

# **one**card Transforming Transactions

Application Form and Guidance Notes

# onecard Application and Agreement Form 1A

# **Customer Guidance**

This Guidance will help you to complete your application for the The Royal Bank of Scotland **one**card, if you need any help filling out the form or have a question, please ask your Relationship Manager. Alternatively, you may wish to call us on 0845 30 30 321\* (Mon – Friday 9am – 5pm). Textphone 1800 201 733.

This Guidance relates to the **one**card Application and Agreement Form 1A for:

- PLCs
- Limited Companies
- Limited Liability Partnerships
- Any other incorporated business
- Partnerships of four or more partners.

If your business is a Sole Trader, Small Partnership (of three partners or less), or any other unincorporated business, then please ask your Relationship Manager for the appropriate **one**card application form.

Your registered business address must be in the United Kingdom, Channel Islands, Isle of Man or Gibraltar or you should be registered for tax purposes in one of those jurisdictions.

The form is divided into 4 main sections

- 1 Business details
- 2 Your **one**card programme
- 3 Cardholder details
- 4 Your agreement

Please complete the form using BLOCK CAPITALS and in black ink. Mark request boxes with a cross where applicable.

Once completed please check and sign the form in section 4 and return it to your Relationship Manager, along with any other forms you have downloaded and completed as part of your application.

All the other forms referred to in this Guidance can be downloaded as PDFs from www.rbs.co.uk/ **one**cardforms, or you can request these from your Relationship Manager.

Please retain this Guidance for your reference.

\* Maximum call charge from a BT landline is 10.4p plus up to 7.6p per minute. Business rates and calls from other networks may vary. Calls may be recorded. (Call charges correct as at April 2012).

# 1. Business Details (p1)

## Section 1.1 – Programme Co-ordinator

Much of our day to day contact with you will be through your Programme Co-ordinator. This person will have responsibility for the operation of **one**card within your business, from changing cardholder limits to being sent statements when centrally billed.

You may nominate an additional Programme Co-ordinator if required.

Your Programme Co-ordinator will be your Smart Data OnLine (SDOL) Company Administrator. Your **one**card welcome pack will contain enrolment details for SDOL.

You can visit our website to view a demo of the service at www.rbs. co.uk/sdoldemo.

# 2. Your **one**card programme (p3)

# **Business credit limit**

Please indicate the overall credit limit required for your business, this should be an amount that will cover two months' anticipated total card spend for your business.

# Section 2.1 – Billing options

You may choose to settle the monthly statement in one amount directly from your business. This is known as **Central Billing (option A)**. Your statement will be sent to your Programme Co-ordinator. Or if you prefer, we can arrange for your cardholders to settle their own statements directly. This is known as **Individual Billing (option B)**. The statements will be sent to your cardholders.

Select either option A or B, but not both.

# Section 2.1 – Card type

### **Charge Card**

This is available with either central or individual billing.

Select this option if you intend to pay the **full amount** shown on your statement.

Then select your **payment due date**. Extended payment periods are subject to additional fees set out in the Terms.

If you select to settle by Direct Debit, the amount claimed will be the full amount shown on your statement.

# **Credit Card**

This is only available with central billing.

You must always repay the minimum amount due and shown on the statement. This will be 30% of the statement balance or  $\pm$ 100, whichever is greater.

You may of course pay more than the minimum amount.

If you elect to settle your statement by Direct Debit the amount claimed will be the minimum amount due.

**Charge and Credit** – please note that if you do not pay the full statement balance, you will be charged interest on the amount outstanding (see Terms for interest rates applicable).

# Section 2.2 – Payment method (central billing)

Direct Debit is the most convenient method of settling your account. If you require central billing and have a RBS business current account, simply complete and sign the Direct Debit instruction on page 10.

If you wish to settle your statement by another payment method (e.g. Online/telephone banking, CHAPS, Cheque, or Bank Giro Credit), please cross the box on the form to indicate this.

If you have selected individual billing, the payment method for each cardholder will be requested on the Cardholder Form or Cardholder Schedule. Cardholders wishing to pay their statement by Direct Debit will need to download and complete a Direct Debit mandate.

# Section 2.3 – Cards OnLine

This online statement and information service is provided free with your **one**card. It gives you and your cardholders secure, real time access to card statements, recent cardholder transactions, current balances and available credit. It is normally available to you 24 hours a day, 365 days per year. To enrol for this service simply place a cross in the box on the form.

If you have selected Cards OnLine (COL) then you will no longer be sent paper statements in the post, but will receive an e-mail when they are available online. If you wish to continue to receive paper statements please indicate on the application form.

You will receive an e-mail with your COL user name and temporary password. To complete the registration process, visit www.rbs.co.uk/ cardsonline and click on the COL logon link. You will then be taken to the COL logon page. In the section headed "Already Enrolled?" enter your user name and follow the on screen instructions.

# Section 2.4 – Optional Insurance Commercial Card Protection

Commercial Card Protection from CPP gives you 24-hour, worldwide assistance if your business cards are lost or stolen. Key benefits include:

- Cancel and reorder your lost or stolen cards with one phone call
- Protects up to 15 cards which can be both business or personal cards against loss, theft and fraud or misuse anywhere in the world
- Up to £20,000 to cover unauthorised transactions on lost and stolen cards which your card issuer holds you liable for (just call CPP within 24 hours of discovering your cards are missing. Call charges may apply).
- Emergency cash, hotel bill advance and replacement travel ticket advance (advances subject to status and repayable within 28 days)
- Passport and driving licence assistance

All for only £50 per year (includes Insurance Premium Tax).

To purchase Commercial Card Protection simply place a cross in the box on the form.

# 3. Cardholder Details (p5)

Please provide details of your cardholders in this section and the card options that will apply to them.

If you are requesting more than four cards, or have selected individual billing (in section 2.1), please download and complete the Cardholder Schedule. Please complete the details on screen for each cardholder and give a printed and signed copy of the schedule to your Relationship Manager with your application form.

**Merchant category blocking** – you may wish to control the type of spending that your cardholders can undertake. If you do, please download and complete a Diversion Billing and Individual Blocking Form 3 for each cardholder.

**Monthly cardholder credit limit** – this is the amount each cardholder can spend up to each month.

Card options:

**Card type** – choose between Standard or Gold. (See Terms for card fees applicable)

For details of the Gold card please visit www.rbs.co.uk/ **one**cardgold

**Cash withdrawal facility** – Select whether each cardholder can use their card to withdraw cash. (Please refer to terms for details of charges.)

**Single transaction limit** – Choose whether you require a single transaction limit for each cardholder. Where you do, please also provide us with the limit.

**Convenience cheques** – we can provide convenience cheques to your cardholders for those rare occasions when the merchant or service provider they are dealing with does not accept card payments. With convenience cheques, the payee name and transaction details are listed on your monthly statements. Select this option if you wish a cardholder to have a convenience cheque book. (Please refer to terms for details of charges.)



# PLEASE COMPLETE ALL SECTIONS IN BLOCK CAPITALS AND BLACK INK

# Who should complete this form?

- PLCs
- Limited Companies
- Limited Liability Partnerships
- Any other incorporated business
- Partnerships of four or more partners

If your business is a Sole Trader, Small Partnership (of three partners or less), or any other unincorporated business, then please ask your Relationship Manager for the appropriate **one**card application form.

Your registered business address must be in the United Kingdom, Channel Islands, Isle of Man or Gibraltar or you should be registered for tax purposes in one of those jurisdictions.

# Please refer to the onecard Application Guidance Notes as you complete this form.

# **O** Your information

# Who we are

You are giving your information to The Royal Bank of Scotland plc. The Royal Bank of Scotland plc are a member of The Royal Bank of Scotland Group. Commercial Card Protection is arranged by Card Protection Plan Limited and underwritten by ACE European Group. For details of how we and others will use your information and how to give your consent, please look for the padlock symbol in this form and in the Terms and Conditions, or contact 0870 0101 152. Textphone 1800 201 733.

RBS subscribes to the Lending Code which applies to 'micro-enterprises', 'small charities' and 'small trusts'. A micro-enterprise is a business that employs fewer than 10 people and whose annual turnover and/or balance sheet total does not exceed  $\in$ 2 million (or sterling equivalent); a small charity is one with an annual income of less than £1 million; and a small trust is one with a net asset value of under £1 million, at the time of the complaint. The Code can be found at **www.lendingstandardsboard.org.uk** 

# 1. Business details

Organisation name in full Business address for all correspondence and card delivery			
Address line 2			
Address line 3			
Address line 4			
Postcode			
Business contact		Registered	
number (including STD)		company number	

# 1.1 Contact details for your Programme Co-ordinator(s)

# Please complete in BLOCK CAPITALS

Programme Co-ordinators may only make administrative changes for cardholders, including changes to cardholder limits. This may be done in writing, by fax or by phone.

Primary Prog	ramme Co-oro	dinator
Title	Mr 🔀 N	Mrs 🖂 Miss 🖾 Ms 🖾 Other 🖂
	If 'Other', ple	ase specify
First name		Middle name(s)
Surname		
Date of birth		DDMMYYYYY (must be completed)
Security pass		(must be completed) the password must be 6-8 alpha and numeric characters)
Preferred day contact numb		
Fax number		
E-mail addres	S	
Additional Pro	ogramme Co-o	ordinator (optional)
Title	Mr 🛛 N	Mrs Miss Ms Other
	If 'Other', ple	ase specify
First name		Middle name(s)
Surname		
Date of birth		DDMMYYYYY (must be completed)
Security pass		(must be completed) the password must be 6-8 alpha and numeric characters)
Preferred day	time	
contact numb	per	
Fax number		
E-mail addres	S	

### **1.2 Authorised signatories**

The bank will only accept requests to make changes to this agreement, Business Credit Limit and/or Cash Advance Limit, to issue new cards or change the billing options, from the Authorised Signatories in writing. These must be the same person/s who sign Section 4 of this Agreement, in accordance with the authority held by the Bank.

Authorised Signatory Name (title, first name and surname)	
Authorised Signatory	
Name (title, first name and surname)	
2. Your onecard programme	
In total, how many cards do you re	quire?
What organisation name do you w to appear on the card(s)?	ish
Please note the length of the name	e is limited to 21 characters (including spaces) to ensure it fits on the card.
Business credit limit	
Please advise what limit is required	d to cover two months' total card expenditure
for the business (to calculate this s	simply double what you expect the
total of your individual cardholder	limits add up to). £

What is your preferred statement date? (Please select a date from 3rd to 28th of the month)

# 2.1 Card type and billing options (complete either billing option A or B – but not both)

Billing option A	Card type (choose between Charge Card or Credit Card)	Payment due date
Central billing Central billing is where monthly	Charge Card The business will be billed each month for the full amount due on the statement.	Please mark the number of days after your statement when you wish to make payment. (Mark one box only.)
card expenditure is billed directly to the business.	OR	7 days X 14 days* X 21 days* X 25 days* X 28 days* X *fees apply
	Credit Card The business will be billed each month for the minimum amount due on the statement.	If you have selected the Credit Card, your payment due date will be 14 days after your statement.

Billing option B	Card type	Payment due date
Individual billing IX Individual billing is where monthly card expenditure is billed directly to the cardholder, who pays the bill on behalf of the business.	<b>Charge Card only</b> The individual cardholders will be billed each month the <b>full amount</b> due on the statement.	Please mark the number of days after your statement when you wish to make payment. (Mark one box only.) 14 days X 21 days* X 25 days* X 28 days* X *fees apply

# 2.2 Payment method (Central Billing)

To pay by Direct Debit please complete and sign the Direct Debit instruction on page 10. The monthly payment\* will be collected from your business account subject to the safeguards assured by the Direct Debit guarantee.

\*Monthly payment

- Charge Card Full Payment
- Credit Card Minimum payment (30% of the statement balance or £100, whichever is greater.)

If you wish to pay by another method, please place a cross in this box.

### 2.3 Cards OnLine

Cards OnLine is a secure online service that allows you and your cardholders to view and download your monthly statement electronically and view up-to-date balance and transaction information online.

I wish to enrol our **one**card programme with Cards OnLine (please place a cross in the box).

If you placed a cross in this box, an e-mail will be sent to your Cards OnLine Administrator (see below) shortly after your **one**card account is opened, this will include instructions on how to register for Cards OnLine.

Please note that by opting to receive an e-statement you will not be sent a paper statement by post. However if you prefer to continue to receive a paper statement please place a cross in this box.

### **Cards OnLine Administrator details**

Your Primary Programme Co-ordinator (as provided in section 1.1) will be set-up as your Cards OnLine Administrator. E-mail notification of each statement and other Cards OnLine information will be sent to the e-mail address of the Cards OnLine Administrator.

## Smart Data OnLine

Your **one**card includes a sophisticated online management information reporting system, Smart Data OnLine (SDOL). Your business will benefit from a range of online services, including over 30 standard MI reports, data exporting and expense management tools. View the SDOL demo on **www.rbs.co.uk/sdoldemo**, which will provide you with the key benefits. Details of how to start using SDOL will be sent to you once your **one**card account is opened.

## 2.4 Optional Insurance Commercial Card Protection

Commercial Card Protection from CPP gives you 24-hour, worldwide assistance if your business cards are lost or stolen. Key benefits include:

- Cancel and reorder your lost or stolen cards with one phone call
- Protects up to 15 cards which can be both business or personal cards against loss, theft and fraud or misuse anywhere in the world
- Up to £20,000 to cover unauthorised transactions on lost and stolen cards which your card issuer holds you liable for (just call CPP within 24 hours of discovering your cards are missing. Call charges may apply).
- Emergency cash, hotel bill advance and replacement travel ticket advance (advances subject to status and repayable within 28 days)
- Passport and driving licence assistance

All for only £50 per year (includes Insurance Premium Tax).

For terms and conditions please read the enclosed Policy Summary in the 'Your Insurance Policies' leaflet which includes information on eligibility and the insurer. A policy premium of £50 per year will be debited to your **one**card account when your policy is issued and subsequently when due at the prevailing rate until cancelled by you. The price stated includes insurance premium tax.

I wish to purchase a Commercial Card Protection policy (please place a cross in the box).

If you have selected Commercial Card Protection your welcome pack will be sent to you within 14 days of opening your **one**card account.

## 3. Cardholder details

## Please complete in BLOCK CAPITALS

You will need to complete a section for each **one**card holder. If you are requesting more than four cards or have selected individual billing (in section 2.1), please download a Cardholder Schedule. Go to **www.rbs.co.uk/onecardforms**. Please complete the details on screen for each cardholder and give a printed and signed copy of the schedule to your Relationship Manager with this form.

If you wish to block certain spending categories for your cardholders, please complete **Individual Blocking Form 3**, for each card.

Cardholder 1	
	Mr X Mrs X Miss X Ms Other X If 'Other', please specify
First name	Middle name(s)
Surname	
	Name as you wish it to appear on the card
Name	(e.g. title, first name, middle initial and surname (max. 21 characters incl. spaces))
Residential ad	ldress
Address line 2	
Address line 3	
Address line 4	
Postcode	
Preferred dayt contact numb (including exte	
What is the na of the cardhol	

Security password from the cardholder for identification (max 20 characters, no spaces)	(must be completed)
Date of birth to help us identify the cardholder (must be completed)	
What monthly credit limit is required for this cardholder?	]
	ndard 🔀 🕅 🕅 🗰 Gold card onecard
Is a cash withdrawal facility required? Yes	No
Is a single transaction limit required? Yes	No
If 'Yes', how much?	
Are convenience cheques required? Yes Yes	No
Cardholder 2	
Title Mr Mrs Miss Ms Other	
If 'Other', please specify	
First name Middle name(s)	
Surname	
Name as you wish it to appear on the card	
Name	
(e.g. title, first name, middle initial and surname (max. 21 characters incl. spaces))	
Residential address	
Address line 2	
Address line 3	
Address line 4	
Postcode	
Preferred daytime contact number (including extension if applicable)	
What is the nationality     of the cardholder?   (must be complete the complete th	pleted)
Security password from the cardholder for identification (max 20 characters, no spaces)	(must be completed)
Date of birth to help us identify the cardholder (must be completed)	
What monthly credit limit is required for this cardholder?	]

<b>Card options</b> Place a cross	* in the box for your choice of card	X	Standa	ard The second s
Is a cash with	idrawal facility required?	Yes		No
Is a single tra	nsaction limit required?	Yes		No
If 'Yes', how m	nuch?	£		
	nce cheques required? Terms and Conditions for information on charges applicable to tl	Yes Xes hese options.		No
Cardholder 3	3			
Title	Mr Mrs Miss Ms Ot	her		
	If 'Other', please specify			
First name	Middle	e name(s)		
Surname				
	Name as you wish it to appear on the card			
Name	(e.g. title, first name, middle initial and surname (max. 21	characters i	ncl. spaces))	
Residential a	ddress			
Address line 2	2			
Address line 3	3			
Address line 4	4			
Postcode				
Preferred day contact num (including ex				
What is the na of the cardho			(must be compl	eted)
Security pass from the card for identificat				(must be completed)
Date of birth t identify the c		ompleted)		
What monthl	y credit limit is required for this cardholder?	£		
<b>Card options</b> Place a cross	* in the box for your choice of card	X	Standa	X 5434 7512 7456 7510
Is a cash with	ndrawal facility required?	Yes		No
Is a single tra	nsaction limit required?	Yes		No
If 'Yes', how m	nuch?	£		_
	nce cheques required? Terms and Conditions for information on charges applicable to tl	Yes Xes		No

Cardholder 4	•		
Title	Mr Mrs Miss Ms Ot	ther X	
	If 'Other', please specify		
First name	Middle	e name(s)	
Surname			
	Name as you wish it to appear on the card		
Name	(e.g. title, first name, middle initial and surname (max. 21	characters incl. spaces))	
Residential a	ddress		
Address line	2		
Address line	3		
Address line	4		
Postcode			
Preferred da contact num (including ex	-		
What is the n of the cardho		(must be comp	leted)
Security pass from the card for identifica			_ (must be completed)
Date of birth identify the c		ompleted)	
What monthl	ly credit limit is required for this cardholder?	£	
<b>Card options</b> Place a cross	* in the box for your choice of card	Stand	A 5434 7512 3456 7820
Is a cash with	ndrawal facility required?	Yes	No
Is a single tra	insaction limit required?	Yes	No
lf 'Yes', how n	nuch?	£	
	nce cheques required? Terms and Conditions for information on charges applicable to t	Yes X hese options.	No

### 4. Your agreement

### Terms

The Terms for your **one**card and Cards OnLine are available online for you to read and print. **These are important, please read them.** Please go to **www.rbs.co.uk/onecardforms**. Alternatively, please ask your Relationship Manager for a copy of the Terms.

## **<sup>©</sup>** Credit reference agencies

We may obtain information about you from credit reference agencies and Group records to check your credit status and identity. The agencies will record our enquiries which may be seen by other companies who make their own credit enquiries. We may use credit scoring.

Your application may be assessed using credit reference agency records relating to anyone with whom you have a joint account or similar financial association. These links will remain until you file a 'notice of disassociation' at the credit reference agency.

Please note when applying for this card facility we may undertake a search with credit reference agencies, this could impact your ability to obtain credit elsewhere for a short period of time.

### **<sup>©</sup>** Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected details may be passed to fraud prevention agencies. We may also obtain information about you from fraud prevention agencies.

## 🛿 Keeping you informed

We would like to keep you informed by letter, phone and electronic means (including e-mail and mobile messaging) about products, services and additional benefits that we believe may be of interest to you.

If you don't want us to do this, please place a cross in the box.  $\square$ 

### By signing:

- you agree to the Terms for the **one**card and Cards OnLine and Commercial Card Protection (where selected).
- you confirm the details provided are correct and agree to notify us of any changes.

### 🛿 Giving your consent

• you are agreeing that we may use information you have supplied, including any details about your contacts and cardholders, in the way described in this form including in the 'Keeping you informed' section above and in the Terms.

Signed for			
(organisation name)			

Customer signature(s)

in accordance with the authority held by the Bank.	
Name	Name

Date \_\_\_\_\_

te		

# What to do next

Before returning this agreement form to your Relationship Manager, please check to ensure you have completed all sections and signed the agreement and enclosed any/all additional signed forms as appropriate.

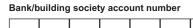
Da



Please fill in the whole form using a ball point pen and send it to:

The Royal Bank of Scotland plc
Commercial Cards Division
Cards Customer Services
PO Box 5747
Southend-on-Sea
SS1 9AJ

Name(s) of account holder(s)



Branch	sort	code

Т

### Name and full address of your bank or building society

Т

To:	The	The Manager Bank/building society													
Add	lres	S											 	 	 
										osto	ode	<u> </u>			
									'	0310	Joue				
Refe	rer	се					_					_			
5	5	6	9	5	0										



# Instruction to your bank or building society to pay by Direct Debit



# FOR ROYAL BANK OF SCOTLAND OFFICIAL USE ONLY

This is not part of the instruction to your bank or building society.

Existing onecard customers Please complete the reference number below:

- Where paying a centrally billed account, use your 16 digit account number as
- shown on your statement. - Where paying an individual card from your personal account, use your 16 digit card number.
- New onecard customers

We will complete the reference number when your account/card is opened. Monthly payment

- The amount depends on the type of card, as follows
- Charge card the full statement balance
- Credit card the minimum payment

The actual amount and date the Direct Debit will be collected will be shown on each monthly statement.

# Instruction to your bank or building society

Please pay Royal Bank of Scotland Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Royal Bank of Scotland and if so, details will be passed electronically to my bank/building society.

Signature(s)	
Date	
Duic	

This guarantee should be detached and retained by the Payer

Banks and building societies may not accept Direct Debit Instructions for some types of account

# The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Royal Bank of Scotland will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request Royal Bank of Scotland to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by Royal Bank of Scotland or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when Royal Bank of Scotland asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

### For Relationship Manager use only

IMPORTANT – Please ensure sanction documentation is attached to this application.
Relationship Manager name
Portfolio code
RM contact number
External e-mail address
Internal address
Address line 2
Address line 3
Depot code
Customer ID
(Relationship Managers only enter last 9 digits) 1 -
Business Current Account number Sortcode
SIC code
Sanctioning, KYC & Product Eligibility
is required. (This should cause two months' total card expenditure
A corporate credit facility of £ is required. (This should cover two months' total card expenditure by the business – see limit requirement advised in section 2.)
RMP sanction provided
KYC checks have been successfully completed on this application, and the underlying
evidence can be provided upon request
the customer has a registered business address in the UK, Channel Islands, Isle of Man     or Gibraltar or is registered for tax nurneses in any one of these jurisdictions
or Gibraltar or is registered for tax purposes in any one of those jurisdictions       Image: Comparison of the product was sold in the jurisdiction in which the business is registered         • the product was sold in the jurisdiction in which the business is registered       Image: Comparison of the product was sold in the jurisdiction in which the business is registered
NB These 3 boxes MUST be ticked otherwise the card account cannot be opened.
Signed for and on behalf of The Royal Bank of Scotland plc. Relationship Manager's signature
My ISV number is
Date
RM Reminder
RMP sanctioning paperwork attached and confirmation of KYC and jurisdiction compliance provided (see tick boxes above)
Application agreement signed by customer
Cardholder schedule and other forms (where signed and completed) attached
Direct Debit instruction completed and signed (not applicable if customer has chosen another payment method in section 2.2)
Photocopy the form to retain in the customer's file
<ul> <li>Photocopy the form to retain in the customer's file</li> <li>If this <b>one</b>card account is replacing an existing commercial card programme, please contact CCS to</li> </ul>
<ul> <li>Photocopy the form to retain in the customer's file</li> <li>If this onecard account is replacing an existing commercial card programme, please contact CCS to arrange closure of the old account</li> <li>Return to Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, PO Box 5747,</li> </ul>
<ul> <li>Photocopy the form to retain in the customer's file</li> <li>If this onecard account is replacing an existing commercial card programme, please contact CCS to arrange closure of the old account</li> <li>Return to Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ. Depot Code 028</li> </ul>
<ul> <li>Photocopy the form to retain in the customer's file</li> <li>If this onecard account is replacing an existing commercial card programme, please contact CCS to arrange closure of the old account</li> <li>Return to Royal Bank of Scotland plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ. Depot Code 028</li> </ul> For Cards Customer Services use only

# onecard

# Your Insurance Policies

www.rbs.co.uk

The Royal Bank of Scotland plc. Registered in Scotland with company registration number SC90312. Registered Office: 36 St Andrew Square, Edinburgh EH2 2YB. Authorised and regulated by the Financial Services Authority No. 121882. RBSONE/ICOB/0112 90153974

This leaflet clearly explains the details of the Insurance Policies. Please read it so that you know what is covered and keep it in a safe place.



#### Please note:

- 1. The Financial Services Authority (FSA) is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you.
- For our one card programmes we offer insurance products from ACE European Group Limited, certain underwriters at Lloyd's of London and Card Protection Plan Limited.
- 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.
- You will not have to pay a fee for our services in respect of any of the insurances detailed in this booklet.
- Royal Bank of Scotland plc, 36 St Andrew Square, Edinburgh EH2 2YB is authorised and regulated by the FSA. Our FSA Register number is 121882. Our permitted business is arranging and advising on non-investment insurance. You can check this on the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.
- 6. The Royal Bank of Scotland Group plc, which is a parent undertaking of various brands in The Royal Bank of Scotland Group (including Direct Line, Direct Line Life Insurance Company Limited and NIG, UK Insurance Limited, Churchill Insurance), also directly wholly owns and controls The Royal Bank of Scotland plc.
- 7. If you wish to register a complaint, please contact us: In writing: Royal Bank of Scotland plc, Commercial Cards, PO Box 5747, Southend-on-Sea, Essex SS1 9AJ. By phone: 0870 01 01 152. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.
- 8. 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. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS (www.fscs.org.uk). 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 0870 01 01 152 (Minicom 1800 201733).

For 084/087 numbers the maximum call charge from a BT landline is 10.4p plus up to 7.6p per minute. Business rates and calls from other networks may vary. Calls may be recorded.

# Travel Insurance (Royal Bank of Scotland **one**card 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

Royal Bank of Scotland onecard Gold Travel Insurance is provided with your onecard Gold at no extra cost.

# Your Policy Summary



#### Pre-requirement for cover to apply

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

For full details of cover, please refer to the Policy Document. Here is a summary of the Travel Insurance covers and Assistance Services provided free of charge for you, and up to three business colleagues or business associates who are travelling with you, when the fares and travel costs relating to a Journey\* are charged to your Royal Bank of Scotland **one**card Gold account. Cover, which is provided by ACE,\*\* remains in force as long as the Card account is maintained, you remain an employee of your company and ACE remains the Insurer. As this insurance may continue for more than a year you should review it periodically to ensure that cover remains adequate. If, for any reason, you wish to cancel your cover you may contact

ACE on 0845 841 0058 and cover shall cease from the day ACE receives such notice. ACE may cancel your insurance by sending 30 days notice to your last known address.

\*Journey – a) involving travel outside the United Kingdom, (or the Insured Person's normal country of residence if different) 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 – commencing from the time of departure from home or place of business, until return thereto, subject to a maximum duration of 90 consecutive days for any one trip.

\*\*ACE means ACE European Group Limited Registered in England Number 1112892, Head Office: 100 Leadenhall Street, London EC3A 3BP, which is authorised and regulated by the Financial Services Authority, registration number FRN202803. Full details can be found on the FSA's Register by visiting www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

#### Section 1 - Medical

If you are injured or become ill, including illness due to complications of pregnancy (as diagnosed by a qualified medical practitioner who specialises in Obstetrics), during a Journey outside the United Kingdom (or the Insured Person's normal country of residence if different) you are covered against the costs of hospitalisation, treatment, repatriation and additional accommodation or transport. You also have Emergency Repatriation cover, provided by ACE Assistance.

#### Level of Cover

- Medical Expenses up to £2,000,000 for any one trip.
- Up to £10,000 in respect of additional travel and accommodation expenses.
- Up to £750 hospital benefit, at a rate of £25 per day, if you are an in-patient at a hospital during your trip.

#### Section 2 Personal Belongings

If your personal Belongings are lost, stolen or temporarily delayed for more than one hour, ACE will pay for the purchase of essential items of replacement clothing or toilet requisites, not exceeding \$50 for each hour delayed and a maximum of \$550.

#### Level of Cover

- Loss or damage up to  $\pounds1,200$  per person up to  $\pounds400$  any single article up to  $\pounds750$  in total for all valuables.
- Up to £550 for delayed property at a rate of £50 for each hours delay.

#### Section 3 - Money

Your personal money is covered if it is lost or damaged during a Journey.

#### Level of Cover

• Up to £500 per person.

#### Section 4 - Cancellation Curtailment and Alteration to Itinerary

If you have to cancel, curtail or change itinerary of your Journey for the following reasons: Death, injury or illness including illness due to complications of pregnancy (as diagnosed by a qualified medical practitioner who specialises in Obstetrics), of you or any member of your party or of any close relative or close business colleague of you or any member of your party – Hi-Jack of you or any member of your party – you or any member of your party being required for jury or witness service in a court of law – the cancellation or curtailment of your scheduled public transport services consequent upon strike, riot or civil commotion – your home or place of business becoming uninhabitable following fire, storm, flood, theft, subsidence or malicious damage, ACE will reimburse you.

#### Level of Cover

• Up to £3,000 per person.

#### Section 5 - Replacement

If you are injured or become ill, including illness due to complications of pregnancy (as diagnosed by a qualified medical practitioner who specialises in Obstetrics), during a Journey and, in the opinion of a Qualified Medical Practitioner it is unlikely that you will be able to continue your trip for a period of five days or more ACE will pay the additional transportation costs to send another employee to complete your trip.

#### Level of Cover

Up to £1,000 for any one Journey.

#### Section 6 - Personal Injury

If you suffer accidental death, Loss of Limb, Loss of Sight or Permanent Total Disablement during a Journey ACE will pay the benefit shown below. This is increased if the accident occurs whilst you are travelling on licensed public transport or in a hired car.

#### Level of Cover

- During a Journey £25,000.
- Travelling on licensed public transport or in a hired car £250,000.

#### Section 7 - Personal Liability

This covers your legal liability for accidental injury to any person or accidental damage to their property.

#### Level of Cover

• Up to £1,000,000 per person.

#### Section 8 - Overseas Legal Expenses

If a third party causes you bodily injury or illness during a Journey ACE

will pay to cover Legal Expenses you reasonably incur in pursuing a claim against them.

#### Level of Cover

• Up to £25,000 per person.

#### Section 9 – Hi-Jack

If your aircraft or other conveyance is hijacked, ACE will pay for each day that you are forcibly detained.

#### Level of Cover

Up to £700 at a rate of £25 for each day.

#### Section 10 - Travel Delay

If the departure of the aircraft, sea vessel or publicly licensed conveyance (including prebooked connecting publicly licensed transportation) is delayed for at least 4 hours due to strike, industrial action, adverse weather conditions or breakdown or structural defect, ACE will pay for each hour's delay after the first 4 hours.

#### Level of Cover

• Up to a maximum of £300 at a rate of £25 for each hour's delay after 4 hours.

#### Section 11 - ACE Assistance

ACE 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 ACE ASSISTANCE telephone number is: +44 20 8763 4850 (for calls made from outside the United Kingdom); or 020 8763 4850 (for calls made from within the United Kingdom).

The services provided are as follows:

#### Pre-Travel Advice

ACE Assistance will advise you on the following issues prior to departure for a trip abroad:

- visa and entry permits;
- inoculations and vaccinations and advice on current World Health Organisation warnings;
- climate;
- local languages;
- time differences;
- main banking opening hours;
- motoring restrictions, regulations, Green Cards and other insurance issues.

#### Travel Assistance During a Journey

During a Journey ACE Assistance will provide the following services when

an emergency occurs. Note: you will be responsible for paying all fees and charges resulting from the provision, by ACE Assistance, of any advice or assistance. Any money advanced, or costs incurred, by ACE Assistance must be reimbursed by you.

- loan of, and transfer to your location of, up to £250 in the event of theft or loss of money and/or credit cards;
- transmission of urgent messages in the event of medical or travel problems;
- advice on: tracing lost luggage; replacing lost or stolen tickets and travel documents; cancelling and replacing lost or stolen credit cards;
- arrangements for an approved tradesman to effect repairs if your home suffers damage;
- translation facilities;
- help with getting legal advice and arrangement of payment of reasonable emergency legal expenses or bail against your guarantee of repayment;
- essential medication replacement, medical advice over the telephone from the UK or help with locating local doctors, hospitals, clinics, and dentists when consultation or treatment is required;
- arrangement of repatriation.

#### Exclusions

General: (See Policy Document General Exclusions for the full wordings)

- Injury, loss or expense due to alcohol or drugs, suicide, self injury;
- illegal act;
- flying other than as a passenger, parachuting, sky-diving and bungee-jumping, but shall not include parascending, racing, motor rallies, professional sports, mountaineering, winter sports;
- being in the armed forces or Reserve Forces;
- war, currency fluctuations or any consequential loss.

- any Journey undertaken against a Qualified Medical Practitioner' advice;
- expenses recoverable from any other insurance policy or national insurance programme;
- expenses incurred more than twelve months after incurring of the first expense;
  - any trip undertaken for the purpose of obtaining medical treatment;
- dental or optical expenses except those to relieve pain and discomfort;
- the first £50 of each claim other than In-patient Benefit;
- Human Immunodeficiency Virus.

Section 2 – Personal Belongings (See Policy Document Personal Belongings Section Exclusions for the full wordings)

- the first £50 of each claim;
- · vehicles or their accessories;
- moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration;
- · inherent mechanical or electrical failure, breakdown or derangement;
- cleaning, restoring, repairing or alteration;
- · items left in a motor vehicle unless kept out of sight in a locked compartment;
- more than a reasonable proportion of the total value of a pair or set;
- loss not reported to the police and/or appropriate authorities within 24 hours;
- · loss or delay not immediately reported and a Property Irregularity Report obtained;
- confiscation;
- · household furniture, appliances or equipment;
- business equipment;
- · vehicles or their accessories;
- · delay not immediately reported and a Property Irregularity Report obtained;
- confiscation or detention by customs.

Section 3 – Money (See Policy Document Money Section Exclusions for the full wordings)
 the first £50 of each claim:

- loss not reported to the police and/or appropriate authorities within 24 hours;
- loss due to confiscation or detention by customs or any other authority;
- · devaluation or shortages due to errors or omission;
- more than £500 in respect of coins and/or bank notes;
- · promotional vouchers or awards;
- money left overnight in or on any vehicle, unless in a locked garage, or in any vehicle which is left unlocked or unattended, at any other time.

#### Section 4 - Cancellation, Curtailment and Alteration to Itinerary

(See Policy Document Cancellation, Curtailment and Alteration to Itinerary Exclusions for the full wordings)

- any Journey undertaken against a Qualified Medical Practitioner's advice;
- any Journey undertaken for the purpose of obtaining medical treatment;
- the use of promotional vouchers or awards.

Section 5 – Replacement (See Policy Document Replacement Section Exclusions for the full wordings)

- any trip undertaken against a Qualified Medical Practitioner's advice;
- the use of promotional vouchers or awards.

#### Section 6 – Personal Injury

- sickness or disease not directly resulting from Bodily Injury;
- disabilities arising from Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause;
- Post Traumatic Stress Disorder or any psychological or psychiatric condition pre-existing physical defect or infirmity.'

Section 7 – Personal Liability (See Policy Document Replacement Section Exclusions for the full wordings)

- injury to a member of the family;
- loss of or damage to your property;
- injury or damage caused by your motor vehicles or firearms;
- injury caused by any wilful or malicious act or relating to employment, trade, business or profession;
- punitive or exemplary damages;
- error or omission;
- fines or liquidated damages.

Section 8 – Overseas Legal Expenses (See Policy Document Overseas Legal Expenses Section for full wordings)

- any claim reported to ACE more than 24 months after the incident which led to the claim;
- any claim where the prospects for success of a reasonable settlement are insufficient or the costs of obtaining a reasonable settlement would be disproportionate to the value of the claim;
- Legal Expenses incurred without receiving ACE's permission, in connection with your criminal or wilful act, in the defence against legal proceedings made against you, for a claim against a tour operator, travel agent, carrier or insurer where an Arbitration Scheme or Complaint Procedure exists;
- ACE or their agents or your employer, in pursuing any claim against the manufacturer, distributor or supplier of any drug, medication or medicine, after you have refused a reasonable offer to settle;
- · Fines, penalties compensation or damages imposed by a court or other authority on you;
- actions between you and those travelling with you or pursued to obtain satisfaction of a judgement or legally binding decision;
- Legal Expenses chargeable by the Legal Representatives under contingency fee arrangements;
- Legal Expenses which ACE considers unreasonable.

Section 9 - Hi-Jack (See Policy Document Hi-Jack Section Exclusions for the full wordings)

 you or your family or business connections having engaged in activities that could be expected to increase the risk of Hi-Jack.

 $\ensuremath{\textbf{Section 10}}\xspace - \ensuremath{\textbf{Travel Delay}}\xspace$  (See Policy Document Travel Delay Section Exclusions for the full wordings)

- for the first four hours delay;
- · failure to check-in before the scheduled departure time;
- · failure to provide written details from the carrier of the length and reason for the delay;
- withdrawal of service on the instructions of a Government or Authority;
- strike or industrial action where there was a reasonable expectation at the time of booking.

#### Claims

If a claim needs to be made, the ACE Claims Service Team, need to be notified within 60 days of the occurrence, 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:	200 Broomielaw, Glasgow G1 4RU
Telephone:	0845 841 0059 (Within UK only)
International:	+44 (0)141 285 2999
Facsimile:	+44 (0)141 285 2901
E-mail:	ah.ukclaims@acegroup.com

#### **Complaints Procedures**

Any complaint should in the first instance be addressed to ACE's Customer Service Manager:

Postal Address:	200 Broomielaw, Glasgow G1 4RU
Telephone:	0800 169 2431 (Within UK only)
International:	+44 (0)141 285 2999
Facsimile:	01293 597 322
E-mail:	A&Hcustserv.complaints@acegroup.com
aunting the Insured	Person's name address and card details

quoting the Insured Person's name, address and card details.

ACE are a member of the Financial Ombudsman Service (FOS), who may be approached for assistance if you are dissatisfied with the response. Its contact details are:

#### South Quay Plaza, 183 Marsh Wall, London E14 9SR Tel: 0845 080 1800 Fax: 0207 964 1001 Email: enquiries@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

A leaflet explaining its procedure is available on request.

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

In the unlikely event of ACE 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, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN. Telephone: 0800 678 1100 or 0207 741 4100. Fax: 020 7892 7301.

# Travel Insurance (Royal Bank of Scotland **one**card Gold only)

# Your Policy

#### Insurance Agreement

The Insured Person and ACE\* agree that, ACE 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.

Andrew Kendrick Chairman and CEO ACE European Group Limited

\*ACE shall mean ACE European Group Limited

Registered in England Number 1112892, Head Office 100 Leadenhall Street, London EC3A 3BP, www.aceeuropeangroup.com which is authorised and regulated by the Financial

Services Authority (FSA), registration number FRN202803. Full details can be found on the FSA's Register by visiting http://www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

#### **Travel Insurance**

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

- i. the Employing Company maintains the Card account;
- ii. the Card Holder remains an employee of the Company; and
- iii. the insurance continues to be placed with ACE.

Any dates used in this policy refers to Local Standard Time at the address of the insured person.

As this insurance may continue for more than a year the Card Holder 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:  $\ensuremath{\textbf{1}}-\ensuremath{\textbf{Medical}}$ 

- 2 Personal Property
- 3 Money
- 4 Cancellation Curtailment and Change to Itinerary
- 5 Replacement
- 6 Personal Injury
- 7 Personal Liability
- 8 Legal Expenses
- 9 Hi-Jack
- 10 Travel Delay
- 11 ACE Assistance

#### Pre-requirement for cover to apply

The Employing Company must have its registered or business address in the United Kingdom, Republic of 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, Republic of 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.
- ACE Assistance shall mean the advice and services, including medical repatriation services organised by ACE.
- 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.
- 4. 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.
- Card shall mean the card produced by the Card Issuer in connection with the onecard Gold account and provided to the Card Holder by the Employing Company.

- 6 Card Issuer shall mean The Royal Bank of Scotland.
- 7. Card Holder shall mean an Insured Person being an employee of the Employing Company who has been provided with the Card.
- Claim shall mean a single loss or series of losses Due To one cause insured by this 8. Policy.
- 9. Due To shall mean directly or indirectly caused by, arising from or in connection with.
- 10. Employing Company shall mean the corporate customer of the Card Issuer whose application for a Card account has been accepted by the Card Issuer and whose employees have been issued with Cards.
- 11. 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.
- 13. 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 Card Holder.
  - up to three business colleagues or business associates of the Employing b. Company who are travelling with the Card Holder.
- 16. 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 Card of the Insured Person described.
  - within the United Kingdom, (or the Insured Person's normal country of residence if b. different) for which at least one night's accommodation has been booked in advance and charged to the Card 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.
- 17. Licensed Public Transport shall mean an air, land or water vehicle operated under licence for the transportation of fare-paving 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:
  - An Insured Person; or a.
  - b. A relative of an Insured Person unless approved by ACE.
- 19. 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.
- 21. War shall mean armed conflict between nations, invasion, act of foreign enemy, hostilities (whether war 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.

1. ACE shall not be liable for payment of any benefit for bodily injury, loss or expense incurred whilst an Insured Person is under the influence of intoxicating liquor or drugs other than drugs taken in accordance with treatment prescribed and directed by a Qualified Medical Practitioner but not for the treatment of drug addiction.

- 2. ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense Due To:
  - suicide, attempted suicide or deliberate self-inflicted injury by the Insured Person а regardless of the state of their mental health.
  - an Insured Person's own illegal act. b.
  - the Insured Person engaging in racing motor rallies and competitions, professional С 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.
  - the Insured Person being a full time member of the armed forces e. 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.
- 3. ACE shall not be liable for payment of any benefit for Bodily injury, loss or expense Due To: lonising radiations or contamination by radioactivity from any nuclear fuel or from а
  - and nuclear waste from the combustion of nuclear fuel. the radioactive toxic explosive or other hazardous properties of any explosive b.
  - nuclear assembly or nuclear component thereof.

### 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 iniury ACE will indemnify 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 injury ACE will indemnify 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 C. 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 ACE will indemnify 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 ACE Assistance.

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

- 1. ACE 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 ACE Assistance.
- 3. Any repatriation must be organised by ACE 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 ACE in respect of all costs incurred in the event of repatriation services being provided by ACE 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) ACE 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), ACE will indemnify or pay the Insured Person 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

ACE shall not be liable for:

- 1. 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.
- 3. any expenses incurred after twelve months from the time of the incurring of the first expense.
- any expenses incurred where the trip is undertaken for the purpose of obtaining medical treatment.
- dental or optical expenses other than those incurred in providing the minimum treatment necessary to relieve pain and discomfort for the duration of the Journey.
- 6. the first GBP50 of each and every claim except for those relating to In-patient Benefit.
- 7. 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 ACE will indemnify 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 ACE shall reimburse the Insured Person up to GBP50 (which has been paid to purchase essential items of replacement clothing or toilet requisites) for each hour delayed up to a maximum of GBP550 per event.

#### Specific Exclusions applicable to this Section

ACE shall not be liable for:

- 1. the first GBP50 of each and every Claim for Personal Belongings.
- 2. 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.
- 5. loss or damage due to:
  - 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.
- loss 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.
- 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 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

- 1. The Insured Person shall take all reasonable precautions for the safety of any insured article.
- 2. On the happening of any loss or damage ACE shall be entitled:
  - 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 ACE will indemnify the Insured Person in respect of such loss up to a maximum of GBP500 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 ACE will indemnify 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 GBP750 provided that such replacement is necessary and organised by ACE Assistance.

#### Specific Exclusions applicable to this Section

ACE shall not be liable for:

- 1. 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, ACE will indemnify 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. compulsory quarantine on the order of a treating Qualified Medical Practitioner, jury service, subpoena or hijack of the Insured Person
- d. cancellation or curtailment of scheduled public transport services consequent upon strike, riot or civil commotion
- e. 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
- f. the Insured Person's home or place of business becoming uninhabitable following fire, storm, flood, theft, subsidence or malicious damage.
- complication of pregnancy as diagnosed by a qualified medical practitioner who specialises in Obstetrics.

#### Specific Provision applicable to this Section

Cancellation, Curtailment or Alteration to Itinerary resulting from reasons a, b, c, e and g, above must be confirmed, as appropriate, as medically necessary by a treating Qualified Medical Practitioner.

#### 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

ACE shall not be liable for:

- 1. any expenses where a Journey is undertaken against the advice of a Qualified Medical Practitioner.
- any expenses incurred where a Journey is undertaken for the purpose of obtaining medical treatment.
- 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.

#### Section 5 - Replacement

If during 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 ACE will indemnify 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

ACE shall not be liable for:

- 1. 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 ACE will pay the Basic Benefit, or if the Accident occurred whilst using Public Transport – the Enhanced Benefit, shown below:

	Basic Benefit	Enhanced Benefit
Death	GBP25,000	GBP250,000
Loss of limb	GBP25,000	GBP250,000
Loss of sight	GBP25,000	GBP250,000
Permanent total disablement	GBP25,000	GBP250,000

#### 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 joint; and
  - 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 ACE 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 ACE is beyond hope of recovery and shall in all probability continue for the remainder of the Insured Person's life and result in their inability to perform or give attention to gainful occupation of any and every kind.
- 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 Card Holder's Card.

#### 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.
- payment of any benefit for Bodily Injury, loss or expense Due To any pre-existing physical defect or infirmity which existed at or prior to the date of entry of an Insured Person into this insurance.

#### Specific Condition applicable to this Section

Any contributory degenerative condition or disability known to be in existence at the time of sustaining Bodily Injury will be taken into account by ACE in assessing whether benefits are 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 ACE

#### Exposure

If an Insured Person suffers Bodily Injury as a result of unavoidable exposure to the elements ACE 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:

- 1. accidental bodily injury (which shall include death illness and disease) to any person
- 2. accidental loss of or damage to material property

occurring during a Journey, ACE will indemnify 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.

#### ACE will also pay:

- 1. all costs and expenses recoverable by a claimant from the Insured Person
- 2. all costs and expenses incurred with the written consent of ACE.
- Solicitors fees for representation at any coroner's inquest or fatal accident enquiry or in any Court of Summary Jurisdiction.
- except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America 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 Definitions 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:

- 1. 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 properly 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:
  - mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads).
  - b. aircraft, hovercraft, watercraft (other than non mechanically powered watercraft less than 30 feet in length used on inland waters).
  - c. firearms (other than sporting guns).
- 4. bodily injury loss or damage arising directly or indirectly in connection with:
  - the ownership, possession or occupation of land or buildings, immobile property
    or caravans, but this Exclusion will not apply to any hotel bedroom occupied by
    the Insured Person in the course of the Journey.
  - b. any wilful or malicious act.
  - c. the carrying on of any trade, business or profession.
- 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.
- 9. or arising out of any act, error or omission in the organisation, supervision or management of a Journey or of the activities or pursuits undertaken during a Journey.
- 10. fines, liquidated damages or under any penalty clause.
- 11. the carrying on of, or engaging in, any:
  - a. trade, business or profession; or
  - b. activities or volunteer work organised by, or under the auspices of, a 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.

#### Specific Conditions applicable to this Section

- 1. no admission, offer, promise or indemnity shall be made without the consent of ACE which shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any claim or to prosecute in the Insured Person's name 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 ACE may require. Every letter, claim, writ, summons and process shall be forwarded to ACE on receipt. Written notice shall be given to ACE immediately the Insured Person shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.
- 2. ACE may at any time pay to the Insured Person in connection with any claim or series of claims the amount shown in the Schedule of Benefits (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made ACE shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and excenses 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 effected by the Insured Person or not covering the same liability ACE shall not be liable to indemnify 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 ACE 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.
  - 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.
- 3. 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 ACE will not pay for:

- 1. any Claim reported to ACE more than 24 months after the beginning of the incident which led to the claim.
- any Claim where it is ACE's opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the Claim.
- 3. Legal Expenses incurred before receiving ACE's prior authorisation in writing unless such costs would have been incurred subsequent to ACE's authorisation.
- 4. Legal Expenses incurred in connection with any criminal or wilful act.
- 5. 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.
- 6. Fines, penalties compensation or damages imposed by a court or other authority.
- 7. Legal Expenses incurred for any 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. ACE or their agents.
  - c. the Insured Person's employer.
- 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.
- 10. Legal Expenses chargeable by the Legal Representatives under contingency fee arrangements.
- 11. Legal Expenses incurred where an Insured Person has:
  - failed to co-operate fully with and ensured that ACE is fully informed at all times in connection with any Claim or legal proceedings for damages and or compensation from a third party.
  - settled or withdrawn a Claim in connection with any Claim or legal proceedings for damages and or compensation from a third party without the agreement of ACE. In such circumstances ACE shall be entitled to withdraw cover immediately and to recover any fees or expenses paid.
- 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 ACE.
  - b. accepted an offer from ACE to settle a Claim.
- 13. Legal Expenses which ACE considers unreasonable or excessive or unreasonably incurred.

#### 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 ACE with details of the selected Legal Representative's name and address. ACE 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 ACE is fully informed at all times in connection with any Claim or legal proceedings for damages and or compensation from a third party. ACE is entitled to obtain from the Legal 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.
- ACE's authorisation to incur Legal Expenses will be given if an Insured Person can satisfy ACE that:
  - there are reasonable grounds for pursuing or defending the Claim or legal proceedings and the Legal Expenses will be proportionate to the value of the Claim or legal proceedings and
  - b. it is reasonable for Legal Expenses to be provided in a particular case. The decision to grant authorisation will take into account the opinion of the Legal Representatives as well as that of ACE's own advisers. If there is a dispute, ACE may request, at the 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 ACE's decision is final, the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the 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 ACE, the Insured Person's costs shall not be recoverable under the Insurance.
- ACE may at its discretion assume control at any time of any claim or legal proceedings in the name of the Insured Person for damages and or compensation from a third party.
- 7. All Claims within this section must be submitted to ACE in writing within 90 days.
- Any Legal Expenses incurred without the written agreement of ACE shall entitle ACE to withdraw cover immediately and to recover any fees or expenses paid to the Insured Person.
- 9. ACE may at its discretion require the Insured Person to obtain at the expense of the Insured Person an opinion of a barrister agreed by the Insured Person and ACE as to whether or not there are reasonable grounds for continuing to pursue or defend any Claim or legal proceedings. ACE will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the Claim or legal proceedings.
- ACE may at its discretion 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.
- 11. The Insured Person shall be responsible for the repayment to ACE of all sums paid by ACE in respect of the Legal Expenses where:
  - an award of costs is made in favour of the Insured Person in the claim or legal proceedings
  - costs are agreed to be paid to the Insured Person as part of any settlement of the Claim or legal proceedings.
- 12. If a conflict of interest arises, where ACE are also the insurers of the third party or proposed defendant to the Claim or legal proceedings, the Insured Person has the right to select and appoint other Legal Representatives in accordance with the terms of this Insurance.
- 13. 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 ACE provides will end at once, unless ACE agrees to appoint other Legal Representatives.

#### Section 9 - Hi-Jack

If during a Journey an Insured Person is the subject of a Hi-Jack ACE will pay the Insured Person GBP25 for each period of 24 hours that the Insured Person is restrained, subject to a maximum benefit of GBP700.

### Specific Definition applicable to this Section

Hi-Jack shall mean the unlawful seizure or wrongful exercise of control of an aircraft or other conveyance in which the 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, ACE will pay the Insured Person GBP25 for each full hour's delay up to a maximum of GBP300 per event.

#### Specific Exclusions applicable to this Section

- ACE 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 ACE 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 - ACE Assistance

ACE 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 ACE ASSISTANCE telephone number is +44 20 8763 4850 (for calls made from outside the United Kingdom); or 020 8763 4850 (for calls made from within the United Kingdom).

#### PRE-TRAVEL ADVICE

ACE 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 – ACE 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.

ACE 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) ACE Assistance will provide the following services – but will require reimbursement of any outlay made for such services

Transfer of emergency funds – ACE will transfer emergency funds, up to a maximum of GBP250 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 – ACE will transmit urgent messages to relatives or business associates if medical or travel problems disrupt the Insured Person's schedule.

Drug replacement – ACE 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, ACE will help with tracing and re-delivering the luggage. The Insured Person will need to have the baggage tag number available.

Replacement documents – ACE 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 ACE 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. ACE 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, ACE can arrange for a translation service.

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

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

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

ACE 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 ACE's control, however, ACE 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 ACE Assistance of any advice or assistance.

#### General Conditions

General Conditions to which this Policy is subject.

- 1. 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.
- 2. The Employing Company may cancel this Policy at any time by contacting ACE's Customer Services team on 0800 169 2431 and cover for all Card Holders shall cease from the day ACE receives such notice. The Employing Company is responsible for informing all Card Holders of such cancellation.
  - b. ACE may cancel the insurance in respect of any individual Insured Person or the Employing Company by sending 30 days' notice to the Employing Company's last known address.
- No sum payable under this Policy shall carry interest unless payment has been 3 unreasonably delayed by ACE following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by ACE, it will be calculated only from the date of final receipt of such certificates, information or evidence.
- 4 Where an Insured Person or their personal representatives do not comply with any obligation to act in a certain way specified in this Policy ACE reserves the right not to pay a claim.
- It is hereby agreed between ACE and the Insured Person that: 5.
  - 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. It is the Employing Company's responsibility to provide complete and accurate information
- 6. to The Card Issuer and ACE when applying for the Card 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 full and accurate. Please note that if the Employing Company or Insured Person fails to disclose any material information to ACE this could invalidate the insurance cover and could mean that part or all of a Claim may not be paid.
- 7. The Employing Company, the Insured Person and ACE 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 ACE 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 This Policy will be voidable in the event of misrepresentation, misdescription or nondisclosure of any material particular by or on behalf of the Insured Person
- 9. The benefits under this Policy may not be assigned by the Insured Person. ACE 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.
- 10. ACE is required to notify the Insured Person that other taxes or costs may exist which are not imposed by ACE.

11. ACE 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

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

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Postal Address:	200 Broomielaw, Glasgow G1 4RU
Telephone:	0845 841 0059 (Within UK only)
International:	+44 (0)141 285 2999
Facsimile:	+44 (0)141 285 2901
E-mail:	ah.ukclaims@acegroup.com
within 60 days or as soon as	possible after the date of the occurre

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

- The Insured Person shall at their own expense furnish to ACE such certificates, information and evidence as ACE may from time to time reasonably require in the form prescribed by ACE. ACE shall be allowed at its own expense, upon reasonable notice to request a medical examination of an Insured Person as appropriate.
- 3. 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 ACE shall be under no liability in respect of such Claim.
- 4. 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**

Any complaint should in the first instance be addressed to ACE's Customer Service Manager:

Postal Address:	200 Broomielaw, Glasgow G1 4RU
Telephone:	0800 169 2431 (Within UK only)
International:	+44 (0)141 285 2999
Facsimile:	01293 597 322
E-mail:	A&Hcustserv.complaints@acegroup.com
au ating the Incurred De	veen's neves, eddware and soud datails

quoting the Insured Person's name, address and card details.

ACE is a member of the Financial Ombudsman Service (FOS). The FOS may be approached for assistance if still dissatisfied with the response. Its contact details are: Financial

Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR Tel: 0845 080 1800 Fax: 0207 964 1001

Email: enquiries@financial-ombudsman.org.uk

#### Website: www.financial-ombudsman.org.uk

A leaflet explaining its procedure is available on request.

The existence of these complaint procedures does not reduce an Insured Person's Statutory Rights relating to this Policy. For further information about Statutory Rights an Insured Person should contact the Office of Fair Trading or Citizens' Advice Bureau.

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

In the unlikely event that ACE 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, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

Telephone: 0800 678 1100 or 0207 741 4100.

#### Data Protection/Privacy

- 1. ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to it.
- 2. ACE is part of the ACE Group of companies. It and the group companies will use information given together with other information for the administration of this Policy, the handling of claims and the provision of customers services. The information may also be disclosed to ACE's service providers and agents for these purposes. It may be disclosed to the Insured Person's agents, where appointed. It may also be used for the purposes of fraud prevention including passing details to other insurers and regulatory bodies.
- Where the Insured Person has provided information about another person in connection with the purchase and performance of this insurance Policy, ACE will assume they have appointed the Insured Person to act for them, that they have consented to the processing of their personal data, including sensitive personal data and they have consented to the transfer of their information abroad.
- 4. ACE (or reputable organisations selected by them) may monitor and/or record communication to ACE, to ensure consistent servicing levels and account operation.
- 5. ACE will keep information about the Insured Person only for so long as it is appropriate. In accordance with an individual's Subject Access rights, when asked, ACE will tell any Insured Person what information they hold about them and provide it to them in accordance with applicable law. Any information found to be incorrect, will be corrected promptly.

# Travel Accident Insurance (Royal Bank of Scotland **one**card Standard 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

Royal Bank of Scotland onecard Standard Travel Accident Insurance is provided with your onecard Standard at no extra cost.

# Your Policy Summary



#### Pre-requirement for cover to apply

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

This summary does not contain the full Terms and Conditions of cover. These are set out in the Policy Document. Travel Accident Insurance is underwritten by ACE European Group Limited, Registered in England Number 1112892. Head Office: **100 Leadenhall Street**, **London EC3A 3BP**, www.aceeuropeangroup.com which is authorised and regulated by the Financial Services Authority, registration number FRN202803. Full details can be found on the FSA's Register by visiting www.fsa.gov.uk/register or by contacting the FSA on **0845 606 1234**.

#### Significant Features and Benefits

ACE will pay up to a maximum benefit of £25,000 for Accidental death; Loss of Limb; Loss of Sight; or Permanent Total Disablement (all as defined in the Travel Accident Policy Document for you) and up to three business colleagues or business associates who are travelling with you on a Journey\*. when the fares and travel costs relating to a Journey\* are charged to your RBS **one**card. This benefit is increased to £100,000 whilst travelling on licensed public transport or in a hired car, where the cost of the fare has been paid in part or full with the The Royal Bank of Scotland **one**card.

\* Journey – business travel a) outside the United Kingdom (or the Insured Person's normal country of residence if different) 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 – commencing from the time of departure from home or place of business, until return thereto, subject to a maximum duration of 90 consecutive days for any one trip.

#### **Duration of Cover**

Cover begins as soon as, the Employing Company's application for the **one**card has been accepted by The Royal Bank of Scotland. Cover continues automatically as long as:

- i. the Employing Company maintains the one card account;
- ii. the one card cardholder remains an employee of the Company; and
- iii. the insurance continues to be placed with ACE.

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 Cardholder should review it periodically to ensure that cover remains adequate.

#### Main Exclusions

See General Exclusions in the Policy Document for the full list of exclusions:

- being under the influence of intoxicating liquor or drugs;
- · Sickness or disease not directly resulting from Bodily Injury;
- Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause;
- Post Traumatic Stress Disorder or any psychological or psychiatric condition;
- any pre-existing physical defect or infirmity;
- Intentional self-injury or suicide;
- engaging in any form of Aerial Pursuits or aviation as a pilot or crew member;
- active service in the armed forces;
- War.

#### Cancellation

The Employing Company may cancel this insurance at any time by contacting ACE's Customer Service Team on 0800 169 2431.

#### How to Claim

If a claim needs to be made, Claims Service Team, ACE Service Centre 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:	200 Broomielaw, Glasgow G1 4RU
Telephone:	0845 841 0059 (Within UK only)
International:	+44 (0)141 285 2999
Facsimile:	+44 (0)141 285 2901
E-mail:	ah.ukclaims@acegroup.com

#### Law and Language

All claims and matters arising out of this cover will be governed by the law of England and Wales. English courts will deal with any disputes. All communications will be in English unless otherwise stated.

#### Complaints

Any complaint should in the first instance be addressed to ACE's Customer Service Manager: Postal Address: 200 Broomielaw, Glasgow G1 4RU

Telephone:	0800 169 2431 (Within UK only)
International:	+ 44 (0) 141 285 2901
Facsimile:	01293 597 322
E-mail:	A&Hcustserv.complaints@acegroup.com
quating the Insured F	laroon'a name, address and card datails

quoting the Insured Person's name, address and card details.

ACE are a member of the Financial Ombudsman Service (FOS), who may be approached for assistance, if you are not satisfied with ACE's response. Contact details are given below. A leaflet explaining its procedure is available on request.

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

Telephone: 0845 080 1800 Fax: 020 7964 1001

Website: www.financial-ombudsman.org.uk

### Financial Services Compensation Scheme

ACE 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 ACE is no longer able meet its liabilities you may be entitled to compensation under the scheme. Their contact details are Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN. Telephone: 0800 678 1100 or 0207 741 4100. Fax: 020 7892 7301.

# Travel Accident Insurance (standard **one**card only) Your Policy

#### **Insurance Agreement**

The Insured Person and ACE\* agree that ACE 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.

Andrew Kendrick Chairman and CEO ACE European Group Limited

\*ACE shall mean ACE European Group Limited

Registered in England Number 1112892, **Head Office 100 Leadenhall Street, London EC3A 3BP**, www.aceeuropeangroup.com which is authorised and regulated by the Financial Services Authority, registration number FRN202803. Full details can be found on the FSA's Register by visiting http://www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

#### **Travel Accident Insurance**

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

- i) the Employing Company maintains the Card account;
- ii) the Card Holder remains an employee of the Company; and
- iii) the insurance continues to be placed with ACE.

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 Card Holder should review it periodically to ensure that cover remains adequate.

If during a Journey and whilst the Policy is in force an Accident occurs and causes Bodily Injury to an Insured Person ACE 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 known by the Insured Person to be in existence at the time of sustaining Bodily Injury will be taken into account by ACE in assessing whether benefits are payable.

#### Schedule of Benefits

	Basic Benefit	Enhanced Benefit
Death	GBP25,000	GBP100,000
Loss of limb	GBP25,000	GBP100,000
Loss of sight	GBP25,000	GBP100,000
Permanent total disablement	GBP25,000	GBP100,000

#### Pre-requirement for cover to apply

The Employing Company must have it's registered or business address in the United Kingdom, Republic of 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, Republic of 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.
- 4. **Card** shall mean the card produced by the Card Issuer in connection with the standard **one**card account provided to the Card Holder by the Employing Company.
- 5. Card Issuer shall mean The Royal Bank of Scotland.
- Card Holder shall mean an Insured Person being an employee of the Employing Company who has been provided with the Card.
- 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 Issuer whose application for a Card account has been accepted by the Card Issuer and whose employees have been provided with Cards.
- 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 Card Holder.
  - ii. up to three business colleagues or business associates of the Employing Company who are travelling with the Card Holder.
- Journey shall mean any trip in connection with the business of the Employing Company undertaken by an Insured Person

- 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 Card 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 Card 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.
- 14. Licensed Public Transport shall mean an air, land or water vehicle 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 ACE is satisfied that the condition is permanent and without expectation of recovery.
- 17. **Permanent Total Disablement** shall mean disablement which has lasted for at least twelve months and which in the opinion of ACE is beyond hope of recovery and shall in all probability continue for the remainder of the Insured Person's life and result in their inability to perform or give attention to gainful occupation of any and every kind.
- 18. **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) for which all of the fare or the cost of the car hire has been charged to the Card Holder's Card.
- 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 ACE
- 20. United Kingdom shall mean England, Scotland, Wales and Northern Ireland.
- 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.

- ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense incurred whilst an Insured Person is under the influence of intoxicating liquor or drugs other than drugs taken in accordance with treatment prescribed and directed by a Qualified Medical Practitioner but not for the treatment of drug addiction.
- 2. ACE shall not be liable:
  - a. for sickness or disease not directly resulting from Bodily Injury.
  - b. for disabilities arising from
  - i. Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause.
  - ii. Post Traumatic Stress Disorder or any psychological or psychiatric condition.
- 3. ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense Due To:
  - a. any pre-existing physical defect or infirmity which existed at or prior to the date of entry of an Insured Person into this insurance.

- b. 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.
- c. the Insured Person engaging in racing, motor rallies and competitions, professional sports, mountaineering or rock climbing requiring the use of ropes or quides 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.
- 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.

#### 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 ACE.

#### Exposure

If an Insured Person suffers Bodily Injury as a result of unavoidable exposure to the elements ACE 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 ACE's Customer Services Team on 0800 169 2431 and cover for all Card Holders shall cease from the day ACE receives such notice. The Employing Company is responsible for informing all Card Holders of such cancellation.
  - ACE may cancel the insurance in respect of any individual Insured Person or the Employing Company by sending 30 days' notice to the Employing Company's last known address.
- 3. No sum payable under this Policy shall carry interest unless payment has been unreasonably delayed by ACE following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by ACE, it will be calculated 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 ACE reserves the right not to pay a Claim.
- 5. It is hereby agreed between ACE 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 Issuer and ACE when applying for the Card 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 full and accurate. Please note that if the Employing Company or Insured Person fails to disclose any material information to ACE this could invalidate the insurance cover and could mean that part or all of a Claim may not be paid.
- 7. The Employing Company, the Insured Person and ACE 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 ACE 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.
- This Policy will be voidable in the event of misrepresentation, misdescription or nondisclosure of any material particular by or on behalf of the Insured Person.
- The benefits under this Policy may not be assigned by the Insured Person. ACE 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.
- 10. ACE is required to notify the Insured Person that other taxes or costs may exist which are not imposed by ACE.
- ACE 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**

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

 Postal Address:
 200 Broo

 Telephone:
 0800 169

 International:
 +44 (0)1

 Facsimile:
 +44 (0)1

 E-mail:
 ah.ukclai

#### 200 Broomielaw, Glasgow G1 4RU 0800 169 2431 (Within UK only) +44 (0)141 285 2999 +44 (0)141 285 2901 ah.ukclaims@acegroup.com

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

- The Insured Person shall at their own expense furnish to ACE such certificates, information and evidence as ACE may from time to time reasonably require in the form prescribed by ACE. ACE shall be allowed at its own expense, upon reasonable notice to 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 ACE 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 ACE 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.
- ACE will pay the Benefit Amount for Accidental death to the estate of the deceased Insured Person and the receipt given to ACE by the Personal Representatives shall be a full discharge of liability by ACE in respect of the Claim for such Benefit Amount.

#### **Complaints Procedures**

Any complaint should in the first instance be addressed to ACE's Customer Service Manager:

Postal Address:	200 Broomielaw, Glasgow G1 4RU
Telephone:	0800 169 2431 (Within UK only)
International:	+44 (0)141 285 2999
Facsimile:	01293 597 322
E-mail:	A&Hcustserv.complaints@acegroup.com

quoting the Insured Person's name, address and card details.

ACE is a member of the Financial Ombudsman Service (FOS). The FOS may be approached for assistance if still dissatisfied with the response. Its contact details are: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR Tel: 0845 080 1800 Fax: 020 7964 1001

#### Email: enquiries@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

A leaflet explaining its procedure is available on request.

The existence of these complaint procedures does not reduce an Insured Person's Statutory Rights relating to this Policy. For further information about Statutory Rights an Insured Person should contact the Office of Fair Trading or Citizens' Advice Bureau.

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

In the unlikely event that ACE 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, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

Telephone: 0800 678 1100 or 0207 741 4100.

#### Data Protection/Privacy

- ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to it.
- 2. ACE is part of the ACE Group of companies. It and the group companies will use information given together with other information for the administration of this Policy, the handling of claims and the provision of customer services. The information may also be disclosed to ACE's service providers and agents for these purposes. It may be disclosed to the Insured Person's agents, where appointed. It may also be used for the purposes of fraud prevention including passing details to other insurers and regulatory bodies.
- 3. Where the Insured Person has provided information about another person in connection with the purchase and performance of this insurance Policy, ACE will assume they have appointed the Insured Person to act for them, that they have consented to the processing of their personal data, including sensitive personal data and they have consented to the transfer of their information abroad.
- ACE (or reputable organisations selected by them) may monitor and/or record communication to ACE, to ensure consistent servicing levels and account operation.
- 5. ACE will keep information about the Insured Person only for so long as it is appropriate. In accordance with an individual's Subject Access rights, when asked, ACE will tell any Insured Person what information they hold about them and provide it to them in accordance with applicable law. Any information found to be incorrect, will be corrected promptly.

# The Royal Bank of Scotland **one**card (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

Royal Bank of Scotland onecard Corporate Liability Waiver Insurance is provided with your onecard at no extra cost.

# Your Policy Summary



This document provides a summary only of the benefits and limitations of

The Royal Bank of Scotland one card Liability Waiver Insurance provided to companies that have established a Commercial Card account with The Roval Bank of Scotland plc. It has been prepared in accordance with format requirements prescribed by the FSA. 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 Royal Bank of Scotland one card, the insurance automatically protects The Royal Bank of Scotland 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 [The Royal Bank of Scotland Group] and you by liability waiver. The policy contains a cancellation clause which can result in the termination of the cover to The Royal Bank of Scotland plc in 90 days. Should a cancellation notice be issued to The Royal Bank of Scotland Group 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

#### The Royal Bank of Scotland plc. Commercial Cards Division. Cards Customer Services. P0 B0X 5747. Southend-on-Sea SS1 9AJ.

Telephone: 0870 154 1234. 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 Department, Lloyd's, One Lime Street, London EC3M 7HA. Telephone: 020 7327 5693. Fax: 020 7327 5225. email: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.

# The Royal Bank of Scotland **one**card (MasterCard) Corporate Liability Waiver Insurance

# Your Policy Document

# Policy or Certificate

No: L60705812.

The name of the Policy Holder: The Royal Bank of Scotland plc. The risk, interest, location and sum insured hereunder.

#### The Royal Bank of Scotland 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 the Royal Bank of Scotland plc. Cover continues automatically as long as: i) the employing company maintains the RBS one card account; ii) the one card cardholder remains an employee of the Employing company; and iii) the insurance continues to be placed with Lloyds of London.

#### Definitions

- 1. Cards covered hereunder shall mean The Royal Bank of Scotland 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:

- is also employed by the Company under a contract of service; and i.
- 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.
- Termination Date shall mean the date on which:
  - 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.

Attaching to and forming part of Policy No: L60405808.

#### The Underwriters will indemnify

The Royal Bank of Scotland 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 Royal Bank of Scotland 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:

- 1. Against loss of Waivable Charges due to the Bank or for which they are legally responsible caused by any act of Theft committed during the Period of Insurance by any Cardholder.
- 2. For auditors fees incurred with the Underwriters consent solely to substantiate the amount of the claim provided that:
  - i. the Underwriters total liability in respect of any one claim caused by any one Cardholder shall not exceed the Limit of Indemnity applicable to that Cardholder where one claim shall mean all acts of Theft within the Period of Insurance committed by one Cardholder or two or more Cardholders acting in collusion (meaning all circumstances where two or more Cardholders are concerned or implicated together or materially assist each other in committing the act of Theft);
  - ii. in the event that One Claim is caused by two or more Cardholders acting in collusion the Underwriters total liability shall not exceed a 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 Royal Bank of Scotland **one**card (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:

- 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;
- 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 Underwriters 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;
  - 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:
  - 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.
- 5. If any difference shall arise as to the amount to be paid under this Policy such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions in that behalf for the time being in force.
- 6. The insurance provided under this Policy shall not apply in respect of any loss caused by a Cardholder if the Company possesses knowledge of any act or acts of fraud or dishonesty committed by such Cardholder:
  - a. in the service of the Company or otherwise during the terms of employment by the Company;
  - b. prior to employment by the Company.

For the purposes of this Policy knowledge possessed by the Company means knowledge possessed by a Partner, Director, Elected or Appointed Officer who is aware of the employment of a person and that 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 Royal Bank of Scotland **one**card (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;
  - 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: Jardine Lloyd Thompson Limited, 6 Crutched Friars, London EC3N 2PH. Tel: 020 7528 4642, Email address: BCLW@jltgroup.com

#### Exclusions

The Underwriters shall not be liable for:

- 1. Loss of interest or consequential loss of any kind.
- Loss caused by any act of any Cardholder committed prior to the commencement date for that Cardholder.
- 3. Charges incurred to purchasing goods or services for the Company or for persons other than the Cardholder pursuant to the instructions of the Company or acquiescence thereto by the Company if those goods or services are of the type which are regularly purchased by or for the Company.
- 4. Charges incurred by a Cardholder after the discovery date of the loss by the Company or charges incurred beyond 14 days after the Bank receives a request to cancel the Cardholder's Royal Bank of Scotland **one**card (MasterCard) whichever is the earlier.
- 5. Cash advances, after Notification of Termination Date.

6. Cash advances which exceed  $\pounds 200$  per day or a maximum of  $\pounds 600$  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.

EDRE NMA 2802 (17/12/1997)

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

# RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE

(Approved by Lloyd's Underwriters' Non-Marine Association) This policy does not cover:

- (a) loss of destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature

Directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiations 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 explosive nuclear assembly or nuclear component thereof.

#### Minimum Standards of Control

#### **Obligation of the Company**

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

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

# The Royal Bank of Scotland **one**card Commercial Card Protection (optional)

#### Statement of Demands and Needs

If you do not have insurance cover, which (i) enables you to cancel all missing cards in one phone call; and/or (ii) covers costs incurred through the misuse of your card when they are lost or stolen; and/or (iii) provides emergency cash, this Commercial Card Protection Policy will meet your needs. You will not receive advice on whether this is suitable for your needs; you should make your own choice whether this is suitable.

#### Statement of Price

The Royal Bank of Scotland **one**card Commercial Card Protection Insurance is provided with your **one**card card programme for £50 per year and insures up to 15 commercial or personal cards. The Royal Bank of Scotland will not charge you a separate fee to arrange Commercial Card Protection insurance.

#### **Commercial Card Protection**

#### **Policy Summary**

This is a summary of cover only. Full terms and conditions are included in a policy pack sent on acceptance of your application. Terms are also provided at each policy renewal.

#### The Insurer

Commercial Card Protection is provided by Card Protection Plan Limited ("CPP"), which arranges cover with the insurer, ACE European Group Limited.

#### About Commercial Card Protection

Commercial Card Protection provides a loss reporting line so that missing cards are promptly cancelled. It covers against any unauthorised transactions that your card issuer holds you liable for if your cards are lost or stolen. You can also receive an emergency cash advance if all your cash is lost at the same time as your cards and you are stranded without any other access to money.

Policies are for one year. At the end of your policy term, you will receive a renewal notice but your policy will be renewed automatically and your premium will be collected unless you tell CPP beforehand that you do not want to renew.

To be eligible for cover, you must be over 18 and live either in the United Kingdom, Jersey, Guernsey or the Falkland Islands.

#### Principal features

Up to £20,000 per policyholder per year for unauthorised transactions your card issuer holds you liable for if your cards are lost or stolen.

Emergency cash (up to £3,000), hotel bill advance (up to £3,000) and replacement travel ticket advance (up to £5,000) available.

#### Conditions and Exclusions

These are the most important conditions and exclusions only. Full details of all conditions and exclusions are listed in the policy document. You should refer to this if you want to decide if there are other conditions and exclusions that may be important to you.

- Card loss must be reported to CPP within 24 hours of discovery (policy section A9).
- You must be away from home when your cards are lost or stolen to be eligible for replacement travel ticket and emergency cash advances (sections B5 and B4). Hotel bill payment only available if you are abroad when cards go missing (section B2).
- To be eligible for cash advances and payments, you must apply for these within 48 hours of notifying us of your card loss. Advances are subject to status and repayable within 28 days (sections B2, B4, B5).

#### Cancellation

You have a 21 day right to cancel from your policy start date and a 14 day right to cancel from your renewal date with a full payment refund. To cancel, please call 0844 848 2914. If you cancel outside these periods, you will not be entitled to a refund of the payment you have paid.

#### **Complaints and Claims**

If you are unhappy with your policy or if you need to make a claim, please telephone 0844 848 2914. If you remain unhappy following a complaint, you may be able to refer to the Financial Ombudsman Service (0845 080 1800). If you need to make a claim, we will tell you what to do and what documents you must send us.

#### **Consumer Protection**

CPP is a member of the Financial Services Compensation Scheme so you may be entitled to compensation if we cannot meet our obligations. Insurance advising and arranging is covered for 90% of the claim without any upper limit.

Terms and Conditions for Commercial Card Protection

# Your Card Protection policy is provided by the Insurer through Card Protection Plan Limited (CPP).

Please read this document carefully. It sets out:

- Your contract with CPP' the terms and conditions of your agreement with CPP for introducing you to the Insurer;
- 'Your policy with the Insurer' the terms and conditions of the insurance cover that the Insurer will provide to you; and
- 'General conditions of both contracts' which apply to your contracts with both CPP and the Insurer.



When you purchase or renew a Card Protection policy, CPP will collect a payment from you in advance. This payment comprises both the premium payable to the insurer of £1.70 (see 'Your policy with the Insurer') and the fee payable to CPP for its intermediary services (see 'Your contract with CPP'). The fee is the difference between the premium and the total amount you pay. Both the fee and the premium are inclusive of Insurance Premium Tax.

#### Your contract with CPP

For its fee, CPP will each year:

- i) act as intermediary by introducing you to the Insurer and its product;
- act as intermediary in connection with the making of your contract with the Insurer; and iii) collect payments due from you and pay the premium to the Insurer on your behalf.

While carrying out these activities, CPP must comply with English law and UK regulation. Please see the 'Governing law' and 'Who regulates us' sections for more details.

When you purchase or renew the Card Protection policy, you must pay CPP the fee set out above for introducing you to the Insurer for carrying out the activities listed above. The fee due may change from time to time but it will not change for this policy until the renewal date.

CPP's contract with you is fulfilled when you continue the policy at the end of the cooling off period and when CPP pays the premium to the Insurer. See the 'Cooling off periods' section for more details on your cancellation rights.

CPP's full company name is Card Protection Plan Limited (registered number 1490503) and the registered office address is Holgate Park, York YO26 4GA, United Kingdom.

#### Your policy

This section explains the terms and conditions of the cover that the Insurer will provide in return for your premium during the period of insurance. It also sets out all the conditions, limits of liability and exclusions that apply to your cover.

Your Card Protection policy is underwritten by the Insurer, ACE European Group Limited (ACE) whose main business is general insurance. ACE's registered number is 01112892 and its head office address is ACE Building, 100 Leadenhall Street, London EC3A 3BP, United Kingdom. The Insurer pays CPP a commission of 5p a year from the premium. All premiums paid in respect of your policy are deemed in law to have been paid to the Insurer when received by CPP from you.

All claims management and administration of this Card Protection policy is provided by CPP acting as agent for the Insurer. This means that when you contact CPP in connection with a claim or administrative matter, you are deemed to be making contact with the Insurer.

The Insurer must comply with English law and UK regulation. Please see the 'Governing law' and 'Who regulates us' sections for more details.

#### Definitions

£ – United Kingdom pound sterling.

 $\ensuremath{\textit{abroad}}\xspace - \ensuremath{\mathsf{In}}\xspace a$  a country other than the one in which you or your employees reside.

**card** – Your credit, charge, cash, cheque, debit, pre-paid, contactless, store and other cards issued to your employees by you as shown in the schedule or reported to us before or at the time you report a card loss.

 $\ensuremath{\textit{card}}$  loss – Loss by you or theft from you or your employees of a card during the period of insurance.

claim - Any claim you make under this policy.

communication costs – The cost of a phone call, fax or letter.

**cover** – The benefits available to you or your employees under this policy.

**CPP** – Card Protection Plan Limited (registered number 1490503) whose Registered Office is Holgate Park, York Y026 4GA.

home - The main residence of you or your employees.

**Insurer** – ACE European Group Limited (registered number 01112892) whose Registered Office is at ACE Building, 100 Leadenhall Street, London EC3A 3BP.

issuer - The issuers of the cards.

key tag - The key tag supplied to you and each registered policyholder.

main policyholder - The person you have told us is responsible for this policy.

paycard - The card from which your payment will be collected.

payment - The total amount you pay for the contracts.

**period of insurance** – The period of insurance starting on the start date and including any future periods for which you make a renewal payment.

policy – These terms and conditions of your insurance contract with the insurer and Certificate of Insurance, and any changes we may agree with you to such documents from

time to time.

**policyholder** – The main policyholder and each person registered with us in order to benefit from this policy.

 $premium-\pounds1.70$  a year including Insurance Premium Tax or any other amount we agree with you from time to time.

renewal date – The renewal date shown in the Certificate of Insurance which we send you or which we tell you about at any other time.

**schedule** – The schedule we send to you from time to time, including information provided by you such as card numbers, mobile phone details and personal details.

start date – The start date shown in your Certificate of Insurance which we send you. unauthorised use – Use of the card by someone else other than you or your employees following card loss.

United Kingdom - England, Scotland, Wales and Northern Ireland.

we, us, our - The Insurer.

year – A period of 12 consecutive months beginning on the start date or the renewal date, as applicable.

you, your - The main policyholder.

## A: Insurance policy conditions, exclusions and limits

#### A1: Conditions

- You and your employees must provide us with full and accurate information in connection with your cover, including changes to you or your employees' personal details;
- 2) You and your employees should take reasonable precautions to protect yourself and themselves against loss or theft of personal property including, but not limited to, cash; but this condition shall not apply to any claims you may have under Section B1 Card cover;
- You and your employees must provide all the documents requested, including original receipts (not copies) for any expenses claimed under this policy;
- You and your employees must be over the age of 18 years old and live in the United Kingdom, Isle of Man, Jersey, Guernsey or the Falkland Islands;
- 5) You or your employees may not make a claim unless you have paid for the policy;
- You and your employees must make claims and report losses of items within the timescales specified in these terms and conditions.

#### A2: Exclusions and limitations

- Every effort will be made to provide you with emergency funds in line with the terms and conditions set out in sections B2, B4 and B5 of this policy. However, there may be times when it is not possible to arrange the transfer of funds to some countries or remote geographical locations due to events or conditions that are out of our control, for which we cannot be held liable.
- 2) Expenses not supported by valid original receipts may not be covered.

#### A3: Length of policy and premiums

- This policy provides cover that begins on the start date shown in your welcome pack and which continues for the period up to the renewal date in return for your premium. We will renew the policy on the renewal date unless you contact us before that date and ask us not to.
- The premium due may change from time to time but it will not change for this policy until the next renewal date.
- 3) CPP will collect the premium (together with its fee) from a card or account which the main policyholder has told us to use. If you no longer want your policy to cover this card, CPP will collect payments from any other card registered for the main policyholder.

#### A4: Cancelling this policy

- You have a right to cancel your contracts within 21 days of your start date or 14 days of your renewal date. If you exercise this right to cancel then your contracts will be cancelled immediately and any payments you have made refunded.
- If you cancel your policy outside the cooling off periods shown above, you will not be entitled to a refund.
- 3) We will cancel your policy if you do not pay on the date it is due the amount payable for the policy comprising both the premium payable to us and the fee due to CPP.
- 4) We will cancel your policy, and you will not be entitled to a refund, if you have at any time:
- (a) given us false or incomplete information;
- (b) agreed to help anyone try to take money from us or CPP dishonestly; or
- (c) failed to meet the terms and conditions of this policy or to act openly and honestly towards us or CPP.

#### A5: Other insurance

If there is any other insurance which covers any of the benefits set out in this policy, you must tell us about this when you make a claim. We will not pay more than our share of any claim covered by other insurance.

#### A6: Dishonest claims

If you or your employees make a claim which is in any way dishonest, we will refuse to pay any benefit. If we pay any benefit and later discover that a claim was dishonest, we will take steps to get the money back.

#### A7: Waiver of terms and conditions

If we choose not to enforce a term or condition of this policy at a particular time, this will not prevent us from relying on that term or condition in the future.

#### A8: Who is covered

Policies are designed to cover the main policyholder and the main policyholder's employees. We cover both business and personal cards up to a maximum of 15 cards. The main policyholder and registered cardholders are entitled to the same benefits. All of the people covered agree that we can release their details to the other policyholders.

The policy covers cards held by the policyholder(s).

We may communicate with any policyholder, and ask their permission, on behalf of the other policyholders, to:

- register cards and valuable documents onto a policy;
- report a lost card;
- · make contact with the card issuers; or
- process a claim

However, we need permission from the main policyholder to amend the main policyholder's personal details, report a change of address, change the payment details, and to cancel the policy or change its term.

We can only change the marketing permissions with the consent of the individual concerned.

#### A9: Claims and loss reporting

If your cards are lost or stolen, you must report the incident to us within 2 hours of discovery. If you cancel your cards directly with your card issuer, we may need evidence of this communication before we pay a claim under section B1.

If you or your employees need to report lost or stolen cards or make a claim on your policy, please call us any time on the telephone number in your welcome pack. You will be sent a claim form to fill in. All claims and supporting documents must be received within six months of the date of card loss. Please remember to include all the documents asked for, including original receipts (not copies) for any expenses claimed for. If you do not, we will not be able to process your claim until these are received. When all documents have been received, we aim to process claims within 14 days. If you are unhappy with the decision, you have the right to appeal. You must do this within 90 days of the claim decision. If you would like to appeal, please write to:

# The Appeals Team, Card Protection Plan Limited, Holgate Park, York Y026 4GA

Please note that when processing and settling claims and appeals, CPP does so as agent for the Insurer and not as agent for any policyholder. Accordingly, any amount due to you in settlement of a claim is not deemed in law to have been paid out until received by you.

#### B: Cover and benefits

#### B1: Card cover

If you lose your card or it is stolen:

- a. We will reimburse you for the amount of any unauthorised transaction arising from use of a lost or stolen card which your card issuer holds you liable to pay.
- b. We will also cover any amount which you have to pay for a replacement card.
- c. When you report a card loss to us, we will contact the card issuer and ask them to cancel the card and provide a replacement.

We will not pay:

- more than £20,000 per policyholder per year;
- any courier costs associated with delivering an emergency replacement card to you.

#### B2: Paying emergency hotel bills

We will pay your hotel bills up to £3,000 per claim if:

- a. you lose your card whilst abroad and report the loss to us; and
- b. you do not have any other way of paying the bill.
- You must ask us to pay the hotel bill within 48 hours of the time you call us to report the card loss.
- You must agree to us contacting a registered credit reference agency to check your credit status before we pay the bill. If we are not satisfied with the result of that check, we may refuse to advance you any money.
- We will pay the hotel bill direct to the hotel. You must then repay the full amount of the hotel bill to us within 28 days.

#### **B3: Replacement cash**

We will pay the face value of any cash or banknotes which are lost by or stolen at the same time as the card whilst you are abroad.

#### We will not pay anything unless:

- (a) you have reported the loss to the police local to where the incident occurred as soon as possible; and
- (b) you have written evidence from the police of making a report (if this evidence is not available, we must be satisfied that you reported the matter).
- You must provide original documents to prove that you had the cash or banknotes immediately before the loss or theft. For example, ATM receipts, bank statements, Bureau de Change receipts.
- We will not pay more than £200 for all claims under this section in each year.

#### B4: Emergency cash

We will advance you cash up to £3,000 per claim to cover basic living expenses if:

- 1. you are away from home; and
- 2. you have no other way of getting credit or funds.
- You must ask us for the emergency advance within 48 hours of the time when you call
  us to report the card loss.
- You must agree to us contacting a registered credit reference agency to check your credit status before cash is provided. If we are not satisfied with the result of that check, we may refuse to advance you any money.
- You must repay us in full within 28 days.

#### **B5: Replacement travel tickets**

We will advance you up to  $\pounds 5,000$  per claim to replace travel tickets so that you can return to your home if:

- 1. your travel tickets have been lost or stolen from somewhere other than your home at the same time as the card;
- 2. you are away from home on business at the time of card loss; and
- 3. you ask us for replacement travel tickets within 48 hours of the time when you call us to report the card loss.
- You must agree to us contacting a registered credit reference agency to check your credit status before cash is provided. If we are not satisfied with the result of that check, we may refuse to advance you any money.
- You must repay us in full within 28 days.

#### **B6: Communication costs**

We will pay any communication costs that you have to pay when you report a card loss to us, to the police and to any other insurer.

- You must provide original documentary evidence to support your claim (for example, telephone bills or receipts).
- We will not pay more than £100 for all claims under this section in each year in respect
  of card loss.

#### **B7: Protective registration**

If you tell us you have lost personal documents at the same time as the card, we will register your personal details with CIFAS to reduce the risk of your identity being used unlawfully to obtain credit or funds or other products or services. CIFAS is a not-for-profit membership organisation dedicated solely to the prevention of financial crime in the United Kingdom.

#### B8: Lost keys

We will provide you with key tags so that anyone who finds your keys can contact us. If your keys are lost or stolen, we will:

a. pay phone or postage costs for anyone who finds them to return them to us; and b. let you know where your keys are or return them.

#### General conditions of both contracts

#### Cooling off periods

Remember that you have a right to cancel your contracts. If you decide to cancel within 21 days of your start date or 14 days of your renewal date, please call CPP on the telephone number in your welcome pack or write to CPP at the address below. Your contracts will be cancelled immediately and any payment you have made refunded.

#### General information

You should review your policy periodically to make sure it remains adequate for your needs.

You may have to pay other taxes or costs that are outside our contract with you.

#### Complaints

If at any time you have a problem with your contracts, please call CPP on the telephone number in your welcome pack. Or you can write to the Complaints Manager at:

Card Protection Plan Limited, PO Box 353, York, YO26 4GA.

We will do our best to answer your query within five working days. If no reply has been sent by then, you will be sent an acknowledgement letter to keep you informed of progress.

If you are not happy with our reply, you can take the matter to:

The Financial Ombudsman Service, Insurance Division South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Please note that the Ombudsman will not be able to help unless you have first taken your complaint to CPP and your subsequent appeal is made within 6 months of our final reply.

The existence of these complaint procedures does not reduce your statutory rights relating to this policy. For further information about your statutory rights, contact the Office of Fair Trading or Citizens Advice Bureau.

#### Governing law

These contracts are governed by and must be interpreted in accordance with the laws of England and Wales, unless you live in Scotland (in which case Scottish law will apply) or unless you and the Insurer agree otherwise. You, the Insurer and CPP agree that policy terms and all other communications will be issued in English.

#### Who regulates us

CPP (Firm Reference Number 311489) and the Insurer (Firm Reference Number 202803) are authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's register by visiting the FSA website www.fsa.gov.uk or by contacting the FSA on 0300 500 5000.

#### Consumer protection

CPP and the Insurer are covered by the Financial Services Compensation Scheme so you may be entitled to compensation if we cannot meet our obligations. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS. Contact them at www.fscs. org.uk or call them on 0207 892 7300.

#### Recording calls

CPP records all phone calls from policyholders and other consumers. This is to:

- Provide a record of the instructions received from you;
- Monitor quality standards;
- · Help us with staff training; and
- · Meet legal and regulatory requirements.

#### Special needs

We are committed to meeting the needs of all our policyholders, including those with special needs. Letters and other documents are all available on request in Braille or large text or on audio tape. Hearing and speech-impaired policyholders who wish to speak to us and have a textphone available can do so by using the RNID's Typetalk Relay service. This is available 24 hours a day, seven days a week and allows our customers who find this convenient to contact us via a Typetalk Operator who will relay instructions and other requests verbally to our call centre staff. Please note that to use Typetalk Relay, you must have or be able to get access to a textphone. If so, just dial 18001 and then dial CPP's number; once the call is connected, a Typetalk Operator will join the call to relay your message. Our responses will then appear as text on your textphone. For Typetalk, please call 18001 0844 848 2914. For all other services, including requests for Braille, large print or audio versions of any of our documents, please call 0844 848 2914, in all cases, we'll be happy to help.

#### Data protection notice - your personal details

The information you provide will be used by us to:

- manage your card protection policy and provide the benefits described in these terms and conditions;
- · collect payments when due; and
- process any claim you make in connection with lost or stolen cards.

We will collect the payment from the card or account that the main policyholder has identified as the pay card or paying account. Following a loss report, or if a payment is rejected from your paycard, payments will be collected from any other card you have registered on your policy.

We will record your information on relevant databases and registered for the purposes of crime prevention and detection. If you make a claim, we may record your information on relevant insurance industry databases and registers for future claims administration and further fraud prevention and detection purposes, and may share your information with other insurers and fraud prevention agencies to prevent fraudulent claims.

If you report a lost card to us, your name and address and the details of the card will be passed to the card issuer so that they can cancel it and provide a replacement.

We may ask your card issuers for details of changes in your address and other personal and financial details so that CPP can be updated. This may include, but is not limited to, asking for updated or new card numbers or bank account details and for information about changes to any personal contact details (e.g. telephone, mobile phone or fax numbers or email addresses).

If you report the loss of important documents, such as your passport or driving licence, we will, with your consent, pass your name and address and your date of birth to CIFAS for the purposes of fraud prevention in the UK. CIFAS and other organisations may access and use this information to prevent fraud and money laundering, for example when:

- · checking details on applications for credit and credit related accounts or other facilities;
- · managing credit and credit related accounts or facilities;
- · recovering debt;
- · checking details on proposals and claims for all types of insurance; and
- · checking details of job applications and employees.

Please also note the following:

- If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- · Law enforcement agencies may access and use the information.
- CIFAS and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- The fraud prevention agencies that may process your information are Callcredit (phone: 0870 060 1414), Equifax (phone: 0870 010 0583), Experian (phone: 0800 656 9000), Synectic Solutions and EDA.

To help assess whether you qualify for emergency financial help, we will check your credit rating with a credit-reference agency who will keep a record of this enquiry. Other organisations using the agency may then use this information for credit assessments or to trace debtors and prevent fraud.

CPP, its business partners and other companies within the CPP group of companies may also use your personal information to contact you about goods and services that might interest you or invite you to take part in market research surveys. You may be contacted for these marketing or research purposes either by post or landline phone, or, if you have agreed, by mobile phone and e-mail. If you would prefer this not to happen, please let us know when you call to register your card, or call us at any time if you change your mind. You can also obtain details of the companies within the CPP group of companies who may use your personal information by writing to the Compliance manager at the address shown below.

To avoid contacting you unnecessarily about products you may already have, we will compare your details with information on files prepared by our business partners. When we do this we may need to tell your card issuers that you have a policy with us and disclose enough personal data to enable your card issuers to identify you on these files.

By taking out the policy you consent that for the better performance of this contract we may transfer your data outside the European Economic Area.

You have a right to see all the information we hold about you. If you would like to see this information, please write to:

The Compliance Manager, Card Protection Plan Limited Holgate Park, York Y026 4GA.

Please note there will be a separate administration charge for this service.