

# Buyers Protection Information Guide

## Section 1: SCHEDULE OF BENEFITS

1.1 No person or entity other than the Cardholder(s) shall have any legal or equitable right, remedy or claim of insurance proceeds and/or damages under or arising out of this coverage.

### 1.2 Summary of Benefits, Limits of Indemnity and Excesses

1.2.1 Coverage shall be provided as described herein pursuant to any limitations, exceptions and Exclusions which follow:

### 1.3 Summary of Benefits, Limits of Indemnity and Excesses

Coverage shall be provided as described herein pursuant to any limitations, exceptions and exclusions which follow:

#### 1.3.1 Buyers Protection

Coverage is subject to a limit of GBP 2,500 per claim GBP 5,000 per Cardholder per annum.

Deductible: GBP 50 each and every claim. Insurers will pay in excess of the first GBP 50 each and every claim.

## Section 2: Description of Cover

### 2.1 Buyers Protection

Subject to the Schedule(s) of Benefits, if a Covered Purchase, or a Covered Purchase given as a gift, is stolen or damaged, benefits will be paid subject to Section 2.1.1, Buyers Protection: Valuation, up to the amounts described in Section 2.1.2, Buyers Protection: Scope of Coverage.

Losses must occur within a) 90 Domestic days and b) 90 International Overseas days of the date of the Covered Purchase. No registration of the Covered Purchase is necessary.

Coverage is excess of GBP 50 each and every occurrence or any other applicable insurance or indemnity the Eligible Person may have. Coverage is limited only to those amounts not covered by any other insurance or indemnity, up to the original purchase amount. In no event will this coverage apply as contributing insurance. This insurance is excess of all other valid and collectable insurance clauses found in other insurance or indemnity language.

#### 2.1.1 Buyers Protection: Valuation

The Underwriters shall be liable for the lesser of the following amounts:

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

With respect to Covered Purchase which consist of articles in a pair or set, the Underwriter's liability shall be limited to the cost of any particular part(s) which may be Stolen or damaged, unless the articles are unusable individually and cannot be replaced individually; provided, however, liability for items of jewellery or fine arts consisting of articles in a pair, set or collection will not be more than that cost of any particular parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair, set or collection.

#### 2.1.2 Buyers Protection: Scope of Coverage

The maximum liability of the Underwriters under this Policy is as indicated in the Schedule(s) of Benefits.

Coverage limits for Eligible Persons are subject to limitations stated in the Schedule(s) of Benefits.

### **Section 3: EXCLUSIONS**

#### **3.1 Buyers Protection**

Covered Purchases do not include: 1) boats; 2) motorised vehicles (including but not limited to aeroplanes, automobiles, trailers, caravans or any towed items and motorcycles) or their motors, equipment and accessories (including but not limited to communication devices intended solely for use in the vehicle); 3) land or buildings (including but not limited to homes and dwellings); 4) travellers cheques, tickets of any kind, negotiable instruments, deposits or down-payments of any kind, bullion, rare or precious coins, cash or its equivalent; 5) plants or animals; 6) consumables and perishables; 7) items which the Eligible Person damages through alteration (including cutting, sawing or shaping); or 8) services (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods, property or professional advices of any kind) or 9) Mobile Phones.

Theft of, or damage to, jewellery, cameras or video recording equipment contained in baggage is not covered unless carried by the Eligible Person by hand or under the personal supervision of the Eligible Person or the Eligible Person's travelling companion previously known to the Eligible Person. Items listed as Stolen will be subject to Section 2.1.1., Buyers Protection: Valuation; Section 2.1.2., Buyers Protection: Scope of Coverage; and Section 3.2, General Exclusions.

Coverage is not provided for theft or damage caused by Fraud, abuse, wear and tear, gradual deterioration, moths, vermin, inherent product defects, war or hostilities of any kind (including but not limited to invasion, rebellion or insurrection); any weapon of war employing atomic fission or radioactive force, whether in time of peace or war and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by the perils insured against in this Policy; confiscation by any government, public authority or customs official; risks of contraband, losses arising from illegal activity or acts; act of God (including but not limited to flood, hurricane and earthquake); Mysterious Disappearance; property while in the care, custody or control of any common carrier.

Coverage is not provided for loss or damage when the Eligible Person fails to exercise Due Diligence to avoid or diminish loss or damage to Covered Purchases.

Stolen items are not covered unless they are reported as Stolen, within 36 hours, to the police or an appropriate authority where the incident took place.

Any additional exclusions are indicated in the Schedule(s) of Benefits.

#### **3.2 GENERAL EXCLUSIONS**

This Certificate does not cover:

3.2.1 Costs, which are more specifically covered by or recoverable from any other insurance policy under which the Cardholder is covered;

3.2.2 Claims notified more than 45 days after the event;

3.2.3 Claims relating to the commission of, or the attempt to commit, an unlawful act;

3.2.4 Any expense, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to expenses in any way caused or contributed to by an Act of Terrorism or war;

#### **3.2.5 RADIOACTIVE CONTAMINATION EXCLUSION**

This Insurance does not cover any expense which is a direct result of nuclear reaction or radiation;

(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

### 3.2.6 FINANCIAL GUARANTEE EXCLUSION CLAUSE

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

### 3.2.7 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 Insured.

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

## Section 4: TERMS AND CONDITIONS

The coverage provided by this Policy is subject to the following terms and conditions:

### 4.1 Notification of Claims

If any covered loss occurs, notice must be provided to Underwriters within 45 days of the date that the incident occurred. Failure to give notice within 45 days from the date of the incident will result in a denial of the claim. The Cardholder shall take all reasonable measures to protect, save and/or recover the property.

### 4.2 Claims Forms

Underwriters or their authorised agent, upon receipt of a notice of claim, will furnish to the Cardholder the necessary forms for filing proof of loss.

#### 4.3 **Proof of Loss**

Written proof of loss including any required information necessary to support a claim must be furnished to Underwriters or its authorised agent at its said location within ninety (90) days after the date of the incident. The Policy will only pay claims that are completely substantiated in the manner requested within twelve (12) months after the incident date. For “Covered Purchase” claims, the Cardholder must complete the claim form and attach all requested documentation, including a legible copy of the credit card charge slip and/or store receipt and police report or other proof of loss.

#### 4.4 **Time of Payment of Claims**

Benefits payable under this Policy for any loss will be paid immediately upon receipt of the written proof of such loss and all required information necessary to support the claim. Underwriters may in any claim for damage recoverable hereunder, require the Cardholder to send the damaged item to an address designated by Underwriters at the Cardholder's expenses.

#### 4.5 **Payment of Claims**

All Benefits payable will be paid to the **Company** to whom the **Card** was issued

#### 4.6 **Misrepresentation and Fraud**

Coverage as to a Cardholder shall be void if, whether before or after a loss, the Cardholder has concealed or misrepresented any material fact or circumstances concerning this insurance or the subject thereof, or the interest of the Cardholder therein, or if the Cardholder commits fraud or false swearing in connection with any of the foregoing.

#### 4.7 **Underwriters Right to Recover From Others**

If Underwriters make payment they are entitled to recover such amounts from other parties or persons. Any party or person to or from whom Underwriters make payment must transfer to us his or her rights of recovery against any other party or person. The party or person transferring such must do everything necessary to secure these rights and must do nothing that would jeopardise them.

#### 4.8 **Legal Actions**

No Action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy.

#### 4.9 **Conformity with State Statutes**

Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statutes

#### 4.10 **Entire Contract Change**

This Policy, including any endorsements and attached papers, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by Underwriters and unless such approval is endorsed and attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

#### 4.11 **Claims control clause**

It is agreed that in respect of all amendments to the original insurance, be it regarding amendments in terms, conditions and/or extensions and in respect of all claims matters/settlements, the Leading Insurers are empowered to make all necessary decisions, which decisions shall be binding on the Insurer. Furthermore the Leading Insurers are empowered where necessary to negotiate all such amendments and/or claims directly with the Original Insured. In the event of the Insurer receiving notice of any pending amendments and/or claims, the Insurer undertakes to immediately notify the Leading Insurers and to refrain from admitting liability, agreeing any undertaking etc. without the express consent of the

Leading Insurers. In the matter of all claim settlement and/or loss prevention costs incurred by the Leading Insurers the Insurer bind themselves to sharing such costs to the extent of their net share (percentage) in the original insurance.

## SECTION 5: HOW TO MAKE A CLAIM

- 5.1 In the event of an event occurring that may give rise to a claim under this Policy, the **Cardholder**, or his/ her representative, should call Sedgwick Travel Claims Services on +353 1261 2002 during hours of 09.00 to 17.00hrs (GMT). Outside normal working hours, the **Cardholder** should contact Sedgwick by email [travel@ie.sedgwick.com](mailto:travel@ie.sedgwick.com) and request a claim form or call back during office hours as stated above.

In the event a claimant wishes to correspond using an email facility after initially registering a claim via telephone communication, they may correspond using email: [travel@ie.sedgwick.com](mailto:travel@ie.sedgwick.com)

- 5.2 The **Cardholder** must first check his/her policy wording and the relevant section(s), terms, conditions and exclusions, to ensure that what **You** are intending to claim for is covered. Original invoices, receipts, official reports, tickets, agreements, credit or debit card slips, or other documentary evidence will be required to be submitted in support of any claim.
- 5.3 Upon contacting Sedgwick to report a claim, the **Cardholder** should request a claim form, which should be returned to the address given within 45 (forty-five) days, along with all required supporting documentation. Claimants are advised to retain copies of all documents for their own reference.

## SECTION 6: COMPLAINTS PROCEDURE

Sedgwick Travel Claims Service aim to provide a high-class service at all times, however if the service is found to be unsatisfactory, the following procedure is available to resolve the problem:

In the first instance the **Cardholder** should write with details of the complaint to: The Complaints Officer, Sedgwick Travel Claims Services, P.O. Box 1086, Belfast, BT1 9ES, United Kingdom

The **Cardholder** can also refer the situation to the Complaints Department at Lloyd's of London, who may, in certain circumstances, be able to review the matter.

Their address is:

Complaints  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Chatham  
Kent  
ME4 4RN

Tel No. : 020 7327 5693  
Fax No.: 020 7327 5225  
E-mail: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

In the event that the Complaints Department is unable to resolve the complaint, it may be possible for it to be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

## Section 7: MEANING OF WORDS

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

similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Benefits** shall mean the indemnified benefits supplied by Underwriters under the terms & conditions of this Certificate.

**Card** means a valid business credit card or business charge card issued by Lloyds Bank / Bank of Scotland.

**Cardholder/s** shall mean any person who has a valid business credit card or business charge card issued by Lloyds Bank / Bank of Scotland.

**Company** shall mean the company that has authorised the Cardholder to use a valid business credit card or business charge card.

**Covered Purchase** means an item purchased by a Cardholder and paid for by using an Eligible Account. For a purchase to be considered a Covered Purchase, the entire purchase amount for the item must have been made through the Eligible Account.

**Due Diligence** means the performance of all vigilant activity, attentiveness and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect a Covered Purchase from loss, theft or damage.

**Eligible Account(s)** means card accounts if in good standing and open to use, with or without balances.

**Exclusions** means the exclusions listed in Section 3.

**Fraud** shall mean an Occurrence in which merchandise relating to a Covered Transaction of the Cardholder is neither received by the Cardholder nor does the merchandise fit the description displayed on the internet.

**Mysterious Disappearance** means the vanishing of a purchased item in an unexplained manner where there is an absence of evidence of a wrongful act by a person or persons.

**Occurrence** shall mean an incident or event giving rise to a loss hereon involving a Covered Transaction.

**Party** means a party to this contract of insurance.

**Policy** means this insurance benefit.

**Sedgwick** shall mean Sedgwick Travel Claims Services, P.O. Box 1086, Belfast, BT1 9ES, United Kingdom.

**Stolen** means a loss which involves the disappearance of a Covered Purchase from a known place under the circumstances that would indicate the probability of theft.

**Underwriters/ We/ Us/ Our** refers to certain underwriters at Lloyd's of London.

**You** shall mean the Cardholder.