

## Unauthorised Use Insurance Policy Conditions





## Points of attention

### **Purpose of the Insurance**

The purpose of this insurance is to provide cover for those unauthorised expenses incurred by the holder of a Business Card that cannot be recovered from the Cardholder in question by the business. Business Card means a credit card for business purposes, issued by International Card Services BV (ICS).

### **Complaints procedure**

If you have a complaint, Chubb European Group SE would like to hear from you and will do its utmost to find a solution together with you. Complaints and disputes relating to this agreement can be submitted to:

Chubb, Marten Meesweg 8, 3068 AV in Rotterdam or by email at [info.benelux@chubb.com](mailto:info.benelux@chubb.com).

If the insurer's decision does not satisfy the insured party, it may apply to (within three months):

The Dutch Institute for Financial Disputes (Kifid)

PO Box 93257

2509 AG The Hague

Tel: 0900 - 355 22 48

or via [www.kifid.nl](http://www.kifid.nl)

To submit a complaint with Kifid, you must first register on [www.mijnkifid.nl](http://www.mijnkifid.nl). You can also submit the complaint directly to the civil court, without having to go through the procedure of the Dutch Institute for Financial Disputes (Kifid). This policy document is governed by Dutch law and any dispute will be submitted to the exclusive jurisdiction of the Dutch court.

### **Privacy regulations**

#### REGISTRATION OF PERSONAL DATA

Chubb European Group SE uses personal data provided by you to us to accept and administer this insurance, including any resulting claims. The data collected includes basic contact details such as your name, address and policy number, but may also include more detailed information (for example, your age, medical data, financial situation or claims history) in so far as this is relevant to the risk to be insured, the services to be provided or the services or claims you may wish to make. Chubb European Group SE is part of a global group of companies and your personal data may be shared with group companies in other countries, to the extent necessary to provide coverage for your policy or to store your data. Chubb European Group SE also uses authorised service providers, who have access to your personal data subject to our instructions and control.

You have a number of rights with respect to the personal data you have provided, including rights of access and, in certain cases, the right to erasure and deletion. In this section, Chubb European group SE has briefly explained how they use your personal data. For more information, we strongly recommend that you consult the General Privacy Policy, which can be viewed here: [www.chubb.com/benelux-nl/footer/privacy-policy.aspx](http://www.chubb.com/benelux-nl/footer/privacy-policy.aspx). You can always ask Chubb European Group SE for a paper copy of the Privacy Policy by sending an email to [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com). When processing personal data within The Netherlands, Chubb European Group SE also adheres to the Code of Conduct for the Processing of Personal Data of the Dutch Association of Insurers, which you can consult via the website of the Dutch Association of Insurers, [www.verzekeraars.nl](http://www.verzekeraars.nl), or which you can request from the Dutch Association of Insurers, PO Box 93450, 2509 AL The Hague, telephone +31 (0)70 - 3 338 500.



### **Contact details**

If you would like information about a claim you have submitted, please contact the claims department of Chubb European Group SE, at [beneluxclaims@chubb.com](mailto:beneluxclaims@chubb.com) or +31 (0)10 - 2893 545.

Chubb European Group SE  
Marten Meesweg 8  
3068 AV Rotterdam  
Register Rotterdam 24353249  
Customer service: 0800 225 5223

Headquarters:  
La Tour Carpe Diem,  
31 place de Corolles,  
Esplanad Nord,  
92400 Courbevoie, France

### **Article 1. Insured party**

Insured: the company where the business Cardholder is employed.

### **Article 2. Insurer**

Chubb European Group SE is a company incorporated under the French Insurance Code (Code des Assurances) with registered number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has a fully paid-up share capital of €896,176,662 and is subject to supervision by the 'Autorité de Contrôle Prudentiel et de Résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09. European Group SE, branch in the Netherlands, Marten Meesweg 8, 3068 AV Rotterdam, is registered with the Chamber of Commerce Rotterdam under number 24353249. In the Netherlands it is also subject to the supervision of the Financial Markets Authority (AFM).

### **Article 3. Insured period**

The insurance will be in effect for the term of the insurance period, as specified in the policy schedule. This insurance does not cover pre-existing risks and run-off risks. Claims are dealt with only, if the damage was caused within the insured period.

### **Article 4. Expenses covered**

- a. All expenses that do not qualify as business expenses, i.e. expenses exclusively incurred by the Cardholder for his own benefit and not for the benefit of the insured party, noting that in the event of the Cardholder disputing whether certain expenses were incurred for private or for business purposes, the amount in question will be regarded as business expenses if they have benefited the business either directly or indirectly.
- b. All expenses qualifying as business expenses, i.e. expenses that have been incurred by the Cardholder for the benefit of the insured party and that have been reimbursed to the Cardholder by the insured party, but have not been paid to International Card Services BV (ICS) by the Cardholder

### **Article 5. Insured amount**

A maximum of € 15,000 per event, with a maximum of € 50,000.

### **Article 6. Excess**

€ 50 per event.



## **Article 7. Exclusions**

No cover is provided by the insurer for:

- a. Expenses incurred by owners, elected directors, partners, major shareholders or non-employees of the insured party.
- b. Expenses incurred for the payment of fixed penalties and fines.
- c. Expenses incurred by means of a lost or stolen Business Card for the account of a business that has been declared bankrupt or insolvent.
- d. Expenses incurred by a Cardholder following termination of employment with the insured party.
- e. Expenses incurred as a result of intent on the part of the insured party or with the consent of the insured party.
- f. Expenses incurred within the context of criminal offences, or attempted criminal offences, deliberately committed or taken part in by the insured party and the Cardholder jointly.
- g. Expenses incurred as a result of non-performance of obligations in the event of damage. No cover is provided by the insurance if one or more obligations have not been performed by the insured party, as a result of which the insurer's interests have been harmed.
- h. Expenses resulting from the fraudulent provision of information. Any entitlement to payments shall be cancelled if fraudulent information is provided by the insured party and/or facts are misstated.

## **Article 8. Obligations in the event of damage**

- a. The insured party shall make every possible effort towards retrieving the Business Card from the Cardholder.
- b. In the event of unauthorised use involving fraud, the insured party must report this to the police.
- c. The insured party shall make every possible effort towards recovering the amount of the unauthorised expenses from the Cardholder.
- d. In the event of loss, theft, misuse or forgery of a Business Card (and/or PIN code) the insured party shall inform Chubb of this immediately after such has been discovered.

As soon as the insured party is aware or should be aware of an event that could lead to an obligation for Chubb European Group SE to pay compensation, he or she must report that event to Chubb as soon as possible and send Chubb a fully completed claim form signed by the insured party. The claim form can be completed at [www.chubbclaims.nl](http://www.chubbclaims.nl). You can also send an email to: [beneluxclaims@chubb.com](mailto:beneluxclaims@chubb.com).

Except in cases of loss not involving misuse, the police must also be notified immediately. If the insured party suspects that these facts have taken place or are likely to take place, the insured party shall at once report this by way of the hotline designated for that purpose by ICS. Immediately after having received such a report, ICS will take appropriate measures to prevent any misuse, or further misuse. The insured party shall at once send ICS a written confirmation of the report. Any confirmation shall state the date, time and location of the report.

- e. In the event of loss, theft, misuse or forgery of a Business Card (and/or PIN code) the insured party shall inform Chubb of this immediately after such has been discovered.
- f. If the insured party suspects that a Cardholder is making unauthorised use of the Business Card, the use of the Business Card must be blocked at once.
- g. If unauthorised use is actually made of the Business Card, it must be blocked at once.
- h. In the case of fraud, the person committing the fraud will be excluded from the insurance scheme with immediate effect.
- i. The insurer reserves the right to demand the return of any items purchased without authorisation.
- j. If such is possible, the insured party is obliged to recover the damage from the Cardholder.

## **Article 9. Payments**

Payments will be made direct to the insured party. All payments are made in Euros.

## **Article 10. Claims**

Claims must be filed with Chubb at once, but not later than 30 days from the date of the report of the unauthorised use via [www.chubbclaims.nl](http://www.chubbclaims.nl), by sending an email to [beneluxclaims@chubb.com](mailto:beneluxclaims@chubb.com) or by calling +31 (0)10 - 2893 545.

**Article 11. Sanction clause**

The (re)insurer shall not provide cover or pay benefits or compensation or any other benefit if the (re)insurer (or its parent company, direct or indirect holding company of the (re)insurer) is thereby exposed to fines or restrictions (including extraterritorial sanctions or restrictions to the extent that they do not conflict with the law applicable to the (re)insurer), which arise from trade and economic sanction, legislation or regulation.

**Applicable law**

The English translation has no legal force and is provided to the customer for convenience only. The conditions in the Dutch language shall be binding and prevail in all respects. The law of The Netherlands shall apply.