

# OneCard Your Insurance Policies

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.

Help for what matters

 Ulster Bank

**Please note:**

1. The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you.
2. For our **OneCard** programmes we offer insurance products from Chubb European Group SE and certain underwriters at Lloyd's of London.
3. You will not receive advice or a recommendation from us in respect of any of the insurances detailed in this booklet. You will need to make your own choice on how to proceed.
4. You will not have to pay a fee for our services in respect of any of the insurances detailed in this booklet.
5. Ulster Bank Limited, 11-16 Donegall Square East, Belfast BT1 5UB is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Registration Number is 122315. Our permitted business includes arranging non-investment insurance. You can check this on the Financial Services Register by visiting the FCA's website [register.fca.org.uk](http://register.fca.org.uk) or by contacting the FCA on 0800 111 6768.
6. The Royal Bank of Scotland Group plc, which is a parent undertaking of various insurance companies in the Royal Bank of Scotland Group also, indirectly, wholly owns and controls Ulster Bank Limited.
7. If you wish to register a complaint, please contact us: In writing: Ulster Bank Commercial Cards, PO Box 244, Belfast BT2 7AY. By phone: 0345 300 7295\* (Minicom 0370 154 1192). 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 (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

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 0345 300 7295\*.

Calls may be recorded. Call charges from residential lines, business lines and mobiles vary and depend on your telephone operator's tariffs.

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- At no extra cost, this insurance covers you and your Corporate Cardholders when you pay for your business travel using your Corporate Card.
- You are now covered for this insurance.

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### **Corporate Liability Waiver**

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- At no extra cost, this insurance covers the misuse of any additional cards you may request for your business, including up to £600 in cash.
- You are now covered for this insurance.

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# Travel Accident Insurance

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

## Statement of Demands and Needs

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

## Statement of Price

Ulster Bank **OneCard** Travel Accident Insurance is provided with your **OneCard** at no extra cost.

### **Pre-requirement for cover to apply**

The Employing Company must have its registered or business address in the United Kingdom at the commencement date and throughout the duration of the policy. The Insured Person must be resident in the United Kingdom at the commencement date and throughout the duration of the policy.

## Your Policy Summary

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

### **Duration**

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

### **Cancellation**

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

## Significant Features and Benefits

See pages 10 to 12 of the policy wording for full details of cover Benefits for Bodily Injury as a result of an Accident while you are on a Journey.

	Basic Benefit	Enhanced Benefit*
<b>Death</b>	£25,000	£100,000
<b>Loss of Limb</b>	£25,000	£100,000
<b>Loss of Sight</b>	£25,000	£100,000
<b>Permanent Total Disablement</b>	£25,000	£100,000

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

## Significant Exclusions or Limitations

See General Exclusions on pages 12 to 13 of the Policy Wording.

Chubb will not be liable for:

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

## How to Claim

If a claim needs to be made Chubb's Claims Service Team needs to be notified within 60 days of the accident, or as soon as possible after that. Chubb will then ask for a claim form to be filled in to register the claim.

Chubb's contact details are:

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

Telephone: 0345 841 0059

International: +44 (0) 141 285 2999

Facsimile: +44 (0) 141 285 2901

E-mail: uk.claims@chubb.com

## Complaints Procedures

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

- (a) Ulster Bank,  
PO Box 244  
Belfast  
BT2 7AY  
Telephone: 0345 300 7295

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

- (b) The Customer Relations Department,  
Chubb,  
PO BOX 682,  
Winchester,  
SO23 5AG  
Telephone: 0800 519 8026  
E-mail: [customerrelations@chubb.com](mailto:customerrelations@chubb.com)
- (c) The Insured or Insured Person has the right to refer their complaint to the Financial Ombudsman Service (FOS) if they are dissatisfied with Chubb or Ulster Bank's final response. Their contact details are:  
Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Telephone: +44 (0) 800 023 4567 (calls are free from a UK landline or mobile) (Text Relay (18002) 020 7964 1000))  
+ 44 (0) 300 123 9 123 (calls to this number cost no more than calls to 01 and 02 numbers)  
E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

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

## Financial Services Compensation Scheme

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

- Financial Services Compensation Scheme,  
PO Box 300  
Mitcheldean  
GL17 1DY.  
Telephone: 0800 678 1100 or 020 7741 4100.  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)  
On-Line Form: [claims.fscs.org.uk/](http://claims.fscs.org.uk/)

# Travel Accident Insurance

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

## Your Policy

### Insurance Agreement

The **Insured Person** and Chubb\* agree that Chubb will, subject to the terms, Conditions, Provisions and Exclusions of this Policy. This Policy document contains the full terms and conditions of the policy, please check the document carefully to ensure that the cover provided meets your needs and the **Employing Company** must make a copy of this Policy document available to all employees.

\*Chubb European Group SE (CEG) is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. CEG has fully paid share capital of €896,176,662.

UK business address: 100 Leadenhall Street, London EC3A 3BP. Supervised by the French Prudential Supervision and Resolution Authority (4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09) and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. You can find details about the firm by searching 'Chubb European Group SE' online at <https://register.fca.org.uk/>.

**Dublin branch: Registered in Ireland, Number 904967.**

**5 George's Dock, I.F.S.C. Dublin 1, Ireland**, Chubb's conduct of business in Ireland is regulated by the Central Bank of Ireland.

### Eligibility

The **Employing Company** must have its registered or business address in the **United Kingdom**. All travellers must be residents of the **United Kingdom**. Cover does not apply to persons resident in other countries.

### Travel Accident Insurance

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

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

As this insurance may continue for more than a year the **Cardholder** should review it periodically to ensure that cover remains adequate.

Dates refer to Local Standard Time at the address of the Insured Person.

### **Pre-requirement for cover to apply**

The Employing Company must have its registered or business address in the United Kingdom at the commencement date and throughout the duration of the policy. The Insured Person must be resident in the United Kingdom at the commencement date and throughout the duration of the policy.

### **General Definitions**

**£** – shall mean **United Kingdom** pounds sterling.

**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**.

**Card** – shall mean the **Card** produced by the **Card Issuer** in connection with the **OneCard** account provided to the **Cardholder** by the **Employing Company**.

**Card Issuer** – shall mean Ulster Bank Limited.

**Cardholder** – shall mean 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 Policy.

**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**.

**Insured Persons** – shall mean:

- i. any **Cardholder**;
- ii. up to three business colleagues or business associates who are travelling with the **Cardholder**.

**Journey** – shall mean any trip undertaken by an **Insured Person**:

- i. outside the **United Kingdom** for which all travel costs have been charged to the **Card** of the **Insured Person** described;
- ii. within the **United Kingdom** 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.



**Licensed Public Transport** – shall mean an air, land or water vehicle operated under licence for the transportation of fare-paying passengers.

**Loss of Limb** – shall mean in respect of:

- i. an arm physical severance or total loss of use at or above the wrist joint; and
- ii. a leg physical severance or total loss of use above the level of the ankle (talo tibial joint).

**Loss of Sight** – shall be deemed to have occurred:

- i. 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;
- ii. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the **Insured Person** is only able to see at 3 feet that which they should normally be able to see at 60 feet) and Chubb is satisfied that the condition is permanent and without expectation of recovery.

**Permanent Total Disablement** shall mean disablement which has lasted for at least twelve months and which in the opinion of Chubb is beyond hope of recovery and shall in all probability continue for the remainder of the **Insured Person's life** and will prevent the **Insured Person** from engaging in or giving attention to business profession or occupation for which they are fitted by way of training, education, or experience for the remainder of their life.

**Public Transport** – shall mean whilst an **Insured Person** is mounting into, dismounting from or travelling in:

- i. any **Licensed Public Transport**;
- ii. 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 **Cardholder's Card**.

**Qualified Medical Practitioner** – shall mean a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice who is neither:

- a) an **Insured Person**; or
- b) a relative of an Insured Person unless approved by Chubb.

**United Kingdom** – shall mean England, Wales, Scotland and Northern Ireland

**War** – shall mean armed conflict between nations, invasion, act of foreign enemy, civil war, military, or usurped power.

**Winter Sports** – shall mean 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.

## Section 1 – Personal Injury

If during a Journey and whilst the Policy is in force an **Accident** occurs and causes **Bodily Injury** to an **Insured Person** Chubb will pay up to:

- the Basic Benefit; or
- If the **Accident** occurs whilst the **Insured Person** is using **Public Transport** – the Enhanced Benefit – shown in the Schedule of Benefits for:
  - **Death;**
  - **Loss of limb;**
  - **Loss of sight;**
  - **Permanent total disablement.**

The total Benefit Amount payable shall not exceed the maximum amount shown in the Schedule of Benefits for each **Insured Person** in respect of any one **Accident**. Any contributory degenerative condition or disability (as determined by a **Qualified Medical Practitioner**) in existence at the time of sustaining Bodily Injury will be taken into account by Chubb in assessing the level of benefit payable.

	Basic Benefit	Enhanced Benefit*
<b>Death</b>	£25,000	£100,000
<b>Loss of Limb</b>	£25,000	£100,000
<b>Loss of Sight</b>	£25,000	£100,000
<b>Permanent Total Disablement</b>	£25,000	£100,000

### Disappearance

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

### Exposure

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

## Section 2 – Chubb Assistance

### Chubb Assistance

**Chubb Assistance** is operated from a single dedicated telephone helpline in the United Kingdom, which is staffed by multi-lingual coordinators and is open 24 hours every day of the year. The dedicated **Chubb Assistance** telephone number is **+44 20 7173 7798** (for calls made from outside the United Kingdom); or **020 7173 7798** (for calls made from within the United Kingdom).

## Pre-Travel Advice

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

- for visa and entry permits;
- for 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.

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

## Travel Assistance during a Journey

In the event of an emergency during a **Journey** outside the **United Kingdom Chubb Assistance** will provide the following services – but will require reimbursement of any outlay made for such services:

**Loan of, and transfer to** the location of the **Insured Person** up to £250 in the event of theft or loss of money and/or credit cards. This service applies when access to normal financial/banking arrangements is not available locally and covers immediate emergency needs.

The **Insured Person** must authorise **Chubb Assistance** 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 **United Kingdom**.

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

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

**Medical Advice** – Over the telephone from the **United Kingdom** or help with locating local doctors, hospitals, clinics, and dentists when consultation or treatment is required.

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

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

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

**Homecall referral** – If the **Insured Person's** home suffers damage whilst the **Insured Person** is abroad, Chubb can arrange for an approved tradesman to effect repairs to the domestic plumbing or

drainage system, the domestic gas or electricity supply, the roofing, external locks, doors or windows or the fixed heating system. The **Insured Person** will be responsible for the payment of all charges associated with effecting the repair, including any call-out fee, and the Insured Person should make arrangements to pay the repairer at the time the work is carried out.

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

**Legal advice** – If the **Insured Person** requires legal advice when abroad, Chubb can arrange referral to a local English-speaking Lawyer, Embassy or Consulate. **Chubb Assistance** can arrange payment of reasonable emergency legal expenses or bail against the **Insured Person's** guarantee of repayment.

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

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

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

## The Premium

Travel Accident Insurance is an integral part of the Ulster Bank **OneCard** Programme. There is no separate charge for this insurance. It remains available while your Ulster Bank **OneCard** Programme is open. Ulster Bank shall pay a premium of £0.42 plus Insurance Premium Tax, per **card**, per year, for cards issued in Northern Ireland.

## General Exclusions

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

1. Chubb shall not be liable:
  - i. for sickness or disease not directly resulting from **Bodily Injury**;
  - ii. for 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.
2. Chubb 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 thereof 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 guides or **Winter Sports**;
  - d. the **Insured Person** engaging in any form of Aerial Pursuits or aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft;
  - e. the **Insured Person** being a full time member of the armed forces of any nation or international authority or a member of any Reserve Forces called out for Permanent Service;
  - f. **War** or any act of **War**, whether declared or not.
3. Chubb will not pay any claims which would result in Chubb being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America.
- You should contact Chubb's Customer Services Team on 0345 841 0056 for clarification of policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America. Applicable to US Persons only: policy cover for a Journey involving travel to/from/through Cuba will only be effective if the US Person's travel has been authorised by a general or specific licence from OFAC (US Treasury's Office of Foreign Asset Control). For any claim from a US Person relating to Cuba travel, Chubb will require verification from the US Person of such OFAC licence to be submitted with the claim. US Persons shall be deemed to include any individual wherever located who is a citizen or ordinarily resident in the United States (including Green Card Holders) as well as any corporation, partnership, association, or other organisation, wherever organised or doing business, that is owned or controlled by such persons.

### **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. a. The **Employing Company** may cancel this Policy at any time by contacting Chubb's Customer Service team on 0345 841 0056 and cover for all **Cardholders** shall cease from the day Chubb receives such notice. The **Employing Company** is responsible for informing all **Cardholders** of such cancellation.

- b. If Chubb no longer wishes to offer this Policy and needs to cancel this Policy, Chubb will write to the **Employing Company** at the current address Chubb has. The policy could be cancelled due to non-payment of premium or where we reasonably suspect fraud. Chubb will then cancel the Policy 30 days after the date of Chubb's letter. If Chubb cancels the Policy, Chubb will refund the premium paid by Ulster Bank to Ulster Bank provided neither the **Employing Company** or any **Insured Person** has made a **Claim** under the Policy.
3. No sum payable under this Policy shall carry interest unless payment has been unreasonably delayed by Chubb following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by Chubb, it will be calculated only from the date of final receipt of such certificates, information or evidence.
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 Chubb reserves the right not to pay a **Claim**.
5. It is hereby agreed between Chubb and the **Insured Person** that this Policy shall be exclusively governed and construed in accordance with the Law of the **United Kingdom** and the **United Kingdom** Courts alone shall have exclusive 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 Chubb when applying for the **Card** and throughout the life of this Policy. It is important that the **Employing Company** and the **Insured Person** 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 Chubb 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 Chubb agree that it is not intended for any third party to this contract to have the right to enforce the terms of this contract. The **Employing Company**, the **Insured Person** and Chubb can rescind or vary the terms of this contract without the consent of any third party to this contract, who might seek to assert that they have rights under Contracts (Right of Third parties) Act 1999.
8. Chubb is required to notify the **Insured Persons** that other taxes or costs may exist which are not imposed by Chubb.
9. Chubb reserve[s] the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons
10. The benefits under this Policy may not be assigned by the **Insured Person**. Chubb shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.

11. If the **Employing Company** or **Insured Person** makes a representation which was untrue or misleading and:
  - a. they knew it was, or did not care whether or not it was, untrue or misleading and knew that the information was, or did not care whether it was, relevant to Chubb then Chubb may have the option to void the Policy; or
  - b. they made it carelessly then Chubb may be able to avoid the Policy and return the Premium to Ulster Bank or increase the Premium depending upon the impact the information would have had on Chubb's decision to issue the Policy.

### **Claim Provisions**

1. If a claim needs to be made Chubb's Claims Service Team needs to be notified within 60 days of the accident, or as soon as possible after that. Chubb will then ask for a claim form to be filled in to register the claim.

Chubb's contact details are:

Claims Department, Postal address:

The Customer Relations Department,  
Chubb

PO Box 682,

Winchester,

SO23 5AG

Telephone: 0800 519 8026

E-mail: [customerrelations@chubb.com](mailto:customerrelations@chubb.com)

We recommend that you do not send financial or personal sensitive details via e-mail as it may not be secure whilst in the public domain.

2. The **Insured Person** shall at their own expense furnish to Chubb such certificates, information and evidence as Chubb may from time to time reasonably require in the form prescribed by Chubb. Chubb shall be allowed at its own expense, upon reasonable notice to request a medical examination of an **Insured Person** as appropriate.
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 Chubb shall be under no liability in respect of such **Claim**.
4. The **Insured Person** shall as soon as possible after the occurrence of any **Accidental Bodily Injury** obtain and follow the advice of a **Qualified Medical Practitioner** and Chubb shall not be liable for any consequences of the **Insured Person's** failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.
5. Chubb will pay the Benefit Amount for **Accidental death** to the estate of the deceased **Insured Person** and the receipt given to Chubb by the Personal Representatives shall be a full discharge of liability by Chubb in respect of the **Claim** for such Benefit Amount.

## Complaints Procedures

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

- (a) Ulster Bank,  
PO Box 244  
Belfast  
BT2 7AY  
Telephone: 0345 300 7295

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

- (b) The Customer Relations Department,  
Chubb  
PO Box 682,  
Winchester, SO23 5AG  
Telephone: 0800 519 8026  
E-mail: [customerrelations@chubb.com](mailto:customerrelations@chubb.com)
- (c) The Insured or Insured Person has the right to refer their complaint to the Financial Ombudsman Service (FOS) if they are dissatisfied with Chubb or Ulster Bank's final response. Their contact details are:  
  
Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Telephone: +44 (0) 800 023 4567 (calls are free from a UK landline or mobile)  
+ 44 (0) 300 123 9 123 (calls to this number cost no more than calls to 01 and 02 numbers)  
E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

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

## Financial Services Compensation Scheme

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

- Financial Services Compensation Scheme,  
PO Box 300  
Mitcheldean  
GL17 1DY  
Telephone: 0800 678 1100 or 020 7741 4100.  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)  
On-Line Form: <https://claims.fscs.org.uk/>

## Data Protection

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



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

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

The **Insured Person** has a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use personal information. For more information, Chubb strongly recommends the **Employing Company** and the **Insured Person** read its user-friendly Master Privacy Policy, available here:

<https://www2.chubb.com/uk-en/footer/privacy-policy.aspx>.

The **Employing Company** and the **Insured Person** can ask us for a paper copy of the Privacy Policy at any time, by contacting Chubb at <mailto:dataprotectionoffice.europe@chubb.com>.

# Ulster Bank OneCard (MasterCard) Corporate Liability Waiver Insurance

## 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

Ulster Bank **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 Ulster Bank **OneCard** Liability Waiver Insurance provided to companies that have established a Commercial Card account with Ulster Bank. It has been prepared in accordance with format requirements prescribed by the Financial Conduct Authority. The full terms and conditions of cover are set out in the Policy document in this booklet, and may be viewed on request. You are encouraged to read the Policy document(s) prior to policy commencement in order to understand fully all conditions and exclusions which relate to this cover. In the event of a cardholding employee of your company misusing their Ulster Bank **OneCard**, the insurance automatically protects Ulster Bank Limited 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 Royal Bank of Scotland Group and direct and indirect subsidiary companies and you by liability waiver. The policy contains a cancellation clause which can result in the termination of the cover to Ulster Bank in 90 days. Should a cancellation notice be issued to Ulster Bank Limited, 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 **Ulster Bank Limited, Commercial Cards Division, PO Box 244, Belfast BT2 7AY**. Telephone: **0370 300 7295**. If you are unable to resolve the situation and wish to make a complaint you can do so at any time by referring the matter to the Complaints Department (Lloyd's). Their address is **Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN**. Telephone: **020 7327 5693**. Fax: **020 7327 5225**. E-mail: **complaints@lloyds.com**. Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. You may be entitled to compensation from the Financial Services Compensation Scheme should the underwriters be unable to meet their liabilities under this policy.

# Ulster Bank OneCard (MasterCard) Corporate Liability Waiver Insurance

## Your Policy Document

The name of the Assured

Royal Bank of Scotland Group (The Royal Bank of Scotland Group comprises The Royal Bank of Scotland plc and

- a. any company that is from time to time
  - (i) a holding company,
  - (ii) a subsidiary or
  - (iii) a subsidiary of a holding company, of The Royal Bank of Scotland plc; and
- b. any RBS Additional Authorised Business.

The risk, interest, location and sum insured hereunder.

**Ulster Bank 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 **OneCard** account has been accepted by Ulster Bank. Cover continues automatically as long as: i) the employing company maintains the Ulster Bank **OneCard** account; ii) the **OneCard** cardholder remains an employee of the Employing company; and iii) the insurance continues to be placed with Lloyd's of London.

### Definitions

1. **Cards** – covered hereunder shall mean Ulster Bank **OneCard** (MasterCard).
2. **Cardholder** – shall mean any person authorised by the Company to use the **OneCard** cards for Company business only who are either:
  - a. under a contract of/for service or apprenticeship with the Company; or
  - b. undergoing training under any government approved training scheme under the control of the Company in connection with the business. Subject always to the Cardholder having reached the age of eighteen. The term Cardholder shall include a director of the Company if such person:

- i. is also employed by the Company under a contract of service; and
  - ii. controls no more than 5% of the issued share capital of the Company or of any subsidiary of the Company.
- 3. **Waiver date** – shall mean the discovery date of the loss by the Company.
- 4. **Underwriters** – shall mean certain Underwriters at Lloyd’s London.
- 5. **Theft** – shall mean any act of Fraud or dishonesty by any Cardholder committed in connection with the Authorised Card issued to them with clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the Cardholder to receive such gain.
- 6. **Termination Date** – shall mean the date on which:
  - i. the Cardholder gives notice to the Company;
  - ii. the date the Company gives notice to the Cardholder; or
  - iii. the date the Authorised Card is withdrawn by the Company from the Cardholder whichever is the sooner.
- 7. **Cash** – shall include but not be limited to, legal tender of any stamps, any amount charged to the card for the purpose of gambling including but not limited to lottery tickets, scratch cards, online gambling and chips, any charges incurred flowing from the acquisition of cash.
- 8. **Waiver Request Letter** – shall mean a letter composed by the Company outlining the details of the loss (full details explained under Minimum Standards of Control) which is then sent by letter or fax to the Bank.

### **The Underwriters will indemnify**

Royal Bank of Scotland Group (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 Ulster Bank **OneCard** 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  $a \times b$  where  $a$  = the number of Cardholders involved and  $b$  = the Limit of Indemnity applicable to each Cardholder;
- iii. the Underwriters total liability in any one Period of Insurance shall in any case not exceed the aggregate Limit of Indemnity per Company;
- iv. any underlying policy shall be maintained in force and this Policy shall apply only to the extent to which an indemnity for damages and claimants costs and expenses is not provided under such underlying policy by virtue of any limitation of cover or Limits of Indemnity;
- v. the Limit of Indemnity under this Policy shall be reduced by an amount equal to the Indemnity provided by any underlying policy;
- vi. the Underwriters may at any time pay the Limit of Indemnity (less any sums already paid) or any lesser amount for which the claims arising out of such an event can be settled the Underwriters will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Underwriters may be responsible in respect of matters prior to the date of such payment.

#### **For the purpose of this Policy**

1. Waivable Charges shall mean all amounts charged to the Company's Ulster Bank **OneCard** (MasterCard) account with the Bank which are not of either direct or indirect benefit to the Company; and
  - a. where the Company has paid the bill but been unable to obtain reimbursement from the Cardholder; or
  - b. where the Bank has billed the Cardholder direct and the Company has reimbursed the Cardholder but the Cardholder has not paid the Bank;
  - c. where the Company has received direct or indirect benefit but is contractually required to pay twice as a result of b) above; It is understood and agreed that there can be no circumstances where Underwriters can pay a claim twice. Provided that such unauthorised charges:
    - i. are billed up to 75 days preceding the Waiver Date and notified by the Company to the Bank by means of a Waiver Request Letter on or within 14 days of the Waiver Date;
    - ii. are incurred but are not yet billed as of the Waiver Date or up to 14 days after the date on which the Bank received a request to cancel that Cardholders Card whichever occurs first;
    - iii. are discovered not later than 75 days after the termination of:
      - a. this Policy; or
      - b. the insurance in respect of the Company employing the Cardholder concerned with the loss whichever occurs first.

2. Theft shall mean any act of fraud or dishonesty by any Cardholder committed in connection with the authorised Card issued to them with clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the Cardholder to receive such gain.

### **General Conditions**

1. This Policy shall be voidable in the event of deliberate misrepresentation, misdescription or non-disclosure in any material particular.
2. Observance of the terms of this Policy relating to anything to be done or complied with by the Bank is a condition precedent to the Underwriter's liability.
3. The Underwriters shall not be liable in the event of any material change in the nature of the business of the Bank unless the Underwriters have been advised and their written approval obtained.
4. 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:
  - i. such insurance has been continually in force from the time of the loss until inception of this Policy;
  - ii. the loss would have been insured by this Policy had it been in force at the time of the loss;
  - iii. the liability of the Company shall not exceed whichever is the lesser of:
    - a. the amount recoverable under the insurance in force at the time of the loss; or
    - b. the Limit of Indemnity applicable under this Policy.  
In any event the Underwriter's total liability in respect of Any One Claim continuing through both the terms of the Superseded Insurance and the continuation of this Policy shall not exceed the Limit of Indemnity applicable under this Policy.
6. This Policy shall be avoided if:
  - a. the Bank or Company be wound up or carried on by a liquidator or receiver or permanently discontinued; or
  - b. the Bank or Company's interest ceases otherwise than by death.

7. This Policy shall be avoided if the Bank or Company's interest ceases and nothing herein contained shall give any right against the Underwriters to any person other than the Bank or Company except to a transferee approved by the Underwriters.

### **Claims Conditions**

1. If any Claim shall be in any respect fraudulent or if fraudulent means or devices are used by the Bank or Company or anyone acting on their behalf to obtain any benefit under this Policy or if any loss is occasioned by the wilful act or with the connivance of the Bank or Company all benefit under this Policy shall be forfeited.
2. Upon knowledge of or discovery of loss or of any occurrence which may give rise to a claim for loss the Bank or Company whichever is appropriate shall:
  - a. give notice thereof as soon as practicable to Underwriters;
  - b. file detailed proof of loss with Underwriters within 30 days after the discovery of the loss.

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

3. In the event of any payment under this Policy the Underwriters shall be subrogated to all the Bank's (or Company's) rights of recovery therefore against any person or organisation and the Bank (or Company) shall execute and deliver instruments to secure such rights. The Bank (or Company) shall do nothing after loss to prejudice such rights.
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.

7. For a valid claim to arise it is a condition of this Policy that the Company shall as soon as any act of Theft is discovered make every effort to retrieve the Ulster Bank **OneCard** (MasterCard) from the Cardholder and destroy that Card.
8. Immediately following the discovery by the Company of any act of Theft by a Cardholder it shall be the duty of the Company to inform the Bank immediately and to have the Card placed upon the suspended Card list.  
The Underwriters shall bear no liability for future acts of Theft by the Cardholder following the said discovery of fraudulent activity.
9.
  - a. any money of the Cardholder in the Company's hands upon discovery of any loss and money which but for the Cardholder's Theft would have been due to the Cardholder from the Company shall be deducted from the amount of the loss before a claim is made under this Policy;
  - b. any further monies which are recovered less any costs incurred in recovery shall Accrue:
    - i. in the event that the Company's claim has exceeded the Limit of Indemnity firstly to the benefit of the Company to reduce or extinguish the amount of the Company's loss;
    - ii. thereafter to the Underwriters benefit to the extent of the claim paid or payable;
    - iii. and finally any surplus thereafter shall be returned to the Company.
10. In the event of a claim or any circumstances giving rise to the possibility of a claim the Assured must **Immediately** notify:  
JLT Specialty Ltd  
The St Botolph Building  
138 Houndsditch, London  
EC3A 7AW  
E-mail: **BCLW@jltgroup.com**

### **Exclusions**

The Underwriters shall not be liable for:

1. Loss of interest or consequential loss of any kind.
2. Loss caused by any act of any Cardholder committed prior to the commencement date for that Cardholder.
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 Ulster Bank **OneCard** (MasterCard) whichever is the earlier.



5. Cash advances, after Notification of Termination Date.
6. Cash advances which exceed £200 per day or a maximum of £600 in all prior to Termination Date.

#### **ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE)**

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

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

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

NMA 2802

17/12/1997

#### **RADIOACTIVE CONTAMINATION EXCLUSION**

This Insurance does not cover:

- (i) loss or destruction of, or damage to, any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - (c) nuclear reaction, nuclear radiation or radioactive contamination.

#### **FINANCIAL GUARANTEE EXCLUSION CLAUSE**

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

## **WAR AND TERRORISM EXCLUSION ENDORSEMENT**

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

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

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

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

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

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

### **Sanction Limitation and Exclusion Clause**

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

LMA3100

15 September 2010

### **INSTITUTE CYBER ATTACK EXCLUSION CLAUSE**

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

CL380

10/11/03

#### **FRAUDULENT CLAIM CLAUSE**

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

**LMA5062**

**04/06/2006**

Form approved by Lloyd's Market Association.

#### **Minimum Standards of Control**

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

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

1. The Company has two (2) or more Cards in good standing on or after establishing a Card account with the Bank.
2. The Company send a "Waiver Request" by letter or fax to the Bank.

The Waiver Request must state:

- a. that the Company request the waiver of covered Charges;
  - b. the Cardholder's name, Card number and last known business and home address;
  - c. in cases where the Bank invoices the Cardholder directly, that the Company has contacted the Cardholder in writing and directed him to immediately pay all outstanding Charges to the Bank; and
  - d. whether the Card was retrieved from the Cardholder.
3. The Company has delivered to the Cardholder or sent by first class mail a written notice stating that the Cardholder's Card has been cancelled, that 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.
  4. The Company has used and will continue to use its best endeavours to retrieve the Card from the Cardholder and to return it, cut in half, to the Bank.
  5. The Company shall promptly give written notice to the Bank if any Cardholder's employment has been terminated or in cases where the Bank invoices the Cardholder, if the Company knows or should know that a Cardholder is receiving reimbursement for Charges but is not paying the Bank for those Charges.

To find out how we can help your business

 **Speak to your Business Manager**

 **[ulsterbank.co.uk/onecard](https://ulsterbank.co.uk/onecard)**

**help for what matters**

 **Ulster Bank**

Ulster Bank Limited Registered Number: R733 Northern Ireland.

Registered Office: 11-16 Donegall Square East, Belfast BT1 5UB.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, and entered on the Financial Services Register (Registration Number 122315).

Calls may be recorded.

ULST1924NI January 2019