  - (c) any process of cleaning, restoring, repairing or alteration.
- 6. Loss or theft of any items left in a motor vehicle unless kept out of sight in a locked boot or compartment or under the purpose built luggage cover of an estate or hatchback car and there is evidence of forced entry or the car has been stolen.
- more than a reasonable proportion of the total value of a pair or set where the lost or damaged article is part of a pair or set.
- loss or theft not reported to the police and/or appropriate authorities within twenty-four hours of discovery and a report obtained.
- loss or damage occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a Property Irregularity Report obtained.
- 10. loss **Due To** confiscation or detention by customs or any other authority.
- 11. any items of household furniture, appliances or equipment.
- 12. any items of business equipment.
- 13. loss of or damage to sports equipment whilst it is in use.
- 14. any article more specifically insured or recoverable under any other insurance.

## Specific Conditions applicable to this Section

- The Insured Person shall take all reasonable precautions for the safety
  of any insured article.
- 2. On the happening of any loss or damage Chubb shall be entitled:
  - (a) to take and keep possession of any article and to deal with salvage in a reasonable manner.
  - (b) at its own option to repair or replace any article for which it is liable.
- 3. In the event of total loss or destruction of any article of Personal Belongings purchased/acquired less than two years prior to the date of loss the basis of settlement shall be the cost of replacing the article as new provided that the replacement article is substantially the same but not better than the original article when new.
- Any amounts paid under Personal Belongings Delay will be deducted from any subsequent amounts payable under Personal Belongings in respect of the same loss.

## Section 3 - Money

#### A. Money

If during a **Journey** or the seventy-two hours immediately prior to commencement or subsequent to completion of the **Journey** an **Insured Person** sustains loss of or damage to **Money** Chubb will pay the **Insured Person** in respect of such loss up to a maximum of **GBP**500 for any one occurrence.

## Specific Definition applicable to this sub-section

**Money** shall mean the **Insured Person's** personal coins, bank notes, postal or money orders, signed travellers cheques and other cheques, letters of credit, travel tickets, petrol coupons or other prepaid coupons.

#### **B.** Emergency Document Replacement

If during a **Journey** an **Insured Person** sustains loss of or damage to their personal or business documents Chubb will pay the **Insured Person** or the **Employing Company**, as appropriate, in respect of all reasonable costs necessarily incurred in providing replacement or duplicate documents up to a maximum amount of **GBP7**50 provided that such replacement is necessary and organised by **Chubb Assistance**.

## Specific Exclusions applicable to this Section

Chubb shall not be liable for:

- the first GBP50 of each and every Claim for Money.
- loss not reported to the police and/or appropriate authorities within twenty-four hours of discovery and a report obtained.
- 3. loss **Due To** confiscation or detention by customs or any other authority.
- loss Due To devaluation of currency or shortages Due To errors or omission during monetary transactions.
- 5. more than GBP500 in respect of coins and/or bank notes.
- promotional vouchers or awards or any goods or services obtained through the conversion of such vouchers or awards.
- 7. loss or damage whilst Money is left
  - (a) overnight in or on any vehicle, unless in a locked garage, or
  - (b) in any vehicle which is left unlocked or unattended, at any other time.

#### Specific Condition applicable to this Section

The **Insured Person** shall take all reasonable precautions for the safety of any **Money** (as defined above) insured.

# Section 4 – Cancellation Curtailment and Alteration to Itinerary

If as a result of any of the reasons listed below, an **Insured Person** is forced to cancel a **Journey** prior to its commencement or curtail or alter the itinerary of any part of a planned **Journey**, Chubb will pay the **Insured Person** or the **Employing Company**, as appropriate, in respect of i) Cancellation, Curtailment and/or Alteration of Itinerary expenses or ii) additional travel of accommodation expenses – incurred up to a maximum of **GBP3**,000 for any one **Journey**.

- (a) the Insured Person becoming ill or sustaining injury
- (b) the death, injury or illness of the Insured Person's spouse, partner, mother, father, daughter, son, sister, brother, grandparent, grandchild and corresponding in-laws or close business colleague
- (c) the Insured Person deciding to return to the United Kingdom (or the Insured Person's normal country of residence if different) as a result of death, injury or illness necessitating the return to the United Kingdom (or the Insured Person's normal country of residence if different) of any other Insured Person or close business associate with whom the trip is made provided that the Cancellation, Curtailment or Alteration to Itinerary is confirmed as medically necessary by the treating Qualified Medical Practitioner
- (d) compulsory quarantine on the order of a treating Qualified Medical Practitioner, jury service, subpoena or hijack of the Insured Person
- (e) cancellation or curtailment of scheduled public transport services consequent upon strike, riot or civil commotion
- (f) the Insured Person's home or place of business becoming uninhabitable following fire, storm, flood, theft, subsidence or malicious damage
- (g) complication of pregnancy as diagnosed by a Qualified Medical Practitioner who specialises in obstetrics

#### Specific Definition applicable to this Section

Cancellation Curtailment and Alteration to Itinerary expenses shall mean loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not been and will not be used, but which become forfeit or payable under contract.

## Specific Exclusions applicable to this Section

Chubb shall not be liable for:

- any expenses incurred where a Journey is undertaken against the advice of a Qualified Medical Practitioner, or where a terminal complaint has been diagnosed (regardless of the duration of life expectancy).
- any expenses incurred where a **Journey** is undertaken for the purpose of receiving medical treatment or advice.
- 3. any costs or charges paid or discharged by the use of promotional vouchers or awards of any description.
- any loss, charge or expense incurred as a result of regulations made by a public authority or government.
- any expense incurred for food, drink, telephone and internet usage charges which would have been incurred regardless of a covered alteration to itinerary.

## Section 5 - Replacement

If during a Journey outside the United Kingdom (or the Insured Person's normal country of residence if different) an Insured Person becomes ill including illness Due To complications of pregnancy (as diagnosed by a Qualified Medical Practitioner who specialises in Obstetrics) or sustains injury which in the opinion of a Qualified Medical Practitioner causes or is likely to cause total disablement from continuing the trip for a period in excess of five days Chubb will pay the Insured Person or Employing Company, as appropriate, in respect of Replacement Expenses up to the amount of GBP1,000 for any one Journey.

## Specific Definition applicable to this Section

Replacement Expenses shall mean all reasonable costs necessarily incurred in sending a substitute employee to complete the original Insured Person's Journey provided that such costs shall be limited to economy fare travel and other essential expenses in transportation of the substitute employee.

## Specific Exclusions applicable to this Section

Chubb shall not be liable for:

- any expenses where a trip is undertaken against the advice of a Qualified Medical Practitioner.
- any costs or charges paid or discharged by the use of promotional vouchers or awards of any kind.

## Section 6 - Personal Injury

If during a **Journey** an **Accident** occurs and causes **Bodily Injury** to an **Insured Person** Chubb will pay the Basic Benefit, or if the **Accident** occurred whilst using **Public Transport** – the Enhanced Benefit, shown below:

	Basic Benefit	Enhanced Benefit
Death	<b>GBP</b> 25,000	<b>GBP</b> 250,000
Loss of Limb	<b>GBP</b> 25,000	<b>GBP</b> 250,000
Loss of Sight	<b>GBP</b> 25,000	<b>GBP</b> 250,000
Permanent Total Disablement	<b>GBP</b> 25,000	<b>GBP</b> 250,000

## Specific Definitions applicable to this Section

- 1. Loss of Limb shall mean in respect of:
  - (a) an arm physical severance or total loss of use at or above the wrist ioint; and
  - (b) a leg physical severance or total loss of use above the level of the ankle (talo-tibial joint).
- 2. Loss of Sight shall be deemed to have occurred:
  - (a) in both eyes when the Insured Person's name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist.
  - (b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and Chubb is satisfied that the condition is permanent and without expectation of recovery.
- 3. Permanent Total Disablement shall mean disablement which has lasted for at least twelve months and which in the opinion of Chubb is beyond hope of recovery and shall in all probability continue for the remainder of the Insured Person's life and will prevent the Insured Person from engaging in or giving attention to business profession or occupation for which they are fitted by way of training, education, or experience for the remainder of their life.
- Public Transport shall mean whilst an Insured Person is mounting into, dismounting from or travelling in:
  - (a) any Licensed Public Transport
  - (b) any car hired for a period not exceeding 30 days during the course of a **Journey** (including walking between different forms of transport where a connection is being made) all of the fare for which has been charged to the **Corporate Card/Lodge Account**.

## Specific Exclusions applicable to this Section

- 1. sickness or disease not directly resulting from Bodily Injury.
- 2. disabilities arising from
  - (a) Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause.
  - (b) Post Traumatic Stress Disorder or any psychological or psychiatric condition.

## Specific Condition applicable to this Section

Any contributory degenerative condition or disability (as determined by a **Qualified Medical Practitioner**) in existence at the time of sustaining **Bodily Injury** will be taken into account by Chubb in assessing the level of benefit payable.

#### Disappearance

If an **Insured Person** disappears and after a suitable period of time it is reasonable for the Police or registration authorities to believe that such **Insured Person** has died as a result of **Bodily Injury**, the Death Benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such Death Benefit shall be refunded to Chubb.

#### Exposure

If an **Insured Person** suffers **Bodily Injury** as a result of unavoidable exposure to the elements Chubb will consider it as having been caused by an **Accident**.

## Section 7 – Personal Liability

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

- Accidental Bodily Injury (which shall include death illness and disease) to any person; and/or
- accidental loss of or damage to material property occurring during and arising out of the **Journey**, Chubb will pay the **Insured Person** for all such damages payable in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause up to the amount of **GBP1**,000,000.

Chubb will also pay in connection with such liability:

- 1. all costs and expenses recoverable by a claimant from the Insured Person;
- 2. all costs and expenses incurred with the written consent of Chubb;
- 3. Solicitors fees for representation at any coroner's inquest or fatal accident inquiry or in any court of summary jurisdiction;

except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America and Canada or any other territory within the jurisdiction of either such country, costs and expenses described in 1, 2 and 3 above are deemed to be included in the amount of GBP1,000,000 above.

## Specific Definition applicable to the Personal Liability Section

Any One Claim shall mean all claims or legal proceedings including any appeal against judgement consequent upon the same original cause, event or circumstance.

## Specific Exclusions applicable to this Section

This Section does not apply to liability in respect of:

- Bodily Injury to any person who is
  - (a) under a contract of service or apprenticeship with the Insured Person when such injury arises out of and in the course of their employment by the Insured Person.
  - (b) a member of the Insured Person's family.
- loss of or damage to property belonging to or held in trust by or in the custody or control of the Insured Person other than temporary accommodation occupied by an Insured Person in the course of a Journey.
- Bodily Injury loss or damage caused directly or indirectly in connection with the ownership, possession or use by the Insured Person, their servants or agents of:
  - (a) mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads); or
  - (b) any aerospatial device or any airborne or waterborne craft or vessel (other than non-mechanically powered waterborne craft not exceeding 10 metres in length whilst used on inland waters) or the loading or unloading of such craft or vessel;
  - (c) firearms (other than sporting guns).
- 4. **Bodily Injury** loss or damage arising directly or indirectly in connection with:
  - (a) the ownership, possession or occupation of land or buildings, immobile property or caravans other than buildings and their contents not belonging to but temporarily occupied by any **Insured Person** in the course of a **Journey**; or
  - (b) any wilful or malicious act; or
  - (c) the carrying on of, or engaging in, any:
    - (i) trade, business or profession; or
    - (ii) activities or volunteer work organised by, or under the auspices
      of, any charitable, voluntary, not for profit, social or similar
      organisation when liability for such activities or work should
      reasonably be included within the organisation's own Public
      Liability policy;
- any liability assumed by the Insured Person under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.

- any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (a) ionising radiation or contamination 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 nuclear assembly or nuclear components thereof.
- any liability directly or indirectly occasioned by the happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 8. the cost of punitive or exemplary damages.

## Specific Conditions applicable to this Section

- 1. no admission, offer, promise or indemnity shall be made without the consent of Chubb which shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any Claim or to prosecute in the Insured Person's name for its own benefit any Claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim and the Insured Person shall give all information and assistance as Chubb may require. Every letter, Claim, writ, summons, process or other correspondence received in connection with any Claim shall be forwarded to Chubb immediately on receipt. Written notice shall be given to Chubb immediately the Insured Person shall have notice of any prosecution inquest or fatal accident inquiry in connection with any circumstances which may give rise to liability under this Section.
- 2. Chubb may at any time pay to the Insured Person in connection with any Claim or series of Claims the limit of liability under this section of GBP1,000,000 (after deduction of any sum(s) already paid) or any lesser amount for which such Claim(s) can be settled and upon such payment being made Chubb shall relinquish the conduct and control of and be under no further liability in connection with such Claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
- the Insured Person shall as though they were the Insured observe, fulfil and be subject to the terms, exclusions and conditions applicable to this Section.
- 4. if at the time of the happening of any occurrence covered by this Section there is any other existing insurance whether taken out by the Insured Person or not covering the same liability Chubb shall not be liable to pay the Insured Person in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Section not been effected.

## Section 8 – Overseas Legal Expenses

If during a **Journey** an **Insured Person** sustains **Bodily Injury** or illness which is caused by a third party Chubb will pay up to a benefit amount of **GBP25**,000 to cover **Legal Expenses** incurred by the **Insured Person** arising out of **Any One Claim**.

## Specific Definitions applicable to this Section:

- 1. Legal Expenses shall mean:
  - (a) fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the Legal Representatives in pursuing a Claim or legal proceedings for damages and/or compensation against a third party who has caused Accidental Bodily Injury to or illness of an Insured Person or in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator.
  - (b) costs for which an Insured Person is legally liable following an award of costs by any court or tribunal or an out of court settlement made in connection with any Claim or legal proceedings.
- Legal Representatives shall mean the solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person firm or company appointed to act on behalf of the Insured Person.
- Any One Claim shall mean all claims or legal proceedings including any appeal against judgement consequent upon the same original cause, event or circumstance.

#### Specific Exclusions applicable to this Section

In respect of each Claim under this insurance Chubb will not pay for:

- Any One Claim reported to Chubb more than 24 months after the beginning of the incident which led to the claim.
- Any One Claim where it is Chubb's opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the Claim.
- Legal Expenses incurred before receiving Chubb's prior authorisation in writing unless such costs would have been incurred subsequent to Chubb's authorisation.
- 4. Legal Expenses incurred in connection with any criminal or wilful act.
- Legal Expenses incurred in the defence against any civil Claim or legal proceedings made or brought against the Insured Person unless as a counter Claim.
- fines, penalties compensation or damages imposed by a court or other authority.
- Legal Expenses incurred for Any One Claim or legal proceedings brought against:
  - (a) a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the Claim or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure.
  - (b) Chubb or their agents.
  - (c) the Insured Person's employer.
- 8. actions between **Insured Persons** or pursued in order to obtain satisfaction of a judgement or legally binding decision.
- Legal Expenses incurred in pursuing any Claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine.
- Legal Expenses chargeable by the Legal Representatives under contingency fee arrangements.
- 11. Legal Expenses incurred where an Insured Person has:
  - (a) failed to co-operate fully with and ensured that Chubb is fully informed at all times in connection with Any One Claim or legal proceedings for damages and or compensation from a third party.
  - (b) settled or withdrawn a Claim in connection with Any One Claim or legal proceedings for damages and or compensation from a third party without the agreement of Chubb. In such circumstances Chubb shall be entitled to withdraw cover immediately and to recover any fees or expenses paid.
- 12. Legal Expenses incurred after an Insured Person has not
  - (a) accepted an offer from a third party to settle a Claim or legal proceedings where the offer is considered reasonable by Chubb.
  - (b) accepted an offer from Chubb to settle a Claim.

## Special Conditions applicable to this Section

- Legal Representatives must be qualified to practise in the Courts of the country where the event giving rise to the Claim occurred or where the proposed defendant under this Section is resident.
- 2. The Insured Person has the right to select and appoint a Legal Representative of their choice to represent them in any legal inquiry or legal proceedings (provided any appointment of a Legal Representative is not on a contingency fee basis, where the Legal Representative charges a proportion of the amount recovered as a fee). The Insured Person shall provide Chubb with details of the selected Legal Representative's name and address. Chubb may provide information about Legal Representatives in the Insured Person's local area if asked to do so.
- 3. The Legal Representatives and the Insured Person must co-operate fully with and ensure that Chubb is fully informed at all times in connection with any Claim or legal proceedings for damages and or compensation from a third party. Chubb is entitled to obtain from the Legal Representative any information, document or advice relating to a Claim or legal proceedings under this Insurance. On request the Insured Person will give to the Legal Representative any instructions necessary to ensure such access.

- Chubb's authorisation to incur Legal Expenses will be given if an Insured Person can satisfy Chubb that:
  - (a) there are reasonable grounds for pursuing or defending the Claim or legal proceedings and the Legal Expenses will be proportionate to the value of the Claim or legal proceedings and
  - (b) it is reasonable for Legal Expenses to be provided in a particular case. The decision to grant authorisation will take into account the opinion of the Legal Representatives as well as that of Chubb's own advisers. If there is a dispute, Chubb may request, at the Insured Person's expense, an opinion of a barrister as to the merits of the Claim or legal proceedings. If the Claim is admitted, an Insured Person's costs in obtaining this opinion will be covered by this Insurance.
- 5. If there is any dispute, other than in respect of the admissibility of a Claim on which Chubb's decision is final, the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of Chubb, the Insured Person's costs shall not be recoverable under the Insurance.
- Chubb may assume control at any time of any Claim or legal proceedings in the name of the Insured Person for damages and or compensation from a third party.
- All Claims within this section must be submitted to Chubb within 12 months of the date of occurrence which led to the Claim.
- Any Legal Expenses incurred without the written agreement of Chubb shall entitle Chubb to withdraw cover immediately and to recover any fees or expenses paid to the Insured Person.
- Chubb may offer to settle a counter-claim against the Insured Person which it considers to be reasonable instead of continuing any Claim or legal proceedings for damages and/or compensation by a third party.
- 10. The Insured Person shall be responsible for the repayment to Chubb of sums paid by Chubb in respect of Legal Expenses where:
  - (a) an award of costs is made in favour of the Insured Person in the Claim or legal proceedings
  - (b) costs are agreed to be paid to the Insured Person as part of any settlement of the Claim or legal proceedings.
- 11. If a conflict of interest arises, where Chubb are also the insurers of the third party or proposed defendant to the Claim or legal proceedings, the Insured Person has the right to select and appoint other Legal Representatives in accordance with the terms of this Insurance.
- 12. If the Legal Representatives refuse to continue acting for an Insured Person with good reason or if an Insured Person dismisses the Legal Representatives without good reason the cover Chubb provides will end at once, unless Chubb agrees to appoint other Legal Representatives.

## Section 9 - Hi-Jack

If during a **Journey** an **Insured Person** is the subject of a **Hi-Jack** Chubb will pay the **Insured Person GBP**25 for each period of 24 hours that the **Insured Person** is restrained, subject to a maximum benefit of **GBP**700.

## Specific Definition applicable to this Section

 $\label{eq:Hi-Jack} \textbf{Hi-Jack} \ shall \ mean \ the \ unlawful \ seizure \ or \ wrongful \ exercise \ of \ control \ of \ an \ aircraft \ or \ other \ conveyance \ in \ which \ the \ \textbf{Insured Person} \ is \ travelling.$ 

## Section 10 - Travel Delay

If during a **Journey** the departure of the aircraft, sea vessel or publicly licensed conveyance in which an **Insured Person** had arranged to travel, including pre-booked connecting publicly licensed transportation, is delayed for at least 4 hours from the time specified in the itinerary supplied to the **Insured Person Due To** strike, industrial action, adverse weather conditions or mechanical breakdown or structural defect of the conveyance, Chubb will pay the **Insured Person GBP**25 for each full hour's delay up to a maximum of **GBP**300 per event.

#### Specific Exclusions applicable to this Section

Chubb shall not be liable to pay:

- 1. for the first four hours delay.
- if the Insured Person does not check-in for departure before the scheduled departure time and in accordance with their travel itinerary.
- if the Insured Person does not provide Chubb with original written details from the airline, shipping company, coach or train operators of the length and reason for the delay.
- if an aircraft, sea vessel, coach or train is taken out of service on the instructions of a civil Aviation Authority, Port Authority or similar authority.
- Due To strike or industrial action if there was a reasonable expectation of this when the Insured Person booked the trip.

## Specific Condition applicable to this Section

The period of the delay shall be calculated from the departure time of the aircraft, sea vessel or train as specified in the **Insured Person's** travel itinerary.

## Section 11 - Chubb Assistance

**Chubb Assistance** is operated from a single dedicated telephone helpline in the UK, which is staffed by multi-lingual coordinators and is open 24 hours every day of the year.

The dedicated Chubb Assistance telephone number is

+4420 7173 7986 (for calls made from outside the **United Kingdom**); or 020 7173 7986 (for calls made from within the **United Kingdom**).

#### PRE-TRAVEL ADVICE

**Chubb Assistance** will advise the **Insured Person** over the telephone on the following issues prior to departure for a trip abroad

- current requirements for visa and entry permits for any country in the world
- current requirements for inoculations and vaccinations for any country in the world and advice on current World Health Organisation warnings – Chubb can also arrange the relevant inoculations and vaccinations before the commencement of a trip abroad
- climate
- local languages
- · time differences
- main banking opening hours, including whether or not a bank holiday falls within the duration of the intended trip
- motoring restrictions, regulations, Green Cards and other insurance issues.
   Chubb will not provide for any costs or expenses of any kind.

#### TRAVEL ASSISTANCE DURING A JOURNEY

In the event of an emergency during a **Journey** outside the **United Kingdom** (or the **Insured Person's** normal country of residence if different) **Chubb Assistance** will provide the following services – but will require reimbursement of any outlay made for such services

**Transfer of emergency funds** – Chubb will transfer emergency funds, up to a maximum of **GBP**250 to the **Insured Person**. This service applies when access to normal financial/banking arrangements is not available locally and covers immediate emergency needs.

The Insured Person must authorise us to debit the Insured Person's corporate, credit or charge card with the amount of the transfer, or the Insured Person must make alternative arrangements to deposit the funds in our account in the UK.

Message relay – Chubb will transmit urgent messages to relatives or business associates if medical or travel problems disrupt the Insured Person's schedule.

**Drug replacement** – Chubb will assist in replacing lost drugs or other essential medication and lost or broken prescription spectacles or contacts lenses, which are unobtainable overseas.

**Tracing lost luggage** – If luggage is lost or misdirected in transit, and the Carrier has failed to resolve the problem, Chubb will help with tracing and re-delivering the luggage. The **Insured Person** will need to have the baggage tag number available.

**Replacement documents** – Chubb will help replace lost or stolen tickets and documents, including passports and refer the **Insured Person** to suitable travel offices.

**Lost credit cards** – If the **Insured Person's** credit or charge cards are lost or stolen whilst overseas Chubb will advise on how to cancel and obtain replacement cards.

Homecall referral – If the Insured Person's home suffers damage whilst the Insured Person is abroad, Chubb can arrange for an approved tradesman to effect repairs to the domestic plumbing or drainage system, the domestic gas or electricity supply, the roofing, external locks, doors or windows or the fixed heating system.

The Insured Person will be responsible for the payment of all charges associated with effecting the repair, including any call-out fee, and the Insured Person should make arrangements to pay the repairer at the time the work is carried out.

**Emergency translation facility** – If, because the local provider of an assistance service does not speak English, Chubb can arrange for a translation service.

**Legal advice** – If the **Insured Person** requires legal advice when abroad, Chubb can arrange referral to a local English-speaking Lawyer, Embassy or Consulate.

Chubb can arrange payment of reasonable emergency legal expenses or bail against the **Insured Person's** guarantee of repayment.

Chubb Assistance will not provide for any costs or expenses of any kind.

**Chubb Assistance** will make every effort to ensure advice or assistance is provided promptly and in good faith. **Due To** the operation of unforeseen local conditions which are beyond Chubb's control, however, Chubb cannot accept liability for loss or damage of any kind which may arise or result from the use, or intended use, of the Travel Assistance Service.

The Insured Person will remain responsible for paying all fees and charges resulting from the provision by Chubb Assistance of any advice or assistance.

## **General Conditions**

General Conditions to which this Policy is subject.

- This Policy shall be read as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.
- (a) The Employing Company may cancel this Policy at any time by contacting Chubb's Customer Services team on 0345 841 0056 and cover for all Corporate Card Holders/Lodge Account Users shall cease from the day Chubb receives such notice. The Employing Company is responsible for informing all Corporate Card Holders/ Lodge Account Users of such cancellation.
  - (b) If Chubb no longer wishes to offer this Policy and needs to cancel this Policy, Chubb will write to the Employing Company at the current address Chubb has. The policy could be cancelled Due To fraud, material facts and disclosures or lack of reinsurance. Chubb will then cancel the Policy 30 days after the date of Chubb's letter. If Chubb cancels the Policy, Chubb will refund the premium paid by NatWest to NatWest provided neither the Employing Company or any Insured Person has made a Claim under the Policy.
- No sum payable under this Policy shall carry interest unless payment has been unreasonably delayed by Chubb following receipt of all the required certificates, information and evidence necessary to support the Claim. Where interest becomes payable by Chubb, it will be calculated only from the date of final receipt of such certificates, information or evidence.
- Where an Insured Person or their personal representatives do not comply with any obligation to act in a certain way specified in this Policy Chubb reserves the right not to pay a Claim.
- 5. It is hereby agreed between Chubb and the Insured Person that:
  - (a) this Policy shall be governed and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute.
  - (b) Communication of and in connection with this policy shall be in the English language.

- 6. It is the Employing Company's responsibility to provide complete and accurate information to The Card/Account Issuer and Chubb when applying for the Corporate Card/Lodge Account and throughout the life of this Policy. It is important that the Employing Company or Insured Person, as appropriate, ensures all statements made in the application, over the telephone, on claim forms and other documents are true, complete and accurate. Please note that if the Employing Company or Insured Person provides incomplete, false or misleading information it could affect the validity of this policy and may mean that all or part of a Claim may not be paid.
- 7. The Employing Company, the Insured Person and Chubb agree that it is not intended for any third party to this contract to have the right to enforce the terms of this contract. The Employing Company, the Insured Person and Chubb can rescind or vary the terms of this contract without the consent of any third party to this contract, who might seek to assert that they have rights under Contracts (Right of Third parties) Act 1999.
- 8. If the **Employing Company** or **Insured Person** makes a representation which was untrue or misleading and:
  - (a) they knew it was, or did not care whether or not it was, untrue or misleading and knew that the information was, or did not care whether it was, relevant to Chubb then Chubb may have the option to void the Policy; or
  - (b) they made it carelessly then Chubb may be able to avoid the Policy and return the Premium to NatWest or increase the Premium depending upon the impact the information would have had on Chubb's decision to issue the Policy.
- The benefits under this Policy may not be assigned by the Insured Person.
   Chubb shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.
- Chubb is required to notify the Insured Person that other taxes or costs may exist which are not imposed by Chubb.
- Chubb reserves the right to make changes, add to the Policy terms and/or change the total amount payable for this insurance for legal, regulatory or taxation reasons.

#### Claim Provisions

 On the happening of any occurrence likely to give rise to a Claim under this Policy notice shall be given to the Chubb Claims Service Team:

Postal Address: Chubb (Claims Dept.), PO Box 682,

Winchester SO23 5AG

Telephone: 0345 841 0059 (Within UK only)

International: +44 (0)141 285 2999
Facsimile: +44 (0)141 285 2901
E-mail: uk.claims@chubb.com
To report claims online: www.chubbclaims.co.uk

within 60 days or as soon as possible after the date of the occurrence.

- The Insured Person shall at their own expense furnish to Chubb such certificates, information and evidence as Chubb may from time to time reasonably require in the form prescribed by Chubb. Chubb shall be allowed at its own expense, upon reasonable notice to request a medical examination of an Insured Person as appropriate.
- If any Claim under this Policy shall be in any respect fraudulent or if any
  fraudulent means or devices shall be used by an Insured Person or any
  Insured Person's Legal Representatives to obtain benefit under this
  Policy Chubb shall be under no liability in respect of such Claim.
- Claims involving foreign currency will be converted into sterling at the selling rate of exchange published in the Financial Times on the day nearest to the date of the loss.

#### **Complaints Procedures**

In the event of a complaint relating to the sale of your policy please contact the following:

(a) Complaints Officer

NatWest.

Commercial Cards Division,

Cards Customer Services.

PO Box 5747.

Southend-on-Sea SS1 9AJ. Telephone: 0370 010 1152

In the event you have a complaint in relation to how your Claim was handled please contact the following:

(b) The Customer Relations Department,

Chubb

PO Box 682,

Winchester SO23 5AG.

Telephone: 0800 519 8026 (Within UK only)

customerrelations@chubb.com E-mail:

The Insured or Insured Person has the right to refer their complaint to the (c) Financial Ombudsman Service (FOS) if they are dissatisfied with Chubb or

NatWest's final response. Their contact details are: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR

+44 (0) 800 023 4567 (calls are free from a UK landline or Telephone:

mobile)

+44 (0) 300 123 9 123 (calls to this number cost no more

than calls to 01 and 02 numbers)

complaint.info@financial-ombudsman.org.uk E-mail:

Website: financial-ombudsman.org.uk

The existence of these complaint procedures does not reduce an Insured or Insured Person's Statutory Rights relating to this Policy. For further information about Statutory Rights the Insured or Insured Person should contact citizens advice.

## Financial Services Compensation Scheme

In the unlikely event that Chubb is unable to meet its liabilities the Insured Person may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Their contact details are:

Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL 17 1DY.

Telephone: 0800 678 1100 or 020 7741 4100.

Website:

www.fscs.org.uk

On-Line Form: https://claims.fscs.org.uk/

#### **Data Protection**

Chubb uses personal information which the Employing Company supplies to Chubb or, where applicable, to the Employing Company's insurance broker in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as the Insured Person's name, address, and policy number, but may also include more detailed information about the Insured Person (for example, their age, health, details of assets, claims history) where this is relevant to the risk Chubb is insuring, services Chubb is providing or to a claim the Employing Company or the Insured Person is reporting.

Chubb is part of a global group, and the Insured Person's personal information may be shared with its group companies in other countries as required to provide coverage under this policy or to store the Insured Person's information. Chubb also uses a number of trusted service providers, who will also have access to the Insured Person's personal information subject to Chubb's instructions and control.

The Insured Person has a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure. This section represents a condensed explanation of how we use personal information. For more information, Chubb strongly recommends the Employing Company and the Insured Person read its user-friendly Master Privacy Policy, available here: https://www2.chubb.com/uk-en/footer/privacy-policy.aspx. The Employing Company and the Insured Person can ask us for a paper copy of the Privacy Policy at any time, by contacting Chubb at mailto: dataprotectionoffice.europe@chubb.com.

## Travel Accident Insurance (NatWest onecard Standard only)

This policy/cover is only provided to Corporate Card Holders/Lodge Account users that chose not to 'opt out' of the free insurance. If you chose to opt out of the free insurance when you applied for the Corporate Card/Lodge Account, then this cover will not apply to you.

## Statement of Demands and Needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. This product meets the demands and needs of those who wish to receive Travel Insurance coverage as described in the certificate of insurance.

#### Statement of Price

NatWest **one**card Standard Travel Accident Insurance is provided with your **one**card Standard at no extra cost.

#### Pre-requirement for cover to apply

The **Employing Company** must have its registered or business address in the **United Kingdom**, Ireland, Channel Islands, Isle of Man or Gibraltar at the commencement date and throughout the duration of the policy.

The **Insured Person** must be resident in the **United Kingdom**, Ireland, Channel Islands, Isle of Man, Gibraltar or the **European Union** at the commencement date and throughout the duration of the policy.

## **Your Policy Summary**



This policy summary does not contain the full terms and conditions of your Travel Accident Policy, which can be found in your Policy Document. Please take time to make sure you understand the cover it provides. Cover is underwritten by Chubb European Group SE (Chubb). This Travel Accident Policy is provided free of charge for you for business Journeys, and up to three business colleagues or business associates who are travelling with you, when the fares and travel costs relating to the business Journey are charged to your NatWest one card account provided that the Employing Company did not opt-out of cover during the application process.

#### **Duration**

Cover remains in force as long as the **Corporate Card/Lodge Account** is maintained, you remain an employee of your company and Chubb remains the Insurer. As this insurance may continue for more than a year you should review it periodically to ensure that cover remains adequate.

#### Cancellation

If, for any reason, you wish to cancel your cover you may contact Chubb on 0345 841 0056 receives such notice. If Chubb no longer wishes to offer this Policy and needs to cancel this Policy, Chubb will write to the Employing Company at the current address Chubb has giving 30 days notice. If Chubb cancels the Policy, Chubb will refund the premium paid by NatWest to NatWest provided no claims have been made.

## **Significant Features and Benefits**

See page 25 of the policy document for full details of cover.

Benefits for Bodily Injury as a result of an Accident while you are on a Journey

	Basic Benefit	Enhanced Benefit•
Death	<b>GBP</b> 25,000	<b>GBP</b> 100,000
Loss of Limb	<b>GBP</b> 25,000	<b>GBP</b> 100,000
Loss of Sight	<b>GBP</b> 25,000	<b>GBP</b> 100,000
Permanent Total Disablement	<b>GBP</b> 25,000	GBP100,000

<sup>\*</sup>The Enhanced Benefit is payable if you are travelling on public transport or in a hired car at the time of the Accident.

## **Significant Exclusions or Limitations**

See pages 27 to 28 of the Policy document for full details of cover.

Chubb will not be liable for:

- injury, loss or expense due to alcohol, solvents or drugs, suicide, attempted suicide or self-inflicted injury or illegal act
- claims resulting from sickness or disease not as a result of Bodily Injury
- · claims resulting from engaging in:
  - aerial pursuits or aviation as a pilot or crew member, aerial pursuits include micro-lighting, hang-gliding, para-gliding, parachuting, sky-diving and bungee-jumping but not parascending
  - racing motor rallies and competitions, professional sports, mountaineering or rock climbing requiring the use of ropes or guides or winter sports
- claims where the Insured Person is a full time member of the armed forces, national or international authority or a member of any Reserve Forces called out for Permanent Service
- · claims resulting from war or any act of war whether declared or not
- This Policy does not cover claims which would result in Chubb being in breach of any resolutions or trade or economic sanctions or other laws.

#### **How to Claim**

If a claim needs to be made, Chubb Claims Service Team need to be notified within 60 days of the Accident, or as soon as possible after that. We will then ask for a claim form to be filled in to register the claim. Our contact details are:

Postal Address: Chubb (Claims Dept.), PO Box 682,

Winchester SO23 5AG
Telephone: 0345 841 0059 (Within UK only)

 International:
 +44 (0)141 285 2999

 Facsimile:
 +44 (0)141 285 2901

 E-mail:
 uk.claims@chubb.com

To report claims online: www.chubbclaims.co.uk

## **Complaints**

In the event of a complaint relating to the sale of your policy please contact the following:

(a) Complaints Officer, NatWest, Commercial Cards Division, Cards Customer Services,

PO Box 5747,

Southend-on-Sea SS1 9AJ. Telephone: **0370 010 1152** 

In the event you have a complaint in relation to how your claim was handled please contact the following:

(b) The Customer Relations Department, Chubb,

PO Box 682.

Winchester SO23 5AG. Telephone: 0800 519 8026

E-mail: customerrelations@chubb.com

(c) The Insured or Insured Person has the right to refer their complaint to the Financial Ombudsman Service (FOS) if they are dissatisfied with Chubb or NatWest's final response. Their contact details are:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR

Telephone: +44 (0) 800 023 4567 (calls are free from a UK landline or mobile) +44 (0) 300 123 9 123 (calls to this number cost no more

than calls to 01 and 02 numbers)

E-mail: complaint.info@financial-ombudsman.org.uk

Website: financial-ombudsman.org.uk

The existence of these complaint procedures does not reduce an Insured or Insured Person's Statutory Rights relating to this Policy. For further information about Statutory Rights the Insured or Insured Person should contact citizens advice.

#### **Financial Services Compensation Scheme**

Chubb is a member of the Financial Services Compensation Scheme (FSCS), which is an independent body that has been set up as a final safety net for customers. In the unlikely event that Chubb is no longer able meet its liabilities you may be entitled to compensation under the scheme. Their contact details are Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL 17 1DY.

Telephone: **0800 678 1100** or **020 7741 4100**.

Website: www.fscs.org.uk

On-Line Form: https://claims.fscs.org.uk/

# Travel Accident Insurance (standard one card only)

This policy/cover is only provided to Corporate Card Holders/Lodge Account users that chose not to 'opt out' of the free insurance. If you chose to opt out of the free insurance when you applied for the Corporate Card/Lodge Account, then this cover will not apply to you.

## Your Policy

#### **Insurance Agreement**

The **Insured Person** and Chubb\* agree that Chubb will, subject to the terms, Conditions, Provisions and Exclusions of this Policy, provide the Insurance in the manner and to the extent provided in this Policy. This Policy document contains the full terms and conditions of the policy.

\*Chubb shall mean Chubb European Group SE, which is registered in France No. 450 327 374. UK Business Address: 100 Leadenhall Street, London EC3A 3BP. Supervised by the French Prudential Supervision and Resolution Authority (4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09) and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. You can find details about the firm by searching 'Chubb European Group SE' online at https://register.fca.org.uk/

Additional information can be found at: www.chubb.com/uk

#### **Travel Accident Insurance**

Provided that the Employing Company did not opt-out of cover during the application process the cover provided by this Policy begins as soon as the Employing Company's application for the Corporate Card/Lodge Account has been accepted by The Card/Account Issuer. Cover continues automatically as long as:

- the Employing Company maintains the Corporate Card/Lodge Account;
- the Corporate Card Holder/Lodge Account User remains an employee of the Company; and
- (iii) the insurance continues to be placed with Chubb.

Any dates used in this policy refer to Local Standard Time at the address of the **Insured Person**.

As this insurance may continue for more than a year the **Corporate Card Holder/Lodge Account User** should review it periodically to ensure that cover remains adequate.

If during a business **Journey** and whilst the Policy is in force an **Accident** occurs and causes **Bodily Injury** to an **Insured Person** Chubb will pay i) the Basic Benefit or ii) if the **Accident** occurs whilst the **Insured Person** is using **Public Transport** – the Enhanced Benefit – shown in the Schedule of Benefits for:

Death - Loss of Limb - Loss of Sight - Permanent Total Disablement

The total Benefit Amount payable shall not exceed the maximum amount shown in the Schedule of Benefits for each **Insured Person** in respect of any one **Accident**.

Any contributory degenerative condition or disability (as determined by a **Qualified Medical Practitioner**) in existence at the time of sustaining **Bodily Injury** will be taken into account by Chubb in assessing the level of benefit payable.

	Basic Benefit	Enhanced Benefit•
Death	<b>GBP</b> 25,000	<b>GBP</b> 100,000
Loss of Limb	<b>GBP</b> 25,000	<b>GBP</b> 100,000
Loss of Sight	<b>GBP</b> 25,000	<b>GBP</b> 100,000
Permanent Total Disablement	<b>GBP</b> 25,000	GBP100,000

#### Pre-requirement for cover to apply

The **Employing Company** must have its registered or business address in the **United Kingdom**, Ireland, Channel Islands, Isle of Man or Gibraltar at the commencement date and throughout the duration of the policy.

The **Insured Person** must be resident in the **United Kingdom**, Ireland, Channel Islands, Isle of Man, Gibraltar or the **European Union** at the commencement date and throughout the duration of the policy.

#### **General Definitions**

- Accident shall mean a sudden violent, external, unforeseen and identifiable event and the word Accidental shall be construed accordingly.
- Aerial Pursuits shall include but not be limited to micro-lighting, hanggliding, para-gliding and parachuting, sky-diving and bungee-jumping, but shall not include parascending.
- Bodily Injury shall mean injury which is caused solely by Accidental
  means and which independently of illness or any other cause within
  twenty-four calendar months from the date of the Accident results
  directly in the Insured Person's death, Loss of limb, Loss of Sight or
  Permanent Total Disablement.
- Corporate Card/Lodge Account shall mean the card produced and the
  account issued by the Card/Account Issuer in connection with the
  onecard Gold account and provided to the Corporate Card Holder/
  Lodge Account User by the Employing Company.
- 5. Card/Account Issuer shall mean National Westminster Bank Plc.
- Corporate Card Holder/Lodge Account User shall mean an Insured Person being an employee of the Employing Company who has been provided with the Corporate Card or has the authority to book travel using the Lodge Account.
- 7. Claim shall mean a single loss or series of losses **Due To** one cause insured by this Policy.
- 8. **Due To** shall mean directly or indirectly caused by, arising from or in connection with.
- Employing Company shall mean the corporate customer of the Card/ Account Issuer whose application for a Corporate Card/Lodge Account has been accepted by the Card/Account Issuer and whose employees are Corporate Card Holders/Lodge Account Users.
- European Union shall mean Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain or Sweden.
- 11. GBP and £ shall mean United Kingdom pounds sterling.
- 12. Insured Persons shall mean
  - (i) any Corporate Card Holder/Lodge Account User.
  - up to three business colleagues or business associates of the Employing Company who are travelling with the Corporate Card Holder/Lodge Account User.
- 13. **Journey** shall mean any trip in connection with the business of the **Employing Company** undertaken by an **Insured Person** 
  - (a) outside the United Kingdom (or the Insured Person's normal country of residence if different), for which all travel costs have been charged to the Corporate Card/Lodge Account of the Insured Person described.
  - (b) within the United Kingdom (or the Insured Person's normal country of residence if different), for which at least one night's accommodation has been booked in advance and charged to the Corporate Card/Lodge Account of the Insured Person described in i. of the Definition of Insured Persons. Cover will commence from the time of departure from home or place of business whichever is last until return thereto whichever is first, subject to a maximum duration of 90 consecutive days for any one trip.

- Licensed Public Transport shall mean an air, land or water vehicle 14. operated under licence for the transportation of fare-paying passengers.
- 15. Loss of Limb shall mean in respect of:
  - (a) an arm physical severance or total loss of use at or above the wrist joint; and
  - a leg physical severance or total loss of use above the level of the ankle (talo-tibial joint).
- 16. Loss of Sight shall be deemed to have occurred:
  - (a) in both eyes when the Insured Person's name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist.
  - (b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and Chubb is satisfied that the condition is permanent and without expectation of recovery.
- Permanent Total Disablement shall mean disablement which has lasted 17. for at least twelve months and which in the opinion of Chubb is beyond hope of recovery and shall in all probability continue for the remainder of the Insured Person's life and will prevent the Insured Person from engaging in or giving attention to business profession or occupation for which they are fitted by way of training, education, or experience for the remainder of their life.
- Public Transport shall mean whilst an Insured Person is mounting into, 18. dismounting from or travelling in:
  - (a) any Licensed Public Transport
  - (b) any car hired for a period not exceeding 30 days during the course of a Journey (including walking between different forms of transport where a connection is being made) for which all of the fare or the cost of the car hire has been charged to the Corporate Card/ Lodge Account.
- 19. Qualified Medical Practitioner shall mean a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice who is neither:
  - (a) An Insured Person: or
  - (b) A relative of an **Insured Person** unless approved by Chubb.
- 20. United Kingdom shall mean England, Scotland, Wales and Northern Ireland.
- 21. War shall mean armed conflict between nations, invasion, act of foreign enemy, hostlities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military, or usurped power.
- 22. Winter Sports Any winter pursuits or sports including, but not limited to, the following:
  - skiing (including skiing outside the area of the normal compacted snow ski slope i.e. 'off-piste');
  - tobogganing;
  - snow boarding;
  - ice skating (other than on an indoor rink);
  - ski or ski bob racing;
  - mono skiing;
  - ski jumping;
  - ski boarding;
  - ice hockey: or
  - the use of bobsleighs or skeletons.

## **General Exclusions**

The following General Exclusions are applicable to the Policy as a whole.

Chubb shall not be liable for payment of any benefit for **Bodily Injury**, loss or expense incurred which is caused by or results from the misuse of alcohol or solvents, or as a result of drugs ingested (except for drugs which are properly prescribed), or whilst driving with an alcohol level in the blood which exceeds the legal limit of the country in which the Insured Person is driving.

- Chubb shall not be liable:
  - (a) for sickness or disease not directly resulting from **Bodily Injury**.
  - (b) for disabilities arising from
    - Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause.
    - (ii) Post Traumatic Stress Disorder or any psychological or psychiatric condition.
- Chubb shall not be liable for payment of any benefit for **Bodily Injury**, loss or expense **Due To**:
  - (a) intentional self-injury, suicide or any attempt thereat by an Insured Person, or from deliberate exposure to needless peril (except in an attempt to save human life), or being in a state of insanity, or an Insured Person's own criminal illegal act.
  - (b) the Insured Person engaging in racing, motor rallies and competitions, professional sports, mountaineering or rock climbing requiring the use of ropes or guides or Winter Sports.
  - (c) the Insured Person engaging in any form of Aerial Pursuits or aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft.
  - (d) the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any Reserve Forces called out for Permanent Service.
  - (e) War or any act of War, whether declared or not.
- 4. Chubb will not pay any Claims which would result in Chubb being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America. You should contact Chubb's Customer Services Team on 0345 841 0056 for clarification of policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America.

Applicable to US Persons only: policy cover for a **Journey** involving travel to/from/through Cuba will only be effective if the US Person's travel has been authorised by a general or specific licence from OFAC (US Treasury's Office of Foreign Asset Control). For any **Claim** from a US Person relating to Cuba travel, Chubb will require verification from the US Person of such OFAC licence to be submitted with the **Claim**. US Persons shall be deemed to include any individual wherever located who is a citizen or ordinarily resident in the United States (including Green Card Holders) as well as any corporation, partnership, association, or other organisation, wherever organised or doing business, that is owned or controlled by such persons.

### **Disappearance**

If an **Insured Person** disappears and after a suitable period of time it is reasonable for the Police or registration authorities to believe that such **Insured Person** has died as a result of **Bodily Injury**, the death benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such death benefit shall be refunded to Chubb.

## **Exposure**

If an **Insured Person** suffers **Bodily Injury** as a result of unavoidable exposure to the elements Chubb will consider it as having been caused by an **Accident**.

## **General Conditions**

General Conditions to which this Policy is subject.

- This Policy shall be read as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.
- (a) The Employing Company may cancel this Policy at any time by contacting Chubb's Customer Services Team on 0345 841 0056 and cover for all Corporate Card Holders/Lodge Account Users shall cease from the day Chubb receives such notice. The Employing Company is responsible for informing all Corporate Card Holders/ Lodge Account Users of such cancellation.
  - (b) If Chubb no longer wishes to offer this Policy and needs to cancel this Policy, Chubb will write to the **Employing Company** at the current address Chubb has. The policy could be cancelled **Due To** fraud, material facts and disclosures or lack of reinsurance. Chubb will then cancel the Policy 30 days after the date of Chubb's letter. If Chubb

cancels the Policy, Chubb will refund the premium paid by NatWest to NatWest provided neither the **Employing Company** or any **Insured Person** has made a **Claim** under the Policy.

- No sum payable under this Policy shall carry interest unless payment has been unreasonably delayed by Chubb following receipt of all the required certificates, information and evidence necessary to support the Claim. Where interest becomes payable by Chubb, it will be calculated only from the date of final receipt of such certificates, information or evidence.
- Where an Insured Person or their personal representatives do not comply with any obligation to act in a certain way specified in this Policy Chubb reserves the right not to pay a Claim.
- 5. It is hereby agreed between Chubb and the Insured Person that this Policy shall be governed and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute. All communications will be in English unless otherwise stated.
- 6. It is the Employing Company's responsibility to provide complete and accurate information to The Card/Account Issuer and Chubb when applying for the Corporate Card/Lodge Account and throughout the life of this Policy. It is important that the Employing Company or Insured Person, as appropriate, ensures all statements made in the application, over the telephone, on claim forms and other documents are true, complete and accurate. Please note that if the Employing Company or Insured Person provides incomplete, false or misleading information it could affect the validity of this policy and may mean that all or part of a Claim may not be paid.
- 7. The Employing Company, the Insured Person and Chubb agree that it is not intended for any third party to this contract to have the right to enforce the terms of this contract. The Employing Company, the Insured Person and Chubb can rescind or vary the terms of this contract without the consent of any third party to this contract, who might seek to assert that they have rights under Contracts (Right of Third parties) Act 1999.
- 8. If the **Employing Company** or **Insured Person** makes a representation which was untrue or misleading and:
  - they knew it was, or did not care whether or not it was, untrue or misleading and knew that the information was, or did not care whether it was, relevant to Chubb then Chubb may have the option to void the Policy; or
  - (b) they made it carelessly then Chubb may be able to avoid the Policy and return the Premium to NatWest or increase the Premium depending upon the impact the information would have had on Chubb's decision to issue the Policy.
- The benefits under this Policy may not be assigned by the Insured Person.
  Chubb shall not be bound to accept or be affected by any notice or any
  trust, charge, lien, purported assignment or other dealing with or relating
  to this Policy.
- Chubb is required to notify the Insured Person that other taxes or costs may exist which are not imposed by Chubb.
- Chubb reserves the right to make changes, add to the Policy terms and/or change the total amount payable for this insurance for legal, regulatory or taxation reasons.

#### **Claim Provisions**

 On the happening of any occurrence likely to give rise to a Claim under this Policy notice shall be given to the Chubb (Claims Dept.):

Postal Address: PO Box 682, Winchester SO23 5AG
Telephone: 0345 841 0059 (Within UK only)

International: +44 (0)141 285 2999
Facsimile: +44 (0)141 285 2991
E-mail: uk.claims@chubb.com
To report claims online: www.chubbclaims.co.uk

within 60 days or as soon as possible after the date of the occurrence.

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

- If any Claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by an Insured Person or any Insured Person's legal representatives to obtain benefit under this Policy Chubb shall be under no liability in respect of such Claim.
- 4. The Insured Person shall as soon as possible after the occurrence of any Accidental Bodily Injury obtain and follow the advice of a Qualified Medical Practitioner and Chubb shall not be liable for any consequences of the Insured Person's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.
- Chubb will pay the Benefit Amount for Accidental death to the estate of the deceased Insured Person and the receipt given to Chubb by the Personal Representatives shall be a full discharge of liability by Chubb in respect of the Claim for such Benefit Amount.

## **Complaints Procedures**

In the event of a complaint relating to the sale of your policy please contact the following:

a) Complaints Officer

National Westminster Bank Plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ.

Telephone: **0370 010 1152** 

In the event you have a complaint in relation to how your  ${\bf Claim}$  was handled please contact the following:

b) The Customer Relations Department,

Chubb PO Box 682,

Winchester SO23 5AG.

Telephone: 0800 519 8026 (Within UK only) E-mail: customerrelations@chubb.com

c) The Insured or Insured Person has the right to refer their complaint to the Financial Ombudsman Service (FOS) if they are dissatisfied with Chubb or NatWest's final response. Their contact details are:

Financial Ombudsman Service, Exchange Tower,

Harbour Exchange Square, London E14 9SR

Telephone: +44 (0) 800 023 4567 (calls are free from a UK landline or

mobile)

+44 (0) 300 123 9 123 (calls to this number cost no more

than calls to 01 and 02 numbers)

E-mail: complaint.info@financial-ombudsman.org.uk

Website: financial-ombudsman.org.uk

The existence of these complaint procedures does not reduce an Insured or Insured Person's Statutory Rights relating to this Policy. For further information about Statutory Rights the Insured or Insured Person should contact citizens advice.

## Financial Services Compensation Scheme

In the unlikely event that Chubb is unable to meet its liabilities the **Insured Person** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).

Their contact details are:

Financial Services Compensation Scheme,

PO Box 300 Mitcheldean GL 17 1DY.

Telephone: 0800 678 1100 or 020 7741 4100.

Website: www.fscs.org.uk

On-Line Form: https://claims.fscs.org.uk/

#### **Data Protection**

Chubb uses personal information which the **Employing Company** supplies to Chubb or, where applicable, to the **Employing Company's** insurance broker in order to write and administer this Policy, including any claims arising from it. This information will include basic contact details such as the **Insured Person's** 

name, address, and policy number, but may also include more detailed information about the **Insured Person** (for example, their age, health, details

of assets, claims history) where this is relevant to the risk Chubb is insuring, services Chubb is providing or to a claim the **Employing Company** or the **Insured Person** is reporting.

Chubb is part of a global group, and the **Insured Person's** personal information may be shared with its group companies in other countries as required to provide coverage under this policy or to store the **Insured Person's** information. Chubb also uses a number of trusted service providers, who will also have access to the **Insured Person's** personal information subject to Chubb's instructions and control.

The Insured Person has a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure. This section represents a condensed explanation of how we use personal information. For more information, Chubb strongly recommends the Employing Company and the Insured Person read its user-friendly Master Privacy Policy, available here: https://www2.chubb.com/uk-en/footer/privacy-policy.aspx. The Employing Company and the Insured Person can ask us for a paper copy of the Privacy Policy at any time, by contacting Chubb at mailto: dataprotectionoffice.europe@chubb.com

# NatWest onecard (MasterCard) Corporate Liability Waiver Insurance

#### Statement of Demands and Needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. This product meets the demands and needs of those who wish to receive Corporate Liability Waiver coverage as described in the Policy.

#### **Statement of Price**

NatWest onecard Corporate Liability Waiver Insurance is provided with your onecard at no extra cost.

keyfacts

## **Your Policy Summary**

This document provides a summary only of the benefits and limitations of the NatWest one card Liability Waiver Insurance provided to companies that have established a Commercial Card account with NatWest. It has been prepared in accordance with format requirements prescribed by the Financial Conduct Authority. The full terms and conditions of cover are set out in the Policy document in this booklet, and may be viewed on request. You are encouraged to read the Policy document(s) prior to policy commencement in order to understand fully all conditions and exclusions which relate to this cover. In the event of a cardholding employee of your company misusing their NatWest one card, the insurance automatically protects National Westminster Bank Plc and you by way of liability waiver, against losses up to £1,500,000 per company and £50,000 per cardholder during the period of insurance. There is a smaller limit of £600 for misuse involving cash. The period of waiver is 75 days prior to the discovery date of the loss by your company and 14 days after this date. The cover is provided by certain underwriters at Lloyd's of London, and covers [National Westminster Bank Plc] and you by liability waiver. The policy contains a cancellation clause which can result in the termination of the cover to National Westminster Bank Plc in 90 days. Should a cancellation notice be issued to National Westminster Bank Plc, they are obliged to notify you immediately. The underwriters will not be liable for loss of interest or consequential loss of any kind, and cash advances which exceed £200 per day or a maximum of £600 in all prior to Termination Date. If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact NatWest, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ. Telephone: 0370 010 1152. If you are unable to resolve the situation and wish to make a complaint you can do so at any time by referring the matter to the Complaints Department (Lloyd's). Their address is Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN. Telephone: 020 7327 5693. Fax: 020 7327 5225. E-mail:complaints@lloyds.com. Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. You may be entitled to compensation from the Financial Services Compensation Scheme should the underwriters be unable to meet their liabilities under this policy.

# NatWest onecard (MasterCard) Corporate Liability Waiver Insurance

## **Your Policy Document**

## **Policy or Certificate**

No: RBS-BCLW.

The name of the Policy Holder: National Westminster Bank Plc. The risk, interest, location and sum insured hereunder.

## NatWest onecard (MasterCard) Liability Waiver Insurance

As more fully defined in the attached wording which shall be taken and read as forming part of this Policy.

#### **Sum Insured**

Up to £50,000 per cardholder and £1,500,000 per company per annum.

#### **Situation**

World-wide.

## **Governing Law and Jurisdiction**

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

#### **Period of Insurance**

The cover provided by this Policy begins as soon as the Employing Company's application for the **one**card account has been accepted by National Westminster Bank Plc. Cover continues automatically as long as: i) the employing company maintains the NatWest **one**card account; ii) the **one**card cardholder remains an employee of the Employing company; and iii) the insurance continues to be placed with Lloyd's of London.

#### **Definitions**

- 1. Cards covered hereunder shall mean NatWest onecard (MasterCard).
- 2. **Cardholder** shall mean any person authorised by the Company to use the **one**card cards for Company business only who are either:
  - (a) under a contract of/for service or apprenticeship with the Company;
     or
  - (b) undergoing training under any government approved training scheme under the control of the Company in connection with the business.

Subject always to the Cardholder having reached the age of eighteen. The term Cardholder shall include a director of the Company if such person:

- (i) is also employed by the Company under a contract of service; and
- (ii) controls no more than 5% of the issued share capital of the Company or of any subsidiary of the Company.
- 3. Waiver date shall mean the discovery date of the loss by the Company.
- 4. Underwriters shall mean certain Underwriters at Lloyd's London.
- 5. 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.
- 6. Termination Date shall mean the date on which:
  - (i) the Cardholder gives notice to the Company;
  - (ii) the date the Company gives notice to the Cardholder; or
  - (iii) the date the Authorised Card is withdrawn by the Company from the Cardholder whichever is the sooner.

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

## The Underwriters will indemnify

National Westminster 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 the NatWest **one**card MasterCard 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:
  - (i) the Underwriters total liability in respect of any one claim caused by any one Cardholder shall not exceed the Limit of Indemnity applicable to that Cardholder where one claim shall mean all acts of Theft within the Period of Insurance committed by one Cardholder or two or more Cardholders acting in collusion (meaning all circumstances where two or more Cardholders are concerned or implicated together or materially assist each other in committing the act of Theft);
  - (ii) in the event that One Claim is caused by two or more Cardholders acting in collusion the Underwriters total liability shall not exceed a x b where a = the number of Cardholders involved and b = the Limit of Indemnity applicable to each Cardholder;
  - (iii) the Underwriters total liability in any one Period of Insurance shall in any case not exceed the aggregate Limit of Indemnity per Company;
  - (iv) any underlying policy shall be maintained in force and this Policy shall apply only to the extent to which an indemnity for damages and claimants costs and expenses is not provided under such underlying policy by virtue of any limitation of cover or Limits of Indemnity;
  - (v) the Limit of Indemnity under this Policy shall be reduced by an amount equal to the Indemnity provided by any underlying policy;
  - (vi) the Underwriters may at any time pay the Limit of Indemnity (less any sums already paid) or any lesser amount for which the claims arising out of such an event can be settled the Underwriters will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Underwriters may be responsible in respect of matters prior to the date of such payment.

## For the purpose of this Policy

- Waivable Charges shall mean all amounts charged to the Company's NatWest onecard (MasterCard) 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;
  - (c) where the Company has received direct or indirect benefit but is contractually required to pay twice as a result of b) above;

It is understood and agreed that there can be no circumstances where Underwriters can pay a claim twice. Provided that such unauthorised charges:

 (i) are billed up to 75 days preceding the Waiver Date and notified by the Company to the Bank by means of a Waiver Request Letter on or within 14 days of the Waiver Date;

- (ii) are incurred but are not yet billed as of the Waiver Date or up to 14 days after the date on which the Bank received a request to cancel that Cardholders Card whichever occurs first;
- (iii) are discovered not later than 75 days after the termination of:
  - (a) this Policy; or
  - (b) the insurance in respect of the Company employing the Cardholder concerned with the loss whichever occurs first.
- 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**

- This Policy shall be voidable in the event of deliberate misrepresentation, misdescription or non-disclosure in any material particular.
- 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 Underwriter's liability.
- 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. The Bank and/or Underwriters 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:
  - such insurance has been continually in force from the time of the loss until inception of this Policy;
  - (ii) the loss would have been insured by this Policy had it been in force at the time of the loss;
  - (iii) the liability of the Company shall not exceed whichever is the lesser of:
    - (a) the amount recoverable under the insurance in force at the time of the loss; or
    - (b) the Limit of Indemnity applicable under this Policy.

In any event the Underwriter's total liability in respect of **Any One Claim** continuing through both the terms of the Superseded Insurance and the continuation of this Policy shall not exceed the Limit of Indemnity applicable under this Policy.

- 6. This Policy shall be avoided if:
  - (a) the Bank or Company be wound up or carried on by a liquidator or receiver or permanently discontinued; or
  - (b) the Bank or Company's interest ceases otherwise than by death.
- This Policy shall be avoided if the Bank or Company's interest ceases and nothing herein contained shall give any right against the Underwriters to any person other than the Bank or Company except to a transferee approved by the Underwriters.

#### **Claims Conditions**

 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.

- Upon knowledge of or discovery of loss or of any occurrence which may give rise to a claim for loss the Bank or Company whichever is appropriate shall:
  - (a) give notice thereof as soon as practicable to Underwriters;
  - (b) file detailed proof of loss with Underwriters within 30 days after the discovery of the loss.

Upon the Underwriters request the Bank or Company whichever is appropriate shall submit to examination by the Underwriters and produce for the Underwriters examination all pertinent records and all at such reasonable time and place as the Underwriters shall designate and shall cooperate with the Underwriters in all matters pertaining to loss or claims with respect thereto.

- 3. In the event of any payment under this Policy the Underwriters shall be subrogated to all the Bank's (or Company's) rights of recovery therefore against any person or organisation and the Bank (or Company) shall execute and deliver instruments to secure such rights. The Bank (or Company) shall do nothing after loss to prejudice such rights.
- 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.
- If any difference shall arise as to the amount to be paid under this Policy such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions in that behalf for the time being in force.
- 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.

- 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 NatWest onecard (MasterCard) from the Cardholder and destroy that 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.
- (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:
    - in the event that the Company's claim has exceeded the Limit of Indemnity
       firstly to the benefit of the Company to reduce or extinguish the amount of the Company's loss;
    - (ii) thereafter to the Underwriters benefit to the extent of the claim paid or payable;
    - (iii) and finally any surplus thereafter shall be returned to the Company.
- In the event of a claim or any circumstances giving rise to the possibility of a claim the Assured must Immediately notify:

JLT Specialty Limited, The St Botolph Building, 138 Houndsditch, London EC3A 7AW.

E-mail: 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.
- 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.
- 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 NatWest onecard (MasterCard) whichever is the earlier.
- 5. Cash advances, after Notification of Termination Date.
- Cash advances which exceed £200 per day or a maximum of £600 in all prior to Termination Date.

## **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:

- (a) 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
- (b) 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. NMA 2802

17/12/1997

#### RADIOACTIVE CONTAMINATION EXCLUSION

This Insurance does not cover:

- loss or destruction of, or damage to, any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (ii) 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;

- 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.

NMA2918

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#### Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

15 September 2010

#### INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

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10/11/03

#### FRAUDULENT CLAIM CLAUSE

If the (re)insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

LMA5062

04/06/2006

Form approved by Lloyd's Market Association.

#### 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:

- The Company has two (2) or more Cards in good standing on or after establishing a Card account with the Bank.
- 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 the Cardholder 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.
- 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.

National Westminster Bank Plc.
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London EC2M 4AA.
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and Regulated by the Financial Conduct Authority
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