

Employee Misuse Insurance – available until 31 March 2015.



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 Employee Misuse coverage as described in the Policy.

Statement of Price

RBS Employee Misuse Insurance is provided with your card for no extra cost.

Key Facts

Your Policy Summary

This document provides a summary only of the benefits and limitations of the RBS Employee Misuse Insurance provided to companies that have established a Commercial Card account with The Royal Bank of Scotland plc. 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 RBS business card, the insurance automatically protects The Royal Bank of Scotland plc and you by way of liability waiver, against losses up to £1,000,000 per company and £15,000 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 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 RBS Commercial Cards,

Cards Customer Services,
PO Box 5747,
Southend-on-Sea SS1 9AJ.
Telephone: 0370 909 3701.
Textphone: 0370 154 1192.

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.

Your Policy

Definitions

- 1 **Cardholder** – shall mean any person authorised by the Company to use RBS business card for Company business only who are either:
 - A) under a contract of/for service or apprenticeship with the Company; or
 - B) undergoing training under any government approved training scheme under the control of the Company in connection with the business. Subject always to the Cardholder having reached the age of eighteen.The term Cardholder shall include a director of the Company if such person:
 - i) is also employed by the Company under a contract of service; and
 - ii) controls no more than 5% of the issued share capital of the Company or of any subsidiary of the Company.
- 2 **Waiver date** – shall mean the discovery date of the loss by the Company.
- 3 **Underwriters** – shall mean certain Underwriters at Lloyd's of London.
- 4 **Theft** – shall mean any act of Fraud or dishonesty by any Cardholder committed in connection with the Authorised Card issued to them with clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the Cardholder to receive such gain.
- 5 **Termination Date** – shall mean the date on which:
 - 1) the Cardholder gives notice to the Company;
 - 2) the date the Company gives notice to the Cardholder; or
 - 3) the date the Authorised Card is withdrawn by the Company from the Cardholder whichever is the sooner.
- 6 **Cash** – shall include but not be limited to, legal tender of any stamps, gambling instruments including lottery tickets, scratch cards and chips, any charges incurred flowing from the acquisition of cash.
- 7 **Waiver Request Letter** – shall mean a letter composed by the Company outlining the details of the loss (full details explained under Minimum Standards of Control) which is then sent by letter or fax to the Bank.

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 a RBS business card) 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 Underwriter's 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);

- i) 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;
- ii) the Underwriters total liability in any one Period of Insurance shall in any case not exceed the aggregate Limit of Indemnity per Company;
- iii) 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;
- iv) the Limit of Indemnity under this Policy shall be reduced by an amount equal to the Indemnity provided by any underlying policy;
- v) 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 RBS business card account with the Bank which are not of either direct or indirect benefit to the Company; and
 - A) where the Company has paid the bill but been unable to obtain reimbursement from the Cardholder; or
 - B) where the Bank has billed the Cardholder direct and the Company has reimbursed the Cardholder but the Cardholder has not paid the Bank; or
 - C) where the Company has received direct or indirect benefit but is contractually required to pay twice as a result of B) above. It is understood and agreed that there can be no circumstance where Underwriters can pay a claim twice provided that such unauthorised charges:
 - i) are billed up to 75 days preceding the Waiver Date and notified by the Company to the Bank by means of a Waiver Request Letter on or within 14 days of the Waiver Date;
 - ii) are incurred but are not yet billed as of the Waiver Date or up to 14 days after the date on which the Bank received a request to cancel that Cardholders Card whichever occurs first;
 - iii) are discovered not later than 75 days after the termination of:
 - A) this Policy; or
 - B) the insurance in respect of the Company employing the Cardholder concerned with the loss whichever occurs first.
- 2 Theft shall mean any act of fraud or dishonesty by any Cardholder committed in connection with the authorised Card issued to them with clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the Cardholder to receive such gain.

General Conditions

- 1 This Policy shall be voidable in the event of deliberate misrepresentation, misdescription or non-disclosure in any material particular.
- 2 Observance of the terms of this Policy relating to anything to be done or complied with by the Bank is a condition precedent to the Underwriters liability.
- 3 The Underwriters shall not be liable in the event of any material change in the nature of the business of the Bank unless the Underwriters have been advised and their written approval obtained.

- 4 Either party may cancel this Policy by giving 90 days notice in writing to the other Party at its last known address. Any such Termination will not affect the rights of the Bank with respect to charges incurred by its Cardholders prior to the effective date of Termination. If the Underwriters give such notice the Bank shall become entitled to a proportionate return of Premium. If the Bank gives such notice then the Bank shall be entitled only to a return premium in accordance with the Underwriters usual short period scale provided that no claim has been made in the then current Period of Insurance. For the purposes of this Policy termination shall mean the date of cancellation of this Policy.
- 5 If this Policy immediately supersedes a similar insurance effected by the Bank (hereinafter called the "Superseded Insurance") the Underwriters will indemnify the Bank in respect of any loss discovered during the continuation of the Superseded Insurance if the loss is not recoverable solely because the period allowed for discovery has expired provided that:
 - 1) such insurance has been continually in force from the time of the loss until inception of this Policy;
 - 2) the loss would have been insured by this Policy had it been in force at the time of the loss;
 - 3) 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 Underwriters total liability in respect of any one Claim continuing through both the terms of the Superseded Insurance and the continuation of this Policy shall not exceed the Limit of Indemnity applicable under this Policy.
- 6 This Policy shall be avoided if:
 - A) the Bank or Company be wound up or carried on by a liquidator or receiver or permanently discontinued; or
 - B) the Bank or Company's interest ceases otherwise than by death.
- 7 This Policy shall be avoided if the Bank or Company's interest ceases and nothing herein contained shall give any right against the Underwriters to any person other than the Bank or Company except to a transferee approved by the Underwriters.

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 Banks (or Company's) rights of recovery therefor against any person or organisation and the Bank (or Company) shall execute and deliver instruments to secure such rights The Bank (or Company) shall do nothing after loss to prejudice such rights. The bank or company must co-operate with any efforts to recover funds including communication/co-operation with any law enforcement body.

- 4 If at any time any claim arises under this Policy there be any other insurance or indemnity or guarantee covering the same loss the Underwriters shall not be liable except in respect of an excess of the amount which is payable under such other insurance or indemnity or guarantee.
- 5 If any difference shall arise as to the amount to be paid under this Policy such difference shall be referred to arbitration, form of which to be agreed by all parties.
- 6 The insurance provided under this Policy shall not apply in respect of any loss caused by a Cardholder if the Company possesses knowledge of any act or acts of fraud or dishonesty committed by such Cardholder:
 - A) In the service of the Company or otherwise during the terms of employment by the Company;
 - B) prior to employment by the Company.
 For the purposes of this Policy knowledge possessed by the Company means knowledge possessed by a partner director elected or appointed officer who is aware of the employment of a person and that persons acts of fraud or dishonesty.
- 7 For a valid claim to arise it is a condition of this Policy that the Company shall as soon as any act of Theft is discovered make every effort to retrieve RBS business card from the Cardholder and destroy RBS business 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 Cardholders 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 JLT Limited Claims Details: In the event of a claim or any circumstances giving rise to the possibility of a claim the Assured must immediately notify:
JLT Limited,
6 Crutched Friars,
London EC3N 2PH.
Telephone: 44 (0)20 7528 4642.
email: BCLW@jltgroup.com

Exclusions

The Underwriters shall not be liable for:

- 1 Loss of interest or consequential loss of any kind.
- 2 Loss caused by any act of any Cardholder committed prior to the commencement date for that Cardholder.
- 3 Charges incurred to Purchasing goods or services for the Company or for persons other than the Cardholder pursuant to the instructions of the Company or acquiescence thereto by the Company if those goods or services are of the type which are regularly purchased by or for the Company.
- 4 Charges incurred by a Cardholder after the discovery date of the loss by the Company or charges incurred beyond 14 days after the Bank receives a request to cancel the Cardholder's RBS business card whichever is the earlier.
- 5 Cash advances, after Notification of Termination Date.
- 6 Cash advances which exceed GBP 200 per day or a maximum of GBP 600 in all prior to notification of Termination Date.

Electronic Date Recognition Exclusion (EDRE)

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

- 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, program 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, program 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.

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.

Minimum Standards of Control

Obligation of the Company

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

- 1 The Company has two (2) or more Cards in good standing on or after establishing a Card account with a Member Bank or as otherwise agreed. This obligation is waived in respect of Visa/MasterCard Purchasing Liability.
- 2 The Company send a "Waiver Request" by letter or fax to the Bank. The Waiver Request must state:
 - A) That the Company request the waiver of covered Charges.
 - B) The Cardholder's name, Card number and last known business and home address.
 - C) In cases where the Bank invoices the Cardholder directly, that the Company has contacted the Cardholder in writing and directed him to immediately pay all outstanding Charges to the Bank: and
 - D) Whether the Card was retrieved from the Cardholder.
- 3 The Company has delivered to the Cardholder or sent by first class mail a written notice stating that the Cardholder's Card has been cancelled, that he should immediately discontinue all use of that Card, that he must immediately pay any outstanding amounts owed to the Bank, and that he must immediately return that Card to the Company.
- 4 The Company has used and will continue to use its best endeavours to retrieve the Card from the Cardholder and to return it, cut in half, to the Bank.
- 5 The Company shall promptly give written notice to the Bank if any Cardholder's employment has been terminated or in cases where the Bank invoices the Cardholder, if the Company knows or should know that a Cardholder is receiving reimbursement for Charges but is not paying the Bank for those Charges.