

RBS Black Card

Insurance Terms and Conditions

Contents

Home Emergency

Policy Summary	1	Roadside Assistance	11
Terms and Conditions	2	Terms and Conditions	12

Extended Warranty

Policy Summary	6	Travel Insurance	20
Terms and Conditions	8	Terms and Conditions	23

Important Information

Please note:

The Financial Conduct Authority and Prudential Regulation Authority (FCA and PRA) is the independent watchdog that regulates financial services. We are regulated by the FCA and PRA. Our Financial Services Register number is 121882.

We only offer insurance products from a limited number of insurers – you can contact us to ask for a list of these insurers. You will not receive advice or recommendations from us in respect of any of the insurances detailed in the following Credit Card Insurance Terms and Conditions. You will need to make your own choice on how to proceed.

RBS is a member of the Financial Services Compensation Scheme (FSCS). The Scheme can pay compensation to customers if they are eligible and a regulated firm is unable to pay claims against it, usually if the firm stops trading or is insolvent. Compensation limits apply depending on the type of claim:

General insurance advice and arranging (for business conducted on or after 14 January 2005): maximum 90% of the claim, without any upper limit.

Most retail consumers (this includes private individuals and some small businesses) are eligible under the Scheme. For further information on the conditions governing compensation and details on how to apply please refer to the FSCS at www.fscs.org.uk.

If you are not satisfied with any of our products or services we have a complaint handling procedure that you can use to resolve such matters. Please contact us if you require further information. The Bank is a member of The Financial Ombudsman Service. If you are not satisfied following the Bank's procedures, you can ask the Ombudsman to review the complaint. You can find out more about The Financial Ombudsman Service by telephoning the Bank. Alternatively, you can write to: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR or telephone **0845 080 1800**.

Authorised and regulated by the Financial Conduct Authority and Prudential Regulation Authority. No. 121882.

HOME EMERGENCY

Statement of needs

We have not provided **You** with a personal recommendation as to whether this policy is suitable for **Your** specific needs.

Your Policy Summary

Please read this document carefully. Full terms and conditions can be found within the Policy Document.

Features of Your RBS Black Card Home Emergency Service

This membership is a benefit provided under **Your** RBS Black Card account and is underwritten by U K Insurance Limited. **Your** membership will run whilst **You** hold a Black Card Account.

Please refer to **Your** RBS Black Card Agreement for full terms and conditions.

This service provides cover for incidents in **Your Home** which, if not dealt with quickly will:

- (a) make **Your Home** unsafe or insecure
- (b) cause damage to **Your Home** and its contents
- (c) leave **Your Home** with a total loss of heating, lighting or water.



What is covered	What is not covered
Please refer to the Terms and Conditions for full details	
<p>Call Out fees, parts, labour and materials up to £750 (inc. VAT) per Call Out for Emergencies in respect of:</p> <ul style="list-style-type: none">• The permanent electrical supply system in the Home.• Internal and external plumbing of the Home that You are responsible for.• The external locks, doors and windows of the Home.• The Main source of Heating in the Home.• Treatment needed because of Pests in the Home that cause an Emergency.• The arrangement and costs of overnight accommodation if the property becomes uninhabitable, up to £100, including VAT.	<ul style="list-style-type: none">• Any electrical wiring that is not permanent and/or is situated outside the Home.• Any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of cylinders, tanks, radiators and sanitary ware.• Breakdown or damage to domestic appliances and other mechanical equipment.• Internal locks, doors and glass.• Boilers over 15 years old and/or with an output exceeding 60kW.• Vermin outside the main dwelling e.g. in garages and sheds.

Summary of Main General Exclusions
Please refer to the Terms and Conditions for details of all exclusions
<p>The following are excluded:</p> <ul style="list-style-type: none"> • Loss or damage arising from circumstances known to You prior to the start date of membership. • Claims arising after the Home has been left Unoccupied for more than 30 consecutive days except where condition 5(g) in the Terms and Conditions regarding Unoccupied Homes has been complied with. • Cost of repairing faults or damage caused by fire, lightning, explosion, earthquake, flood, storm, subsidence, heave or landslip, malicious damage, theft or attempted theft (except when in relation to security), structural repairs, alteration or demolition, faulty workmanship, or the use of defective materials. • Cost of replacement parts due to natural wear and tear or gradual deterioration. • Loss or damage due to the interruption or disconnection of the gas, water or electricity services to Your Home.

Your right to cancel

If this cover does not meet **Your** requirements, please return all documents within 14 days of receipt.

Please note that the Home Emergency section of **Your** Black Card account cannot be cancelled in isolation. Your RBS Black Card Agreement has full details on **Your** right to cancel.

How to make a claim

To notify **Us** of a request for **Emergency Assistance**, please telephone **0845 301 1345**.

How to complain

If **You** wish to make a complaint, please write to **Us** at the address below:

- Customer Relations Manager, PO Box 300, Leeds LS99 2LZ.

If **We** cannot resolve the differences between us, **You** may refer **Your** complaint to the Financial Ombudsman Service (FOS). Their address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone **0800 023 4567** or **0300 123 9123**.

Details about Our Regulator

U K Insurance Limited is authorised and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered No. 202810. The Financial Conduct Authority and Prudential Regulation Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk/register, or the Financial Conduct Authority can be contacted on **0800 111 6768**.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

HOME EMERGENCY

Below are the Terms & Conditions of Your Home Emergency Service

Your Right to Cancel

If this cover does not meet **Your** requirements, please return all **Your** documents within 14 days of receipt. Please note that the Home Emergency section of **Your** Black Card account cannot be cancelled in isolation. **Your** Black Card Agreement has full details on **Your** right to cancel.

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Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk

These terms and conditions are evidence of the contract between **You** and **Us**. **We will** provide **Emergency Assistance** in accordance with the Terms and Conditions as set out below during the **Period of Membership**. Any word or expression that has a particular meaning shall appear in bold and have the same meaning wherever it may appear.

You and **We** may choose which law will apply to the contract. English Law will apply unless both parties agree otherwise.

Your Home Emergency Service is underwritten by U K Insurance Limited, registered number 1179980, registered address The Wharf, Neville Street, Leeds LS1 4AZ – authorised and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Meaning of words

The following definitions apply throughout:

Authorised Repairer: A person, company or organisation appointed by **Us** to temporarily or permanently rectify, repair or prevent further damage by making safe the **Emergency** where possible.

Beyond Economic Repair: The point at which the cost of repairing the boiler/appliance exceeds the value of replacing the boiler/appliance. The decision will be based on **Our** scale of valuations that take into account the age and type of the boiler/appliance. If We decide Your boiler is beyond economic repair, We will pay an amount towards the cost of a new one in line with the scale shown below:

Age of Boiler	Amount We will pay
1 to 5 years	£250
6 to 10 years	£100

Call Out: The dispatch of an **Authorised Repairer** following a request for **Emergency Assistance**, even if the request is subsequently cancelled by **You**.

Emergency: An incident in the **Home** occurring during the **Period Of Membership**, which if not dealt with quickly will:
(a) make the **Home** unsafe or insecure for its occupants; or
(b) cause damage to the **Home** and its contents; or
(c) leave the **Home** with a total loss of its **Main Source Of Heating**, lighting or hot/cold water.

Emergency Assistance: Work undertaken by an **Authorised Repairer** to resolve the **Emergency** by completing a repair to temporarily or permanently rectify, repair or prevent further damage occurring by making safe the **Emergency** where possible. It does not include the restoration of any decoration, fixtures, fittings or landscaping (e.g. fitted kitchen units, floor coverings/tiles, flowerbeds) or the permanent re-instatement of pathways and driveways needing to be removed or replaced in order to deal with the **Emergency**.

Geographical Limits: The United Kingdom including the Isle of Wight but not Northern Ireland, the Channel Islands, the Scilly Isles and the Isle of Man.

Home: The private dwelling that **You** own and reside in as **Your** permanent or secondary residence, including integral garage(s) used for domestic purposes. This does not include detached garages and outbuildings.

Main Source Of Heating: In the case of gas central heating, this is the boiler from the appliance isolating cock together with the pump, motorised valves and cylinder thermostat, temperature and pressure controls, pipework, hot water cylinder, feed and expansion tanks and the main flueing.

In the case of electrical storage heating, this is the storage and wall mounted panel heaters that are permanently sourced by the mains electricity supply, including convection storage heaters, storage heaters incorporating fans and combination storage/panel heaters.

The period whilst **You** hold a Black Card account.

Period Of Membership:

Permanent Repair: Repairs and/or work required to resolve the damage caused to the **Home** by the **Emergency**.

Pests:
a) wasps' nests
b) hornets' nests
c) mice
d) rats
e) grey squirrels.

Temporary Repair: Repairs and/or work that may resolve an **Emergency** but may need to be replaced.

Unoccupied: Not lived in by **You** or any member of **Your** family or by any other person with **Your** permission.

We/Us/Our: U K Insurance Limited.

You/Your/Yourself: The Black Card account holder ("the account holder") and/or any member of the account holder's family normally living at the **Home**.

What is covered

- Emergency** incidents that will be covered by this policy are:
 - Blockages in toilet waste pipes where there is only one toilet in the **Home**.
 - Plumbing problems related to leaking pipes, blocked drains, water tanks, or leaking radiators.
 - Central heating or boiler failure.
 - Gas or electricity failure within the **Home**.
 - Hot water failure.
 - Loss of all keys required to access the **Home**.
 - Broken or damaged windows and doors presenting a security risk to the **Home**.
 - The cost of treatment needed because of **Pests** in the **Home** that cause an **Emergency**.

How to make a claim

- If **You** suffer an **Emergency** at **Your Home** **You** should tell **Us** on the **Emergency** telephone number – **0845 301 1345**. **We** will then:
 - advise **You** how to protect **Yourself** and the **Home** immediately when **You** call **Us**;
 - organise and pay up to £750 including VAT, **Call Out**, labour, parts and materials to carry out **Emergency Assistance** at the **Home**. Major parts/appliances and parts/appliances that are **Beyond Economic Repair** are excluded. Any sum over this £750 limit will be **Your** responsibility to pay;

- (c) In the event of the **Home** becoming uninhabitable and remaining so overnight, **We** shall at **Your** request arrange and pay up to £100 including VAT in total for:
 - i) **Your** overnight accommodation; and/or
 - ii) Transport to such accommodation.

What is not covered

- 3) This membership is not a household buildings or contents insurance policy or an equipment maintenance contract. It is a benefit provided under **Your** Black Card account to complement **Your** household insurance policy if **You** have one, providing benefits and services which are not normally available under such policies. **We** therefore recommend that **You** have a buildings insurance policy covering **Your Home** and a contents insurance policy covering **Your** possessions.

General Exclusions

- 4) The following are excluded from the insurance:
 - (a) any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of cylinders, tanks, radiators and sanitary ware;
 - (b) burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap;
 - (c) internal plumbing and drainage, other than domestic sanitary fittings, hot/cold water supply, storage and drainage systems for which **You** have the responsibility within the interior of **Your Home**;
 - (d) external water supply pipes;
 - (e) failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding twelve months of this membership;
 - (f) boilers over 15 years old and/or with an output exceeding 60kW;
 - (g) electrical wiring, other than the permanent electrical supply system in **Your Home** supplying electrical power to internal wall sockets, switches, bulb sockets and fuse boxes which are beyond the electricity company's supply meter;
 - (h) consumables that need replacing through regular use, including but not limited to light bulbs, batteries, filters, fuses etc;
 - (i) internal locks, doors and glass;
 - (j) breakdown or loss of or damage to domestic appliances or saniflow toilets and other mechanical equipment;
 - (k) damage to boundary walls, hedges, fences or gates;
 - (l) the cost of treatment for **Pests** if **You** have failed to follow **Our** recommendations on preventing and controlling **Pests**.
- 5) **We** will not cover any of the following:
 - (a) loss or damage arising from circumstances known to **You** prior to the start date of the **Period of Membership**;
 - (b) any item not forming part of the **Main Source Of Heating**;
 - (c) the cost of replacement parts due to natural wear and tear or gradual deterioration;
 - (d) loss or damage arising from the interruption or disconnection of the gas, water or electricity services to the **Home**;
 - (e) costs of the restoration of any decoration, fixtures or fittings needing to be removed or replaced in the process of providing **Emergency Assistance**;
 - (f) loss or damage, however caused, to personal items, such as paintings, electrical goods, jewellery, clothing, etc;
 - (g) loss or damage arising from disconnection or interruption of mains services by the deliberate act of the Utility Company concerned or any equipment or services which are the responsibility or property of the Utility Company;
 - (h) any cost relating to the attempted repair by **You** or any person authorised by **You**;
 - (i) any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards;
 - (j) any **Emergency** in a **Home** that has been **Unoccupied** for more than 30 consecutive days, except where included under 5)(g);
 - (k) the cost of repairing faults or damage caused by fire, lightning, explosion, earthquake, flood, storm, subsidence, heave or landslide, malicious damage, theft or attempted theft (except where in relation to locks, doors and windows), structural repairs, alteration, demolition or the use of defective materials;
 - (l) any loss arising from movement caused by bedding down of new structures, demolition or structural repairs or alterations to the **Home**, faulty workmanship or the use of defective materials, or river or coastal erosion;
 - (m) any loss or damage caused by rot, fungus, woodworm, beetles, moths, insects or vermin;
 - (n) any expense, consequential loss, legal liability or any loss or damage to the **Home** directly or indirectly caused by terrorism. Terrorism is defined as the use of biological, chemical or nuclear force or contamination by any person(s) or group(s) of persons, whether acting alone or in connection with any organisation(s) or government(s), whether or not committed for political, religious, ideological or similar purposes, including the intention to influence any government or to put members of the public at fear;
 - (o) any loss or damage arising as a consequence of:
 - i) war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
 - ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the

- radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
- (p) any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all;
- (q) any system, appliance, wiring or fixtures where replacement is only necessary to make it compliant with legislation, health and safety guidelines or British Standards;
- (r) adjustment of time and temperature controls and replacement of time controls.

General Conditions

- 6) **We** will provide **You** with the services during **Your Period Of Membership** provided **You** observe all these Terms and Conditions.
- (a) all requests for **Emergency Assistance** must be made to RBS Black Card Personal Assistant Service on **0845 301 1345** within 24 hours of discovering the **Emergency** and not direct to an **Authorised Repairer** otherwise the membership benefits will not apply;
 - (b) **You** must produce the relevant identification at the request of the **Authorised Repairer** or **Our** other nominated agent;
 - (c) if any loss, damage or expense included within this membership is covered by any other insurance, maintenance contract, guarantee or warranty, **We** will not pay more than **Our** rateable proportion;
 - (d) this membership does not cover normal day to day maintenance of **Your Home** for which **You** are responsible. Nor does it pay for replacing items that need to be replaced as a result of natural wear and tear or gradual deterioration;
 - (e) **You** must co-operate with **Us** in obtaining reimbursement of any costs **We** incur under the terms of this cover, which may have been caused by the action of a third party against whom **You** have a legal right of action;
 - (f) **You** must take all reasonable steps to prevent any loss, damage or breakdown and to maintain the **Home**, its systems and appliances in good repair;
 - (g) in consideration of **Your Home** not being **Your** principal residence, the following amendments are made to the membership:
When **Your Home** is left **Unoccupied** for more than 30 consecutive days, it is a condition of the membership that:
 - I. all water, gas, electricity and oil supplies be turned off at the mains unless required to keep the central heating system in constant operation to maintain an air temperature of at least 5°C (40°F);
 - II. during the period 1 October to 31 March inclusive, the water system be turned off at the mains and drained or, if **Your Home** is centrally heated, the central heating system be kept in constant operation to maintain an air temperature of at least 5°C (40°F).
 - III. **Your Home** is inspected at least once a week by a responsible person;

- (h) spare or replacement parts may not be from the original manufacturer and will not necessarily be a like-for-like replacement. **We** cannot be held responsible for delay in supplying spare or replacement parts;
- (i) replacement of boiler parts is subject to availability;
- (j) **We** will not be responsible for any consequential loss arising from the provision of, or delay in providing the services under this membership;
- (k) these Terms and Conditions represent the entire agreement of the parties on the matters in question;
- (l) this membership is between **You** and **Us**. No one else has any rights they can enforce under this membership except those they have by law.

Ⓐ YOUR INFORMATION

Who we are

RBS Black Card Home Emergency is arranged by Homeserve and underwritten by U K Insurance limited (UKI).

You are giving your information to U K Insurance limited (UKI). In this Information statement, 'we', 'us' and 'our' refers to RBS Black Card and UKI, unless otherwise stated.

Your electronic information

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

How we use your information and who we share it with

We will use your information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party underwriters and reinsurers. Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop our services, systems and relationships with you;
- understand our customers' requirements;
- develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- where we have your permission; or
- where we are required or permitted to do so by law; or
- to fraud prevention agencies and other companies that provide a service to us or you; or
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

Sensitive Information

Some of the personal information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents. You will have been asked to agree to this when you called but please ensure that you only provide us with sensitive information about other people with their agreement. By signing your credit agreement you are agreeing to this.

Dealing with other people

It is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking applications for, and managing credit and other facilities and recovering debt;
- Checking insurance proposals and claims;
- Checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact us at the address below. The agencies may charge a fee. If you would like a copy of the information we hold about you, please write to: The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley BR1 1DP, quoting your reference. A fee may be payable.

Correspondence Address: RBS Black Card Home Emergency Service, PO Box 300, Leeds LS99 5GF.

RBS Black Card Home Emergency Service is underwritten by U K Insurance Limited, The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England No. 1179980, authorised and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Calls may be recorded.

EXTENDED WARRANTY

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 RBS Black Card customers as described in your policy documents.



Your Policy Summary

This Summary of Protection does **not** contain the full terms and conditions of the insurance contracts, which are included with this document.

- 1. Insurance Provider:** The insurance plans are underwritten by Domestic & General Insurance PLC.
- 2. Types of Insurance and Cover:**
 - i. Free 2nd or 3rd year Extended Warranty ("Free Cover"):** This is a general insurance contract that provides 1 year's free extended warranty cover (for up to six qualifying household appliances per calendar year) in the 2nd or 3rd year after purchase, protecting against the cost of breakdown, accidental damage and food spoilage (freezing equipment only). Accidental damage and food spoilage covers commence from the date you register your appliance.
 - ii. Purchase additional 3 year cover ("Additional Cover"):** On registration of your appliance under Free Cover, depending on the appliance, we may also offer you the opportunity to purchase an optional extension to the Free Cover for a further 3 years. This Additional Cover will be offered on the same basis as for the Free Cover described above. Where the Additional Cover is chosen you should review this cover periodically to ensure it remains adequate.
- 3. Significant Features and Benefits of Cover:** For both the Free Cover and Additional Cover these are:
 - Breakdown;
 - Accidental Damage;
 - Food Spoilage;Please see the Terms and Conditions document for a full explanation of these terms.
- 4. Statement of Price:** There is no charge for the Free Cover. Upon registration, you may be offered the opportunity to purchase Additional Cover and the price

will be notified to you at this time. Payment options for the Additional Cover will also be advised at this time. Delivery and installation charges are not covered where an appliance is replaced. Your plan fee will include all costs of purchase such as premiums and taxes at the applicable rate.

5. **Significant Exclusions and Limitations:** The full list of what is not covered by your plan is contained in the terms and conditions. The following are significant exclusions and limitations:
- i. Register up to six appliances per calendar year. To qualify for cover, registrations must be made within 90 days of purchase and for appliances costing between £75 and £2,000;
 - ii. Breakdown costs will not be covered if they are still covered elsewhere by any manufacturer's guarantee;
 - iii. If your appliance cannot be repaired or is beyond economical repair, then a depreciation scale will apply. If your appliance is over 5 years old you may be required to make a contribution towards the cost of replacement as follows:

Age of Equipment	What we will pay
Over 5 years and up to 6 years	50% of the current retail price*
Over 6 and up to 7 years old	40% of the current retail price*
Over 7 years	30% of the current retail price*

*The current retail price is the lowest price reasonably available, and if we cannot reasonably replace your appliance, you will receive vouchers for the amount we will pay;

- iv. Delivery and installation charges are not covered where an appliance is replaced;
 - v. Any costs you may incur to dispose of your original appliance;
 - vi. Theft, attempted theft, malicious damage or damage caused by fire or explosion;
 - vii. Repair call out costs if no fault is found with your appliance.
6. **Duration of the Insurance Contracts:**
- i. **Free Cover:** The 2nd or 3rd year breakdown cover commences at the end of a manufacturer's 1 or 2 year guarantee and continues for a 1 year period. The accidental damage and food spoilage cover commences on the date an appliance is registered, continuing during the period of a manufacturer's 1 or 2 year guarantee and then for a further 1 year period.
 - ii. **Additional Cover:** Breakdown cover, accidental damage and food spoilage covers commence at the end of the Free Cover and continue for a period of 3 years, provided Domestic & General receives the total premium payable.
7. **Cancellation and Termination:** You do not need to notify us if you wish to cancel your Free Cover, as no premium has been paid. If the Additional Cover is purchased, then the following cancellation rights will apply:

- i. You may cancel the Additional Cover at any time before cover commences (from the third year after purchase of your appliance) and receive a full refund.
- ii. If you cancel the Additional Cover once cover has commenced, and have not made a claim under the plan, Domestic & General Insurance PLC will refund the part of the monies you have paid relating to the remaining full months of cover.
- iii. If you cancel the Additional Cover once cover commences and you have made any claim, then no refund will be paid.
- iv. If your appliance is beyond economical repair, and we have met our obligations to you under the plan to provide you with a replacement appliance or monetary settlement, no premiums will be refunded and your plan will end. You can request a cancellation by contacting the Customer Services Department on **08444 810523**, or email us at web.support@domgen.com, or by writing to Domestic & General's Customer Service Manager, Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP.

8. **How to Claim:** You can find details of how to claim in section 7 of your plan document. If you have not yet received this, call us on **08444 810523**.

9. **Making a Complaint:** If you wish to contact us or complain, then:
- i. Call the Customer Service Department on **08444 810523**;
 - ii. Write to the Customer Care Manager at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP;
 - iii. Email us at web.support@domgen.com or by clicking on 'contact us' at www.domgen.com.

We hope that you will be satisfied with our response to your enquiry. If you are not satisfied, you can ask for your case to be reviewed by Domestic & General and a final decision made on behalf of the Managing Director.

If you are still not satisfied you can ask the Financial Ombudsman Service to review your case. They can be contacted at: South Quay Plaza, 183 Marsh Wall, London E14 9SR. Email: enquiries@financial-ombudsman.org.uk.

10. **The Financial Services Compensation Scheme:** We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit (with effect from 1/1/10 maximum 90% of the claim, without any upper limit). Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or by writing to them at: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.
11. **Renewing your Plan**
When you take out protection, you do not have to worry about remembering to renew:

- If you pay by direct debit you will receive a renewal notice advising you of the amount which we will automatically collect, unless you advise us otherwise; or
- If you pay by any other means (or where only Free Cover taken) you will receive a renewal notice advising you of the renewal amount to pay. You will need to return this with payment for protection to continue.

OTHER IMPORTANT PRE-CONTRACT INFORMATION

Further information about us and our regulator

Domestic & General Insurance PLC (company number 485850), whose head office address is Swan Court, 11 Worples Road, Wimbledon, London SW19 4JS, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 202111). Our address and details of our authorisation can be checked on the FCA web site www.fca.org.uk/register or by contacting the FCA on **0800 111 6768**.

Our product and our service

Domestic & General Insurance PLC only offers its own insurance products, which meet the demands and needs of those who wish to ensure that their domestic electrical appliance is protected against the costs of repair or replacement in the event of a breakdown. You will receive information about the details of the products and their terms from us, but will not receive advice from us on whether they are suitable for your needs – you should make your own choice whether they are suitable.

Law governing the contract

The information provided, including the terms and conditions have been provided in English. We will communicate in English, and English Law will apply to all our insurance contracts unless we agree otherwise with you.

Data protection

Your details will be held and used by Domestic & General Services Limited, Domestic & General Insurance PLC, and selected companies acting on our behalf to administer your plan. We may pass your data to any relevant regulator or dispute resolution provider. We may also use your data for training and testing purposes. If you have given us permission, your details may also be used by us or third parties for other marketing purposes. We may disclose your information to our service providers and agents for these purposes. We and the third parties (if applicable) may contact you by mail, telephone or email. If you no longer want your data to be used by third parties or by us for marketing purposes and you have not already notified us please write to the Data Protection Officer at: Domestic & General, Freepost CV2560 BEDWORTH, Warwickshire CV12 8BR. To help keep your details accurate we may use information we receive from our partners. You can ask for a copy of your details (for a small fee) and to correct any inaccuracies. To improve our service we may monitor or record our communications with you.

Direct Debit Guarantee

This guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by

your own Bank or Building Society. If the amount to be paid or the payment dates change, Domestic & General will notify you 14 days in advance of your account being debited or as otherwise agreed. If an error is made by Domestic & General or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid. You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us. N.B. The fee will be collected quarterly commencing approximately one month after receipt of completed application. On expiry of the initial period the renewal fee will be deducted on a quarterly basis unless cancelled.

EXTENDED WARRANTY

Policy Terms and Conditions

Significant Features and Benefits Explained

The following are definitions of the different benefits available under the plan.

Breakdown

The cost of repair to the equipment following a mechanical or electrical fault which stops the equipment working properly.

Accidental Damage

The cost of repair to the equipment following physical damage as a result of a sudden and unforeseen cause which stops the equipment working properly.

Food Spoilage (for freezing equipment only)

If the equipment breaks down or there is an accidental failure of the public electricity supply (except as a result of bad weather conditions) we will provide you the cost of:

- Food spoilt in the freezing compartment (up to the value of £300 for any one claim); or
- Hiring temporary freezer space (up to the cost of £50 per claim) to prevent the food from spoiling.

The most we will pay in any one period of insurance is £500.

Other Terms and Conditions

Duration of cover

Breakdown cover commences at the end of the manufacturer's 1 or 2 year guarantee, and continues for 1 year. The accidental damage and food spoilage covers commence on appliance registration and continue during the period of the manufacturer's 1 or 2 year guarantee period and then for a further 1 year period.

Terms of Replacement

We will always, subject to the full terms, conditions and exclusions of your plan, repair your equipment unless:

- a) we cannot repair it; or
- b) we cannot obtain the spare parts to repair it; or
- c) if it is under 5 years old and we can replace it for less than the cost of the repair; or
- d) if it is over 5 years old and the cost of the repair is more than we will pay – see the box below.

Age of Equipment	What we will pay
Over 5 years and up to 6 years	50% of the current retail price*
Over 6 and up to 7 years old	40% of the current retail price*
Over 7 years	30% of the current retail price*

*The current retail price is the lowest price reasonably available.

- We will only replace your equipment if we have agreed to do so before a repair is carried out. When we have replaced your equipment, your plan will end immediately and there will be no refund of the fee you have paid. When we have replaced your equipment you may dispose of the original equipment if it is in your possession.
- If we do not repair your equipment we will replace it with equipment of the same or similar make and specification. For equipment which is over 5 years old and up to 6 years old we will ask you to pay 50% of the current retail price of the equipment. For equipment over 6 years old and up to 7 years old we will ask you to pay 60% of the current retail price and for equipment over 7 years old we will ask you to pay 70%. You must also pay us for our supplier's delivery and/or installation charges and any outstanding fee instalments.
- If we cannot reasonably arrange a replacement we will pay you a contribution towards the cost of the new equipment, usually this will be vouchers redeemable from a retailer chosen by us. We will calculate this contribution using the age of your equipment and the current retail price, as shown in the 'What we will pay' table above.
- We will not be responsible for any costs that you may incur to dispose of your original equipment.

What is not provided by your plan

- a. Costs provided by any manufacturer's, supplier's or repairer's guarantee or warranty.
- b. The equipment being recalled by the manufacturer.
- c. The cost of modifying the equipment.
- d. Claims arising from your failure to follow the manufacturer's instructions.
- e. Claims arising from using your equipment in a non-domestic or commercial environment unless we agree to the use in writing beforehand.
- f. Theft, attempted theft, malicious damage or damage caused by fire or explosion.
- g. Claims arising from floods, lightning, storms, frost or other bad weather conditions.
- h. Claims arising from any problem with the supply of electricity, gas or water (unless your claim is for food spoilage).
- i. Costs if no fault is found with your equipment.
- j. Routine maintenance, cleaning and servicing.
- k. Labour charges for work outside our repairer's normal working hours which are Monday – Friday 9am to 5pm.
- l. Repairs carried out outside the United Kingdom, unless we agree otherwise in writing.
- m. Costs arising from not being able to use your equipment or from damage caused when the equipment breaks down, including any costs to remove or reinstate built-in or fitted equipment.
- n. Cosmetic damage such as damage to paintwork or dents or scratches to the

equipment.

- o. The cost of replacing any item or accessory that is intended to be replaceable. These include: fuses, batteries, light bulbs, fluorescent tubes and related starters, filters, attachments, cables, plugs, light covers or rain covers.
- p. Costs due to rust, corrosion or water damage.
- q. Any cost arising from the change from analogue to digital broadcasting including the termination of analogue transmission of any type.
- r. Delivery and installation charges if a replacement takes place as detailed in 'Terms of replacement'.

Protection is also not provided for the following:

Cooking equipment

- Ceramic or glass surfaces (unless due to accidental damage)
- Oven liners

Vacuum cleaners and floor polishers

- Bags, brushes or belts

Shower equipment

- Scale damage

Audio visual equipment

- Tuning
- Styli or cartridges

Satellite equipment

- Realigning or re-siting the dish
- Rust
- Tuning
- Water damage

Computer equipment

- Software (applications or operating system)
- Damage caused by viruses
- Accessories which you have not told us about in writing, including joysticks
- Replaceable printer heads

In-car equipment

- Removing or re-installing the equipment

Plasma televisions

- Costs due to unusual physical or electrical stress, burned screen or software interface problems
- Claims arising due to a failure to install the display in line with the manufacturer's instructions
- Costs associated with gaining access to cables within the fabric of a building or wall
- Repairs due to pixel failure where the number or location is not in excess of the manufacturer's acceptable limit
- Wall mounted units if not fitted as per manufacturer's recommendations
- Damage during delivery

Lawnmowers

- Belts, blades and/or blade sharpening, oil or petrol

Gas/Electric Fires

- Fuel lines to the equipment and the flue system from the equipment
- Difficulties in getting to the equipment
- Turning on or lighting up the equipment and adjusting the switches and controls, except following a repair provided by the plan
- Work caused by equipment which is not installed correctly
- Energy management systems or immersion heaters

This plan will not protect against claims arising from third party or personal injury.

How to claim

Please call **08444 810523** to claim for a repair.

You must use our approved repairer who will normally send the repair bill to us so that you have no repair bill to pay. In the unlikely event that we advise you to pay the repairer yourself, we will tell you how to claim.

If your claim is for Food Spoilage you must keep the spoilt food for at least two working days to allow us or our agents to verify your claim.

How to contact us or complain

- Call our Customer Service Department on **08444 810523**.
- Write to the Customer Care Manager at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP.
- Email us at web.support@domgen.com or by clicking on 'contact us' at www.domgen.com.

We want you to contact us so that we know what you think of us and the services we provide. We hope that you are satisfied with our response to your enquiry. If you are not satisfied, you can ask for your case to be reviewed by us and a final decision made on behalf of the Managing Director.

If you are still not satisfied you can ask the Financial Ombudsman Service to review your case. They can be contacted at:

South Quay Plaza

183 Marsh Wall

London E14 9SR

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

Your right to change your mind/cancellations

- You do not need to notify us if you wish to cancel your Free Cover, as no premium has been paid.
- You may cancel the Additional Cover at any time before cover commences (from the third year after purchase of your appliance) and receive a full refund.
- If you cancel the Additional Cover once cover has commenced, and have not made a claim under the plan, Domestic & General Insurance PLC will refund the part of the monies you have paid relating to the remaining full months of cover.
- If you cancel the Additional Cover once cover commences and you have made any

claim, then no refund will be paid.

- If your appliance is beyond economical repair, and we have met our obligations to you under the plan to provide you with a replacement appliance or monetary settlement, no premiums will be refunded and your plan will end.

You can request a cancellation by contacting the Customer Services Department on **08444 810523**, or email us at web.support@domgen.com, or by writing to Domestic & General's Customer Service Manager, Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP.

Fraud

This plan will not be valid if any information you give us is false or exaggerated.

Governing law and your statutory rights

Purchasing this plan does not affect your statutory rights. The information provided, including the terms and conditions have been provided in English. We will communicate in English, and English Law will apply to all our insurance contracts unless we have agreed otherwise with you.

Rights of third parties

This plan is for the benefit of you and anyone else we have agreed with you.

No benefits will be given to anyone else.

Transferring your plan

You can transfer your plan to a new owner of the equipment as long as you give us written details of the new owner. Your plan cannot be transferred to any other equipment.

Phoning us

We may record your phone calls with our representatives to monitor and improve the quality of the service we provide.

Other plans or insurance

If, when you require breakdown protection, there is any other service agreement or an insurance policy under which you are entitled to claim, we will only pay an appropriate proportion.

Renewing your plan

At the end of your period of protection, we will write to you about renewing.

- If you pay by direct debit you will receive a renewal notice advising you of the amount which we will automatically collect, unless you advise us otherwise; or
- If you pay by any other means (or where only Free Cover taken) you will receive a renewal notice advising you of the renewal amount to pay. You will need to return this with payment for protection to continue.

OTHER IMPORTANT PRE-CONTRACT INFORMATION

Registering your appliance for cover

You can register up to six appliances per calendar year. To qualify for your Free Cover each and every appliance must be registered with the Extended Warranty Helpline on **08444 810523** within 90 days of purchase. Most common household items with a purchase price of between £75 and £2,000 can be registered. This includes laptops, LCD



and plasma televisions. However iPods, iTouch and iPhones cannot be registered. You can check before purchasing the appliance by calling the Extended Warranty Helpline.

The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation under the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Our obligations to you are covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit (with effect from 1/1/10 maximum 90% of the claim, without any upper limit). Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk or by writing to them at: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Further information about us and our regulator

Domestic & General Insurance PLC (company number 485850), whose head office address is Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 202111). Our address and details of our authorisation can be checked on the FCA web site www.fca.org.uk/register or by contacting the FCA on **0800 111 6768**.

Our product and our service

Domestic & General Insurance PLC only offers its own insurance products, which meet the demands and needs of those who wish to ensure that their domestic electrical appliance is protected against the costs of repair or replacement in the event of a breakdown. You will receive information about the details of the products and their terms from us, but will not receive advice from us on whether they are suitable for your needs – you should make your own choice whether they are suitable.

Data protection

Your details will be held and used by Domestic & General Services Limited, Domestic & General Insurance PLC, and selected companies acting on our behalf to administer your plan. We may pass your data to any relevant regulator or dispute resolution provider. We may also use your data for training and testing purposes. Unless you have already notified us that you do not wish your details to be used for other purposes, your details may also be used by us or carefully selected third parties for other marketing purposes. We may disclose your information to our service providers and agents for these purposes. We and the third parties may contact you by mail, telephone or email. If you do not want your data to be used for other purposes and you have not already notified us please write to the Data Protection Officer at: Domestic & General, Freepost CV2560 BEDWORTH, Warwickshire CV12 8BR. To help keep your details accurate we may use information we receive from our partners. You can ask for a copy of your details (for a small fee) and to correct any inaccuracies. To improve our service we may monitor or record our communications with you.

ROADSIDE ASSISTANCE

Statement of needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs.

Your Policy Summary

Please read this document carefully. This policy summary does not form part of the contract between us. Full terms and conditions can be found within the Policy Document.

Features of an RBS Black Card Rescue Policy

The policy you have purchased is underwritten by U K Insurance Limited and will run in conjunction with your RBS Black Card. As this policy could run for several years you may want to review your insurance needs periodically to ensure the policy is adequate.

Please refer to your Black Card Rescue Policy.

Significant Features of a Black Card Rescue Policy

- Green Flag Motoring Assistance provides the breakdown service
- Your policy covers your car or anyone driving with your permission
- You can claim £10 if not attended within 60 minutes – General Condition 7

Roadside Assistance including 30 minutes free labour – Section 1

Long distance recovery to your home address, original destination in the UK or a suitable repairer – Section 2

Assistance within 1 mile of home address – Section 3

Caravan and Trailer cover – Section 4

European cover for cars less than 10 years old – Section 5

Legal Costs – Section 6

Significant Exclusions or Limitations

- If the Insured Vehicle is in a position we cannot get to and we need to use specialist equipment for its recovery, you will have to pay extra costs – General Condition 5
- We are not responsible for the actions or costs of garages, recovery firms or emergency services acting on your instructions or the instructions of anyone acting for you and cannot be held liable for them – General Condition 12
- We may choose to repair the vehicle (at your cost) following an Insured Incident rather than arranging for it to be recovered – General Condition 15
- Service limits apply to this Policy. You may have to pay additional costs if you exceed them – see Service limits.

Your right to cancel

The breakdown cover is provided as a benefit of being an RBS Black Card holder. If the connected RBS Black Card is cancelled, this policy ends.

How to make a claim

To notify us of a claim whilst travelling within the UK, please telephone **0845 301 1345** (Minicom **0870 154 1192**).

To make a claim whilst travelling in Europe, please call **+44 1733 862 639**.

How to complain

Should there ever be an occasion where you need to complain, please call us on **0845 767 0345**.

If you wish to write, then address your letter as follows:

- Customer Relations Department, RBS Black Card, Green Flag Limited, The Wharf, Neville Street, Leeds LS1 4AZ.

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone **0800 023 4567** or **0300 123 9123**.

Details about our Regulator

U K Insurance Limited is authorised and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered No. 202810. The Financial Conduct Authority and Prudential Regulation Authority website which includes a register of all regulated firms can be visited at www.fca.org.uk/register, or the Financial Conduct Authority can be contacted on **0800 111 6768**.

Under the Financial Services and Markets Act 2000, should U K Insurance Limited be unable to meet their liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

ROADSIDE ASSISTANCE

Policy Terms & Conditions

Our Promise to you

We will always try to be fair and reasonable whenever you have need of the cover of this policy. We will also act as quickly as we can to provide that cover. Should there ever be an occasion when you feel we have failed to do this, then please let us know. We will do everything possible to make sure your complaint is dealt with quickly and fairly. The easiest way to complain is simply to give us a call on 0845 767 0345.

Alternatively, should you feel the need to write, please address your letter to:

Customer Relations Department
RBS Black Card
Green Flag Limited
The Wharf
Neville Street
Leeds
LS1 4AZ.

Our staff will attempt to resolve your complaint immediately. If this is not possible, we promise to acknowledge your complaint within 5 business days of receipt. We will then endeavour to resolve your complaint as quickly as possible. If we are unable to do so within 4 weeks, we will write and let you know the reasons why and the further action we will take. If we cannot resolve the differences between us, we will issue a final response letter. Upon receipt of this, you may refer your complaint to the Financial Ombudsman Service (FOS), who will then liaise with us on your behalf.

The address of the Financial Ombudsman Service is:
Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London E14 9SR

(Tel: **0800 023 4567** or **0300 123 9123**).

Please note that you will need to request a final decision from us before referring your complaint to the Financial Ombudsman Service. If you do refer your complaint to the Financial Ombudsman Service, this will not affect your right to take legal action. A full copy of our complaint procedure leaflet is available upon request.

Details about our Regulator

U K Insurance Limited is authorised and regulated by the Financial Conduct Authority and Prudential Regulation Authority, Registered No. 202810. The Financial Conduct Authority website which includes a register of all regulated firms can be visited at www.fca.org.uk/register, or the Financial Conduct Authority can be contacted on **0800 111 6768**.

Under the Financial Services and Markets Act 2000, should U K Insurance Limited be unable to meet their liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Duty of Disclosure

We rely on the information that you supply. If that information is inaccurate or incomplete, your policy may not be valid.

Details of how we use the information that you provide to us is detailed in the Privacy Statement.

These terms and conditions are evidence of the contract between you and U K Insurance Limited based on the information you have provided to us.

RBS Black Card Rescue is provided by Green Flag Motoring Assistance on behalf of and underwritten by U K Insurance Limited. U K Insurance Limited is authorised and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Telephone calls may be recorded with the aim of improving our service to you. Black Card Cover is a joint venture between U K Insurance Limited and The Royal Bank of Scotland plc.

U K Insurance Limited, The Wharf, Neville Street, Leeds LS1 4AZ

Authorised and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Registered in England and Wales number: 1179980.

Breakdown and Recovery Services

In this policy, the following words have the meaning defined below in the relevant Section as specified:

Definitions

Force Majeure – An event beyond Our reasonable control which includes without limitation fire, flood, inclement weather, earthquake, accident, civil disturbances, war,

rationing, embargoes, strikes, labour problems, delays in transportation, inability to secure necessary materials, delay or failure of performance of any supplier or subcontractor, acts of God or acts of government.

Geographical Limits – France, Germany, Belgium, Luxembourg, The Netherlands, Andorra, Austria, Balearics, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Malta, Monaco, Norway, Poland, Portugal, Romania, San Marino, Sardinia, Sicily, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar, the Republic of Ireland and the Channel Islands, but excluding the United Kingdom.

Home – Your permanent place of residence in the United Kingdom.

Insured Incident – A road accident, breakdown, vandalism, fire or theft involving the Insured Vehicle during the Period of Insurance.

Insured Person – You and any other person who at the time of the Insured Incident, is driving or riding as a passenger in the Insured Vehicle with your permission and is not a hitch-hiker; to a maximum of 8 persons including the driver.

Insured Vehicle – A single vehicle that is the main vehicle of the household of the RBS Black Card holder and which complies with the vehicle specification described in General Condition 16, and carries no more than the number of persons recommended by the manufacturer (and for whom seats are provided).

Market Value – The cost in the United Kingdom of replacing the Insured Vehicle with one of a similar type and condition at the time of inspecting the Insured Vehicle after the Insured Incident.

Policy – The RBS Black Card Rescue terms and conditions that form the contract between you and Us.

Period of Insurance – The period starting on the date your Insured Vehicle is registered with Green Flag and ending on the date your Black Card account is closed.

RBS Black Card Cover – The Insurance cover provided by the Insurer, terms and conditions of which are detailed in this booklet and form a part of the agreement between you and the Insurer ('Insurance cover').

United Kingdom – Great Britain, Northern Ireland, the Isle of Man and for residents of the Channel Islands only, the Channel Islands.

We/Our/Us – U K Insurance Limited.

You – The primary Black Card holder or any person driving the Insured Vehicle with your permission.

How to make a claim

To notify Us of a claim whilst travelling within the UK, please telephone **0845 301 1345 (Minicom 0870 154 1192)**. To make a claim whilst travelling in Europe, please call **+44 1733 862 639**.

Section 1

Roadside Assistance

What You are insured for:

Following an Insured Incident at least 1/4 mile either from your Home or the place where the Insured Vehicle is usually kept, We will:

- arrange for roadside assistance and, if necessary, transportation of the Insured Vehicle and Insured Persons, to either a single destination of Your choice in the United Kingdom within 10 miles of the Insured Incident or to a suitable repairer within 10 miles of the Insured Incident; and
- provide these services including call out and up to 30 minutes labour for roadside assistance.

What You are not insured for:

- any cost of fuel, spare parts, or labour costs over the first 30 minutes;
- the cost of repairs when the Insured Vehicle has to be transported to a garage, or for any other charges at the garage such as storage charges;
- damage or costs as a result of breaking into the Insured Vehicle because You have lost Your keys;
- the cost of getting a spare wheel or for roadside repairs if You cannot provide a suitable spare wheel.

Section 2

Recovery

What You are insured for:

Following an Insured Incident occurring at least 1/4 mile from either Your Home or the place where the Insured Vehicle is usually kept and the Insured Vehicle cannot be repaired at the scene of the Insured Incident, We will arrange for the Insured Vehicle and Insured Persons to be taken to one of the following in the United Kingdom:

- Your Home; or
- the original intended destination; or
- a suitable repairer within 10 miles of either the Insured Incident, Your Home or Your original destination.

What You are not insured for:

- recovery if You cannot get into the Insured Vehicle because You have lost the keys;
- costs of call outs, labour and parts for faults which We decide at Our discretion to repair at the roadside.

Section 3

Home-call

What You are insured for:

If an Insured Incident takes place within 1/4 mile of either your Home or where the Insured Vehicle is usually kept, you will be entitled to the cover detailed in Section 1 Roadside Assistance.

Section 4

Caravan and trailer cover

What You are insured for:

Your caravan or trailer will have exactly the same cover as the Insured Vehicle when being towed by the Insured Vehicle provided:

- it conforms to The Motor Vehicle (Construction and Use) Regulations 1986, as amended or replaced from time to time; and
- fits a standard 50mm tow ball; and
- falls within the size and weight restrictions specified in General Condition 17; and

- the weight of the caravan or trailer when loaded is not more than the kerb weight of the Insured Vehicle; and
- it is of a standard make.

We recommend all caravans and trailers carry a serviceable spare wheel and tyre.

Section 5 European cover

This Section only applies to vehicles which are 10 years old or less, within the Geographical Limits.

What You are insured for:

Roadside Assistance and Towing

We will arrange and pay for:

- labour and call-out charges involved in providing roadside assistance after an Insured Incident, if there is a reasonable chance that the roadside assistance will make the Insured Vehicle fit to drive; or
- the Insured Vehicle to be taken to the nearest local repairer or safe storage place after an Insured Incident.

Note:

You must pay for the reasonable cost of spare parts, garage labour and materials used by the local repairer in fixing the Insured Vehicle.

Loss of use of the Insured Vehicle. If:

- You cannot use the Insured Vehicle because of an Insured Incident and We reasonably believe that the Insured Vehicle will be out of use for more than eight hours; or
 - the Insured Vehicle is stolen and not recovered within eight hours; We will organise and pay for the reasonable costs of one of the following:
 - taking You and up to five passengers and Your luggage to Your destination, within the Geographical Limits, and then returning You to the Insured Vehicle after it has been repaired;
- Or
- accommodation, including one daily meal (but not alcoholic drinks), for You and up to five passengers while the Insured Vehicle is repaired. These expenses are limited to £45 a day for each person for up to five days;
- Or
- up to a total of £750 towards the cost of hiring another car before the Insured Vehicle is repaired locally.

Note:

- We cannot guarantee that hire cars will always be available and are not responsible if they are not available.
- We cannot guarantee that there will be tow bars or roof racks on hire cars.
- You will be responsible for the fuel You (and any authorised drivers) use in the hire car and any tolls and all other expenses You have to pay.
- Hire cars provided on the European mainland must stay in the country where they were hired in line with the terms of the hire company.
- If We arrange a hire car, You will have to comply with the terms and conditions of the hire company, and pay any deposit the hire company asks for.

- In some cases, You may have to pay for the car hire services locally. If this happens, We will give You a refund as long as You have received advanced approval from Our European control centre.
 - We will not pay any additional costs for repatriating your pet(s).
- Returning the Insured Vehicle to the United Kingdom.
- If the Insured Vehicle is repaired before You return to the United Kingdom then You will be responsible for returning the Insured Vehicle to the United Kingdom and for all associated costs.
 - If the Insured Vehicle cannot be repaired before You return to the United Kingdom or the Insured Vehicle is stolen outside the United Kingdom and not recovered until after You have returned to the United Kingdom.

We will pay for the following:

- The reasonable costs of taking You and up to five passengers and Your luggage to Your Home in the United Kingdom by a route and method of Our choice. We will not pay for special travel arrangements if one of You has a medical condition. We will also pay for the Insured Vehicle to be taken from the entry point into the United Kingdom to Your Home or to a repairer of Your choice in the United Kingdom.
- If You have left the Insured Vehicle abroad, We will pay the cost of a standard class single ticket by rail or sea (or by air if the train or boat journey would be longer than 12 hours) for You or a driver of your choice to collect the Insured Vehicle. We will also pay any necessary and reasonable expenses on the outward journey for one person collecting the Insured Vehicle, including accommodation and Green Card charges. We will not pay more than £600 in total.
- If necessary, We will also pay any charges up to a total of £100 for storing the Insured Vehicle abroad before it is repaired, sent Home or legally abandoned.

Note:

- We will not pay for the Insured Vehicle to be returned to the United Kingdom if We believe, in Our reasonable opinion, that the cost of doing so would be greater than the Market Value in the UK.
- You must make all travel arrangements in advance with Us and all costs and expenses, which are recoverable under this Policy must be agreed with Us in advance.

Providing a chauffeur to return You Home

If there is an accidental injury, sudden illness or death which means that there is no-one who can drive the Insured Vehicle, We will pay for a qualified person to drive the vehicle and passengers back to Your Home in the United Kingdom. We will need to see all medical and other evidence. We will not pay the cost of any fuel used and road tolls. We will also pay Your accommodation costs on Your return journey, if these costs would not have been necessary if the journey or holiday had gone ahead as planned. The most We will pay is £45 a day for each person for up to five days.

Delivering spare parts

If We cannot get hold of the spare parts locally to repair the Insured Vehicle following an Insured Incident, We will arrange to have them delivered to You as quickly as possible. If the spare parts are transported by plane We will arrange for them to be delivered to the driver of the Insured Vehicle.

We will not be responsible to provide the spare parts if the spare parts:

- are no longer made;
- cannot be bought from the wholesaler or agent; or
- cannot be exported to the country where the Insured Vehicle is.

Note:

- We will only pay the cost of transporting spare parts. You must pay Us the actual cost of the spare parts and any customs duty within a month of Us asking for payment. You must also pay for the labour involved in repairing the Insured Vehicle within a month of Us asking for payment.

How to claim

If You want to make a claim under Section 5, You will need a claim form. Please write to:

European Claims Department
Green Flag Motoring Assistance
Leeds

LS28 5GF

Or phone 0113 236 3236 and ask for the European Claims Department.

Once You have filled in the form, You should return it to the address above.

Note:

- a) We can only accept claims on an official claim form.
- b) Any expenses for which You claim must have Our prior consent and approval.
- c) You must send in all relevant receipts, accounts, bills and invoices with Your claim form.
- d) Our European Claims Department must receive Your claim within 30 days of Your return to the United Kingdom.

European Motorways

In several parts of Europe, if You breakdown on a motorway or other major public road, police will answer the phones. They will arrange for a local recovery company to send a recovery truck to You without contacting Us. Very few of these local recovery agents have any link with UK motoring organisations, and You may well have to pay for this assistance on the spot. If You keep a receipt, We will refund the full cost of the assistance, including towing charges and time the mechanic has spent working on the Insured Vehicle at the roadside. We will not pay for any spare parts used or labour charges at a garage.

Once You have been taken from a motorway or major public road to a place of safety such as a local garage or motorway service station, please contact Us if You need other advice or services, such as car hire.

Section 6

Legal Costs

Definitions

In respect of this section the definition for Geographical Limits, Insured Incident and You or Your replaces that defined on page 19 of the Policy.

Certificate of Motor Insurance – this document provides evidence that You have taken out the insurance You must have by law. It identifies who can drive the Insured Vehicle and the purposes for which the Insured Vehicle can be used.

Costs – the professional fees and expenses reasonably and necessarily charged by Your Solicitor in proportion to the value of Your claim and how complicated it is.

We will also pay costs which You are ordered to pay by a court or other organisation and any other costs We agree to in writing.

Geographical Limits – Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Isle of Man, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Netherlands, Northern Ireland, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar, United Kingdom.

Solicitor – Any suitably qualified person appointed to act for You under this section.

Uninsured Losses – losses which You can not recover from any insurance Policy.

You or Your – any person identified in the current Certificate of Motor Insurance as being authorised to drive or use the Insured Vehicle. This also includes any passengers.

What is covered

We will pay Costs for the following:

Death or Injury

Following any road traffic accident involving the Insured Vehicle which is not Your fault, We will pay the Costs of recovering the following Uninsured Losses:

- Your death or injury;
- damage to the Insured Vehicle;
- damage to any property in the Insured Vehicle which You own or are legally responsible for; or
- any other Uninsured Losses You suffer.

Legal Defence

Providing You notify Us within 28 days of receiving a summons, We will pay the Costs of defending Your legal rights if You are prosecuted for an offence under road traffic laws whilst You are driving or using the Insured Vehicle.

Travel Expenses

We will pay additional travel expenses in the event that You are obliged by a court abroad to attend in connection with an incident giving rise to a claim under this section up to a maximum of £250 per person.

Cover provided by this section only applies if:

- at the time of the claim, the Insured Vehicle is being driven or used for a purpose allowed and by a person identified in your Certificate of Motor Insurance;
- the date of incident is within the Period of Insurance and the incident happens within the Geographical Limits;
- any legal proceedings will be carried out within the Geographical Limits by a court or other organisation which We agree to;
- in civil cases, it is always more likely than not that You will be successful with Your claim;
- in 'Legal Defence' cases, it is always more likely than not that any plea in mitigation by the Solicitor will materially affect the likely outcome of the prosecution.

Specific Exceptions

Legal Defence

- Alleged speeding offences where no other offence is involved.
- Prosecutions resulting from drink or drug related offences.

General Exceptions

(See also General Exclusions on pages 23 – 24)

You are not covered for any of the following.

- 1 Costs You have paid or will have to pay before We agree to them.
- 2 Any disputes with Us about this section of the Policy other than shown in Condition 5.
- 3 Any Costs if You stop or settle a claim, or withdraw instructions from the Solicitor without good reason. If this occurs You will then have to refund any costs and expenses We have paid or agreed to pay during Your claim.
- 4 Any fines, penalties, compensation or damages which You are ordered to pay by a court or other organisation.
- 5 Costs in respect of any appeal or defence of an appeal, unless it has been reported to Us at least ten working days prior to the deadline for any appeal.

Conditions which apply to Section 6

(See also General Conditions on page 23).

If You do not keep to these conditions, We may cancel this section, refuse any claim and withdraw from any current claim.

- 1 You must do the following:
 - tell Us about Your claim as soon as possible;
 - let Us have full details of Your claim and any other information that We or the Solicitor ask for (You will pay any costs involved in providing this information);
 - fully co-operate with the Solicitor and Us, and not do anything which might damage Your claim. If We ask, You must tell the Solicitor to give Us any documents, information or advice that they have or know about;
 - tell Us about any developments affecting Your claim;
 - tell Us if the Solicitor refuses to continue to act for You or if You withdraw Your instructions;
 - tell Us if anyone makes a payment into court or offers to settle Your claim;
 - try to get back any Costs that We have to make, and pay them to Us; and
 - get Our agreement before You negotiate or settle a claim.
- 2 Appointing a Solicitor
 - We have chosen a panel of legal firms to provide legal services. While You are responsible for any legal Costs they charge, Your Policy will cover them as long as You keep to the Policy conditions.
 - You have the right to appoint a Solicitor of Your choice to safeguard Your interests from the time You have the right to make a claim under this Policy. This includes the right to appoint the Solicitor of Your choice to serve Your interest in any inquiry or proceedings or if a conflict of interests arises. However, upon presentation of a claim, We may appoint a Solicitor to safeguard Your immediate interests if We consider it necessary.
 - We or You will appoint the Solicitor to act for You according to Our standard

terms of appointment. (You can ask Us for a copy.)

- You must not enter into any agreement relating to charges with the Solicitor without getting Our permission first.
 - If a Solicitor refuses to continue acting for You with good reason, or if You dismiss them without good reason, Your cover will end immediately unless We agree to appoint another Solicitor.
- 3 You must tell Your Solicitor to do the following:
 - get Our written permission before instructing a barrister or an expert witness; and
 - tell Us immediately if it is no longer more likely than not that You will be successful with Your claim.
 - 4 We can do the following:
 - contact the Solicitor at any time, and he or she must co-operate fully with Us at all times;
 - decide to settle Your claim by paying the amount in dispute;
 - refuse to pay further Costs if You do not accept a reasonable offer to settle Your claim; and
 - refuse to pay further Costs if it is no longer more likely than not that You will be successful with Your claim.
 - 5 Disputes

You have the right to refer any disagreement between You and Us to arbitration (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a Solicitor, barrister or other suitably qualified person You and We agree on. If We cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) for that part of the Geographical Limits whose law governs this section of the Policy. We and You must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

You may also refer any disagreement between You and Us to the Financial Ombudsman Service, which is a service offered to You free of charge. (See page 18 for details of Our complaints procedure.)

General Conditions 18 and 19 on page 23 do not apply to Section 6.

General Conditions which apply to all Sections

1. You must do all that You can to make sure the Insured Vehicle is safe and fit to drive (including having a valid MOT certificate if necessary).
2. If We arrange for temporary roadside repairs, You must then immediately arrange any permanent repairs that may be necessary. If You do not, and the same problem happens again, We may refuse service.
3. If You need assistance, You must contact Our control centre. You must not contact any garage recovery operator direct.
4. You will have to pay the Cost of a recovery or repair vehicle coming out to You if You allow the Insured Vehicle to be recovered or repaired by someone else after You have contacted Us for assistance.

5. If the Insured Vehicle needs to be moved or recovered after an Insured Incident, it must be in an easy position for a recovery vehicle to load. If the Insured Vehicle is in a position We cannot get to, or the wheels have been removed and We need to use specialist equipment (which is not normally carried on a standard recovery vehicle) to recover the Insured Vehicle, You will have to pay extra Costs. This will include labour charges for the special equipment to be transported to, and used at, the site of the Insured Incident.
6. When You ask for assistance or recovery, We will give You an estimated time when the repair or recovery vehicle will arrive. You and Your passengers must wait with the Insured Vehicle until the repair or recovery vehicle arrives, unless You have made other arrangements with Our control centre.
7. If the recovery or repair vehicle does not arrive within 60 minutes of You contacting Us, We will pay £10. To claim compensation You must either complete a service questionnaire or write to Us.
8. You will have to repay any toll fees or ferry charges for the Insured Vehicle, which are reasonably incurred by the driver of the recovery vehicle.
9. You are responsible for the security of the contents of the Insured Vehicle, caravan or trailer. We will not recover or repair a vehicle, caravan or trailer if there is a person or animal in it.
10. If You give Us incorrect information when You phone for assistance, You may have to pay all reasonable Costs caused by the incorrect information
11. We are not responsible for the actions or costs of garages, recovery firms or emergency services acting on Your instructions or the instructions of anyone acting for You and cannot be held liable for them.
12. We will not arrange for assistance services if We reasonably believe the Insured Vehicle is dangerous or illegal to repair or transport.
13. You will have to pay any storage or release fees while the Insured Vehicle is being repaired or after the police have moved the Insured Vehicle. We cannot be responsible for any police call-out charges.
14. We may choose to repair the Insured Vehicle (at Your cost) following a breakdown, rather than arranging for it to be recovered.
15. You are responsible for collecting the Insured Vehicle from the garage after work has been carried out.
16. Cover is only available for the following:
 - a privately registered motor car, motor cycle, three-wheeler or car-based van up to 3,500kg when loaded. None of these must be more than 7m in length, 3m in height and 2.25m in width.
 - a standard caravan or trailer which meets with the relevant rules and regulations and was being towed by the Insured vehicle at the time of the Insured Incident.
17. If the law of any country means that We have to make a payment which We would not otherwise have paid, You must pay that amount back to Us.
18. You must not admit liability or agree to settle or knowingly do anything which would prejudice any claim without Our written permission.
19. We are entitled to take over Your rights to defend or settle a claim or to take proceedings in Your name for Our benefit against another person. We will decide

how We go about this. You must give Us all the information and help We may need.

20. We will provide the services described in this Policy on condition that You and all Insured Persons observe the respective licence conditions and all the terms, provisions, conditions and endorsements laid down in this document. The service cannot be used for routine servicing or the rectification of failed repairs, or as a way of avoiding repair Costs.
21. If You are covered by any other insurance for an Insured Incident, We will only pay Our share of the claim. You may be required to provide Us with details of Your insurance company for this purpose.
22. If We provide a service You are not entitled to, You may have to pay for the service provided. We may also charge an administration fee.

General Exclusions which apply to all Sections

We will not provide any cover for the following.

1. Any costs and expenses if the Insured Vehicle was not fit to drive at the start of the journey or had not been regularly serviced in line with the manufacturer's recommendations. We may ask for proof that the Insured Vehicle was fit to drive.
2. An Insured Vehicle used for hire or reward, including taxis, or for carrying goods for reward.
3. An insured Vehicle which is temporarily stuck due to floods or snow-affected roads or as a result of being totally or partly stuck in water, snow, sand or mud.
4. An Insured Vehicle parked off the public road which cannot be driven because of the nature of the surface on which it stands for example, sand, mud, gravel, turf or grass.
5. An Insured Vehicle used for, or involved in, motor racing, off-road use (away from public roads and over rough terrain), rallies, speed or duration tests or practicing for these events.
6. Any incident while the Insured Vehicle is towing or carrying more weight or people than it is designed for – as shown in the manufacturer's details.
7. Any vehicle other than the Insured Vehicle as registered with Green Flag as part of the cover provided by Your valid Black Card.
8. Loss of or damage to the Insured Vehicle while it is being transported by sea or rail (unless loss or damage is caused by Our negligence).
9. Any expenses which You have paid or would have been required to pay anyway in the course of Your journey.
10. Any claim as a result of an agreement or contract unless We would have been responsible anyway if the agreement or contract did not exist.
11. Any claim if You know that the person driving the Insured Vehicle either does not have a valid driving licence or does not meet the conditions of the driving licence.
12. Any claim for any loss, damage, Costs, or expenses which You may incur as a result of Our delay or failure to perform Our obligations due to a Force Majeure event.
13. Losses that are not directly associated with the incident that caused You to claim.

For example, loss of earnings due to being unable to return to work following an Insured Incident, or losses arising from a delay in providing the services to which this cover relates.

14. Any claim for damage or loss of commercial goods or those intended for resale carried at the time of the Insured Incident.
15. Any damage to or theft of objects or accessories left in or outside the Insured Vehicle after the Insured Incident.
16. Loss, expense or legal liability caused by:
 - ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
 - the radioactive, toxic, explosive or other dangerous properties of nuclear equipment.
17. Loss or damage caused by pressure waves from planes and other flying machines.
18. Any incident which is:
 - the result of an inadequate repair or attempted repair carried out during the course of the same journey, unless the repair has Our approval beforehand; or
 - the result of You failing to correct a mechanical or electrical fault that We or Our agent told You about when we responded to a claim under the cover.
19. The Cost of any parts, lubricants, fluids or fuel.
20. Any deliberate damage to the Insured Vehicle caused by any Insured Person(s).

Law

These terms and conditions will be governed by English Law and any disagreement or claim will be settled in the English courts. We will use reasonable efforts to meet Our obligations to You but will not be liable for any failure or delay if such failure or delay is caused by circumstances beyond Our reasonable control.

Parties to Contract

The parties to this insurance Policy are You and Us and any person or company who is not a party to this insurance Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance Policy but this does not affect any right or remedy of a third party that exists or is available apart from that Act. Please write Your vehicle registration number on any letters You send Us.

Service limits

- a) We will provide assistance up to five times in any 12-month period. We may write and tell You when You have reached that limit.
- b) If You need assistance more than five times within any 12-month period, You may, at Our sole discretion, have to pay the reasonable costs for the services We provide.
- c) You will have to pay for these services by credit or debit card. We will ask You for Your card details before We provide assistance. But We will only charge You for the work when You have told Our controller or agent that You are satisfied with it.
- d) If We provide a service You are not entitled to, You may have to pay.
- e) We may also charge an administration fee.
- f) We have the right to refuse service if We consider that You or any of Your party is behaving or has behaved in a threatening or abusive way to Our employees, patrols or agents, or to any other contractor. We can make your cover invalid at any time if, in Our reasonable opinion, You have misused services We have provided.

🛡️ YOUR INFORMATION

Who we are

RBS Black Card Rescue is arranged by Green Flag Motoring Assistance and underwritten by U K Insurance limited (UKI). You are giving your information to U K Insurance limited (UKI). In this Information statement 'we' 'us' and 'our' refers to RBS Black Card and UKI, unless otherwise stated.

Your electronic information

If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

How we use your information and who we share it with

We will use your information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party underwriters and reinsurers. Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties. We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop our services, systems and relationships with you;
- understand our customers' requirements;
- develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- where we have your permission; or
- where we are required or permitted to do so by law; or
- to fraud prevention agencies and other companies that provide a service to us or you; or
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 60 days, you consent to that change.

Sensitive Information

Some of the personal information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents. You will have been asked to agree to this when you called but please ensure that you only provide us with sensitive information about other people with their agreement. By signing your credit agreement, you are agreeing to this.

Dealing with other people

It is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking applications for, and managing credit and other facilities and recovering debt;
- Checking insurance proposals and claims;
- Checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact us at the address below. The agencies may charge a fee.

If you would like a copy of the information we hold about you, please write to: The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. A fee may be payable.

U K Insurance Limited, The Wharf, Neville Street, Leeds LS1 4AZ.

Registered in England and Wales number: 1179980.

Authorised and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

TRAVEL INSURANCE

Benefit Summary

This document only contains a summary of the main features of your benefits and a summary of the main exclusions and limitations. It does not contain the full details and conditions of the benefits – these are located in the terms and conditions.

INSURER

Benefits under the policy issued to RBS are underwritten by Inter Partner Assistance (IPA), whose registered branch office in Ireland is 10/11 Mary Street, Dublin 1, Ireland (company number 906006) and is regulated by the Central Bank of Ireland. IPA is a branch of Inter Partner Assistance SA, a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels, which is authorised in Belgium by the Banque Nationale de Belgique and is authorised and subject to limited regulation by the Financial Conduct Authority (FCA) in the United Kingdom. Details about the extent of the authorisation and regulation by the FCA are available from us on request. Some of the services under this Policy will be provided by AXA Travel Insurance (company number 426087), of the same Ireland address. All companies are members of the AXA Assistance Group.

BENEFITS AND COVER

- Worldwide cover for trips of up to 90 consecutive days. Trips must begin and end in the country of residence. Trips using one way or open tickets are not covered. Any trip solely within the country of residence is only covered where at least two nights' accommodation has been pre-booked in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee. Cover for benefits in Section H – Emergency Medical and Other Expenses Abroad, Section I – Hospital Benefit, and Section K – Personal Liability are excluded in the country of residence.
- Under Section M – Collision Damage Waiver, 100% of the rental must be charged to the Cardholder's covered card for the benefit to apply.
- Beneficiaries: The holder of a valid RBS Black Card and his/her spouse or legal partner, their unmarried children up to 25 years of age, who are financially dependent on the Cardholder. Independent travel is covered with the exception of Section D – Missed Departure/Missed Connection, Section E – Delayed Departure and Section F – Baggage Delay where all beneficiaries must be travelling on the same trip with the main Cardholder.
- Travel Benefits also apply for up to 5 guests who have been invited by the main Cardholder and who are travelling on the same trip with the main Cardholder and for the same purpose as the main Cardholder. Please see Definition of "Fellow Travellers" in the terms and conditions for full details.
- The excesses will be shown within your Benefit Table or in the terms and conditions.

IMPORTANT

If you are admitted to hospital during a trip, or think you may have to come home early because of illness or accident, you must inform AXA Assistance, the assistance provider, immediately on +44 (0)845 301 1345.

Special conditions apply to each section of the terms and conditions, so please refer to the terms and conditions for full details.

SIGNIFICANT FEATURES AND BENEFITS

The benefit table shows the maximum benefits you can claim for each beneficiary under each section (unless otherwise stated). See page 29.

GENERAL EXCLUSIONS:

- War risks, civil commotion, terrorism (except under Sections H – Emergency Medical and Other Expenses, I – Hospital Benefit and K – Travel Accident unless caused by nuclear, chemical or biological attack), sonic bangs, radioactive contamination.
- Participation in or practice of any sport or activity unless it is shown as covered in the terms and conditions, Section 8 Sports and Activities.
- Wilful, self inflicted injury, solvent, drug or alcohol abuse.
- Unlawful actions and any subsequent legal proceedings brought against you.
- Travel to a country or specific area or event which the Travel Advice Section of the Department of Foreign Affairs or the World Health Organisation has advised the public not to travel to.

Exclusions under Section B – Travel Assistance:

- The cost of any advance or delivery fee.

Exclusions under Section C – Cancellation or Curtailment or Abandonment Charges:

- Any circumstances known to you before these benefits took effect or at the time of booking any trip that could reasonably be expected to result in a claim.
- Any bodily injury or medical condition for which any medical consultation or treatment began before booking the trip.
- Any chronic or pre-existing medical condition, unless no medical or paramedical treatment was required during the month preceding the date of the trip booking (condition considered stabilised) and if the medical practitioner in attendance is of the opinion that there were no counter indications to making the trip.
- Costs paid for using any airline mileage reward scheme, or any card bonus point schemes, Timeshare, Holiday Property Bond or other holiday point's scheme and/or any associated fees.
- Abandonment after the first leg of the trip.

Exclusions under Section D – Missed Departure:

- Strike, industrial action or air traffic control delay existing or publicly announced before these benefits took effect or at the time of booking any trip.
- An accident to or breakdown of the vehicle in which you are travelling for which a police or emergency service report is not provided.
- Missed departure when less than a minimum connection time of 2 hours between connecting flights at an international point of departure has been arranged or longer if flight reservations systems require longer periods for connections.
- Any expenses when reasonable alternative travel arrangements have been made available within 4 hours of the scheduled departure time or of an actual connecting flight arrival time.

Exclusions under Section E – Delayed Departure:

- Strike, industrial action or air traffic control delay existing or publicly announced before these benefits took effect or at the time of booking any trip.
- Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Aviation Authority or a Port Authority or any similar body in any country.
- Any expenses when reasonable alternative travel arrangements have been made available within 4 hours of the scheduled departure time.

Exclusions under Section F – Baggage Delay/Extended Baggage Delay:

- Loss due to delay, confiscation or detention by customs or another authority and claims due to baggage shipped as freight or under a bill of lading.

Exclusions under Section G – Personal Belongings and Personal Money:

- Valuables or personal money left unattended at any time unless in a hotel safe or safety deposit box.
- Baggage contained in an unattended motor vehicle between 9 p.m. and 8 a.m. or between 8 a.m. and 9 p.m. unless it is in a secured area, and evidence of entry into the vehicle by forcible and violent means is available – Please see “What is not covered” in Personal Belongings for a description of secure areas.
- Contact or corneal lenses, perishable goods and other items are excluded – please refer to the terms and conditions for the full list.

Please note that single article and valuables limits apply. A deduction for wear and tear and depreciation will be made.

Exclusions under Section H – Emergency Medical and Other Expenses:

- Any treatment which is not a surgical or medical procedure with the sole purpose of curing or relieving acute unforeseen illness or injury.
- Treatment or surgery which in the opinion of our Chief Medical Officer can be delayed reasonably until your return to your country of residence.
- Medication, which before departure is known to be required.
- Expenses incurred as a result of a tropical disease where the required inoculations have not been undertaken.

Exclusions under Section I – Hospital Benefit:

- Any additional period of hospitalisation relating to treatment or surgery, including exploratory tests, which are not directly related to the bodily injury or medical condition which necessitated your admittance into hospital.

Exclusions under Section K – Personal Liability:

- Pursuit of any trade, business or profession, or the ownership, possession or use of any vehicles, aircraft or mechanically operated watercraft.

Exclusions under Sections L – Winter Sports:

- Loss or damage to personal ski equipment which is more than 3 years old.
- Theft from motor vehicles.

Exclusions under Section M – Rental Car Collision Damage Waiver

- Any claim under the minimum claim value listed in the Benefit Table.
- Vehicles which are not a passenger vehicle authorised to use on public roads.
- Vehicles used off road, in or in training for racing competitions, trials, rallies or speed testing.

Exclusions under Section N – Lock and Key

- More than 3 claims within any rolling 12 month period.

CLAIMS PROCEDURE

1. Please read the appropriate section in the benefits to see exactly what is, and is not covered, noting particularly any conditions, limitations and exclusions.

2. Making a claim.

a) In the event of an emergency **you** should first call AXA Assistance on telephone +44 (0)845 301 1345 (any minor illness or injury costs must be paid for by you and reclaimed).

b) For all other claims telephone our Claims Helpline on +44 (0)845 301 1345 (Monday – Friday 9:00 – 17:00) to obtain a claim form. You will need to give:

– your name,

– your covered card number,

– brief details of your claim.

We ask that you notify us within 28 days of you becoming aware of an incident or loss leading to a claim and you return your completed claim form and any additional information to us as soon as possible.

3. Additional Information.

You must supply all of your original invoices, receipts and reports etc. You should check the section under which you are claiming for any specific conditions and details of any supporting evidence that you must give us.

It is always advisable to keep copies of all the documents that you send to us.

4. Claims Handling Agents.

To help us agree a quick and fair settlement of a claim, it may sometimes be necessary for us to appoint a claims handling agent.

COMPLAINTS PROCEDURE

We make every effort to provide **you** with the highest standards of service. If on any occasion **our** service falls below the standard **you** would expect **us** to meet, the procedure below explains what **you** should do.

You can write to the Quality Manager, who will arrange an investigation on behalf of the General Manager, at: AXA Travel Insurance, Head of Customer Care, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, United Kingdom.
Or **you** may use e-mail:
customer.support@axa-travel-insurance.com
Or telephone +44 (0)845 301 1345.

If it is impossible to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service by writing to:
Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR, United Kingdom
Or **you** can phone 0800 023 4567, free for people phoning from a 'fixed line' (for example, a landline at home), or 0300 123 9123, free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.
E-mail:
Website: www.financial-ombudsman.org.uk

These procedures do not affect **your** right to take legal action.

USE OF YOUR PERSONAL DATA

In using these benefits you also agree we may:

- a) disclose and use information about you and your benefits – including information relating to your medical status and health – to companies within the AXA Assistance Group of companies worldwide, our partners, service providers and agents in order to administer and service your benefits, process and collect relevant payments and for fraud prevention; and
- b) undertake all of the above within and outside the European Union (EU). This includes processing your information in countries in which data protection laws are not as comprehensive as in the EU. However, we have taken appropriate steps to ensure the same (or equivalent) level of protection for your information in other countries as there is in the EU; and
- c) monitor and/ or record your telephone calls in relation to cover to ensure consistent servicing levels and account operation.

We use advanced technology and well defined employee practices to help ensure that your information is processed promptly, accurately and completely and in accordance with applicable data protection law.

If you want to know what information is held about you by the AXA Assistance Group, please write to:

AXA Travel Insurance, Data Protection Officer, The Quadrangle, 106-118 Station Road, Redhill RH1 1PR.

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly.

COMPENSATION SCHEME

In the unlikely event that Inter Partner Assistance is unable to meet its obligations, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS. Their contact details are Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, United Kingdom
Call: 0800 678 1100 or 020 7741 4100, Fax: 020 7741 4101
Website: www.fscs.org.uk

CANCELLATION OF THE POLICY AND COVERS

1. If these benefits do not meet the Cardholder's requirements, the Cardholder may cancel these terms and conditions by returning the covered card to the RBS branch at which the card was issued within 30 days of receipt of the benefit documents without charge. If the Cardholder does not exercise the right to cancel the benefits will continue until the end of the period of cover.
2. Cover in respect of a beneficiary shall terminate automatically in the following circumstances:
 - a) in the event of non renewal or withdrawal of the covered card or any of the benefits included in the covered card and relating to that beneficiary, by the Policyholder; or
 - b) in the event of non renewal or cancellation of the Policy.
3. No amount will be paid and cover will not apply under this Policy, if, on the date of occurrence, incident or the purchase of the eligible goods that causes or results in a loss covered under this Policy, the contract between the Policyholder and the Insurer is cancelled.

Travel Insurance Terms and Conditions

BENEFIT TABLE	
All benefit amounts are per beneficiary (or per fellow traveller) per trip unless otherwise noted.	
Section A – Travel Advice	
Travel Advice	Included
Section B – Travel Assistance	
Medical Assistance	Included
Cash Advance	up to £3,000
Lost or Stolen Document Assistance	Included
Message Relay	Included
Lost Luggage Assistance	Included
Section C – Cancellation or Curtailment Charges	
Cancellation or Curtailment (or Abandonment) in total for all beneficiaries and fellow travellers travelling together	up to £12,500
Excess per incident	£50
Section D – Missed Departure/Missed Connection	
– after 4 hours per beneficiary	up to £250
– maximum in total for all beneficiaries travelling and fellow travellers together	up to £500
Section E – Delayed Departure	
– after 4 hours per beneficiary	up to £250
– maximum in total for all beneficiaries and fellow travellers travelling together	up to £500

Section F – Baggage Delay	
Maximum payable per incident under this section	up to £2,850
Baggage Delay, after 4 hours, in total for all beneficiaries and fellow travellers travelling together	up to £350
Extended Baggage Delay, after 48 hours, in total for all beneficiaries and fellow travellers travelling together	up to £2,500
Section G – Personal Belongings and Personal Money	
Maximum in total under this section for all beneficiaries and fellow travellers travelling together	up to £3,000
Personal belongings, maximum for all beneficiaries and fellow travellers travelling together	up to £2,250
– Single Article Limit	£500
Personal Money maximum for all beneficiaries and fellow travellers travelling together	up to £750
Excess per claim	£85
Section H – Emergency Medical and Other Expenses Abroad	
Medical and Repatriation Expenses	up to £5,000,000
Emergency Dental treatment	up to £750
Close Relative to travel out if hospitalised	up to £150 per day, maximum 10 days plus Economy Flight
Extended Stay of Beneficiary/Companion	up to £150 per day, maximum 10 days plus Economy Flight
Excess per person per incident under this section	£50
Funeral Expenses abroad or Repatriation of Mortal Remains	up to £4,500

Section I – Hospital Benefit	
Hospital Benefit, maximum	up to £1,650
– per day, maximum 30 days	up to £55
Section J – Travel Accident	
Travel Accident, maximum	up to £350,000
– Permanent Total Disablement, Loss of Limb, Loss of Sight	up to £350,000
– Loss of Life, 16 years of age and over	£350,000
– Loss of Life 5 – 15 years of age	£15,000
– Loss of Life under 5 years of age	£7,500
Rental Car Accident, Loss of life or Permanent Total Disablement	up to £50,000
Search and/or Repatriation of Mortal Remains	up to £50,000
Aggregate limit per person per incident for Accident and Search and/or Repatriation of Mortal Remains	up to £400,000
Groups covered per incident	£3,500,000
Section K – Personal Liability	
Personal Liability	up to £2,000,000
Section L – Winter Sports Cover	
Ski Equipment, maximum	£1,000
Excess per beneficiary per incident	£55
Ski Hire, maximum	£225
– per day	£20
Ski Pack, max. per week per beneficiary	£85
Piste Closure	
– per day for alternative transport	£10
– per day compensation if no alternative site available	£25
Avalanche Closure, maximum	£165
– per day	£20

Section M – Rental Car Collision Damage Waiver	
Rental Car Collision Damage Waiver, up to 31 day rental by Cardholder	£35,000
– minimum claim value	£55
Section N – Lock and Key (Cardholder only)	
Lock out	£200
Lock change	£200
Replacement keys	£200
– per event excess	£20
Rental Vehicle when access not available	£750
– per day	£75

CONTENTS

BENEFIT TABLE	23
1. INTRODUCTION	25
2. IMPORTANT INFORMATION	25
3. DEFINITIONS	26
4. EMERGENCY ASSISTANCE	28
5. RECIPROCAL HEALTH AGREEMENTS	28
6. GENERAL CONDITIONS	29
7. GENERAL EXCLUSIONS	30
8. SPORTS AND ACTIVITIES	30
9. SECTION A – TRAVEL ADVICE	31
10. SECTION B – TRAVEL ASSISTANCE	31
11. SECTION C – CANCELLATION OR CURTAILMENT CHARGES	32
12. SECTION D – MISSED DEPARTURE/MISSED CONNECTION	32
13. SECTION E – DELAYED DEPARTURE	33
14. SECTION F – BAGGAGE DELAY	33
15. SECTION G – PERSONAL BELONGINGS AND PERSONAL MONEY	34
16. SECTION H – EMERGENCY MEDICAL AND OTHER EXPENSES ABROAD	35
17. SECTION I – HOSPITAL BENEFIT	36
18. SECTION J – TRAVEL ACCIDENT	36
19. SECTION K – PERSONAL LIABILITY	37
20. SECTION L – WINTER SPORTS COVER	37
21. SECTION M – RENTAL CAR COLLISION DAMAGE WAIVER	38
22. SECTION N – LOCK AND KEY	39
23. CLAIMS PROCEDURE	40
24. COMPLAINTS PROCEDURE	40
25. USE OF YOUR PERSONAL DATA	40
26. COMPENSATION SCHEME	41
27. CANCELLATION OF THE POLICY AND COVERS	41

1. INTRODUCTION

This document is not a contract of insurance but summarises the benefits provided to **you** by virtue of **your** holding a Royal Bank of Scotland plc (RBS) Black Card. The provision of those benefits is enabled by an insurance policy held by and issued to RBS by Inter Partner Assistance (policy number 5531009).

RBS is the only **policyholder** under the insurance policy and only it has direct rights under the policy against the insurer. This agreement does not give **you** direct rights under the policy of insurance. Strict compliance with the terms and conditions of this agreement is required if **you** are to receive its benefit.

ELIGIBILITY

The benefits summarised in this document are dependent upon **you** being a valid RBS Black **Cardholder** at the time of any incident giving rise to a claim. RBS will give **you** notice if there are any material changes to these terms and conditions or if the policy supporting the benefits available under this agreement is cancelled or expires without renewal on equivalent terms.

This is **your** benefit guide and agreement with **us**. It contains details of benefits, conditions and exclusions relating to RBS Black **Cardholders** and is the basis on which all claims **you** make will be settled.

INSURER

Benefits under the policy issued to RBS are underwritten by Inter Partner Assistance (IPA), whose registered branch office in Ireland is 10/11 Mary Street, Dublin 1, Ireland (company number 906006) and is regulated by the Central Bank of Ireland. IPA is a branch of Inter Partner Assistance SA, a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels, which is authorised in Belgium by the Banque Nationale de Belgique and is authorised and subject to limited regulation by the Financial Conduct Authority (FCA) in the United Kingdom. Details about the extent of the authorisation and regulation by the FCA are available from **us** on request. Some of the services under this Policy will be provided by AXA Travel Insurance (company number 426087), of the same Ireland address. All companies are members of the AXA Assistance Group.

2. IMPORTANT INFORMATION

1. The benefits will not cover **you** when **you** are travelling against the advice of a **medical practitioner** (or would be travelling against the advice of a **medical practitioner** had **you** sought his/her advice).
2. The benefits will not cover **you** when **you** are travelling with the intention of obtaining medical treatment or consultation abroad.
3. The benefits will not cover **you** if **you** have any undiagnosed symptoms that require attention or investigation in the future (that is symptoms for which **you** are awaiting investigations or consultations, or awaiting results of investigations, where the underlying cause has not been established).
4. If injury, illness loss, theft or damage happens **you** should immediately call **AXA Assistance** on +44 (0)845 301 1345 to report a medical emergency, request repatriation, report any loss, theft or damage.

5. In the event of **curtailment** requiring **your** early return **home you** must contact **AXA Assistance**. The service is available to **you** and operates 24 hours a day, 365 days a year for advice and assistance with **your** return **home**. **AXA Assistance** will arrange transport **home** when **you** have notice of serious or critical illness or death of a **close relative** at **home**.
6. **You** will only be covered if 100% of the total cost of the vehicle rental has been charged to the **covered card** under Section M – Rental Car Collision Damage Waiver.
7. These benefits and terms and conditions will be governed by and subject to the laws of England and Wales unless **we** have specifically agreed in writing otherwise.
8. **You** are covered worldwide for **trips** of 90 consecutive days. **Trips** must begin and end in the **country of residence**. **Trips** using one way or open tickets are not covered unless the outbound and inbound travel tickets have been purchased before the **trip** begins. Any **trip** solely within the **country of residence** is only covered where **you** have pre - booked at least two nights' accommodation in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee.

3. DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout these terms and conditions and is highlighted in bold print.

You/your/beneficiary(ies)

– the **Cardholder** and his/her spouse or legal partner (any couple, including same-sex, in a common law relationship living permanently at the same address), their unmarried children, aged under 25 who are financially dependent (according to the regulations of the **country of residence**) on the **Cardholder**, all living in the **country of residence** and travelling on a **trip**.

Beneficiaries are covered for benefits when travelling independently of one another with the exception of:

Section D – Missed Departure/Missed Connection;

Section E – Delayed Departure;

Section F – Baggage Delay;

where all **beneficiaries** must be travelling on the **trip** with and to the same destination as the main **Cardholder**.

We/us/our

– Inter Partner Assistance, 10/11 Mary Street, Dublin 1, Ireland and/or Inter Partner Assistance SA (IPA), Avenue Louise, 166 bte1, 1050, Brussels, Belgium and/or AXA Travel Insurance of the same Irish address.

All companies are members of the AXA Assistance Group.

Adverse weather conditions

– rain, wind, fog, thunder or lightning storm, flood, snow, sleet, hail, hurricane, cyclone, tornado or tropical storm which is not caused by or has not originated from a geological or catastrophic event such as but not limited to an earthquake, volcano or tsunami.

AXA Assistance

– the service provider, arranged by AXA Travel Insurance 10/11 Mary Street, Dublin 1, Ireland (company number 426087).

Benefit Table

– the table listing the benefit amounts on page 29.

Bodily injury

– an identifiable physical injury caused by a sudden, violent, external, unexpected specific event. Injury as a result of **your** unavoidable exposure to the elements shall be deemed to be a **bodily injury**.

Cardholder

– the holder of a **covered card**.

Channel Islands

– Jersey, Guernsey, Herm, Sark and Alderney.

Close relative

– mother, father, sister, brother, spouse, partner or fiancé/fiancée or Common-Law Partner (any couple, including same-sex, in a common law relationship living permanently at the same address) daughter, son, including adopted daughter or son), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, legal ward, of the **Cardholder**.

Country of residence

– the country in which **you** legally reside. If **you** live in the **UK**, the **Channel Islands** and the Isle of Man will be considered outside of **your country of residence**. If **you** live in the **Channel Islands**, the **UK** and the Isle of Man will be considered outside of **your country of residence**. If **you** live in the Isle of Man, the **UK** and the **Channel Islands** will be considered outside of **your country of residence**.

Covered card

– a Black Card, issued by RBS, the card account being valid and the account balance having been paid in accordance with the Cardholder agreement at the time of any incident giving rise to a claim.

Curtailment/curtail

– cutting short **your trip** by returning **home** due to an emergency authorised by **us**.

Fellow traveller

– up to 5 guests who have been invited by the main **Cardholder** to travel with them on the same **trip** with the same purpose as the **Cardholder**.

Fellow travellers must be travelling on the **trip** with and to the same destination as the main **Cardholder** for the following benefits:

Section C – Cancellation or Curtailment Charges;
Section D – Missed Departure/Missed Connection;
Section E – Delayed Departure;
Section F – Baggage Delay;
Section G – Personal Belongings and Personal Money;
Section H – Emergency Medical and Other Benefits;
Section I – Hospital Benefit;
Section J – Travel Accident;
Section K – Personal Liability;
Section L – Winter Sports Cover.

Fellow travellers are subject to all conditions and exclusions of the terms and conditions.

Home

– **your** normal place of residence in **your country of residence**.

Loss of limb

– loss by physical severance, or the total and irrecoverable permanent loss of use or function of, an arm at or above the wrist joint, or a leg at or above the ankle joint.

Loss of sight

– total and irrecoverable loss of sight in one or both eye(s); this is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen scale. (This means being able to see at 3 feet or less what **you** should see at 60 feet.)

Medical condition(s)

– any medical or psychological disease, sickness, condition, illness or injury that has affected **you** or any **close relative**, travelling companion or person with whom **you** intend to stay whilst on **your trip**.

Medical emergency

– a **bodily injury** or sudden and unforeseen illness suffered by **you** while **you** are on a **trip** outside the **country of residence** and a registered **medical practitioner** tells **you** that **you** need immediate medical treatment or medical attention.

Medical practitioner

– a legally licensed member of the medical profession, recognised by the law of the country where treatment is provided and who, in rendering such treatment is practising within the scope of his/her licence and training, and who is not related to **you** or any travelling companion.

Pair or set

– items of **personal belongings** or **valuables** forming part of a set or which are normally used together.

Period of cover

– cover begins for any **trip** beginning on or after 13/05/2013. Cover under Section M – Rental Car Collision Damage Waiver begins for cars rented on or after 13/05/2013. Incidents on or after 13/05/2013 will be covered under Section N – Lock and Key. (All benefits subject to terms and conditions.) Cover will end when the card account is terminated or when these benefits are cancelled or expire.

The period of any **trip** may not exceed 90 consecutive days. **Trips** must begin and end in the **country of residence**.

Under Section C – Cancellation cover shall be operative from the time **you** pay for the **trip** and ceases upon commencement of **your trip**. For all other sections of the terms and conditions, the benefits commence when **you** leave **your home** or hotel, or **your** place of business (whichever is the later) to commence the **trip** and terminates at the time **you** return to **your home**, hotel or place of business (whichever is the earlier) on completion of the **trip**.

Extension to the period of cover

The **period of cover** is automatically extended for the period of the delay in the event that **your** return to **your country of residence** is unavoidably delayed due to an event covered by these terms and conditions.

Permanent total disablement

– disablement which, having lasted for a period of at least 12 consecutive months from the date of occurrence will, in the opinion of an independent qualified specialist, prevent **you** from engaging in, or giving any attention to, any business or occupation for the remainder of **your** life.

Personal belongings

– baggage, clothing, personal effects, and other articles which belong to **you** and are worn, used or carried by **you** during any **trip**.

Personal money

– bank notes, currency notes and coins in current use, travellers' and other cheques and credit cards all held for private purposes.

Policyholder

– The Royal Bank of Scotland plc, 36 St Andrew Square, Edinburgh, Scotland EH2 2YB. Registered in Scotland No. 90312.

Public transport

– any public transport by road, rail, sea or air with a licensed carrier operating a regular and/or charter passenger service on which **you** are booked to travel.

Ski equipment

– skis (including bindings), ski boots, snowboard boots, ski poles and snowboards.

Ski pack

– ski lift pass, ski school fees and hired **ski equipment**, all pre-paid.

Sports and activities

– the activities listed under **8. Sports and Activities**, for which **your** participation in during **your trip** is not the sole or main reason for **your trip** (excluding golf and winter sports holidays).

Strike or industrial action

– any form of industrial action which is carried out with the intention of stopping, restricting or interfering with the production of goods or provision of services.

Terrorism

– 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 governments, 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.

Trip

– any journey made by **you** worldwide up to 90 consecutive days during the **period of cover**. **Trips** must begin and end in the **country of residence**. **Trips** using one way or open tickets are not covered unless the outbound and inbound travel tickets have been purchased before the **trip** begins.

Any **trip** solely within the **country of residence** is only covered where **you** have pre-booked at least two nights' accommodation in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee. Cover for Benefits in Section H – Emergency Medical and Other Expenses Abroad and Section I – Hospital Benefit and Section K – Personal Liability are excluded in the **country of residence**.

UK

– England, Scotland, Wales and Northern Ireland.

Unattended

– when **you** are not in full view of and not in a position to prevent unauthorised interference with **your** property or vehicle.

Valuables

– jewellery, precious metals or precious stones or items made from precious metals or precious stones, watches, furs, leather articles, photographic – audio – video – computer – television – games – and telecommunications equipment (including CD's, DVD's, tapes/cassettes, films, cartridges, memory devices and headphones), telescopes, binoculars, mobile phones, laptops, tablets and notebooks, E-readers, MP3/4 players and any other item with a purchase price of £1,750 or more.

4. EMERGENCY ASSISTANCE

Contact **AXA Assistance** on Telephone: +44 (0)845 301 1345.

In the event of a serious illness or accident which may lead to in-patient hospital treatment, or before any arrangements are made for repatriation or in the event of

curtailment requiring **your** early return **home** or in the event of an emergency **you** must contact **AXA Assistance** (any minor illness or injury costs must be paid for by **you** and reclaimed).

The service is available to **you** and operates 24 hours a day, 365 days a year for advice, assistance, making arrangements for hospital admission, repatriation and authorisation of medical expenses. If this is not possible because the condition requires immediate emergency treatment **you** must contact **AXA Assistance** as soon as possible. Private medical treatment is not covered unless authorised specifically by **AXA Assistance**.

Medical Assistance Abroad

AXA Assistance has the medical expertise, contacts and facilities to help should **you** be injured in an accident or fall ill. **AXA Assistance** will also arrange transport **home** when this is considered to be medically necessary, or when **you** have notice of serious illness or death of a **close relative** at **home**.

Payment for Medical Treatment Abroad

If **you** are admitted to a hospital/clinic while outside the **country of residence**, **AXA Assistance** will arrange for medical expenses covered by these terms and conditions to be paid direct to the hospital/clinic. To take advantage of this benefit someone must contact **AXA Assistance** for **you** as soon as possible.

For simple out-patient treatment, **you** should pay the hospital/clinic **yourself** and claim back medical expenses from **us** on **your** return to the **country of residence**. Beware of requests for **you** to sign for excessive treatment or charges. If in doubt regarding any such requests, please call **AXA Assistance** for guidance.

5. RECIPROCAL HEALTH AGREEMENTS

EUROPEAN UNION (EU), EUROPEAN ECONOMIC AREA (EEA) AND SWITZERLAND
Before travelling to a European Union (EU) country, the European Economic Area (EEA) or Switzerland, **we** recommend that **you** apply for a European Health Insurance Card (EHIC) via **your** local Post Office or online <https://www.ehic.org.uk/Internet/home.do>. This card entitles **you** to certain free or reduced cost health cover arrangements in the EU, EEA or Switzerland.

AUSTRALIA

When **you** are travelling to Australia and **you** register for treatment under the national Medicare scheme, Medicare provides:

- free treatment as an in-patient or out-patient at a public hospital;
- subsidised medicines under the Pharmaceutical Benefits Scheme; and
- benefits for medical treatment provided by doctors through private surgeries and Government Health Centres (not hospitals).

You must enrol at Medicare offices in Australia if **you** will be receiving treatment. If **you** receive treatment before **you** enrol, Medicare benefits can be backdated, if **you** are eligible. To be eligible **you** must be a resident of the United Kingdom and will need to show **your** passport with an appropriate visa. If **you** do not enrol at Medicare offices **we** may reject **your** claim or limit the amount **we** pay to **you**. If **you** need treatment which cannot be carried out under Medicare **you** must

contact **AXA Assistance** before seeking private treatment. If **you** do not do so, **we** may reject **your** claim or limit the amount **we** pay to **you**.

For more information **you** should contact: Health Insurance Commission, PO Box 1001, Tuggeranong, ACT 2901, Australia or visit their website at: www.humanservices.gov.au/

6. GENERAL CONDITIONS

You must comply with the following conditions in addition to the items listed under SPECIAL CONDITIONS in Section A-N below to have the full protection of these terms and conditions. If **you** do not comply **we** may at **our** option refuse to deal with **your** claim, or reduce the amount of any claim payment.

1. **You** are covered for **trips** of 90 consecutive days. **Trips** must begin and end in the **country of residence**. **Trips** using one way or open tickets are not covered unless the outbound and inbound travel tickets have been purchased before the **trip** begins.
2. **You** must take all reasonable care and precautions to protect **yourself** against accident, illness, disease or injury and to safeguard **your** property against loss, theft or damage. **You** must act as if **you** are not covered and take steps to minimise **your** loss as much as possible and take reasonable steps to prevent a further incident and to recover missing property.
3. In the event of **curtailment** requiring **your** early return **home you** must contact **AXA Assistance**. The service is available to **you** and operates 24 hours a day, 365 days a year for advice and assistance with **your** return **home**. **AXA Assistance** will arrange transport **home** when **you** have notice of serious illness, imminent demise, or death of a **close relative** in the **country of residence**.
4. **You** must tell **us** as soon as possible in the event of an emergency or if **you** are hospitalised (any minor illness or injury costs must be paid for by **you** and reclaimed).
5. **We** ask that **you** notify **us** within 28 days of **you** becoming aware of any incident or loss leading to a claim other than a claim in the above point, and **you** return **your** completed claim form and any additional information to **us** as soon as possible.
6. **You** must report all incidents to the local police in the country where it occurs and obtain a crime or lost property report, which includes an incident number.
7. **You** must not abandon any property for **us** to deal with or dispose of any damaged items as **we** may need to see them.
8. **You** or **your** legal representatives must supply at **your** own expense all information, evidence, medical certificates, original invoices, receipts, reports, assistance that may be needed including details of other insurance policies that may cover the loss. **We** may refuse to reimburse **you** for any expenses for which **you** cannot provide receipts or bills. Please keep copies of all documents sent to **us**.
9. **You** must not admit, deny, settle, reject, negotiate or make any arrangement for any claim without **our** permission.

10. Tell **us** and provide full details in writing immediately if someone is holding **you** responsible for damage to their property or **bodily injury** to them. **You** must also immediately send **us** any writ or summons, letter of claim or other document.
11. In the event of a claim and if **we** require it, **you** must agree to be examined by a **medical practitioner** of **our** choice as often as may be reasonably necessary before paying a claim, at **our** expense. In the event of **your** death **we** may also request and will pay for a post-mortem examination.
12. If **we** provide transportation or settle **your** claim and as a result **you** have unused travel ticket(s) **you** must surrender those tickets to **us**. If **you** do not **we** will deduct the amount of those tickets from any amount paid to **you**.
13. **We** have the right, if **we** choose, in **your** name but at **our** expense to:
 - a) take over the defence or settlement of any claim;
 - b) take legal action in **your** name to get compensation from anyone else for **our** own benefit or to get back from anyone else any payments that have already been made;
 - c) take any action to get back any lost property or property believed to be lost.
14. If **you** or anyone acting for **you** in any respect, attempts to gain funds, information or other assets by deception or any other illegal means, including deliberate misrepresentation or omission of facts in order to misrepresent the true situation, these terms and conditions shall become void. **We** may inform the police and **you** must repay to **us** any amount already received under these terms and conditions.
15. If **we** pay any expense for which **you** are not covered, **you** must pay this back within one month of **our** asking.
16. **We** will make every effort to apply the full range of services in all circumstances as shown in these terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may prevent the normal standard of service being provided.
17. **We** may at any time pay to **you** **our** full liability under these terms and conditions after which no further payments will be made in any respect.
18. If at the time of any incident which results in a claim under these terms and conditions, there is another insurance covering the same loss, damage, expense or liability **we** will not pay more than **our** proportional share (not applicable to Section J – Travel Accident).
19. If **you** possess multiple RBS cards **you** may only claim and **we** will only pay up to the highest limit of the cards, the benefit values will not be cumulative.
20. **Fellow travellers** are subject to all conditions and exclusions of these terms and conditions.

7. GENERAL EXCLUSIONS

These exclusions apply throughout these terms and conditions in addition to the items listed under WHAT IS NOT COVERED in Section A-N below. **We** will not pay for claims caused directly or indirectly by:

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **terrorism**, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses under Section H – Emergency Medical and Other Expenses Abroad, Section I – Hospital Benefit and Section J – Travel Accident unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any **trip**.
2. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
3. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. **Your** participation in or practice of any sport or activity unless it is shown as covered in **8. Sports and Activities**.
5. **Your** engagement in or practice of: manual work with the exception of: bar and restaurant work, wait staff, chalet, maid, au pair and child care, and occasional light manual work at ground level including retail work and fruit picking (excluding the use of cutting tools, power tools and machinery), flying except as a fare paying passenger in a fully-licensed passenger-carrying aircraft, the use of motorised two or three wheeled vehicles unless a full driving licence issued in **your country of residence** is held permitting the use of such vehicles and **you** and **your** passengers are all wearing helmets, professional entertaining, professional sports, racing (other than on foot), motor rallies and motor competitions, or any tests for speed or endurance.
6. Any claim resulting from **you** attempting or committing suicide; deliberately injuring **yourself**; using any drug not prescribed by a **medical practitioner**, being addicted to any drugs, or abusing solvents, drugs, or alcohol, or being under the influence of drugs, solvents, or alcohol.
7. A condition for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**.
8. Self exposure to needless peril (except in an attempt to save human life).
9. Any claim resulting from **your** involvement in a fight except in self-defence.
10. **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.
11. **Your** own unlawful action or any criminal proceedings against **you**.
12. Any claim where **you** are entitled to indemnity under any other insurance, including any amounts recoverable from any other source, except in respect of any excess beyond the amount which would have been covered under such other Insurance, or any amount recoverable from any other source, had these benefits herein not been effected.

13. Any other loss, damage or additional expense following on from the event for which **you** are claiming. Examples of such loss, damage or additional expenses would be the cost incurred in preparing a claim, loss of earnings, loss or costs incurred due to the interruption of **your** business, inconvenience, distress, or loss of enjoyment.
14. Operational duties as a member of the Armed Forces.
15. **Your** travel to a country or specific area or event to which a government agency in the **country of residence** or the World Health Organisation has advised the public not to travel, or which are officially under embargo by the United Nations.
16. Any claim caused by **you** climbing, jumping or moving from one balcony to another regardless of the height of the balcony.
17. Any costs **you** would have been required or been expected to pay, if the event resulting in the claim had not happened.
18. Any circumstances **you** are aware of that could reasonably be expected to give rise to a claim under these terms and conditions.
19. Costs of telephone calls or faxes, meals, taxi fares (with the exception of the taxi costs incurred for the initial journey to a hospital abroad due to **your** illness or injury), newspapers, laundry costs, or interpreters' fees.
20. Cover for Benefits in Section H – Emergency Medical and Other Expenses Abroad, Section I – Hospital Benefit and Section K – Personal Liability is excluded in the **country of residence**.

8. SPORTS AND ACTIVITIES

You are covered under Section H – Emergency Medical and Other Expenses Abroad for the following activities provided **your** participation in them is not the sole or main reason for **your trip** (excluding golf and winter sports holidays). Cover under Section J – Travel Accident and Section K – Personal Liability for those sports or activities marked with * is excluded.

- *Abseiling
- *Archery
- Badminton
- Baseball
- Basketball
- Bowling
- Camel Riding
- *Canoeing (up to grade/class 3)
- *Clay pigeon shooting
- Cricket
- *Cross country skiing
- *Elephant Riding
- *Fell running
- *Fencing
- Fishing
- Football
- *Glacier Skiing

*Go-Karting
 Golf
 Hockey
 *Horse Riding
 *Horse Trekking
 *Hot air ballooning
 Ice Skating (on recognised ski rinks)
 *Jet Biking
 *Jet Skiing
 Kitesurfing
 Monoskiing
 *Mountain bicycling on tarmac
 Netball
 Orienteering
 *Paintball
 Pony Trekking
 Racquetball
 Road Cycling
 Roller skating
 Rounders
 Running
 Sailing (within 20 Nautical Miles of the coastline)
 *Sailing (outside 20 Nautical Miles of the coastline)
 Scuba diving (Unqualified and above 18 metres)
 *Scuba diving (Qualified and above 40 metres)
 *Ski touring
 *Skidoo
 Skiing (on piste or off piste with a guide)
 *Snowblading
 Snowboarding (on piste or off piste with a guide)
 Snowshoeing
 Squash
 Surfing
 Table Tennis
 Tennis
 *Tobogganing
 Trampolining
 Trekking (up to 4000 metres without use of climbing equipment)
 Volleyball
 *War games
 Water polo
 Water Skiing
 Wind Surfing
 Yachting (within 20 Nautical Miles of the coastline)
 *Yachting (outside 20 Nautical Miles of the coastline)
 Zorbing

9. SECTION A – TRAVEL ADVICE

WHAT IS COVERED

Before and during **your trip we** will provide **you** with information on:

1. preparing for a journey.
2. current visa and entry requirements for all countries. If **you** hold a passport from a country other than the **country of residence**, we may need to refer **you** to the embassy or consulate of the country concerned.
3. current vaccination requirements for all countries and information on current World Health Organisation warnings.
4. customs duties and regulations.
5. foreign exchange rates and value added taxes.
6. referrals to Embassies or Consulates.
7. weather forecasts abroad.
8. specific languages spoken at the travel destination.
9. time zones and time differences.

10. SECTION B – TRAVEL ASSISTANCE

WHAT IS COVERED

During **your trip we** will:

1. Assist **you** with the procurement of a lawyer and/or interpreter and or the advance of any legal or interpreter's fees if **you** are arrested or threatened with arrest while travelling, or are required to deal with any public authority.
2. Relay messages to **your close relatives**, business colleagues or friends in **your country of residence**.
3. Assist in locating **your** lost luggage and provide **you** with regular updates on the current situation.
4. Provide an advance of funds up to the amount shown in the **Benefit Table**, if **your covered card** is lost or stolen and there are no other means for **you** to obtain funds. All advances and delivery fees will be charged to **your covered card** account unless other accepted means of repayment to **us** are made in advance.
5. Provide **you** with necessary information and assist **you** in obtaining replacement travel documents such as passport, entry visa or airline tickets, from the appropriate local authority if the documents required for the return journey are lost or stolen. **We** will not pay the charges payable for issuing new documents.
6. Refer **you** to physicians, hospitals, clinics, ambulances, private duty nurses, dentists, dental clinics, services for the disabled, ophthalmologists, pharmacies, opticians and suppliers of contact lenses and medical aid equipment.
7. Organise replacement of essential prescription medication which has been lost, forgotten or stolen, if it, or a local equivalent, is unavailable when **you** are outside the **country of residence**. **We** will bear the costs for dispatch, but all costs of obtaining the medicine will be borne by **you**. The transportation of medicine remains subject to the regulations imposed by airline companies or any other transportation company, as well as local and/or international law.

WHAT IS NOT COVERED

The cost of any advance or delivery fee.

11. SECTION C – CANCELLATION OR CURTAILMENT CHARGES

YOU SHOULD ALWAYS CONTACT AXA ASSISTANCE BEFORE CURTAILMENT

Telephone Number +44 (0)845 301 1345.

WHAT IS COVERED

We will pay up to the amount shown in the **Benefit Table** per **trip** for all **beneficiaries** and **fellow travellers** for any irrecoverable unused travel and accommodation costs and other pre-paid charges which **you** have paid or are contracted to pay together with any reasonable additional travel expenses incurred if as a result of any of the following changes in circumstances, which is beyond **your** control, and of which **you** were unaware at the time **you** booked **your trip**:

1. Cancellation or rebooking of the **trip** is necessary and unavoidable due to:
 - a) unforeseen illness, injury or death of **you** or a **close relative**; or
 - b) the police requesting **you** to remain at or subsequently return **home** due to serious damage to **your home** or business caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft; or
 - c) a **beneficiary** or **fellow traveller** being requested for jury service attendance or being called as a witness at a Court of Law; or
 - d) delay in the pre-booked itinerary due to a **strike or industrial action, adverse weather conditions** or mechanical breakdown of or a technical fault occurring in the scheduled **public transport** on which **you** are booked to travel, subject to a minimum delay of 24 hours.
2. Or the **trip** is **curtailed** before completion due to:
 - a) unforeseen illness, injury or death of **you** or a **close relative**;
 - b) the police requesting **you** to remain at or subsequently return **home** due to serious damage to **your home** or business caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.

SPECIAL CONDITIONS

1. **You** must obtain a medical certificate from **your** treating **medical practitioner** and prior approval of **AXA Assistance** to confirm the necessity to return **home** before **curtailment** of the **trip** due to death, **bodily injury** or illness.
2. If **you** delay or fail to notify the travel agent, tour operator or provider of transport/accommodation, at the time it is found necessary to cancel the **trip**, **our** liability shall be restricted to the cancellation charges that would have applied had failure or delay not occurred.
3. If **you** cancel the **trip** due to **bodily injury** or illness **you** must provide a medical certificate from the **medical practitioner** treating the injured/ill person, stating that this necessarily and reasonably prevented **you** from travelling.
4. **You** must contact **us** to make necessary travel arrangements for **you**.
5. In the event of a claim for **curtailment**, indemnity will be calculated strictly from the date **you** return to **your home** in the **country of residence**.

WHAT IS NOT COVERED

1. The excess. **You** are responsible for the first £50 per incident.
2. Any **bodily injury** or **medical condition** for which any medical consultation or treatment began before booking the **trip**.
3. Any chronic or pre-existing **medical condition**, unless no medical or paramedical treatment was required during the month preceding the date of the **trip** booking (condition considered stabilised) and if the **medical practitioner** in attendance is of the opinion that there were no counter indications to making the **trip**.
4. The cost of recoverable airport charges and levies.
5. Any costs incurred because **you** did not contact **AXA Assistance** to make the necessary travel arrangements, immediately when **you** knew that **your trip** was to be **curtailed**.
6. Abandonment after the first leg of a **trip**.
7. Any claim caused directly or indirectly by circumstances known to **you** before the date these benefits became effective or the time of booking any **trip** (whichever is the earlier) which could reasonably have been expected to give rise to cancellation or **curtailment** of the **trip**.
8. Any costs paid for using any reward scheme, airline mileage reward scheme, for example Avios, or any card bonus point schemes, any Timeshare, Holiday Property Bond or other holiday points scheme and/or any associated maintenance fees.
9. Any claim due to pregnancy or childbirth unless certified by a **medical practitioner** as necessary due to unforeseen complications which commence after the date these benefits became effective or after booking any **trip**, whichever is the later.
10. Any costs incurred when **you** do not get a medical certificate from the treating **medical practitioner** at **your** resort or place of incident, explaining why it is deemed medically necessary to return early to the **country of residence**.
11. Any claim resulting from **your** inability to travel due to a **beneficiary's** failure to hold, obtain or produce a valid passport or any required visas.
12. Any costs or charges for which the airline will compensate **you**.
13. **Strike or industrial action** or air traffic control delay existing or publicly declared by the date these benefits became effective or **you** booked **your trip** (whichever is the earlier).
14. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Aviation Authority or a Port Authority or any similar body in any country.

12. SECTION D – MISSED DEPARTURE/MISSED CONNECTION

WHAT IS COVERED

If **you** fail to arrive at the international departure point in time to board the scheduled **public transport** on which **you** are booked to travel on the initial international journey of the **trip** as a result of:

1. The failure of other scheduled **public transport**; or
2. An accident to or breakdown of the vehicle in which **you** are travelling.

We will pay **you**, up to the amount shown in the **Benefit Table** per **trip** for all **beneficiaries** and **fellow travellers** travelling together, for reasonable meals, refreshments, additional accommodation (room only) and travel expenses necessarily incurred in reaching **your** overseas destination or connecting flights outside the **country of residence**.

SPECIAL CONDITIONS

1. **You** must allow sufficient time for the scheduled **public transport** or other transport to arrive on schedule and to deliver **you** to the departure point.
2. **You** must obtain a written report from the carrier confirming the delay and cause.
3. All itemised receipts must be retained.
4. **You** must obtain a written report from the police or attending emergency service if the vehicle **you** are travelling in breaks down or is involved in an accident.
5. **You** may claim only once under Section D – Missed Departure/Missed Connection or once under Section E – Delayed Departure for the same event.

WHAT IS NOT COVERED

1. **Strike or industrial action** existing or declared publicly by the date these benefits became effective or **you** booked **your trip** (whichever is the earlier).
2. An accident to or breakdown of the vehicle in which **you** are travelling for which a police or emergency service report is not provided.
3. Breakdown of any vehicle in which **you** are travelling if the vehicle is owned by **you** and has not been serviced properly and maintained as described in the manufacturer's instructions.
4. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Aviation Authority or a Port Authority or any similar body in any country.
5. Additional expenses where the scheduled **public transport** operator has offered reasonable alternative travel arrangements.
6. Missed departure when less than a minimum connection time of 2 hours between connecting flights at an international point of departure has been arranged or longer if flight reservations systems require longer periods for connections.
7. Any expenses when reasonable alternative travel arrangements have been made available within 4 hours of the scheduled departure time or within 4 hours of an actual connecting flight arrival time.

13. SECTION E – DELAYED DEPARTURE

WHAT IS COVERED

If departure of the scheduled **public transport** on which the **Cardholder** is booked to travel is delayed at the final departure point from or to the **country of residence** for at least 4 hours from the scheduled time of departure due to:

- a) **strike or industrial action**; or
- b) **adverse weather conditions**; or

- c) mechanical breakdown of or a technical fault occurring in the scheduled **public transport** on which **you** are booked to travel; or
- d) them being involuntarily denied boarding as a result of overbooking; **we** will pay **you** after a minimum of 4 hours delay, up to the amount shown in the **Benefit Table** per **trip** for all **beneficiaries** and **fellow travellers** travelling together with the **Cardholder**, for reasonable meals, refreshments, additional accommodation (room only).

SPECIAL CONDITIONS

1. **You** must check in according to the itinerary supplied to **you**.
2. **You** must obtain confirmation from the carriers (or their handling agents) in writing of the number of hours of delay and the reason for the delay.
3. **You** must comply with the terms of contract of the travel agent, tour operator or provider of transport.
4. All itemised receipts must be retained.
5. **You** may claim only once under Section D – Missed Departure/Missed Connection or once under Section E – Delayed Departure for the same event.

WHAT IS NOT COVERED

1. Any costs or charges for which the airline will compensate **you**.
2. **Strike or industrial action** or air traffic control delay existing or publicly declared by the date these benefits became effective or **you** booked **your trip** (whichever is the earlier).
3. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Aviation Authority or a Port Authority or any similar body in any country.
4. Any expenses when reasonable alternative travel arrangements have been made available within 4 hours of the scheduled departure time.
5. Any costs or charges incurred where denial of boarding was not involuntary and/or on a mandatory basis.
6. Any claims where written proof from the airline is not obtained confirming **your** inability to travel through over-booking and the period of delay until **your** next available flight is confirmed.

14. SECTION F – BAGGAGE DELAY

WHAT IS COVERED

BAGGAGE DELAY

We will pay **you** up to the amount shown in the **Benefit Table** per **trip** for all **beneficiaries** and **fellow travellers** travelling together, for Baggage Delay for the emergency replacement of clothing, medication and toiletries if the checked in baggage containing **personal belongings** is temporarily lost in transit during the outward journey and not returned to **you** within 4 hours of **your** arrival.

EXTENDED BAGGAGE DELAY

We will pay **you** up to the amount shown in the **Benefit Table** per **trip** for all **beneficiaries** and **fellow travellers** travelling together, for Extended Baggage Delay if the checked in baggage has still not arrived at **your** destination airport within 48 hours of **your** arrival.

If the loss is permanent the amount paid will be deducted from the final amount to be paid under Section G – Personal Belongings and Personal Money.

SPECIAL CONDITIONS

1. Written confirmation must be obtained from the carrier, confirming the number of hours the baggage was delayed. **You** must:
 - a) obtain a Property Irregularity Report from the airline;
 - b) give formal written notice of the claim within the time limit contained in their conditions of carriage (please retain a copy);
 - c) retain all travel tickets and tags for submission if a claim is to be made under these terms and conditions.
2. All amounts are only for real expenses in excess of any compensation paid by the carrier.
3. The amounts shown in the **Benefit Table** are the total for each delay irrespective of the number of **beneficiaries** travelling together.
4. Claims will be considered only for the purchase of essential clothing and toiletries and only if such purchases are made within 4 days of actual arrival at destination and are charged to the **covered card** account. If the **covered card** could not be used for the essential purchases, itemised receipt for these purchases must be retained.
5. No reimbursement will be made if purchases were made after **your** baggage was returned.
6. All itemised receipts must be retained.
7. Cover only applies to **your** outbound **trip** outside of the **country of residence**.

WHAT IS NOT COVERED

1. Loss due to delay, confiscation or detention by customs or other authority.
2. Claims due to baggage shipped as freight or under a bill of lading.

15. SECTION G – PERSONAL BELONGINGS AND PERSONAL MONEY

DEFINITIONS – Applicable to this section

Theft

– any action committed by a third party with the dishonest intention to deprive **you** of **your personal belongings, personal money** or **valuables**.

WHAT IS COVERED

PERSONAL BELONGINGS AND VALUABLES

We will pay **you** up to the amount shown in the **Benefit Table** per **trip** for all **beneficiaries** and **fellow travellers** travelling together for:

1. the accidental loss of, **theft** of or damage to **personal belongings**, and
2. the **theft** of **valuables**. **We** will pay **you** up to a limit of 30% (thirty per cent) of the **valuables** initial value.

The maximum **we** will pay for any one article, **pair** or **set** of articles is equal to the Single Item Limit shown in the **Benefit Table**.

Wear and tear:

In the first year after purchase, the reimbursement value of **personal belongings** will be calculated at 75% (seventy-five per cent) of the purchase price. From the second year after purchase, the value will be reduced by 10% (ten per cent) per year.

PERSONAL MONEY

We will pay **you** up to the amounts shown in the **Benefit Table** per **trip** for all **beneficiaries** and **fellow travellers** travelling together for the **theft** of **personal money**.

SPECIAL CONDITIONS

1. **You** must report all incidents of loss or theft of **personal belongings** to the local police within 24 hours of discovery and obtain a written report. A Holiday Representatives Report is not sufficient. For items damaged whilst on **your trip** **you** must obtain an official report from an appropriate local authority.
2. If **personal belongings** are lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel **you** must report to them, in writing, details of the loss, theft or damage and obtain an official report from an appropriate local authority. If **personal belongings** are lost, stolen or damaged whilst in the care of an airline **you** must:
 - a) obtain a Property Irregularity Report from the airline;
 - b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy);
 - c) retain all travel tickets and tags for submission if a claim is to be made under these terms and conditions.
3. All receipts must be retained. **You** must provide an original receipt or proof of ownership for items lost, stolen or damaged to help **you** to substantiate **your** claim.
4. Payment will be made based on the value of the property at the time it was damaged, lost or stolen. A deduction will be made for wear, tear and loss of value depending on the age of the property.

WHAT IS NOT COVERED

1. The excess. **You** are responsible for the first £85 per claim.
2. Loss, theft of or damage to **valuables** or **personal money** left **unattended** at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe or locked safety deposit box.
3. Loss, theft of or damage to **personal belongings** contained in an **unattended** vehicle:
 - a) overnight between 9pm and 8am (local time); or
 - b) at any time between 8am and 9pm (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view and evidence of forcible and violent entry to the vehicle confirmed by a police report.
4. Loss or damage due to delay, confiscation or detention by customs or other authority.
5. Loss, theft of or damage to unset precious stones, contact or corneal lenses, eye glasses, hearing aids, dental or medical fittings, cosmetics, perfumes,

- antiques, musical instruments, deeds, manuscripts, securities, perishable goods, bicycles and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
6. Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or accident to the aircraft, sea vessel, train or vehicle in which they are being carried.
 7. Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
 8. Claims which are not supported by the original receipt, proof of ownership or insurance valuation (obtained before the loss) of the items lost, stolen or damaged.
 9. Loss, theft of or damage to tools of trade, motor accessories and other Items used in connection with **your** business, trade, profession or occupation.
 10. Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown or liquid damage.
 11. Loss or damage due to depreciation in value, variations in exchange rates or shortages due to error or omission.
 12. Loss, theft or damage to postal or money orders, pre-paid coupons or vouchers, travel tickets, hotel vouchers.
 13. Claims due to loss or theft from **your** accommodation unless there is evidence of forced entry which is confirmed by a police report.
 14. Claims due to damage caused by leakage of powder or liquid carried within personal effects or baggage.
 15. Claims due to loss, theft or damage of **personal belongings** shipped as freight or under a bill of lading.

16. SECTION H – EMERGENCY MEDICAL AND OTHER EXPENSES ABROAD

WHAT IS COVERED

We will pay the following costs, up to the amount shown in the **Benefit Table**, for each **beneficiary** and **fellow traveller** who suffers sudden and unforeseen **bodily injury** or illness, or who dies during a **trip** outside the **country of residence**.

1. All reasonable and necessary expenses which arise as a result of a **medical emergency** involving **you**. This includes **medical practitioners'** fees, hospital expenses, medical treatment and all the costs of transporting **you** to the nearest suitable hospital, when deemed necessary by a recognised **medical practitioner**.
2. Emergency dental treatment for the immediate relief of pain and/or emergency repairs to dentures or artificial teeth solely to relieve distress in eating.
3. With the prior authorisation of **AXA Assistance**, additional travelling costs to repatriate **you** to **your home** when recommended by **our** Chief Medical Officer, including the cost of a medical escort if necessary. **Repatriation** expenses will be in respect only of the identical class of travel utilised on the outward journey unless **AXA Assistance** agrees otherwise.

4. Up to the amount shown in the **Benefit Table** per night for 10 nights for reasonable accommodation expenses incurred, up to the standard of **your** original booking, if it is medically necessary for **you** to stay beyond **your** scheduled return date. This includes, with the prior authorisation of **AXA Assistance**, up to the amount shown in the **Benefit Table** per night for reasonable additional accommodation expenses for a friend or **close relative** to remain with **you** and escort **you home**. If **you** and **your** friend or **close relative** are unable to use the original return ticket, **AXA Assistance** will provide additional travel expenses up to the standard of **your** original booking to return **you** to **your home**.
5. Economy class transport and up to the amount shown in the **Benefit Table** per night for 10 nights' accommodation expenses for a **close relative** from the **country of residence** to visit **you** or escort **you** to **your home** if **you** are travelling alone and if **you** are hospitalised as an in-patient for more than 10 days, with the prior authorisation of **AXA Assistance**.
6. In the event of **your** death the reasonable additional cost of funeral expenses abroad plus the reasonable cost of conveying **your** ashes to **your home**, or the additional costs of returning **your** remains to **your home** up to the amount shown in the **Benefit Table**.

SPECIAL CONDITIONS

1. **You** must give notice as soon as possible to **AXA Assistance** of any **bodily injury** or **medical condition** which necessitates **your** admittance to hospital as an in-patient or before any arrangements are made for **your** repatriation.
2. **You** must contact **AXA Assistance** as soon as possible in the event of **you** incurring medical expenses in excess of £500 relating to any one incident. **You** must always contact **AXA Assistance** before **curtailing your trip**.
3. In the event of **your bodily injury** or **medical condition** we reserve the right to relocate **you** from one hospital to another and arrange for **your** repatriation to the **country of residence** at any time during the **trip**. We will do this if in the opinion of the **medical practitioner** in attendance or **AXA Assistance** **you** can be moved safely and/or travel safely to the **country of residence** to continue treatment.

WHAT IS NOT COVERED

1. The excess. **You** are responsible for the first £50 per person per incident.
2. Any treatment which is not a surgical or medical procedure with the sole purpose of curing or relieving acute unforeseen illness or injury.
3. Any expenses which are not usual, reasonable or customary to treat **your bodily injury** or **illness**.
4. Any form of treatment or surgery which in the opinion of **our** Chief Medical Officer can be delayed reasonably until **your** return to the **country of residence**.
5. Expenses incurred in obtaining or replacing medication, which at the time of departure is known to be required or to be continued outside the **country of residence**, (Dispatch and assistance may be covered under Section B – Travel Assistance, 7.)

6. Additional costs due to single or private room accommodation.
7. Treatment or services provided by a private clinic or hospital, health spa, convalescent or nursing home or any rehabilitation centre unless agreed by **AXA Assistance**. If in doubt please contact **AXA Assistance** on +44 (0)845 301 1345 24/7 for advice, assistance in arranging hospital admission and for authorisation of medical expenses.
8. Treatment costs for cosmetic reasons unless **our** Chief Medical Officer agrees such treatment is necessary as a result of an accident covered by these terms and conditions.
9. Any expenses incurred after **you** have returned to the **country of residence** unless previously agreed to by **AXA Assistance**.
10. Expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations or vaccinations and/or taken the recommended medication.
11. Any costs **you** incur outside the **country of residence** after the date **our** Chief Medical Officer tells **you** **you** should return **home** or **we** arrange for **you** to return **home**. (**Our** liability to pay further costs under this section after that date will be limited to what **we** would have paid if **your** repatriation had taken place.)
12. **You** must not unreasonably refuse the medical repatriation services **we** agree to provide and pay for under these terms and conditions. If **you** choose alternative medical repatriation services without reasonable grounds for doing so, which **we** have accepted in writing, it will be at **your** own risk and own cost.
13. The cost of flight tickets exceeding economy class for an accompanying non-medical escort in the event of medical repatriation (any increase in cost due to requested upgraded flight tickets must be at the personal expense of the person(s) travelling).
14. Any claim due to pregnancy or childbirth unless certified by a **medical practitioner** as necessary due to unforeseen complications which arise after **you** commence **your trip**.
15. Any treatment or diagnostic testing that was pre-planned or pre-known by **you**.
16. The cost of dental treatment involving the provision of dentures, artificial teeth or the use of precious metals.
17. Costs incurred in the United States that exceed the average reimbursement the medical service provider receives for all services rendered to its patients for like treatment, but in any event no more than one and a half times the rate that would be applicable if the costs were payable by US Medicare.
18. Costs of telephone calls, other than calls to **AXA Assistance** notifying them of the problem for which **you** are able to provide a receipt or other evidence to show the cost of the call and the number telephoned.
19. Air-sea rescue costs.

17. SECTION I – HOSPITAL BENEFIT

WHAT IS COVERED

If **we** accept a claim under Section H – Emergency Medical and Other Expenses Abroad, **we** will also reimburse **you** up to the amount shown in the **Benefit Table**

for incidental expenses (such as telephone line rental, television rental and visitor taxi journeys) for each continuous 24 hour period that a **beneficiary** or **fellow traveller** has to spend in hospital as an in-patient outside the **country of residence**.

SPECIAL CONDITIONS

You must give notice as soon as possible to **AXA Assistance** of any **bodily injury** or **medical condition** which necessitates **your** admittance to hospital as an in-patient.

WHAT IS NOT COVERED

Any claims caused directly or indirectly by:

1. any additional period of hospitalisation relating to treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury** or **medical condition** which necessitated **your** admittance into hospital.
2. any additional period of hospitalisation relating to treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
3. any additional period of hospitalisation following **your** decision not to be repatriated after the date when in the opinion of **AXA Assistance** it is safe to do so.

18. SECTION J – TRAVEL ACCIDENT

DEFINITIONS – Applicable to this section

Rental car

– passenger vehicles authorised to use public roads (passenger cars, estate cars and vans, authorised to carry up to nine people) hired on a daily or weekly basis, but not more than 60 days, from an authorised rental agency or hire car firm, using the **covered card**.

WHAT IS COVERED

1. **We** will pay **you**, up to the amount shown in the **Benefit Table**, if **you** or a **fellow traveller** sustain **bodily injury** on a **trip**:
 - a) between the home point of departure and the destination or on the return journey whilst on **public transport**, or in a **rental car**; or
 - b) while travelling as a driver or a passenger of a private car or as a passenger on **public transport** from the home point of departure to the airport or point of embarkation and, returning to the home point directly from the airport or place of embarkation; or
 - c) during **your trip** outside of the **country of residence**;
 which shall solely and independently of any other cause, result within one year in **your** death, **loss of limb**, **loss of sight** or **permanent total disablement**. If **you** suffer from **loss of limb** or **loss of sight** the following amounts may be paid, but in any case will not exceed the benefit amount for **permanent total disablement**.

Loss of:	Benefit Amount
Both hands	100% of the Permanent Total Disablement Benefit
Both feet	
Entire sight in both eyes	
One hand and one foot	
One hand and the entire sight of one eye	
One hand	50% of the Permanent Total Disablement Benefit
One foot	
The entire sight of one eye	

- We** will pay up to the amount shown in the **Benefit Table** for search and rescue of a **beneficiary** after an accident. This includes the means used by the rescuers from the point of departure as far as the nearest hospital. If the accident leads to **your** death **we** will reimburse the cost of repatriating **your** mortal remains. The repatriation must be effected in the most economic way as **we** will only reimburse reasonable and customary costs.

SPECIAL CONDITIONS

- Your medical practitioner** may examine **you** as often as may be reasonably necessary prior to paying a claim.
- The benefit is not payable under **permanent total disablement**, until one year after the date **you** sustain **bodily injury**.
- The benefit is not payable to **you** under more than one of the items shown in the **Benefit Table**.
- The most **we** will pay per **beneficiary** in total per incident for Accident and search and rescue is £ 400,000.
- Normal and habitual travel to and from **your home** and place of employment or second residence shall not be considered as a covered **trip**.

19. SECTION K – PERSONAL LIABILITY

WHAT IS COVERED

We will pay up to the amount shown in the **Benefit Table**, against any amount **you** or a **fellow traveller** become legally liable to pay as compensation for any claim or series of claims due to any event occurring during a **trip** outside of the **country of residence**, in respect of accidental:

- Bodily injury**, death, illness or disease to any person who is not in **your** employment or who is not a relative, **close relative** or member of **your** household.

- Loss of or damage to property that does not belong to and is neither in the charge of or under the control of **you**, a relative, **close relative**, anyone in **your** employment or any member of **your** household other than any temporary holiday accommodation occupied (but not owned) by **you**.

SPECIAL CONDITIONS

- You** must give **us** written notice as soon as possible of any incident, which may give rise to a claim.
- You** must forward every letter, writ, summons and process to **us** as soon as **you** receive it.
- You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **our** written consent.
- We** will be entitled if **we** so desire to take over and conduct in **your** name the defence of any claims for indemnity or damages or otherwise against any third party. **We** shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **you** shall give **us** all necessary information and assistance which **we** may require.
- In the event of **your** death, **your** legal representative(s) will have the protection of these terms and conditions provided that such representative(s) comply(ies) with the terms and conditions outlined in this document.

WHAT IS NOT COVERED

Compensation or legal costs caused directly or indirectly by:

- Liability which has been assumed by **you** under agreement unless the liability would have attached in the absence of such agreement.
- Pursuit of any business, trade, profession or occupation or the supply of goods or services.
- Ownership, possession or use of vehicles, aircraft or watercraft (other than surfboards or manually propelled rowboats, punts, canoes).
- The transmission of any communicable disease or virus.
- Ownership or occupation of land or buildings (other than occupation only of any temporary holiday accommodation where **we** will not pay for the first £250 of each and every claim due to the same incident).
- Your** criminal, malicious or deliberate acts.

20. SECTION L – WINTER SPORTS COVER

WHAT IS COVERED

SKI EQUIPMENT

We will pay **you** up to the amount shown in the **Benefit Table**, for the accidental loss of, theft of or damage to **your** or a **fellow travellers'** own **ski equipment** or for hired **ski equipment**. The amount payable will be the value at today's prices less a deduction for wear tear and depreciation, (or **we** may at **our** option replace, re-instate or repair the lost or damaged **ski equipment**).

SPECIAL CONDITIONS

- Our** liability for **ski equipment** hired by **you** shall be further limited to **your** liability for such loss or damage.

2. Anything mentioned under 18. Section G – Personal Belongings and Personal Money, Special Conditions.

WHAT IS NOT COVERED

1. The excess. **You** are responsible for the first £55 per person per incident.
2. Anything mentioned under 18. Section G – Personal Belongings and Personal Money, What is not covered.
3. Personal **ski equipment** which is more than 3 years old.
4. Theft from motor vehicles.

SKI HIRE

We will pay **you** up to the amount shown in the **Benefit Table**, for the reasonable cost of hiring replacement **ski equipment** as a result of the accidental loss of, theft of or damage to **your** or a **fellow travellers'** own or hired **ski equipment**.

WHAT IS NOT COVERED

Theft from motor vehicles.

SKI PACK

We will pay **you** up to the amount shown in the **Benefit Table** for the unused portion of **your** or a **fellow travellers' ski pack** (ski school fees, lift passes and hired **ski equipment**) that **you** contracted to pay before the **trip** commenced, following **your** or the **fellow travellers' bodily injury** or illness.

SPECIAL CONDITIONS

1. **You** must provide written confirmation from a **medical practitioner** that such **bodily injury** or illness prevented **you** from using **your ski pack**.
2. **You** must provide confirmation that no refund is available for the unused **ski pack** elements.

PISTE CLOSURE

If **you** are prevented from skiing (excluding cross country skiing) at the pre-booked resort for more than 24 consecutive hours, because insufficient snow or adverse weather causes a total closure of the lift system (other than baby drags and lifts used for transport within the resort by non-skiers), **we** will pay **you** up to the amount shown in the **Benefit Table** for the cost of transport and lift pass charges for travel to and from an alternative site.

If no alternative sites are available **we** will pay **you** a benefit up to the amount shown in the **Benefit Table**.

SPECIAL CONDITIONS

1. The cover only applies to **trips** to resorts, taken during their published ski season, where **you** have pre-booked at least one nights' accommodation and for so long as such conditions prevail at the resort, but not exceeding the pre-booked period of **your trip**.
2. **You** must obtain written confirmation from the resort management of the piste conditions confirming the closure of facilities and the dates applicable.
3. This cover does not apply to holidays taken in the **UK**.

AVALANCHE CLOSURE

If access to and from the ski resort is blocked or scheduled **public transport** services are cancelled or curtailed following avalanches or landslides **we** will pay up to the amount as shown in the **Benefit Table** for **your** or a **fellow travellers'** reasonable extra accommodation and travel expenses.

SPECIAL CONDITIONS

1. The cover only applies to **trips** to resorts, taken during their published ski season, where **you** have pre-booked at least one nights' accommodation and for so long as such conditions prevail at the resort, but not exceeding the pre-booked period of **your trip**.
2. **You** must obtain written confirmation from the resort management confirming the lack of access to the site and the dates applicable.

21. SECTION M – RENTAL CAR COLLISION DAMAGE WAIVER

DEFINITIONS - Applicable to this section

Excess

– the part of the claim for which the **Cardholder** remains financially responsible in the rental agreement in cases where the **Cardholder** declined to accept the **rental vehicle insurance** policy and the irreducible excess established in the rental agreement when the **Cardholder** has accepted or been obliged to accept the **rental vehicle insurance**.

Rental vehicle

– passenger vehicles authorised to use public roads (passenger cars, estate cars and vans, authorised to carry up to nine people) hired on a daily or weekly basis from an authorised rental agency or hire car firm, which was paid for in full with **your covered card**. Benefit cover is granted for the duration specified in the rental agreement, but not more than 31 days. Loss Damage Waiver is only valid for **rental vehicles** rented and driven outside of the **country of residence**.

Rental vehicle insurance

– the primary insurance held by a licensed car rental agency or company in respect of the **rental vehicle** covering risks such as third party liability, or theft of the **rental vehicle**.

You/your/driver

– the **Cardholder** being the named first driver in the rental agreement, and any member of the party travelling with the **Cardholder** named on the original rental agreement as an authorised driver, being at least 21 years of age, in possession of a valid driver's license valid for the class of **rental vehicle**.

WHAT IS COVERED

We will pay up to the amount shown in the **Benefit Table** for the amount of the **excess** (when the rental car company covers damages to the rental vehicle over and above the **excess** by means of another contract) if the licensed rental agency or company holds **you** responsible for costs due to material damage to the **rental vehicle** during the period of hire resulting from damage, fire, vandalism, or theft of the **rental vehicle**.

SPECIAL CONDITIONS

- No cover will apply to any **driver** who:
 - does not hold a valid driving license for the class of **rental vehicle** being driven (such licence issued in the **country of residence** or in the country issuing the **driver's** passport);
 - has more than three convictions for speeding or has collected more than nine points on their driving licence within the five years before the **trip**;
 - has any conviction (or pending conviction) for driving whilst under the influence of a drug or drugs;
 - has had a conviction (or pending conviction) for drink driving, within the last two years;
 - has been suspended (or is awaiting prosecution) for dangerous driving;
 - is under 21 years of age;
 - violates the conditions of the rental agreement.
- No cover will apply in respect of the following types of **rental vehicle**:
 - mopeds and motorbikes; limousines, commercial vehicles, trucks, motor homes, and vehicles not licensed for road use including but not limited to trailers or caravans;
 - rental vehicles** with a retail purchase price exceeding £35,000 (or local currency equivalent);
 - rental vehicles** being used for reward, motor racing, rallies, speed, endurance tests, track days or practising for such events;
 - rental vehicles** used for commercial purposes.
- The **driver** will be covered when renting only one passenger car at any one time.
- Benefit cover is granted for the duration specified in the rental agreement, but not more than 31 days.
- Revolving or lease type contracts are not covered.

WHAT IS NOT COVERED

- Any claim value under £55 for each incident that **you** claim for.
- We** will only pay in excess of any insurance which is included in the rental agreement or any other insurance that **you** hold which covers the same incident.
- Mopeds and motorbikes, commercial vehicles, trucks, motor homes and vehicles not licensed for road use including but not limited to trailers and caravans.
- Vehicles used off-road, in or in training for racing competitions, trials rallies or speed testing.
- Loss and/or damage to vintage cars over 20 years old, or cars that have not been manufactured for at least 10 years.
- Loss and/or damage to vehicles whose value exceeds the amount stated in the **Benefit Table**.
- Loss and/or damage resulting from failure of any person to observe the maintenance and operating instructions supplied with the **rental vehicle**.
- Loss and/or damage caused by wear and tear, insects or vermin.

- Loss and/or damage due to the **rental vehicle** being employed for a purpose other than that stated in the rental agreement.
- Any costs where **you** admit liability, negotiate, make and promise or agree any settlement.
- Any fines and punitive damages.
- The amount of the indemnity **you** are entitled to claim from any other insurance whether or not the insurer refuses the claim or fail to settle for any reason whatsoever.
- Benefits payable under, any uninsured or underinsured motorist law, first party benefit law or no-fault law, or law similar to the foregoing, in any state or territory.

22. SECTION N – LOCK AND KEY

DEFINITIONS – Applicable to this section

Key(s)

– a device manufactured to open a specific **lock**, including electronic immobilisers.

Lock(s)

– Permanently fitted or built in, **key**-operated, security devices to external doors and garage doors located within **your home**. This also includes doors, immobilisers and/or alarms fitted to **your vehicle**.

Vehicle(s)

– a legal and roadworthy, private motor car(s), motor bike(s), motor home and/or domestic towed caravan or trailer and registered in the **Cardholders** name at **your permanent home** address.

You/your

– the **Cardholder**.

WHAT IS COVERED

We will pay up to the amount as shown in the **Benefit Table** for:

- locksmith or motor assistance charges to gain access to, and make secure, **your home**, or **vehicle** if **your keys** are lost or stolen;
- the cost of replacing **locks** and **keys**, including fitting, if the **keys to your home**, and/or **vehicle** are stolen or accidentally lost together with (but not attached to) details of **your home** address and/or **your vehicle** registration details; and
- where agreed in advance by **us**, the cost of a hire-car if the replacement of the **vehicle keys** will take longer than 24 hours.

SPECIAL CONDITIONS

- You** must report the theft to the police and obtain a crime reference number and a lost property reference number along with the address and telephone number of the police station.
- The provision of a hire-car is subject to availability and the terms and conditions of the hire-car company.

WHAT IS NOT COVERED

- The excess. **You** are responsible for the first £20 per claim.
- More than 3 claims within any rolling 12 month period.

3. Any claim amount in excess of **our** maximum claim limit.
4. Any non-domestic **locks** or **keys**.
5. Any claim for the cost of replacing **locks** and **keys**, including fitting, where the **key(s)**, or **key-ring** holding **your keys**, that have been lost or stolen have **your vehicle** registration details or **home** address details attached to them.
6. Claims as a result of loss or theft of **vehicle key(s)** which belong to **vehicles** not registered to the **Cardholder**.
7. Alternative transportation costs or hire-car, incurred immediately after and as a direct result of the loss or theft of **your vehicle key(s)**.
8. Costs for a hire-car or other reasonable transportation charges unless **you** have first received **our** agreement to incur these costs.
9. Any costs or liabilities relating to the hire-car other than the rental fee, excluding, but not limited to, fuel, excesses, damages, or top-up rental fees.
10. Claims where relevant documentation is not provided.
11. Any costs other than the repair, replacement or fitting cost of the **key(s)** and **lock(s)**, agreed hire-car and/or other transportation charges.
12. Any costs for gaining entry to **your home** or **vehicle** other than locksmith or motor assistance charges.
13. Costs or payments recoverable from any party under the terms of any other guarantee, warranty, or insurance.
14. **Lock(s)** that were already damaged before the **key(s)** being lost or stolen.

23. CLAIMS PROCEDURE

1. Please read the appropriate section in the benefits to see exactly what is, and is not covered, noting particularly any conditions, limitations and exclusions.
2. Making a claim.
 - a) In the event of an emergency **you** should first call **AXA Assistance** on telephone +44 (0)845 301 1345 (any minor illness or injury costs must be paid for by **you** and reclaimed).
 - b) For all other claims telephone **our** Claims Helpline on +44 (0)845 301 1345 (Monday – Friday 9:00 – 17:00) to obtain a claim form. **You** will need to give:
 - **your** name,
 - **your covered card** number,
 - brief details of **your** claim.

We ask that **you** notify **us** within 28 days of **you** becoming aware of an incident or loss leading to a claim and **you** return **your** completed claim form and any additional information to **us** as soon as possible.

3. Additional Information.

You must supply all of **your** original invoices, receipts and reports etc. **You** should check the section under which **you** are claiming for any specific conditions and details of any supporting evidence that **you** must give **us**. It is always advisable to keep copies of all the documents that **you** send to **us**.

4. Claims Handling Agents.

To help **us** agree a quick and fair settlement of a claim, it may sometimes be necessary for **us** to appoint a claims handling agent.

24. COMPLAINTS PROCEDURE

We make every effort to provide **you** with the highest standards of service. If on any occasion **our** service falls below the standard **you** would expect **us** to meet, the procedure below explains what **you** should do.

You can write to the Quality Manager, who will arrange an investigation on behalf of the General Manager, at: AXA Travel Insurance, Head of Customer Care, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, United Kingdom.

Or **you** may use e-mail: customer.support@axa-travel-insurance.com

Or telephone +44 (0)845 301 1345.

If it is impossible to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service by writing to: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR, United Kingdom.

Or **you** can phone 0800 023 4567, free for people phoning from a 'fixed line' (for example, a landline at home), or 0300 123 9123, free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Email:

Website: www.financial-ombudsman.org.uk

These procedures do not affect **your** right to take legal action.

25. USE OF YOUR PERSONAL DATA

In using these benefits **you** also agree **we** may:

- a) disclose and use information about **you** and **your** benefits – including information relating to **your** medical status and health – to companies within the AXA Assistance Group of companies worldwide, **our** partners, service providers and agents in order to administer and service **your** benefits, process and collect relevant payments and for fraud prevention; and
- b) undertake all of the above within and outside the European Union (EU). This includes processing **your** information in countries in which data protection laws are not as comprehensive as in the EU. However, **we** have taken appropriate steps to ensure the same (or equivalent) level of protection for **your** information in other countries as there is in the EU; and
- c) monitor and/or record **your** telephone calls in relation to cover to ensure consistent servicing levels and account operation.

We use advanced technology and well defined employee practices to help ensure that **your** information is processed promptly, accurately and completely and in accordance with applicable data protection law.

If **you** want to know what information is held about **you** by the AXA Assistance Group, please write to:

AXA Travel Insurance, Data Protection Officer, The Quadrangle, 106-118 Station Road, Redhill, RH1 1PR

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly.

26. COMPENSATION SCHEME

In the unlikely event that Inter Partner Assistance is unable to meet its obligations, **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS. Their contact details are Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, United Kingdom
Call: 0800 678 1100 or 020 7741 4100, Fax: 020 7741 4101
Website: www.fscs.org.uk

27. CANCELLATION OF THE POLICY AND COVERS

1. If these benefits do not meet the **Cardholder's** requirements, the **Cardholder** may cancel these terms and conditions by returning the **covered card** to the RBS branch at which the card was issued within 30 days of receipt of the benefit documents without charge. If the **Cardholder** does not exercise the right to cancel the benefits will continue until the end of the **period of cover**.
2. Cover in respect of a **beneficiary** shall terminate automatically in the following circumstances:
 - a) in the event of non renewal or withdrawal of the **covered card** or any of the benefits included in the **covered card** and relating to that **beneficiary**, by the **Policyholder**; or
 - b) in the event of non renewal or cancellation of the Policy.
3. No amount will be paid and cover will not apply under this Policy, if, on the date of occurrence, incident or the purchase of the eligible goods that causes or results in a loss covered under this Policy, the contract between the **Policyholder** and the Insurer is cancelled.

