

# Your guide to insurance benefits

Advantage International and  
Advantage Cheque

Multi trip Travel Insurance

Purchase Protection policy

Car Rental Loss Damage

Waiver policy



Please read this policy guide carefully. Whilst all the words are important, you should pay particular attention to all the exclusions and conditions.

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## Section A

### Advantage International and Advantage Cheque Travel Insurance Policy Summary

Please read this summary carefully. Full Terms and Conditions can be found within the policy document on pages 12 - 20. The summary does not form part of the contract between us.

### Features of an Advantage International and Advantage Cheque Travel Insurance Policy

This policy is underwritten by UK Insurance Limited and cover is granted on the understanding that you are a Natwest Advantage International or Advantage Cheque Account holder at the time of booking and for the duration of the trip.

A maximum duration of 6 months per trip applies, except where the trip involves winter sports where the maximum duration allowable is 17 days.

#### General Conditions and Exclusions

Main/unusual exclusions/restrictions	Sum Insured n/a	Excess n/a
<p>The following conditions and exclusions apply to all sections of the policy wording.</p> <p><b>Conditions</b></p> <ul style="list-style-type: none"> <li>You, or any person acting for you, must not negotiate, admit or repudiate any claim without our written consent.</li> <li>If any claim is found to be fraudulent in any way, this policy will not apply and all claims will be forfeited. It is a criminal offence to make fraudulent claims.</li> <li>It is a condition of this policy that all material facts (e.g. criminal convictions, possible participation in hazardous activities, etc) have been disclosed to us. Failure to do so may invalidate this policy, leaving you with no right to make a claim.</li> <li>You can add guests to this insurance please call 0870 609 1215.</li> <li>Insured children must be travelling with an insured adult in order for cover to apply on journeys.</li> </ul> <p><b>Exclusions</b></p> <p>This policy excludes any claim arising from:</p> <ul style="list-style-type: none"> <li>death, injury, illness or disablement resulting from suicide, attempted suicide or wilful exposure to danger (except in an attempt to save human life);</li> <li>any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;</li> <li>death, injury, illness or disablement resulting from the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction);</li> <li>a medical condition of a close relative, travelling companion or business associate (whether they are travelling or not) who has been a hospital inpatient in relation to the aforementioned condition or been put on a waiting list for hospital treatment, or been diagnosed with or has had cancer in the last year;</li> <li>terrorism. This exclusion does not apply to Section 8 - Medical and Emergency Expenses or to Section 9 - Personal Accident except where nuclear, chemical or biological weapons, devices or agents are used.</li> </ul>		

## Section 1 – Baggage

Sum Insured £10,000

Excess £35

### Inner Limits

- Single article limit: £1,000
- Limit for all valuables: £1,000
- Delayed baggage: £200 (after 4 hours delay)  
£400 (after 48 hours delay)

### Conditions

- You must, at all times, take reasonable precautions to ensure the safety and supervision of your baggage. If it is lost or damaged while in the care of a transport company, authority or hotel you must report to them, in writing where practical, details of the loss or damage.
- You should take all practical steps to recover any articles lost or stolen.

### Exclusions

- The first £35 of any claim, unless you report the matter to the nearest police authority within 24 hours of discovering its occurrence, and you obtain a written police report, claims for:
- accidental loss of personal possessions worth over £100 or cash to the value of £100 or more;
- any theft of personal possessions or money;
- damage to your personal possessions caused deliberately by another person;
- personal possessions, luggage or money lost, damaged or stolen while in the custody of an airline, rail company, shipping line, bus or coach company, hotel or their agents unless you obtain a written report from them;
- theft of personal possessions or money from an unoccupied vehicle unless securely closed and locked with the items placed out of sight in a locked boot or compartment;
- theft of personal possessions or money from your accommodation unless the accommodation has been securely locked or items locked in a safe or safety deposit-box, where this is reasonably practicable;
- theft of personal possessions or money left unattended other than as detailed above in a place to which the public have or may obtain access;
- loss or theft of high risk items not carried in your hand luggage (i.e. carried on or about your person) while you are travelling, other than as detailed above;
- any loss or damage caused by the process of cleaning, repairing or by restoring, atmospheric or climatic conditions, moth or vermin, electrical or mechanical breakdown;
- any loss of, **theft of or damage** to dentures, hearing aids, contact or corneal lenses, samples, merchandise or property used in connection with your business or trade, pets and livestock, aircraft or accessories, caravans, trailers, vehicles or accessories, household goods and domestic appliances, antiques, fine art, ski equipment (unless your policy schedule shows that you have winter sports cover), sports equipment when in use, boats and/or associated equipment, perishable goods, glass, china or any other brittle or fragile items;
- any loss or damage to films, tapes, cassettes, cartridges or discs other than for their value as unused material unless purchased pre-recorded;
- any loss of, **theft of or damage** to bonds, coupons, securities, stamps, or documents except passports or money;
- any loss of traveller's cheques or **credit/debit cards** where the issuer provides a replacement service or where you have not complied with the issuer's instructions;
- loss of or damage to property shipped as freight or under a bill of lading.

## Section 2 - Personal Money

	Sum Insured £500	Excess £35
<b>Inner Limits</b>		
Bank and currency notes and coins	£250	
<b>Conditions</b>		
<ul style="list-style-type: none"><li>• You must at all times take reasonable precautions to ensure the safety and supervision of your personal money.</li><li>• You must take all practical steps to recover personal money lost or stolen.</li><li>• You must report any loss to the police authorities in the country where the loss occurred as soon as is reasonably possible following discovery and obtain a copy of the police report.</li></ul>		
<b>Exclusions</b>		
<ul style="list-style-type: none"><li>• The first £35 of any claim, unless you report the matter to the nearest police authority within 24 hours of discovering its occurrence, and you obtain a written police report, claims for:</li><li>• accidental loss of personal possessions worth over £100 or cash to the value of £100 or more;</li><li>• any theft of personal possessions or money;</li><li>• damage to your personal possessions caused deliberately by another person;</li><li>• personal possessions, luggage or money lost, damaged or stolen while in the custody of an airline, rail company, shipping line, bus or coach company, hotel or their agents unless you obtain a written report from them;</li><li>• theft of personal possessions or money from an unoccupied vehicle unless securely closed and locked with the items placed out of sight in a locked boot or compartment;</li><li>• theft of personal possessions or money from your accommodation unless the accommodation has been securely locked or items locked in a safe or safety deposit-box, where this is reasonably practicable;</li><li>• theft of personal possessions or money left unattended other than as detailed above in a place to which the public have or may obtain access;</li><li>• loss or theft of high risk items not carried in your hand luggage (i.e. carried on or about your person) while you are travelling, other than as detailed above;</li><li>• any loss causing a shortage due to a mistake while exchanging currency or because the exchange rate has fallen and so your currency has lost value;</li><li>• any loss or damage caused by the process of cleaning, repairing or by restoring, atmospheric or climatic conditions, moth or vermin, electrical or mechanical breakdown;</li><li>• any loss of, <b>theft of or damage</b> to dentures, hearing aids, contact or corneal lenses, samples, merchandise or property used in connection with your business or trade, pets and livestock, aircraft or accessories, caravans, trailers, vehicles or accessories, household goods and domestic appliances, antiques, fine art, ski equipment (unless your policy schedule shows that you have winter sports cover), sports equipment when in use, boats and/or associated equipment, perishable goods, glass, china or any other brittle or fragile items;</li><li>• any loss of, theft <b>of or damage</b> to bonds, coupons, securities, stamps or documents except passports or money;</li><li>• any loss of traveller's cheques or <b>credit/debit</b> cards where the issuer provides a replacement service or where you have not complied with the issuer's instructions;</li><li>• any loss or damage to films, tapes, cassettes, cartridges or discs other than for their value as unused material unless purchased pre-recorded;</li><li>• loss or damage to property shipped as freight or under a bill of lading.</li></ul>		

### Section 3 – Loss of Essential Documents

	Sum Insured £500	Excess £35
<b>Exclusions</b> <ul style="list-style-type: none"><li>Losses not reported to the police authorities in the country where the loss occurred as soon as is reasonably possible following discovery and where a copy of the police report has not been obtained.</li><li>Any claim resulting from loss of passport not accompanied by a report from the consular representative confirming the date of loss, the date of notification of loss and the date on which a replacement passport was obtained.</li></ul>		

### Section 4 – Cancellation and Curtailment

	Sum Insured £10,000	Excess £35
<b>Conditions</b> <ul style="list-style-type: none"><li>In the event of a claim any refund shall be based on the journey and/or accommodation expenses which you have prepaid or are under contract to pay at the time of the occurrence for which your claim is being made.</li><li>In the event of cancelling your trip as a result of serious accident, illness or being advised against travel, confirmation must be obtained from a registered medical practitioner in your country of residence that such cancellation is recommended.</li></ul>		
<b>Exclusions</b> <p>We shall not make any payment in respect of any claim arising from or in connection with:</p> <ul style="list-style-type: none"><li>your disinclination to travel or continue your trip;</li><li>a pre-existing medical condition, unless declared and accepted by us;</li><li>your participation in a hazardous activity;</li><li>weather conditions other than extreme weather conditions in your country of residence which prevent you from reaching the departure point by the time shown on the travel itinerary;</li><li>failure of the tour operator or any provider of transport or accommodation to fulfil the journey booking;</li><li>an anticipated event;</li><li>any treatment or help where, given your physical or mental condition, you should not have travelled or it would have been reasonable for you to have consulted your medical practitioner, prior to you booking or taking the trip, about whether or not it was appropriate for you to travel;</li><li>the transport operator or their agents refusing to transport you or a travelling companion, because they consider that you or they are not fit to travel.</li></ul>		

### Section 5 – Travel Delay

	Sum Insured £10,000	Excess £35
<b>Inner Limits</b> First full four hours	£250	
<b>Exclusion</b> <ul style="list-style-type: none"><li>No payment shall be made in respect of any claim arising from strike or industrial action existing, or notified by declaration of intent, at or prior to the date of booking the trip.</li></ul>		

## Section 6 – Missed Connections

	Sum Insured £250	Excess Nil
<b>Inner Limits</b> Maximum of £1000 per policy		
<b>Exclusion</b> <ul style="list-style-type: none"><li>Any claim arising in respect of strike or industrial action existing, or notified by declaration of intent, at or prior to the date of booking the trip.</li></ul>		

## Section 7 – Failure of Public Transport

	Sum Insured £250	Excess Nil
<b>Exclusions</b> <ul style="list-style-type: none"><li>Any claim arising in respect of strike or industrial action existing, or notified by declaration of intent, at or prior to the date of booking the trip.</li><li>Any event arising from your failure to have allowed sufficient time to reach the airport or departure port in accordance with the travel itinerary.</li></ul>		

## Section 8 – Medical and Emergency Expenses

	Sum Insured £5 million	Excess £35
<b>Conditions</b> <ul style="list-style-type: none"><li>You must contact the assistance service as soon as possible after an incident arises to obtain authorisation for treatment or repatriation to take place.</li><li>We reserve the right to repatriate you to your country of residence when, in the opinion of the medical practitioner in attendance and our medical advisers, you are fit to travel.</li><li>Before liability will be accepted Inter Group Insurance Services must be notified immediately or as soon as is reasonably possible after the incident and authorise the request for treatment.</li></ul>		
<b>Exclusions</b> Any payment in respect of any claim arising from: <ul style="list-style-type: none"><li>a pre-existing medical condition, unless declared and accepted by us;</li><li>your participation in a hazardous activity;</li><li>an anticipated event;</li><li>any treatment or help where, given your physical or mental condition, you should not have travelled or it would have been reasonable for you to have consulted your Medical Practitioner, prior to you booking or taking the trip, about whether or not it was appropriate for you to travel.</li></ul>		

## Section 9 Personal Accident

	Sum Insured £100,000	Excess Nil
<b>Payable during the period of the trip as a result of either:</b> <ul style="list-style-type: none"><li>a) death;</li><li>b) total and irrecoverable loss of sight in one eye or loss of one limb;</li><li>c) total and irrecoverable loss of sight in both eyes or loss of two or more limbs;</li><li>d) permanent total disablement (other than by loss of limbs or sight) which after 104 weeks from the date of injury, prevents the insured person from following, engaging in or giving attention to any occupation for the rest of his/her life;</li></ul>		

## Section 9 Personal Accident continued

Or

- e) permanent total disablement (other than by loss of limbs or sight) which after 104 weeks from the date of injury, prevents the partner and dependent children from following any occupation, for the rest of their life.

### Conditions

- Death or disablement must occur within one year of injury.
- Benefit shall not be payable under more than one of the above items and any such payment shall end this section of the policy in respect of the insured person concerned.
- Death benefit for those aged under 18 years is limited to £2,000.
- Death benefit for those aged between 18 and 22 years is limited to £10,000.

### Exclusions

We shall not make any payment in respect of any claim resulting from or arising in connection with:

- a pre-existing medical condition, unless declared and accepted by us;
- your participation in a hazardous activity;
- your sickness or disease or any naturally occurring or degenerative condition.

## Section 10 - Hospital Benefit

	Sum Insured £800	Excess Nil
<b>Exclusions</b> We shall not make any payment in respect of any claim resulting from or arising in connection with: <ul style="list-style-type: none"><li>• a pre-existing medical condition, unless declared and accepted by us;</li><li>• your participation in a hazardous activity.</li></ul>		

## Section 11 – Personal Liability

	Sum Insured £2 million	Excess Nil
<b>Exclusions</b> Any liability arising from: <ul style="list-style-type: none"><li>• death or bodily injury of the insured person's employees or members of their family permanently living with them;</li><li>• loss of or damage to property which belongs to, or is under control of, the insured person or a member of their family or household or a person employed by them;</li><li>• trade, business or profession of the insured person.</li></ul>		

## Section 12 – Legal Expenses

	Sum Insured £50,000	Excess Nil
<b>Conditions</b> <ul style="list-style-type: none"><li>• If we accept your claim, we or a solicitor we appoint will try to negotiate a settlement without having to go to court.</li><li>• We can refuse to pay any more legal costs if it is no longer more likely than not that you will be successful with your claim.</li></ul>		
<b>Exclusions</b> <p>We will not pay for:</p> <ul style="list-style-type: none"><li>• any claim you report to us more than 180 days after the date you knew about, or should have known about, the incident leading to the claim;</li><li>• any claim resulting from any illness or injury that develops gradually or is not caused by a specific or sudden accident;</li><li>• legal costs and expenses that you have paid or will have to pay before we have agreed to them.</li></ul>		

## Sections 13-17 - Winter Sports Cover

	Sum Insured £50,000	Excess £35
<b>Inner Limits</b>		
Ski pack (pre paid lift pass, ski school and equipment hire fees)		£80 per week
Loss/Damage to ski equipment		£1,000
Ski hire costs		£200
Piste closure		£150
Avalanche closure		£150
Please read your policy wording for conditions, exclusions applicable to winter sports sections.		

## **Important information**

### **Your right to cancel**

You can cancel this policy at any time. This insurance is included with your Advantage International and Advantage Cheque Account and you do not pay a premium. In order to cancel, please return all your documents to: UK Insurance Ltd Customer Services, PO Box 106, 37 Broad Street, Bristol, BS99 7NQ.

### **How to make a claim**

To notify us of a claim in the first instance please telephone: 0870 609 1204 or +44 (0) 1252 745675 from abroad.

### **How to complain**

Should there ever be an occasion where you need to complain, please call us on our priority number 0870 609 1215. If your complaint relates to a claim, contact your claims handler whose details will be shown in your claims documentation.

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

- claims related complaints, UK Insurance Ltd Claims Services, Waverley House, Farnham Business Park, Weydon Lane, Farnham, Surrey, GU9 8QT. Telephone 0870 609 1215;
- all other complaints should be addressed to UK Insurance Ltd Customer Services, PO Box 106, 37 Broad Street, Bristol, BS99 7NQ.

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: 0845 080 1800.

### **Details about our regulator**

UK Insurance Limited is authorised and regulated by the Financial Services Authority (Registration number 202810). The Financial Services Authority website, which includes a register of all regulated firms, can be visited at [www.fsa.gov.uk](http://www.fsa.gov.uk), or the Financial Services Authority can be contacted on 0845 606 1234.

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 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. As of 1/1/2010, this will be 90% of the whole claim with no upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk)

# Advantage International and Advantage Cheque Travel Insurance Policy Document

## Important information

### Certificate of Insurance

### **POLICY NO: IGCS 1317**

#### Useful numbers

Medical emergency

Telephone: 01252 740445

From abroad +44 (0) 1252 740445

To notify us of a claim in the first instance please telephone: 0870 609 1204 or +44(0)1252745676

This is your Travel Insurance Policy: it is evidence of the contract between you and us. The policy and any endorsement are to be read as one document and any word or expression used with a specific meaning shall have the same meaning wherever it appears.

We do not wish you to discover after an incident has occurred that you are not insured so please read this booklet before you travel to ensure you understand the Terms and Conditions, keep it in a safe place and carry it with you when you go on your trips.

The conditions that appear in the policy or in any endorsement are part of the contract and must be complied with. Failure to comply may mean that claims will not be paid under this policy.

This policy wording confirms who is eligible for cover. Advantage International and Advantage Cheque Travel Insurance is underwritten by UK Insurance Limited (UKI). UKI is authorised and regulated by the Financial Services Authority. Registered address: The Wharf, Neville Street, Leeds, LS1 4AZ. Registered number 1179980. UKI is a Royal Bank of Scotland Group Company.

This policy document gives the full terms, exclusions and conditions of the policy. It also specifies what you need to do if you want to make a claim. From time to time it may be necessary to alter your travel insurance policy. When this situation arises you will be advised accordingly. Any such alteration will apply to trips booked by you from the time of receipt of that advice or a future specified date, which we will advise.

Under European Law, you and the insurer may choose which law will apply to the contract. English Law will apply unless both parties agree otherwise. Communication of and in connection with this policy shall be in the English language.

If, at the time of any incident, which results in a claim under this insurance you hold another policy, which covers the same loss, we reserve the right to seek a contribution from the other insurer(s) where appropriate.

#### Sharing of claims and underwriting information

UK Insurance Limited exchange information with other insurers through various databases to help check information provided and also to prevent fraudulent claims. In the event of a claim, the information you have supplied on your application form, together with the information you supply on the claim form and other information relating to a claim, will be put on record and made available to other insurers.

## Important information

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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 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. As of 1/1/2010, this will be 90% of the whole claim with no upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk)

### **Statement of needs**

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

**This section explains the travel insurance benefits available with your Advantage International or Advantage Cheque Account.**

**It is recommended that you read this booklet before travelling and carry it with you. Please take particular note of the documentation required for each claim.**

Please note: Any tax for which the insured becomes liable will be the responsibility of the insured and not that of the Advantage International or Advantage Cheque issuer or UK Insurance Limited.

## Your information

### Who we are

Your travel insurance is underwritten by UK Insurance Limited.

You are giving your information to UK Insurance Limited who are members of The Royal Bank of Scotland Group (The Group). In this information statement 'we' 'us' and 'our' refers to UK Insurance unless otherwise stated.

For information about our group of companies please visit [www.rbs.com](http://www.rbs.com) and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 or Textphone 0845 900 5960.

### 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 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 credit reference and 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 first contacted us but please ensure that you only provide us with sensitive information about other people with their agreement.

### Data Protection Act

The information that you supply to us will only be used by us to assess whether we will provide you with insurance cover or assessing any future claim you may make. Information may be passed to the insurer of your policy or the specified claims handler or emergency assistance service for the purpose of managing your claim.

The information we store will not be passed to any other third parties, and you have the right to access under the terms of the Data Protection Act.

### **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.

### **Credit reference agencies**

To assess your insurance application and the terms on which cover may be offered, we may obtain information about you from credit reference agencies to check your credit status and identity. The agencies will record our enquiries. This will not affect your credit standing.

### **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.

### **Please read this policy guide carefully**

Whilst all the words are important, you should pay particular attention to all the exclusions and conditions.

### **Schedule of insured persons**

1. The account holder;
2. The account holder's partner;
3. The account holder's dependent children.

Please refer to Definitions (pages 17-19).

### **Medical statements**

It is important that you read this entire section to ensure that you understand what level of cover applies to you. We must be informed of any fact which is likely to influence cover under any part of this policy. Failure to do so may leave you with no right to make a claim.

We do not automatically cover all claims directly related to a pre-existing medical condition if at the time of booking your trip, opening your account or adding an upgrade (whichever is later), you:

1. are receiving in-patient treatment or are waiting to receive treatment
2. have been prescribed medication in the last 12 months, whether taking it or not.
3. have been diagnosed with a heart or cancer related condition in the past 12 months.
4. are travelling to obtain medical treatment.
5. are travelling against medical advice, or failed to get confirmation you are fit to travel after being diagnosed with a condition or received treatment in the past 12 months.
6. have been given a terminal prognosis.
7. are aware of a reason why you may not be able to go on the trip or continue with it.

If any of the statements apply to you, please call us on 0870 609 1215 and we may be able to cover medical conditions. If cover is provided, it will stand for 12 calendar months. After this time if any of the statements apply, you will need to be screened again. Please note that in certain cases cover will be subject to payment of an additional premium.

### **Eligibility**

You must be an Advantage International or Advantage Cheque Account holder at:

- a) the time of booking your trip; and
- b) for the duration of your trip.
  - i) Cover does not apply if the period of the trip exceeds 6 months in duration, except where the trip involves winter sports where the maximum duration allowable is 17 days.
  - ii) Additional cover can be obtained by calling 0870 609 1215.
- c) All cover will stop upon closure of your Advantage International or Advantage Cheque Account.
- d) Cover cannot be given after a trip has started.
- e) There may be an excess applicable to some sections of this policy. This excess will be applied to each insured person for each insured event.
- f) You can add guests to this insurance, please call 0870 609 1215.
- g) Insured children must be travelling with an insured adult in order for cover to apply to their journeys.

### **24 hour emergency assistance**

This is not a Private Medical Insurance Policy and covers only emergency medical treatment whilst travelling abroad.

24 hour emergency service is provided by our assistance services. They are based in the UK and provide medical and other emergency assistance, including a personal travel referral service for you whilst travelling outside the United Kingdom, Channel Islands or Isle of Man.

#### **Emergency**

Telephone 01252 740445  
From abroad +44 (0) 1252 740445  
Fax 01252 740111  
From abroad +44 (0) 1252 740111

#### **Non-emergency**

Tel +44 (0) 1252 745675

Contact our assistance services as quickly as possible in the event of illness or accident involving any insured person whilst abroad. An experienced co-ordinator in the UK will assist you and where necessary:

- hospitals are contacted and necessary fees guaranteed;
- medical advisors are consulted for their views on the possibility of arranging the most suitable care and repatriation.

Upon arrival back to the United Kingdom, Channel Islands or Isle of Man, further assistance will be provided where medically necessary.

In most cases, our assistance services are multi-lingual and able to converse with doctors and hospitals abroad.

#### **Non-emergency advice**

- Pre-travel advice
- 0870 609 1215

Any costs incurred by you in relation to a minor illness or injury can be paid by you and claimed back on your return, you will need to support your claim with receipts.

Alternatively, if you do require minor treatment abroad, you can contact our assistance services on the number given and they will help:

- provide names and addresses of suitable doctors, hospitals, clinics or dentists;
- arrange for a doctor to call and, if necessary, admittance to hospital;
- monitor the patient's condition;
- obtain special drugs if they cannot be obtained locally and dispatch them to the patient.

#### **Definitions**

Below are certain words that have been given specific meanings. They have the same meaning wherever they are used in the policy or in any endorsement.

'**Accommodation**' means any hotel room, apartment, villa, etc, but excludes the provision of food, drink, telephone calls, newspapers etc.

'**Account holder**' means any individual who holds an Advantage International or Advantage Cheque Account.

'**Anticipated event**' means any event or occurrence which you knew would occur or could reasonably have expected to occur during your trip and which you were aware of at the time of booking the trip.

'**Baggage**' means clothing, personal effects (including valuables) and suitcases (or similar luggage carriers), taken on or acquired during the trip.

'**Bodily injury**' means injury resulting solely and directly from accidental outward violent and visible means (including direct exposure to the elements).

'**Business address**' means where you work in your country of residence.

'**Country of residence**' means the country in which you reside, and have resided (or have made formal arrangements to reside) for 6 months (or longer) in any one calendar year.

'**Curtailed**' means cutting short your trip after its commencement to return to your home address.

**‘Dependent children’** means all unmarried children (including legally adopted, foster and step children) of the account holder who, at the start of the journey, are under 18 years of age (or 23 in full time education) living at home and have not entered into a civil partnership or are married.

**‘Directly related’** refers to situations where the account holder or any insured person has previously suffered from the same medical condition or illness. For instance, claims for a heart attack would be excluded if:

- a) You have previously suffered a heart attack and answer yes to any of the Medical Statements on page 16 and;
- b) we have not agreed to extend cover for the condition.

We would not consider conditions such as High Blood Pressure or high cholesterol to be ‘directly related’ to a claim for a heart attack.

**‘Hazardous activity’** means flying, except while travelling in a fixed wing aircraft or helicopter as a passenger, not as a pilot or aircrew, nor for the purpose of undertaking any trade or technical operation in or on the aircraft. Hang-gliding, ballooning, paragliding, parachuting, parasailing or other aerial activities. Motorcycling on machines exceeding 125cc unless you hold a full motorcycle licence and have done so for at least 3 years and are accident and conviction free. In any case, whether using a motorcycle as a rider or a passenger a helmet must be worn. Mountaineering or cliff or rock climbing necessitating the use of ropes or guides, potholing, canyoning, engaging in or practising for speed or time trials, sprints or racing of any kind. Manual work of any kind. White water rafting, canoeing or sailing outside territorial waters, unless undertaken under suitably qualified supervision as a pre-paid element of the trip. SCUBA diving unless you are a qualified diver and you are accompanied at all times with another qualified diver or if you do not hold a SCUBA diving certificate, you are accompanied at all times by a qualified diving instructor and in any instance SCUBA diving beyond a depth of 30 metres is excluded. Professional sports, bungee jumping, ski racing in major events, ski jumping, ice-hockey, use of bobsleighs or skeletons and snowboarding or skiing off piste unless with a qualified instructor.

**‘Home address’** means where you live in your country of residence.

**‘Homeward travel’** means travelling to your home or business address from your trip destination.

**‘Insured person/you/your’** is as described under the schedule of insured persons.

**‘Journey’** means travelling by licensed passenger carrying transport including walking between different forms of transport where a connection is being made.

**‘Legal costs’** means the professional fees and expenses reasonably and necessarily charged by your solicitor in proportion to the value and complexity of your claim. 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.

The most we will pay for all costs will be £50,000 for any claim or claims arising from any one incident.

**‘Loss of limbs’** means loss by physical severance at or above the wrist or the ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

**‘Loss of sight’** means if the degree of sight remaining, in one eye, after correction is 3/60 or less on the Snellen Scale (this means seeing at 3 feet what you should see at 60 feet), or in both eyes if your name is added to the register of blind persons on the authority of a fully qualified ophthalmic specialist.

**‘Manual work’** means work that has an appreciable accident or health risk or is physically strenuous.

**‘Medical practitioner’** means a person, other than you or a member of your family, or anyone travelling with you, who is qualified and registered as such by a competent and recognised authority.

**‘Outward travel’** means travelling from your home or business address to your trip destination.

**‘Partner’** means your spouse, civil partner or person whom you have lived with for 6 months as though married.

**'Period of the trip'** means from the time of leaving your home or business address, to undertake a trip, until your return thereto from your trip, both of which must be in your country of residence.

**'Permanent total disablement'** for the account holder means permanent and total disablement which prevents the insured person from following any occupation for which they are fitted by knowledge, experience or training for the rest of their life. For the partner or dependent children this means permanent and total disablement which prevents them from following any occupation for the rest of their life.

**'Personal money'** means cash, letters of credit, travel tickets and hotel vouchers, all held for your private purpose and includes the wallet or purse in which these items are carried.

**'Pre-existing medical condition'** means when, at the time of booking your trip, opening your account or adding an upgrade (whichever is later), you answer yes to any of the Medical Statements on page 16 of this policy.

**'Principal account holder'** means the person(s) in whose name the account is set up and the person(s) who agrees to be bound by the Advantage International or Advantage Cheque Terms and Conditions of that account.

**'Public transport'** means a scheduled public service namely: train, coach, taxi, bus, aircraft and sea vessel.

**'Solicitor'** means any suitably qualified person acting for you to pursue a claim under Section 12.

**'Terrorism/Terrorist act'** means an act or threat of action by a person or group of people, whether they are acting alone or with other people, organisations or governments, for political, ethnic, racial, religious, ideological or similar purposes to influence any government or to frighten the public or any section of it. An 'act' or 'action' here means:

- violence against a person;
- damage to property;
- putting a person's life in danger;
- creating a health risk to the public or a section of it; or
- interfering with or seriously disrupting electronic systems or transport services.

**'The insurer'** means UK Insurance Limited (UKI), who are authorised and regulated by the Financial Services Authority. Registered address: The Wharf, Neville Street, Leeds, LS1 4AZ. Registered number 1179980. UKI is a member of the Royal Bank of Scotland Group.

**'Tour operator'** means a registered company whose primary business is the provision of pre-arranged travel and accommodation facilities, with whom you are booked to travel or their agents as specified in your travel itinerary.

**'Trip/Journey'** means a temporary absence from your home:

- outside the United Kingdom
- within the United Kingdom (or Channel Islands or Isle of Man if you normally live there) for 2 days which have been pre-arranged. The maximum trip length is 6 months for any one trip, with the exception of trips which include winter sports where cover is limited to 17 days in total per year.

**'Valuables'** means photographic, audio, computer, video and electrical equipment of any kind (including CDs, Mini Discs, DVDs, TVs, electronic games, MP3 players, iPods, personal digital assistants (PDAs), video and tapes, telescopes, binoculars, sunglasses, glasses, spectacles, mobile phones, musical instruments, jewellery, watches, furs, leather goods, animal skins and items made of or containing gold, silver, precious metals or precious or semi-precious stones.

**'We/our/us/the company'** each mean the insurer.

## Advantage International and Advantage Cheque Schedule of benefits

Section	Cover	Limit	Excess
1	Personal baggage	up to £10,000	£35
	all valuables	£1,000	£35
	single article	£1,000	£35
	Delayed baggage		
	after 4 hours	up to £200	£0
	after 48 hours	up to £400	£0
2	Personal money	up to £500	£35
	cash	up to £250	£35
3	Loss of essential documents	up to £500	£35
4	Cancellation and curtailment	up to £10,000	£35
5	Travel delay	up to £250	£0
	abandonment	up to £10,000	£35
6	Missed connections	up to £1,000	£0
7	Failure of public transport	up to £250	£0
8	Medical and emergency expenses	up to £5,000,000	£35
9	Personal accident		
	death	£100,000	£0
	loss of sight or limb	£100,000	£0
	permanent total disablement	£100,000	£0
10	Hospital benefit		
	Per day	£35	£0
	maximum	up to £800	£0
11	Personal liability	up to £2,000,000	£0
12	Legal expenses	up to £50,000	£0
13	Ski pack		
	Per week	up to £80	£0
14	Loss of ski equipment	up to £1,000	£35
15	Cost of hired skis	up to £200	£0
16	Piste closure		
	alternative transport per day	£10	£0
	no sites available per day	£20	£0
	maximum	up to £150	£0
17	Avalanche closure	up to £150	£0

## Cover provided

### Section 1 Baggage

#### For each insured person we will pay

1. The cost of repair if economical, or otherwise the cost of replacement of items as new, less deductions for wear, tear or depreciation, if your baggage is lost, damaged or stolen during the period of the trip.
2. The purchase of essential replacement items if your baggage is temporarily lost in transit on your outward travel and not restored to you within:
  - a) 4 hours after arrival at your destination up to a maximum of £200
  - b) 48 hours after arrival at your destination up to an additional £400 per insured person in any one period of the trip.

Any amount paid will be deducted from the final settlement, should the items prove to be permanently lost.

You must obtain written confirmation from the carrier of the number of hours delay. If the baggage proves to be permanently lost the overall baggage sum insured shall apply.

#### Limit of amount payable

The total amount payable in respect of each insured person is £10,000 subject to a maximum limit of:

- a) £1,000 in respect of any single article, pair or set of articles;
- b) £1,000 overall in respect of valuables.

#### Special conditions applying to Section 1

1. You must, at all times, take reasonable precautions to ensure the safety and supervision of your baggage. If it is lost or damaged while in the care of a transport company, authority or hotel you must report it to them, in writing where practical, details of the loss or damage.
2. You should take all practical steps to recover any articles lost or stolen.

#### What is not covered

1. The first £35 of each and every claim per insured person except in respect of temporary loss of baggage on your outward travel.
2. Any claim arising from or in connection with:
  - a) wear and tear, depreciation or damage by moth, vermin, atmospheric or climatic conditions or gradually operating causes;
  - b) losses not reported to the police authorities in the country where the loss occurred as soon as is reasonably possible after discovery and a copy of the police report is not obtained;
  - c) loss of valuables in baggage whilst in transit by air or sea and outside the control of the insured person;
  - d) breakage of sports equipment whilst in use.

### Section 2 Personal Money

#### For each insured person we will pay

If during the period of the trip, or in the 72 hours prior to the period of the trip, you suffer financial loss solely as a result of personal money being lost or stolen.

#### Limit of amount payable

The maximum amount payable in respect of each insured person is £500.

The maximum sum payable for cash or banknotes is £250.

#### Special conditions applying to Section 2

1. You must at all times take reasonable precautions to ensure the safety and supervision of your personal money.
2. You should take all practical steps to recover personal money lost or stolen.
3. You must report any loss to the police authorities in the country where the loss occurred as soon as is reasonably possible following discovery and obtain a copy of the police report.

### **What is not covered**

1. The first £35 of each and every claim per insured person.
2. Loss unless from your person or a locked container hidden from view.
3. Loss of traveller cheques where the banker provides a replacement service.
4. Claims for any amount of money held other than for social and domestic use.

## **Section 3 Loss of essential documents**

Should you lose your passport or travel tickets during the holiday or journey.

### **For each insured person we will pay**

Up to £500 for additional travel and accommodation expenses necessarily incurred as a direct result, to enable you to obtain a replacement.

### **What is not covered**

1. The first £35 of each and every claim per insured person.
2. Losses not reported to the police authorities in the country where the loss occurred as soon as is reasonably possible following discovery and where a copy of the police report has not been obtained.
3. Any claim resulting from loss of passport not accompanied by a report from the consular representative confirming:
  - a) the date of the loss;
  - b) the date of notification of loss;
  - c) the date on which a replacement passport was obtained.

## **Section 4 Cancellation and curtailment**

If, as a direct result of a cause outside your control, you are forced to:

- a) cancel your trip after paying the deposit, we will refund any trip expenses which you are legally liable to pay that you cannot get back from any other source;

OR

- b) curtail (cut short) your trip after departure, we will:
  - 1) refund any unused travel expenses and;
  - 2) provide a pro-rata refund of unused accommodation or other trip expenses and;
  - 3) pay the additional expenses needed to return you to your country of residence.

The most we will pay up to under this section is £10,000 per insured person.

### **Special conditions applying to section 4**

1. In the event of a claim any refund shall be based on the journey and/or accommodation expenses which you have prepaid or are under contract to pay at the time of the occurrence for which your claim is being made.
2. In the event of cancelling your trip as a result of your serious accident/illness or being advised against travel, confirmation must be obtained from a registered medical practitioner in your country of residence that such cancellation is recommended.
3. You must contact our assistance services if you think you will need to make a claim for curtailment and before you make any arrangements.

### **What is not covered**

1. The first £35 of each and every claim per insured person. This excess also applies when a claim is made for the initial holiday deposit.
2. We shall not make any payment in respect of any claim arising from or in connection with:
  - a) your disinclination to travel or continue your trip;
  - b) a pre-existing medical condition, unless declared and accepted by us;
  - c) weather conditions other than extreme weather conditions in your country of residence which prevent you from reaching the departure point by the time shown on the travel itinerary;

- d) your participation in a hazardous activity;
- e) any claim under point 2 of section 5 of this policy will prevent a claim being made under this section;
- f) an anticipated event;
- g) any treatment or help where, given your physical or mental condition, you should not have travelled or it would have been reasonable for you to have consulted your medical practitioner, prior to you booking or taking the trip, about whether or not it was appropriate for you to travel;
- h) the transport operator or their agents refusing to transport you or a travelling companion, because they consider that you or they are not fit to travel;

## **Section 5 Travel delay**

If there is a delay in the departure of the ship, aircraft or train with which you are booked to make your trip or if the flight is cancelled after you have checked in.

### **Limit of amount payable**

1. If you are delayed at your departure point, we will pay up to £250 per insured person for the first full 4 hours of delay in respect of reasonable expenses incurred for additional accommodation, travel expenses, meals and refreshments, there is a limit of £5 for telephone calls.
2. If you are delayed on your outward journey from your country of residence for 24 hours or more, we will pay up to £10,000 per insured person should you decide to cancel the trip. The period of delay will be calculated from the date and time of the departure of the ship, aircraft or train specified in your travel itinerary, you must check-in according to this and obtain written confirmation from the carrier or handling agents stating the actual departure time and date and the reason for the delay.

### **What is not covered**

1. The first £35 of each and every claim per person under part 2 of the limit of amount available.
2. No payment shall be made in respect of any claim arising from strike or industrial action existing, or notified by declaration of intent, at or prior to the date of booking the trip.

## **Section 6 Missed connections**

If your scheduled flight on which you are booked to make your journey is delayed or the flight is stopped due to severe weather conditions and this causes you to miss your connecting flight, we will pay up to £250 per insured person (maximum £1,000), for additional accommodation, travel expenses, meals and refreshments, if an alternative flight is not offered to you within 4 hours of the original.

### **What is not covered**

1. Any claim arising in respect of strike or industrial action existing, or notified by declaration of intent, at or prior to the date of booking the trip.

## **Section 7 Failure of public transport**

If, as a result of failure of public transport services or an accident or breakdown involving your own vehicle, you are too late to check-in according to the travel itinerary given to you, we will pay up to £250 per insured person for additional accommodation, travel expenses, meals and refreshments.

### **What is not covered**

1. Any claim arising in respect of strike or industrial action existing or notified by declaration of intent, at or prior to the date of booking the trip.
2. Any event arising from your failure to have allowed sufficient time to reach the airport or departure port in accordance with the travel itinerary.

## Section 8 Medical and emergency expenses

You must contact the assistance service as soon as possible after an incident arises to obtain authorisation for treatment or repatriation to take place.

If, during the period of the trip, you fall ill, sustain bodily injury or die we will indemnify you for reasonable and necessary costs in respect of:

- a) emergency: medical, surgical or hospital treatment (including rescue services to take you to hospital) dental treatment which is restricted to emergency pain relief only, incurred outside your country of residence or the UK. Please note: Following changes to the reciprocal health agreement between the Channel Islands (1 April 2009)/Isle of Man (1 April 2010) and the UK, if you live in the Channel Islands or Isle of Man you will be able to claim for medical costs following an accident and emergency admission in the UK, subject to the terms and conditions. If you live in the UK and need medical treatment in the Channel Islands or Isle of Man, you will also be able to submit a claim for emergency medical treatment, again subject to the terms and conditions. What will not be covered are medical costs in the UK if you live in the mainland UK or medical costs in the Channel Islands or Isle of Man if you live in the Channel Islands or the Isle of Man;
- b) transporting your body or ashes to your home address, or for burial or cremation in the country in which death occurs outside your country of residence or the UK;
- c) additional charges for paid accommodation if it is necessary for you to stay beyond the period of the trip;
- d) journey expenses which you have to pay to get back to your home address if you cannot use your return ticket.

Items c) and d) include the same expenses for any one relative or friend who is required, on medical advice, to travel to, remain with or accompany the insured person. This is extended up to two people if the insured person is under 18 years of age.

### Limit of amount payable

The total amount payable in respect of each insured person shall not exceed £5,000,000.

In respect of item a) we shall only pay for the costs incurred while you are away from your country of residence during the period of the trip unless your homeward travel cannot be completed before the expiry of the period of the trip, in which case the extension of the period of the trip automatically applies.

### Special conditions applying to section 8

#### Extension of the period of the trip

If during the period of the trip you are delayed through no fault of your own, and your trip is not completed before the expiry of the period of the trip, then the insurance will be extended without additional premium for as long as is reasonably necessary for the completion of the trip.

1. We reserve the right to repatriate you to your country of residence when, in the opinion of the medical practitioner in attendance and our medical advisors, you are fit to travel.
2. Before liability will be accepted our assistance services must be notified immediately or as soon as is reasonably possible after the incident and authorise the request for treatment.

NB. For an insured person requiring in-patient treatment our assistance services will not accept liability in connection with an injury or illness which necessitates admittance of the insured person to hospital as an in-patient unless our assistance services are notified as soon as possible after the incident arises and authorises the request for treatment.

### What is not covered

1. The first £35 of each and every claim per insured person.
2. Any payment in respect of any claim arising from:
  - a) any costs which are as a result of a pre-existing medical condition, unless declared and accepted by us. (please refer to the definitions on pages 17-19);
  - b) your participation in a hazardous activity;
  - c) any costs which are incurred more than 12 months after the incident;
  - d) an anticipated event;
  - e) any treatment or help where, given your physical or mental condition, you should not have travelled or it would have been reasonable for you to have consulted your medical practitioner, prior to you booking or taking the trip, about whether or not it was appropriate for you to travel;
  - f) the cost of any phone calls, other than necessary calls to our assistance services.

## Section 9 Personal accident

### For each insured person we will pay

If, during the period of the trip you sustain bodily injury, resulting solely and independently of other causes, in death or disablement, the benefits shown below will be paid to you or your legal representative.

Benefits	During the period of the trip
a) Death	£100,000
b) Total and irrecoverable loss of sight in one eye or loss of one limb	£100,000
c) Total and irrecoverable loss of sight in both eyes or loss of two or more limbs	£100,000
d) Permanent total disablement (other than by loss of limbs or sight) which after 104 weeks from the date of injury, prevents the insured person from following, engaging in or giving attention to any occupation for the rest of his/her life.	£100,000
OR	
e) Permanent total disablement (other than by loss of limbs or sight) which after 104 weeks from the date of injury, prevents the partner and dependent children from following any occupation, for the rest of their life.	£100,000

### Special conditions applying to section 9

1. Death or disablement must occur within one year of injury.
2. Benefit shall not be payable under more than one of the above items and any such payment shall end this section of the policy in respect of the insured person concerned.
3. Benefit under item 1 for those aged under 18 years is limited to £2,000.
4. Benefit under item 1 for those aged between 18 and 22 years is limited to £10,000.

### What is not covered

We shall not make any payment in respect of any claim resulting from or arising in connection with:

1. a pre-existing medical condition (please refer to the Definitions on pages 17-19);
2. your participation in a hazardous activity;
3. your sickness or disease or any naturally occurring or degenerative condition.

## Section 10 Hospital benefit

In-patient hospital benefit if you are admitted to a hospital licensed for surgery outside of your country of residence or the UK due to accidental bodily injury or illness sustained during the period of the trip.

### Limit of amount payable

We will pay benefit of £35 for every complete day the insured person is hospitalised. The total amount payable in respect of each insured person is £800.

### What is not covered

We shall not make any payment in respect of any claim resulting from or arising in connection with:

1. a pre-existing medical condition (please refer to the definitions on pages 17-19);
2. your participation in a hazardous activity.

## Section 11 Personal liability

All sums which you become legally liable to pay for in respect of accidents which result in:

1. death or bodily injury of any person;
2. loss of, or damage to, property occurring during the period of the trip.

### Limit of amount payable

The total amount for all claims made against you arising from any one occurrence is £2,000,000. We will also pay any extra costs and expenses awarded against you or incurred by you with our written consent.

### What is not covered

Any liability arising from:

- a) death or bodily injury of the insured person's employees or members of their family permanently living with them;
- b) loss of or damage to property which belongs to, or is under control of, the insured person or a member of their family or household or a person employed by them;
- c) trade, business or profession of the insured person.

## Section 12 Legal expenses

The 24 hour phone number for practical UK legal advice in connection with your journey and for reporting a legal expenses claim is 0845 246 2070 (+44 (0) 845 246 2070 from abroad).

### We will pay

1. up to £50,000 for legal costs to help you claim damages or compensation:
  - for injury, illness or death, which happens during your journey; or
  - following a dispute about an agreement you have for your journey.
2. up to £250 for the first consultation that you arrange with a local solicitor if you are arrested or held by authorities during your journey.

### We will only pay for legal costs if:

- any legal proceedings are carried out by a court or other organisation that we agree to; and
- it is always more likely than not that you will be successful with your claim.

### What is not covered

#### We will not pay:

- a) to defend your legal rights in claims against you;
- b) any claim resulting from any illness or injury that develops gradually or is not caused by a specific or sudden accident;
- c) for actions between insured people (in other words, people insured on the same policy trying to make a claim against each other);
- d) legal costs you have paid or will have to pay before we have agreed to them;

- e) any claim you report to us more than 180 days after the date you knew about, or should have known about, the incident leading to the claim;
- f) any legal costs if you stop or settle a claim, or withdraw instructions from the solicitor without good reason. If this occurs you will have to refund any legal costs and expenses we have paid or agreed to pay during your claim or make a false claim or knowingly give us any information which is not correct or complete;
- g) any fines, penalties, compensation or damages which you are ordered to pay by a court or other organisation.

### **Conditions**

If you do not keep to the following conditions, we may refuse any claim and withdraw from any current claim.

#### **You must do the following:**

- a) let us have full details of your claim and any other information that we or the solicitor ask you for (you must pay any costs involved in providing this information);
- b) 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;
- c) tell us about any developments affecting your claim;
- d) tell us if the solicitor refuses to continue to act for you or if you withdraw your instructions;
- e) tell us if anyone makes a payment into court or offers to settle your claim;
- f) try to get back any legal costs that we have to make, and pay any recovered costs to us;
- g) get our agreement before you negotiate or settle a claim.

#### **Appointing a solicitor**

- a) If we accept your claim, we or a solicitor appointed by us will try to settle the matter without having to go to court.
- b) If it is necessary to take your claim to court, or if there is a conflict of interests, you can choose the solicitor to act for you. Otherwise, we will appoint a solicitor to act for you.
- c) The solicitor will be appointed by you or by us to act for you according to our standard terms of appointment (you can ask us if you want a copy).
- d) You must not enter into any agreement relating to charges with the solicitor without getting our permission first.
- e) 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.

#### **You must tell your solicitor to do the following:**

- a) get our written permission before instructing a barrister or an expert witness;
- b) tell us immediately if it is no longer more likely than not that you will be successful with your claim.

#### **We can do the following:**

- a) contact the solicitor at any time, and he or she must co-operate fully with us at all times;
- b) decide to settle your claim by paying the amount in dispute. If your claim is not for damages, we may decide to settle your claim by paying you the equivalent financial value of your claim;
- c) refuse to pay legal costs if you do not accept a reasonable offer to settle your claim;
- d) refuse to pay legal costs if it is no longer more likely than not that you will be successful with your claim.

## Disputes

You have the right to refer any disagreement between you and us to arbitration. The arbitrator will be a solicitor, barrister or other suitably-qualified person that you and we agree on. If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or another similar organisation) for that part of the UK or geographical region whose law governs this section of the policy. The arbitrator's decision is final. 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 35 for details of our complaints procedure).

## Winter sports cover

### Section 13 Ski pack

Following your bodily injury or illness during the period of the trip we will pay:

- a) a proportion of the irrecoverable pre-arranged cost of the ski-pack;
- b) a proportion of the value of the unused ski school, ski hire and lift pass costs;

subject to confirmation from the medical practitioner in the resort that serious illness or injury prevented you using any or all of these items.

#### Limit of amount payable

The maximum amount payable in respect of each insured person shall not exceed £80 per week.

### Section 14 Loss/Damage to ski equipment

If, during the period of the trip you suffer financial loss as a result of:

- a) loss, theft, or accidental damage to your skis, ski boots, poles and bindings;
- b) loss, theft, or damage to, equipment hired by you in the resort.

#### Limit of amount payable

The maximum amount payable in respect of each insured person is £1,000.

#### What is not covered

1. The first £35 of each and every claim per insured person.
2. Any claim arising from or in connection with:
  - a) loss or damage to your own skis, ski boots, poles or bindings which are more than 3 years old;
  - b) hired equipment not verified by an official receipt from the ski equipment hire shop;
  - c) your deliberate, wilful or malicious damage;
  - d) your carelessness or neglect;
  - e) wear and tear, depreciation or damage by moth, vermin, atmospheric or climatic conditions or gradually operating causes;
  - f) losses from motor vehicles;
  - g) losses not reported to the police authorities in the country where the loss occurred as soon as is reasonably possible following discovery of loss and where a copy of the police report is not obtained.

#### Special conditions applying to section 14

1. Damaged ski equipment belonging to you must be returned to your home address for inspection.
2. You must, at all times, take reasonable precautions to ensure the safety and supervision of your own or hired ski equipment. If it is lost or damaged while in the care of a transport company, authority or hotel you must report to them, in writing where practical, details of the loss or damage.

If your own or hired ski equipment is lost or damaged by an airline, you must:

  - a) obtain a Property Irregularity Report;
  - b) give formal written notice of the claim to the airline within three days of the loss and retain a copy;

- c) keep all travel tickets and baggage tags for submission if a claim is to be made under this policy.
3. You must take all practical steps to recover any articles lost or stolen.
4. You must report any loss of ski equipment to the police authorities in the country where the loss occurred within 24 hours of discovery and obtain a copy of the police report.

## **Section 15 Costs of hired skis**

We will pay for the cost of you hiring skis for the remaining period of the trip as a result of loss or damage to your own or hired skis occurring during the period of the trip.

### **Limit of amount payable**

The maximum amount payable in respect of each insured person shall not exceed £200.

### **What is not covered**

1. Your carelessness or neglect.
2. Losses not reported to the police authorities in the country where the loss occurred within 24 hours of discovery of loss and where a copy of the police report is not obtained.
3. Losses not reported to the relevant transport company, authority or hotel within 7 days of discovery of the loss, if your ski equipment is lost or damaged while in their care. You must also obtain a written report of the incident from them; in the case of an airline, this will be a Property Irregularity Report.
4. Delay, detention, seizure or confiscation by Customs or other officials.
5. Wear and tear, depreciation or damage by moth, vermin, atmospheric or climatic conditions or gradually operating causes.
6. Losses from motor vehicles.
7. Losses caused by any process of cleaning, repairing, dyeing or restoring.
8. Hired equipment not verified as lost or damaged by an official receipt from the ski equipment hire shop.

## **Section 16 Piste closure**

If due to lack of, or too much snow, the skiing facilities (excluding cross country skiing) in the resort which you have pre-arranged to travel, are closed in their entirety and it is not possible for you to ski we will pay:

- a) up to a maximum of £10 per day for the cost of your transportation organised by the tour operator to an alternative site for as long as such conditions prevail at your resort for the period of the trip;
- b) in the event that there are no alternative sites available, compensation shall be payable at a rate of £20 per day.

### **Limit of amount payable**

The maximum amount payable in respect of each insured person shall not exceed £150.

### **What is not covered**

1. Any European winter sports holiday commencing on or after 1 May and before 1 December annually.
2. Claims where you have not obtained written confirmation of closure from the local representative.
3. Claims where not all skiing facilities are closed.
4. Claims where the skiing conditions are known or are public knowledge at the time of booking your trip.

## **Section 17 Avalanche closure**

We will pay your additional accommodation and journey expenses incurred due to avalanche, landslide or landslip causing delay to your arrival at or departure from the booked resort.

### **Limit of amount payable**

The maximum amount payable in respect of each insured person shall not exceed £150.

### **What is not covered**

Any European winter sports holiday commencing on or after 1 May and before 1 December annually.

### **General exclusions which apply to the whole policy**

This policy excludes any claim arising from the following:

1. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
2. Whether directly or indirectly caused by:
  - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
  - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
3. A medical condition of a close relative, travelling companion or business associate (whether they are travelling or not) who:
  - has been a hospital in-patient in relation to the aforementioned condition in the last year or been put on a waiting list for treatment; or
  - has been diagnosed with or had cancer in the last year.
4. Death, injury, illness or disablement resulting from suicide, attempted suicide or wilful exposure to danger (except in an attempt to save human life).
5. Death, injury, illness or disablement resulting from the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).
6. Injury, illness or disablement resulting from a sexually transmitted disease.
7. Bankruptcy/liquidation of any tour operator, travel agent or transportation company.
8. Terrorism. This exclusion does not apply to Section 8 – Medical and emergency expenses, or Section 9 – Personal accident except where nuclear, chemical or biological weapons, devices or agents are used.
9. Claims and losses that are not directly associated with the incident that caused the claim. For example, loss of earnings due to being unable to return to work following injury or illness happening whilst on a trip or the cost of replacing locks in the event that keys are lost.
10. Your unlawful act.
11. This exclusion applies to all sections of the policy except medical and emergency expenses, personal accident and legal expenses.

This insurance does not cover claims directly or indirectly resulting from:

- a) equipment (whether you own it or not) failing, or being unable to correctly recognise data representing a date in such a way that it does not work properly or at all;
- b) the fear of equipment (whether you own it or not) failing, or being unable to correctly recognise data representing a date in such a way that it does not work properly or at all;
- c) computer viruses.

Equipment includes computers and anything else which has a microchip in it.

Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

Microchips include integrated circuits and microcontrollers.

Computer viruses include any program or software which prevents any operating system, computer program or software working properly or not at all.

## Conditions which apply to the whole policy

1. Within 60 days of returning from your trip or the date you cancelled your trip, you must notify us in writing, of any bodily injury, illness, incident or unemployment or on the discovery of any loss or damage which may give rise to a claim under this policy. You must also inform us if you are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to us without delay.
2. You, or any person acting for you, must not negotiate, admit or repudiate any claim without our written consent.
3. The expense of supplying all certificates, information and evidence which we may require will be borne by the insured person or their legal representative. When a claim for bodily injury or illness occurs, we may request and will pay for, any insured person to be medically examined on behalf of us. We may also request, and will pay for, a post mortem examination if an insured person dies.
4. If at the time of any incident which results in any other insurance covering the same costs, loss, damage or liability or any part of such, we will pay out a rateable portion of the claim, except under sections 9 and 10 where we will pay the full claim subject to the policy limits.
5. We are entitled to take over and conduct in your name the defence or settlement of any legal action. We may also take proceedings to our own expense and for our own benefit, but in your name, to recover any payment we have made under the policy to anyone else.
6. In the event of a change of insurer, the sums insured stated in the summary of benefits will be the maximum payable to each insured person.
7. In respect of sections 1, 5, 6 and 7 when it is not possible for the account holder to utilise their Advantage International or Advantage Cheque Account or an associated credit or charge card for additional accommodation, travel expenses, meals and refreshments, invoices/receipts must be provided in the event of a claim.
8. From time to time, it might be necessary to alter your policy. When this situation arises, you will be advised accordingly. Any such alteration will only apply to trips booked by you from the time of receipt of that advice.
9. If any claim is found to be fraudulent in any way, this policy will not apply and all claims will be forfeited. **It is a criminal offence to make fraudulent claims.**
10. We may at any time pay to you our full liability under the policy, after which no further payments will be made in any respect. We reserve the right not to accept salvage.
11. It is a condition of this insurance that all material facts (e.g. criminal convictions, possible participation in hazardous activities, etc) have been disclosed to us. Failure to do so may invalidate this insurance, leaving you with no right to make a claim.

## Section B

### Advantage International and Advantage Cheque Car Rental Loss Damage Waiver and Supplemental Liability Insurance Policy Summary

#### Policy summary

Some important facts about your insurance are summarised below. This summary does not form part of the contract and does not describe all the Terms and Conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides. A copy of the full policy document can be found on page 36 of this booklet.

Insurers: This Insurance policy is underwritten by White Horse Insurance Ireland Ltd, Registered Number 306045, 14 Clyde Road, Ballsbridge, Dublin 4, Ireland.

#### What is covered?

#### Main features and benefits

##### Annual Worldwide LDW and SLI Insurance Policy Coverage

##### 1. Loss Damage Waiver (LDW)/Collision Damage Waiver (CDW)

The insured person is covered for losses incurred during a covered rental trip, as a result of damage, fire, vandalism, theft or loss of use of the rental vehicle issued for business or pleasure, up to:

- 1.1 US \$80,000 (or the equivalent in local currency); or
- 1.2 the value of the rental vehicle; or
- 1.3 the value of claim, whichever the lesser.

##### Enhancements

##### a) Restitution of holiday

This certificate will provide a benefit of US \$25 (or equivalent in local currency) per day if the car rental is cancelled or cut short on the advice of a physician and in consultation with the assistance company. Total limit of indemnity US \$300 (or equivalent in local currency).

##### b) Drop off charges

In the event of there being no named insured on the application form to return the rental car to the originating car rental station following an accident illness for which hospitalisation takes place, the policy will indemnify the insured up to but not exceeding US \$300 (or equivalent in local currency) to pay for drop off charges incurred through the car rental station. One-way rentals are excluded.

##### c) Lock-out

In the event that a named insured unintentionally locks himself/herself out of a rental vehicle, the costs incurred up to a maximum of US \$60 (or equivalent in local currency) to open the car (without causing any further damage to the said rental car) will be reimbursed.

##### 2. Supplemental Liability Insurance (SLI)

We cover the insured person for all sums for which the insured person shall be legally liable to pay as damages and claimants' costs in respect of bodily injury and damage to material property arising out of an accident resulting from the use of a rental vehicle during the period of insurance.

We will also pay legal costs incurred with our written consent in the defence of any claim, which may be the subject of indemnity under this policy.

The indemnity provided by this policy shall apply only in excess of amounts recoverable under any other applicable insurance, and the maximum we will pay in respect of all claims arising from any one accident shall be the difference between the amount recoverable under any other insurance and US \$1,000,000. In the absence of any other applicable insurance, this policy applies to a maximum of US \$1,000,000.

Furthermore, this policy is excess to any statutorily mandated liability imposed on the vehicle's owner by the governing jurisdiction.

### 3. Baggage and personal effects

Cover, on a restricted basis is also included, which is limited to GB £300 any one claim whilst renting a covered vehicle.

### 4. Personal accident cover

Cover, there is a GB £10,000 Personal Accident Indemnity for the Account Holder in the event of an accident whilst driving a Rented Vehicle.

#### Features and limitations

Minimum age at date the annual policy starts 21

Maximum age at the date the annual policy starts 74

Not valid to rent a vehicle within your usual country of domicile if within 150km of usual place of residence.

Rentals limited to 31 continuous days per rental agreement. Multiple rentals allowed in the course of the cover period.

This policy covers Loss Damage Waiver (LDW)/Collision Damage Waiver (CDW) and Supplemental Liability Insurance (SLI) in countries where car rental insurance is not included in the rental price (including in the USA, Canada and the Caribbean). It covers excess charges in those countries where LDW/CDW is included in the rental price and excess is charged.

Cover is provided for the rental of one vehicle at any one time which may be driven and operated by any of the named drivers on the car rental agreement, the lead name of which must be the policy holder who must also be the lead name on the car rental contract.

Cover is provided to the named insured person only.

Not valid for use by residents of the USA, Canada and the Caribbean in their country of residence.

#### Types of policy available and policy durations

The cover provided by this policy begins as soon as you are an Advantage International or Advantage Cheque Account holder. Cover continues automatically as long as:

- a) you remain an Advantage International or Advantage Cheque Account holder; and
- b) the insurance continues to be placed with White Horse Insurance Ireland Limited.

#### Who can be covered

Cover can be arranged for the insured person named on the certificate of insurance only, subject to the age limits specified above.

#### Significant and/or unusual exclusions.

This summary does not contain all the exclusions contained in the Terms and Conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

1. Where a rental vehicle is hired within the usual country of domicile and within 150 kilometres of the insured's usual place of residence or used by residents of the USA, Canada and the Caribbean in their country of residence.
2. Any fraudulent, dishonest or criminal act committed by the insured person or anyone with whom they are in collusion, or insurance effected in circumstances where a claim might reasonably be anticipated.
3. Operation of the rental vehicle in violation of the terms of the rental agreement.
4. Driving by persons who are not named on the rental agreement.
5. Driving by persons who do not have a valid driving licence.
6. The rental of 'expensive or exotic' vehicles, namely vehicles with a retail purchase price in excess of US \$80,000 (or local currency equivalent) or 'antique' vehicles which are over 20 years old or are of a type which have not been manufactured for over 10 years. The onus is on the insured person (prior to the rental) to check with AXA Assistance (the appointed Assistance Company). AXA Assistance, PO Box 54098, London, SW20 8UU. Telephone: 0845 458 9677.

Email: [car.rental@axa-assistance.co.uk](mailto:car.rental@axa-assistance.co.uk)

7. The rental of certain vehicles, namely: motor homes, camper vans, trailers or caravans, trucks, commercial vehicles, motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles, vans and vehicles with more than 9 seats, or as agreed by special acceptance from underwriters.
8. Use of the rental vehicle in, or training for, racing competitions, trials, rallies or speed testing.
9. Self-inflicted injury or illness, alcoholism or the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of drug addiction) or self exposure to needless peril (except in an attempt to save human life).
10. The insured person driving any kind of vehicle while the alcohol level in their blood is higher than the legal limit of the country where the incident occurs.
11. Driving by anybody under the age of 21 or over the age of 74 years, or anyone who is not an insured person.
12. The amount of the indemnity you are entitled to claim from any other insurance whether or not the insurer refuses the claim or fails to settle for any reason whatsoever.
13. Damage to the rental vehicle's contents.
14. Operation of the rental vehicle by any person other than authorised drivers specified in the rental agreement.
15. Damage to material property transported by you or in your care, custody or control.
16. Wear and tear, gradual deterioration, insect or vermin, inherent vice or damage is not covered.
17. Losses occurring from driving whilst not on a public highway.
18. Where a policy has not been purchased prior to the commencement of the rental agreement for which the insured wishes this cover to be operative.

#### **Claims notification**

In the event of loss please contact AXA Assistance - within 31 days of incurred loss to notify loss and request a claim form to be sent to you by email, fax or post. Please fully complete, sign and date the claim form and return it with all supporting documentation - as follows to the address below.

1. Copy of your certificate of insurance/**credit card** or bank account details.
2. Copy of rental contract.
3. A copy of your charge receipt (if separate from the rental agreement).
4. A copy of the law enforcement/police report (if applicable) for damage/loss over £50.00.
5. Renter's copy of the vehicle rental company accident damage report.
6. Invoices/receipts/other documents confirming the amount you have paid in respect of accident/damage/loss etc for which the vehicle rental company holds you responsible.
7. Copy of your credit card statement showing payment of the damages claimed.
8. Copy of the driving licence of the person involved in the accident (the driver).
9. Name and address of your bank together with the sort code and account details. This will facilitate reimbursement as the insurance company prefers to make the payment directly to your bank.

AXA Assistance , PO Box 54098, London, SW20 8UU.

Telephone: **0845 458 9677** Email: [car.rental@axa-assistance.co.uk](mailto:car.rental@axa-assistance.co.uk)

#### **How to complain about a claim**

Should you have a complaint about a claim, this should be sent to The Operations Manager, AXA Assistance Ltd, PO Box 54098 London SW20 8UU.

If this does not resolve the matter to your satisfaction, you may refer to The Managing Director, White Horse Insurance Ireland Limited, 14 Clyde Road, Ballsbridge, Dublin 4, Ireland. Telephone: + 353 (0) 1 231 4400.

If you remain dissatisfied you may refer your complaint to Irish Financial Services Regulatory Authority (IFSRA) PO Box 9138, College Green, Dublin 2, Ireland. Telephone + 353 (0) 1224 4000.

#### **How to complain about service**

We aim to give customers a high standard of service at all times. If you are unhappy with the service provided for any reason you should initially contact the Underwriting Agent, Strategic Insurance Services Ltd, or the issuing agent, The Royal Bank of Scotland International Limited (RBS International) trading as NatWest who arranged the policy for you.

#### **Underwriting agent**

Chief Executive Officer, Strategic Insurance Services Ltd, 1st Floor, 10-13 Lovat Lane London. EC3R 8DN. Telephone: +44 (0) 845 345 6611.

#### **Issuing agent**

The Royal Bank of Scotland International Ltd trading as NatWest (NatWest), 71 Bath Street, St. Helier, Jersey, JE4 8PJ.

If you have a complaint about the quality of service or products provided by White Horse Insurance Ireland Ltd, you may contact the Irish Financial Services Regulatory Authority (IFSRA), at the address above.

Should you not be satisfied with the quality of service you have received from Strategic Insurance Services Ltd (as opposed to complaints about the products provided by White Horse Insurance Ireland Ltd) you can, if you wish, refer the matter to:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR or telephone 0845 080 1800. Please note that the Financial Services Ombudsman Service will normally only consider a complaint once the insurer has issued a final decision. As White Horse Insurance Ireland limited operates from outside the UK you will not have redress with the Financial Ombudsman Service with respect to disputes with the insurer.

Any complaint may be raised without prejudice to your right to take legal proceedings.

#### **Details about our regulators**

White Horse Insurance Ireland Limited is authorised and regulated by the Irish Financial Services Regulatory Authority (IFSRA). PO Box 9138, College Green, Dublin 2, Ireland. Telephone + 353 (0) 1224 4000.

White Horse Insurance Ireland Ltd is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. 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 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. As of 1/1/2010 this will be 90% of the whole claim with no upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information can be obtained on request, or by visiting the Financial Services Compensation Scheme [www.fscs.org.uk](http://www.fscs.org.uk).

As White Horse Insurance Ireland Limited operates from outside the UK you will not have redress with the Financial Ombudsman Service with respect to disputes with the insurer.

A copy of our complaints procedure leaflet is available on request.

This policy is governed by and must be interpreted in line with English law, and any disputes arising from this policy may be settled only in the English courts.

# Advantage International and Advantage Cheque Car Rental Loss Damage Waiver and Supplemental Liability Insurance Policy Document

## Insurer – White Horse Insurance Ireland Limited

It is recommended that you read the policy carefully and carry the insurance guide with you when travelling.

The cover provided by this policy begins as soon as you are an Advantage International or Advantage Cheque Account holder. Cover continues automatically as long as:

- a) you remain an Advantage International or Advantage Cheque Account holder; and
- b) the insurance continues to be placed with White Horse Insurance Ireland Limited by NatWest.

From time to time it may be necessary to alter your policy. When this situation arises you will be notified accordingly. Any such alteration will only apply to rentals booked by you from the time of receipt of that advice or some other future specified date.

Please note that upon surrender, cancellation or termination of your Advantage International or Advantage Cheque Account, the benefits under this policy will no longer be available to you.

The insurance is underwritten by White Horse Insurance Ireland Limited. Registered Number 306045. 14 Clyde Road, Ballsbridge, Dublin 4, Republic of Ireland. Telephone: + 353 (0) 1 231 4400.

White Horse Insurance Ireland Limited is regulated by the Irish Financial Services Regulatory Authority (IFSRA), is a member of the Dublin International Insurance and Management Association (DIMA) and is a supporter of the Association of British Insurers General Code of Practice.

### Notice of loss

Please contact: (Claims Office) White Horse Insurance Ireland Limited  
c/o AXA Assistance Claims Centre Ltd.  
PO Box 54098  
London  
SW20 8UU

**Telephone: +44 (0)845 458 9677**

Fax: +44 (0)845 458 9644

Email: [car.rental@axa-assistance.co.uk](mailto:car.rental@axa-assistance.co.uk)

### Definitions

The following words and phrases have special meaning throughout this policy.

**'Bodily injury'** means bodily injury, sickness or disease including death resulting from any of these.

**'Company/Insurers'** means the insurance company who is providing this insurance.

**'Family member'** means partner and dependent children aged 21 to 23 years of age and who are in full time education.

**'Insured, insured person, you or your'** each mean you, your partner and dependent children aged 21 to 23 years who are in full time education.

**'Liability insurance supplement'** means the insurance provided by this policy.

**'Loss/Losses'** means amounts paid in settlement of a claim or a judgement for which the insured is legally liable. The amounts are subject to deductions for subrogation, salvages, and any recoveries available. Loss does not include costs of defence, interest or judgement, or other expenses paid in defence or investigation of the claim.

**'Mobile equipment'** means any of the following types of land vehicles, including any attached machinery or equipment:

1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises you own or rent;
3. vehicles that travel on crawler treads;

4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a) Powercranes, shovels, loaders, diggers or drills or
  - b) Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in paragraph 1, 2, 3 or 4 above that are self-propelled vehicles with the following types of permanently attached equipment:
  - a) equipment designed primarily for snow removal, road maintenance (but not construction or resurfacing) or street cleaning;
  - b) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers;
  - c) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

**'Policy period'** means the period for which the master policy is in force and you have a valid Advantage International or Advantage Cheque Account.

**'Property damage'** means physical loss or damage to property that occurs during the period of insurance, including the loss of use thereof at any time resulting from such loss or damage.

**'Rental agreement'** means a contract on a daily or weekly basis from a licensed rental agency or company.

**'Rental period'** means the period during which the vehicle is rented. The first day of the rental period must occur during the period of insurance for this policy to apply.

**'Rental vehicle'** means any automobile rented under a contract on a daily or weekly basis from such a rental company or agency which must be fully licensed with the regulatory authority of that country, state or local authority.

**'Trip'** shall mean any rental vehicle which is collected outside the cardholder's country of domicile or when the rental vehicle is collected and rented from a point more than 150 kilometres from his/her usual place of residence.

**'Underlying protection'** means the protection described in item 1 of section 2, which provides the layer of protection immediately preceding the layer of insurance provided by this policy.

**'Vehicle'** means a land motor vehicle designed for travel on public roads (including any machinery or equipment attached thereto) that the named insured rents for the period described in the rental agreement, but does not include mobile equipment.

## Policy cover

### Section 1 – Loss Damage Waiver

The underwriters (hereinafter referred to as the insurers) shall indemnify you, as named on the rental agreement, during a trip period of hire for losses incurred up to US \$80,000 (or equivalent in local currency) for the motor vehicle or the value of claim, whichever the lesser, for losses incurred as a result of damage, fire, vandalism, theft or loss of use of the rental vehicle issued for business or pleasure when such vehicle is rented and operated from a licensed rental agency and you have declined the rental company's Loss Damage Waiver (LDW) or any similar provision, or where such coverage does not extend to the Terms and Conditions contained herein. This insurance is only available for trips up to 31 days, cover is not available to anyone under the age of 21 years or over 74 years.

### Geographical limit: Worldwide

#### Conditions applicable to Section 1

1. The due observance and fulfilment of all the Terms and Conditions of this insurance by you or anyone acting on your behalf in so far as they relate to anything to be done or complied with by you or anyone acting on your behalf shall be a condition precedent to any liability of the insurers to make payment under this policy.
2. Written notice of accidents, proceedings or any other events which may give rise to a claim shall be given to the Claims Office (see page 13) in writing immediately. All certificates, information and evidence required by the Claims Office shall be furnished at your expense or your legal representative's.

3. Except with the written consent of the insurers, no person is entitled to admit liability on their behalf or to give any representations of other undertakings binding upon them. The insurers shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in your name.
4. The insurers may at their own expense take proceedings in your name to recover compensation from any third party in respect of any indemnity provided under this policy and any amounts so recovered shall belong to the insurers and you shall render all reasonable assistance to the insurers.
5. All claims hereunder shall be governed by the laws of England and Wales whose courts alone shall have jurisdiction in any dispute arising under this policy.
6. All insured drivers must hold a valid UK or internationally recognised driving licence.
7. Communication of and in connection with this policy shall be in the English language.

#### **Warranty**

Warranty cover under this section is provided for the rental of one vehicle (as defined below) at any one time which may be driven and operated by those as detailed on the vehicle rental agreement, the lead name of which must be an Advantage International or Advantage Cheque Account holder or your partner or dependent children aged between 21 and 23 years who are in full time education (as defined below), during the trip duration. Cover will take effect from the time you take legal control of the rental vehicle and will cease at the time the rental company assumes control of the rental vehicle whether at its business location or elsewhere. Losses are limited to costs which would have been waived had the insured person paid the LDW or similar.

#### **Exclusions to Loss Damage Waiver Insurance**

The insurers shall not be liable for claims directly or indirectly occasioned by happening through or in consequence of the following:

1. Persons who are not Advantage International or Advantage Cheque Account holders.
2. Where a rental vehicle is hired within the Advantage International or Advantage Cheque Account holder's usual country of domicile and within 150 kilometres of the Advantage International or Advantage Cheque Account holder's usual place of residence.
3. Wilful, self-inflicted injury or illness, alcoholism or the use of alcohol or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of drug addiction) self exposure or needless peril (except in an attempt to save human life).
4. Loss or destruction of or damage to any property whatsoever or any liability, loss or exposure whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
  - a) ionising radiation or contamination by radioactivity from any nuclear fuel or any waste and the combustion of nuclear fuel; or
  - b) the radioactive toxic explosive or any hazardous properties or any explosive nuclear assembly or nuclear component thereof.
5. Loss or damage directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
6. Losses in respect of any property or expenses more specifically insured or any claim which but for the existence of this policy should be recoverable under any other insurance.
7. Claims or incidents that may give rise to a claim not notified direct in writing to the Claims Office (page 13) within 31 days of the covered rental period.
8. Any fraudulent, dishonest or criminal act committed by the insured person(s) or with whom he/she is in collusion, or insurance effected in circumstances where a claim might reasonably be anticipated.

9. Operation of the vehicle in violation of the terms of the rental agreement.
10. Expenses assumed, waived or paid by the rental agency or its insurers.
11. Automobiles or other vehicles which are not rental vehicles.
12. Wear and tear, gradual deterioration, insect or vermin, inherent vice or damage.
13. Transporting contraband or illegal trade.
14. Driving by persons who are not named on the rental agreement.
15. The rental of 'expensive or exotic' vehicles, namely vehicles with a retail purchase price in excess of US \$80,000 (or local currency equivalent) or 'antique' vehicles which are over 20 years old or are of a type which have not been manufactured for over 10 years. The onus is on the insured person (prior to the rental) to check with AXA Assistance (the appointed Assistance Company - AXA Assistance, PO Box 54098, London, SW20 8UU. Telephone: 0845 458 9677.  
Email: car.rental@axa-assistance.co.uk
16. The rental of certain vehicles, namely - motor homes, camper vans, trucks, commercial vehicles, motorcycles, mopeds, motorbikes, off-road vehicles, recreational vehicles, vans and vehicles with more than 9 seats, or as agreed by special acceptance from underwriters.
17. Expenses reimbursed by the insured person's employer's insurers.
18. Losses occurring from driving whilst not on a public highway.

#### **Enhancements**

##### **a) Restitution of holiday**

This policy will provide a benefit of US \$25 (or equivalent in local currency) per day if the car rental is cancelled or cut short on the advice of a physician and in consultation with AXA Assistance. The insured must be confined to a bed in a hospital, in a hotel or in private accommodation during such time that the car rental was booked and paid for. The insured must present both rental agreement document and a medical certificate as to the time he/she has been confined to bed. The car rental must be confirmed for at least a minimum of seven days, proof of the booking and duration of rental may be requested by AXA Assistance. Total limit of indemnity US \$300 (or equivalent in local currency).

##### **b) Drop-off charges**

In the event of there being no named insured on the application form to return the rental car to the originating car rental station following an accident/illness for which hospitalisation takes place, the policy will indemnify the insured up to but not exceeding US \$300 (or equivalent in local currency) to pay for drop-off charges incurred through the car rental station. AXA Assistance must be informed immediately of this situation. All negotiations to be left to AXA Assistance and the vehicle rental station. One way rentals excluded.

##### **c) Lock-out**

In the event that a named insured unintentionally locks himself/herself out of a rental vehicle, the costs incurred up to a maximum of US \$60 (or equivalent in local currency) to open the car (without causing any further damage to the said rental car) will be reimbursed. The rental company must approve the locksmith and AXA Assistance is to approve this course of action prior to a locksmith being called out. All receipts are to be retained and presented by the named insured to AXA Assistance for the reimbursement to be approved. Failure to follow these steps may void this policy.

## **Section 2 – Excess Third Party Liability Policy (Supplemental Liability Insurance)**

### **Insuring agreements**

In consideration of payment by you of the cost of the rental the insurers shall indemnify the insured(s), as named on the rental agreement, during the period of hire. This policy is only available for rentals of up to 31 days and cover is not available to anyone under the age of 21 years or over 74 years.

Subject to the limits of liability stated below, the company shall pay on behalf of the insured(s) damages occurring during the trip rental period which are in excess of the total limits of liability and retention and/or deductible of all underlying protection, as set forth below. Under no circumstances will the insurance afforded under this policy be broader than the protection provided in the rental agreement.

Furthermore, this policy is excess to any statutorily mandated liability imposed on the vehicle's owner by the governing jurisdiction.

## **Geographical limit: Worldwide**

### **Limits of liability (each accident)**

- a) Bodily injury and property damage combined single limit the difference between the limits of protection shown in the rental agreement in any State within the United States of America and Canada or the local State requirement in which the accident occurs, whichever is the greater and a combined single limit of US \$1,000,000 each occurrence for bodily injury (including death) and property damage.

OR

The difference between the limits of protection shown in the rental agreement in any Country or State outside the United States of America and Canada in which the accident occurs whichever is the greater and a combined single limit of US \$1,000,000 each occurrence for bodily injury (including death) and property damage.

- b) Uninsured and underinsured motorist or hit and run coverage (if applicable) combined single unit to the extent that this policy applies to damages which the insured is entitled to collect under the terms of any uninsured or underinsured motorist law of the appropriate country, the limit of liability shall be the difference between the minimum limits required by statute and a maximum US \$100,000 each accident.

### **Difference in limit**

Where an individual being an Advantage International or Advantage Cheque Account holder purchases or is provided with limits in excess of standard limits of protection by the licensed rental company rental agreement, the level of indemnity granted hereunder shall be the difference between any specifically purchased or provided limit up to an additional US \$1,000,000 (or equivalent in local currency).

1. This is excess insurance and only applies to those coverages for which underlying protections exist. Furthermore, this policy is excess to any statutorily mandated liability imposed on the vehicle's owner by the governing jurisdiction.
2. It is expressly agreed that liability for any loss shall attach to the company only after the underlying protection has admitted liability or shall have been held liable to pay the full amount of their liability and the company shall then be liable to pay only such additional amounts up to the limit of liability set forth above.
3. The insurance afforded applies separately to each insured against whom a claim is made or suit is brought except that the inclusion of more than one insured shall not operate to increase the company's Limit of Liability as set forth in Section 2.
4. Affiliates of the company may also issue one or more underlying policies for purposes of complying with local laws. It is expressly agreed that this policy, together with any policy issued by any affiliate of the company, shall be deemed one and the same policy, and that the Limit of Liability and amount recoverable by any insured under this policy, together with any policy issued by the company's affiliates, shall not exceed the amounts shown under the limits of liability of this policy for any one occurrence or accident. The company may also reduce coverage available under this policy to the extent that coverage is available under any affiliate's policy, in order to preserve the Limit of Liability described above.

### **Notice of loss**

Please contact: (Claims Office) White Horse Insurance Ireland Limited  
c/o AXA Assistance Claims Centre Ltd.  
PO Box 54098  
London  
SW20 8UU  
**Telephone: +44 (0)845 458 9677**  
Fax: +44 (0)845 458 9644  
Email: car.rental@axa-assistance.co.uk

### **Cost, charges and expenses**

- a) When coverage is available to you under any underlying protection, the company, although without obligation to do so, shall have the right and opportunity to associate in the defence and control of any claim or suit reasonably likely to involve the company under this policy.
- b) All expenses resulting from the investigation and defence of claims, to which this policy applies, including court costs, appeal bonds, pre-judgement interest, and post judgement interest, shall not be included in the limits of liability of this policy.

### **Exclusions to Excess Third Party Liability Insurance**

In addition to those exclusions contained in the rental agreement, this insurance does not apply to the following:

1. Liability imposed upon you under any uninsured motorist, underinsured motorist, or automobile no-fault or first party personal injury law, or any other law similar to any of the foregoing. By accepting this policy, you agree it is acting on its own behalf and on behalf of all other persons who may at any time become insured under this policy and the named insured rejects, to the extent permitted by law, the inclusion of any coverage which might otherwise be required under any such laws. However, this exclusion does not apply to the first US \$100,000 (or equivalent in local currency) of damages you are entitled to collect under the terms of any uninsured or underinsured motorist or hit and run coverage which applies to the accident.
2. Bodily injury to or property damage to you, nor, to the extent permitted by law in the state where the rental agreement is signed, to bodily injury or property damage to any person who is related to any insured by blood, marriage or adoption and residing in the same household.
3. Punitive or exemplary damages.
4. Any obligation for which you or any carrier as his/her insurer may be held liable under any worker's compensation, occupational disease, unemployment compensation or disability benefits law or under any similar law. However, this exclusion does not apply to liability of others assumed by the insured under contract.
5. Bodily injury or property damage arising out of or in connection with the discharge, dispersal, release or escape or seepage of oil, petroleum substances or derivatives (including any oil, refuse or oil mixed with wastes), smokes, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, bog, marsh, swamp or wetland and including but not limited to hazardous substances in the ground water, the subsoil or anything contained therein.

This exclusion shall also apply to the clean-up costs incurred and any bodily injury or property damage arising from or in connection with anything contained in the preceding sentence. However, this exclusion does not apply if:

- a) The pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of the covered vehicle; and
- b) The discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage to the vehicle.

6. a) In respect of occurrences taking place in the United States of America or Canada, any liability of the insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- b) In respect of occurrences taking place outside of the United States of America and Canada, the company shall not indemnify the insured against liability arising directly or indirectly in consequence of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism or military or usurped power, confiscation or requisition by any competent authority or nationalisation.
- 7 Except in so far as coverage is available to the insured or under the underlying protection to:
  - a) liability of any insured or anyone employed by you with respect to bodily injury to or death of another employee of the same employer injured in the course of such employment;
  - b) liability arising out of the
    - (i) ownership, maintenance, operation, use, loading or unloading of any vehicle while being used in any prearranged or organised racing speed or demolition contest or activity or
    - (ii) the operation or use of any snowmobile or trailer designed for use therewith.
8. 'Bodily injury' or 'property damage' arising out of the transportation, storage, handling, distribution, sale or disposal of asbestos or goods or products containing asbestos.
9. 'Bodily injury' or 'property damage' arising out of the manufacturing, handling, distribution, sale, application, consumption or use of any products known as polychlorinated biphenyl or which contains polychlorinated biphenyl derivative or which is generally known in the chemical trade as having a like formulation structure or function by whatever name manufactured, sold or distributed.
10. 'Bodily injury' or 'property damage'. In respect of the United States of America and Canada:
  - a) With respect to which an insured under this policy is also insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, American Nuclear Insurer, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - b) Resulting from the hazardous properties of nuclear material and with respect to which:
    - (i) any person or organisation is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof; or
    - (ii) the insured is or, had this policy not been issued, would be entitled to indemnity from the United States of America, or any agency, thereof, under any agreement entered into by the United States of America or any agency, thereof, with any person or organisation.
  - c) Resulting from the hazardous properties of nuclear material if:
    - (i) the nuclear material is at any nuclear facility owned by or on behalf of the insured or has been discharged or disbursed there from;

OR

- (ii) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of or on behalf of an insured;

OR

- (iii) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion 10.
- d) applies only to property damage to such nuclear facility and any property threat.

**As used in this exclusion:**

**'Property damage'** includes all forms of radioactive contamination of property.

**'Hazardous properties'** include radioactive, toxic or explosive properties.

**'Nuclear material'** means source material, special nuclear material or by-product material.

**'Source material, special material and by-product material'** have the meanings given to them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

**'Spent fuel'** means any fuel element or fuel component, solid or liquid that has been used or exposed to radiation in a nuclear reactor.

**'Waste'** means any waste material (i) containing by-product and (ii) material resulting from the operation by any person or organisation of any nuclear facility included within the definition of nuclear facility under paragraph a) or b) below.

**'Nuclear facility'** means:

- a) any nuclear reactor;
- b) any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium (b) processing or utilising spent fuel or (c) handling processing or packaging waste;
- c) any equipment or device used for the processing, fabricating or alloying of special material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d) any structure, basing, excavating premises or place prepared or used for the storage or disposal of waste and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operation.

**'Nuclear reactor'** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

In respect of claims outside the United States of America and Canada the 'company' shall not indemnify the insured under this policy against any liability directly or indirectly caused by or contributed to or arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
11. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for bodily injury or property damage not covered under this policy.
  12. We do not provide cover for any named insured who had made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.
  13. We do not provide coverage for any named insured who intentionally causes bodily injury or property damage.
  14. Cover under this section is provided for the rental of one vehicle (as defined below) at any one time which may be driven and operated by any of the eligible insured persons as detailed on the vehicle rental agreement, the lead name of which must be the insured Advantage International or Advantage Cheque Account

holder or partner or dependent children aged between 21 and 23 years who are in full time education during the trip duration. Cover will take effect from the time the insured person takes legal control of the rental vehicle and will cease at the time the rental company assumes control of the rental vehicle whether at its business location or elsewhere. Losses are limited to costs which would have been waived had the insured person paid the Supplemental Liability Insurance or similar.

15. Where a rental vehicle is hired within your usual country of domicile and within 150 kilometres of your usual place of residence.

#### **Policy territory**

This insurance shall apply to losses that occur during the trip rental period on a worldwide basis.

#### **Conditions to Excess Third Party Liability Insurance**

1. **Acceptance by insured:** By accepting Liability Insurance Supplement in the rental agreement, the insured who signs the rental agreement agrees that he/she is acting on his/her own behalf and on behalf of all other persons who may at anytime become an insured under the rental agreement.
2. No action shall lie against the company unless as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgement against the insured after actual trial or by written agreement of the insured, the claimant and the company.
3. Any person, organisation or their legal representative is entitled to recover under this policy after they have secured a judgement or written agreement against the insured.

Recovery is limited to the extent of the insurance afforded by this policy. No person or organisation has any right under this policy to include the company in any direct action against the insured to determine your liability nor will the company be brought into such an action by the insured or his/her representative. If the insured or the estate of the insured becomes bankrupt or insolvent, it does not change any of the company's obligations under this policy.

4. **Appeals.** In the event the insured elects not to appeal a judgement in excess of the underlying protection, the company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto but in no event shall the liability of the company exceed the amount set forth in the insuring agreement for any one occurrence plus the taxable costs, disbursement and interest incidental to such appeal.
5. **Assignment.** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon.
6. **Assistance and co-operation of the insured.** You shall co-operate with the company in the investigation, settlement, or defence of any claim or suit.
7. **Bankruptcy or insolvency.** The insolvency or financial impairment of an insured does not increase the amounts the company would otherwise have had to pay nor does this policy become excess of any reduced recoveries available because of the insolvency or financial impairment.
8. **Changes.** Notice to or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy nor stop the company from asserting any rights under the terms of this policy, nor shall the terms of this policy be waived or changed except by endorsement issued to form a part of this policy, signed by an authorised representative of the company.
9. **Declarations.** By acceptance of this policy, you agree that the statements made on the rental agreement are your agreement and representation and that this coverage is issued in reliance upon the truth of such representations.
10. **Notice of loss.** When an event causing injury or damage takes place which is reasonably likely to give rise to a claim under this policy, written notice shall be given as soon as practicable by or on behalf of the insured to the company or any

of its authorised agents in addition to any obligation the insured may have under the underlying protection or any other insurance. Such notice shall contain particulars sufficient to identify the insured and reasonable obtainable information concerning the time, place and circumstances of such event and pertinent details. The insured shall give like notice of any claim or suit on account of such event and shall immediately forward to the company every demand, notice, summons or other process received by him/her or his/her representative, together with copies of reports of investigations made by the insured with respect to such claim or suit.

11. **Service of suit.** In respect of suits in United States of America and Canada only: It is agreed that in the event of the failure of the company to pay any amount claimed to be hereunder, the company and insured will submit to the jurisdiction of the Supreme Court of the State of New York, and will comply with all the requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of the State of New York. Further, pursuant to any statute of any state, territory or district of the United States of America which makes provision therefore, the company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his/her successors in office as its true and lawful attorney upon whom may be served any lawful process in action, suit or proceeding instituted by or on behalf of the insured, or any beneficiary hereunder, arising out of this policy. In respect of suits outside the USA and Canada:
- a) this policy including all Terms, Conditions, Endorsements or Limitations contained herein shall be interpreted in accordance with the law of England and Wales;
  - b) if any dispute arises in relation to this policy and the insured so wishes the parties will try to settle it by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure. To start a mediation a party must serve on the other party an Alternative Dispute Resolution notice (ADR). No later than 28 days after the service of the ADR notice the parties shall start the mediation or if the company served the ADR notice the insured shall notify the company that it does not wish to use mediation. If the dispute cannot be resolved by mediation or the insured does not wish to use mediation the dispute shall be referred to arbitration in London by a tribunal of three arbitrators under the provisions (both mandatory and non-mandatory) of the Arbitration Act 1996.
12. **Severability of interest.** The insurance afforded by this policy applies separately to each insured and against whom the claim is made or suit is brought, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability beyond those stated on (page 13).
13. **Subrogation.** In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery relating to such payment against any person or organisation and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after the loss to prejudice such rights. All recoveries or payments recovered or received subsequent to a settlement under this policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the insured and the company.
14. **Terms of policy conform to statute.** Terms of this policy which are in conflict with the statutes of the State, Province or Territory wherein this policy is issued are hereby amended to conform to such statutes.

#### **Baggage insurance**

The underwriter hereby agrees to the extent and in the manner hereinafter provided, to indemnify You against theft of article(s) or damage to article(s) as a result of theft or attempted theft, following visible and forcible entry, to baggage and/or personal effects (as herein defined), after such theft or damage are proved. Provided such items are secured in your hired vehicle in either a locked boot or glove box only.

PROVIDED always that the liability of the underwriter shall not exceed the limits of liability as expressed hereunder:

- £500 in total any one claim;
- £150 for any single item. The maximum payment for any single item for which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is not supplied is £75, subject to a maximum £200 for all such items.

#### **Definitions**

'You', 'Your' refer to the insured person.

'Baggage' means luggage, personal possessions and travel documents taken by you on the trip.

'Excess' is the first amount of the claim for each person and each incident which is payable by you.

'Personal effects' means privately owned items that are regularly worn or carried on ones person.

#### **Exclusions for Baggage Insurance**

##### **What you are not covered for:**

In addition to the general exclusions of the policy, the insurer shall not be responsible for:

1. an excess of £50 each and every claim;
2. claims arising from theft or damage of cash and valuables;
3. wear, tear and depreciation of the article(s);
4. claims not reported to an appropriate police authority within 24 hours of discovery and an official police report obtained;
5. claims where the evidence of forced entry have not been confirmed by the hire car company and/or police;
6. claims from an unattended vehicle between the hours of 20:00 and 08:00;
7. claims arising from theft or damage to household goods or anything shipped as freight or under a bill of lading;
8. claims arising from theft or damage of articles from your hire car unless taken from a locked boot or glove box.

#### **Personal accident insurance**

To indemnify the insured person(s) to a limit of GB £10,000 per person per accident against accidental death or permanent total disablement following an accident provided always that benefit will only become due for payment if the accident giving rise to bodily injury is sustained:

- a) whilst an insured person is travelling in, mounting into or dismounting from any hired transport or conveyance, as herein defined; or
- b) by an insured person as a result of being struck by any motor vehicle during the course of the rental agreement

#### **Definitions**

'Accidental death' shall mean the death of the insured person from bodily injury.

'Permanent total disablement' and 'Permanently disabled' shall mean complete and total physical inability of the insured person arising from bodily injury which entirely prevents the Insured Person from attending any occupation which either lasts for twelve continuous months and at the end of such time there is no hope of recovery, or is as and when underwriters determine that the insured person is permanently totally disabled, whichever is the earlier occurrence.

'Loss of or loss of use of eye(s) and/or limb(s)' means loss by physical separation or total and irrecoverable loss of use of eyes and/or limbs as defined within the Continental Scale herein.

'Bodily injury' shall mean identifiable physical injury which is caused by an accident, which occurs during the period of this insurance and which solely and independently of any other cause, occasions the death or disablement of the insured person within twelve months from the date of the accident.

## Conditions

The following are general conditions and are precedent to underwriters' liability to pay compensation under this insurance.

1. Notice must be given to underwriters as soon as reasonably practicable of any accident which causes or may cause disablement or bodily injury within the meaning of this insurance, and the insured person must, as early as possible, place himself under the care of a duly qualified independent medical practitioner. Notice must be given to underwriters as soon as reasonably practicable in the event of death of the insured person resulting or alleged to result from an accident.
2. It is a condition precedent to underwriters' liability to pay compensation to the assured or his representatives, that all medical records, notes and correspondence referring to the subject of a claim shall be made available on request to any representative of the underwriters or medical adviser appointed by or on behalf of underwriters and that such medical adviser or advisers shall, for the purposes of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the insured person.
3. Underwriters at their own expense shall have the right and opportunity to examine the insured person whose bodily injury is the basis of a claim when and as often as they may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.
4. Any claim made under this insurance in respect of permanent total disablement shall be subject to the approval of two independent medical referees, one to be appointed by the insured person and one by underwriters. In the event of the aforesaid independent medical referees being unable to concur, in their opinion that the insured person is permanently totally disabled, a third independent medical referee will be appointed by them and his decision shall be final and binding upon all parties.
5. This certificate of insurance, constitutes the entire contract. No change in this certificate of insurance shall be valid. No person has authority to change this certificate of insurance or any of its terms or conditions, other than authorised signatories of Strategic Insurance Services Limited.
6. Any fraud, concealment, or deliberate misstatement either in the application on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim hereunder shall render this insurance null and void and all claims hereunder shall be forfeited.
7. The insured person is deemed to have made a recovery when he is able to perform his duties and related activities associated with an occupation.
8. Words in the masculine gender shall include the feminine.

## Scale of permanent disabilities

The percentage of the sum insured in respect of permanent total disablement or permanent partial disablement shall be as follows:

total loss of sight of both eyes	100%
total incurable insanity	100%
loss of both arms or both hands	100%
complete deafness of both ears, of traumatic origin	50%
removal of lower jaw	50%
loss of speech	50%
loss of one arm and one leg	100%
loss of one arm and one foot	100%
loss of one hand and one foot	100%
loss of one hand and one leg	100%
loss of both legs	100%
loss of both feet	100%

## Permanent disablement - head

loss of one eye	40%
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### Permanent disablement - upper limb

	Right	Left
loss of one arm or one hand	50%	40%
considerable loss of osseous substance of the arm (definite and incurable lesion)	30%	20%
total paralysis of the upper limb (incurable lesion of the nerves)	45%	35%
simultaneous amputation of thumb and forefinger		25%

### Permanent disablement - lower limbs

amputation of thigh (upper half)		60%
amputation of thigh (lower half) and leg		50%
total loss of foot (tibio-tarsal disarticulation)		35%
partial loss of foot (sub-ankle-bone disarticulation)		25%
total paralysis of lower limb (incurable nerve lesion)		60%
complete paralysis of two nerves (popliteal sciatic external and internal)		25%
ankylosis of the hip		25%
loss of osseous substance from the thigh or both bones of the leg (incurable condition)		35%
loss of osseous substance of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg		25%
shortening of the lower limb by at least 5 cm		30%

Permanent disabilities not mentioned above shall be compensated in accordance with their seriousness as compared with that of those mentioned, the occupation of the Insured Person not being taken into consideration.

The partial or total 'functional' disablement, not specifically dealt with in the schedule of permanent disabilities, of a limb or an organ is treated like the partial or total loss of the said limb or organ.

The total compensation payable in respect of several disablements due to the same accident, is arrived at by adding together the various sums, but shall not exceed the total sum insured.

If the insured person is left-handed the percentage set out above for the various disabilities of the right upper limb and left upper limb will be transposed.

### Exclusions for personal accident insurance

This insurance does not cover death or disablement directly or indirectly arising out of or consequent upon or contributed to by:

1. radioactive contamination;
2. the insured person committing suicide or attempted suicide or committing or attempting to commit an intentional self-injury;
3. the insured person being incapable due wholly or partly to mental illness or emotional or behavioural conditions;
4. the insured person's deliberate exposure to exceptional danger (except in an attempt to save human life), or the insured person's own criminal act;
5. the insured person being under the influence of alcohol exceeding those levels defined by law for the use of a motor vehicle in the country in which the insured person is domiciled;
6. the insured person being under the influence of drugs or narcotics that are not lawfully available or which have not been prescribed by or taken in accordance with the instructions of an independent qualified medical practitioner;
7. the death of the insured person arising from illness;
8. the insured person engaging in or taking part in naval, military or air force service or operations;
9. the insured person committing or attempting to commit a criminal act;
10. a pre-existing condition;

11. Human Immunodeficiency Virus (HIV) and/or HIV related illnesses including Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) and/or any mutant derivative or variations thereof, however caused.

#### **Who provides your insurance**

Car Rental Loss Damage Waiver and Supplementary Liability Insurance cover together with Purchase Protection cover is provided by White Horse Insurance Ireland Ltd, 14 Clyde Road, Ballsbridge, Dublin 4, Ireland.

#### **How to complain about a claim**

Should you have a complaint about a claim, this should be sent to The Operations Manager, AXA Assistance Ltd, PO Box 54098, London, SW20 8UU.

If this does not resolve the matter to your satisfaction, you may refer to The Managing Director, White Horse Insurance Ireland Limited, 14 Clyde Road, Ballsbridge, Dublin 4, Ireland. Telephone: + 353 (0) 1 231 4400.

If you remain dissatisfied you may refer your complaint to Irish Financial Services Regulatory Authority (IFSRA) PO Box 9138, College Green, Dublin 2, Ireland. Telephone + 353 (0) 1224 4000.

#### **How to complain about service**

We aim to give customers a high standard of service at all times. If you are unhappy with the service provided for any reason you should initially contact the Underwriting Agent, Strategic Insurance Services Ltd, or the Issuing Agent, The Royal Bank of Scotland International Limited (RBS International) trading as NatWest who arranged the policy for you.

#### **Underwriting agent:**

Chief Executive Officer,  
Strategic Insurance Services Ltd,  
1st Floor,  
10-13 Lovat Lane,  
London, EC3R 8DN  
Telephone: +44 (0) 845 345 6611.

#### **Issuing agent:**

The Royal Bank of Scotland International Ltd trading as NatWest (NatWest),  
71 Bath Street,  
St. Helier,  
Jersey,  
JE4 8PJ.

If you have a complaint about the quality of service or products provided by White Horse Insurance Ireland Ltd, you may contact the Irish Financial Services Regulatory Authority (IFSRA), at the address above.

Should you not be satisfied with the quality of service you have received from Strategic Insurance Services Ltd (as opposed to complaints about the products provided by White Horse Insurance Ireland Ltd) you can, if you wish, refer the matter to:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR or telephone 0845 080 1800. Please note that the Financial Services Ombudsman Service will normally only consider a complaint once the insurer has issued a final decision. As White Horse Insurance Ireland limited operates from outside the UK you will not have redress with the Financial Ombudsman Service with respect to disputes with the insurer.

Any complaint may be raised without prejudice to your right to take legal proceedings.

#### **Details about our regulators**

White Horse Insurance Ireland Limited is authorised and regulated by the Irish Financial Services Regulatory Authority (IFSRA). PO Box 9138, College Green, Dublin 2, Ireland. Telephone + 353 (0) 1224 4000.

White Horse Insurance Ireland Ltd is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of

the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. As of 1/1/2010, this will be 90% of the whole claim with no upper limit. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or by visiting their website at [www.fscs.org.uk](http://www.fscs.org.uk)

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A copy of our complaints procedure leaflet is available on request.

This policy is governed by and must be interpreted in line with English law, and any disputes arising from this policy may be settled only in the English courts.

#### **Emergency assistance and initial claims notification/Claims handling office**

For any emergency assistance or advice please call AXA Assistance. Any potential claim in respect of either Section(s) 1 or 2 must be reported immediately or at least within 48 hours OR Fully completed claim forms and supporting documentation should be sent to:

AXA Assistance

PO Box 54098

London SW20 8UU

**Tel: +44 (0)845 458 9677**

Fax: +44 (0)845 458 9644

Email: [car.rental@axa-assistance.co.uk](mailto:car.rental@axa-assistance.co.uk)

#### **Compensation**

In the unlikely event of White Horse Insurance Ireland Limited being unable to meet its liabilities, you will not be entitled to compensation under the Financial Services Compensation Scheme as the insurer operates from outside the UK.

### **Your information**

#### **Who we are**

Your Car Rental Loss Damage Waiver and Supplemental Liability Insurance is underwritten by White Horse Insurance Ireland Ltd.

You are giving your information to White Horse Insurance Ireland Ltd. who are members of The Royal Bank of Scotland Group (The Group). In this information statement 'we' 'us' and 'our' refers to UK Insurance unless otherwise stated.

For information about our group of companies please visit [www.rbs.com](http://www.rbs.com) and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 or Textphone 0845 900 5960.

#### **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 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 credit reference and 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 first contacted us but please ensure that you only provide us with sensitive information about other people with their agreement.

### **Data Protection Act**

The information that you supply to us will only be used by us to assess whether we will provide you with insurance cover or assessing any future claim you may make. Information may be passed to the insurer of your policy or the specified claims handler or emergency assistance service for the purpose of managing your claim.

The information we store will not be passed to any other third parties, and you have the right to access under the terms of the Data Protection Act.

### **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.

### **Credit reference agencies**

To assess your insurance application and the terms on which cover may be offered, we may obtain information about you from credit reference agencies to check your credit status and identity. The agencies will record our enquiries. This will not affect your credit standing.

### **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.

## Section C

### Advantage International and Advantage Cheque Purchase Protection Policy Summary

#### Introduction

This key facts document is a policy summary. The full Terms and Conditions of our Purchase Protection product are found on the proceeding pages within this booklet.

Your Purchase Protection Policy is administered by The Royal Bank of Scotland International Limited (RBS International) trading as NatWest and the Insurer is:

White Horse Insurance Ireland Ltd  
14 Clyde Road  
Ballsbridge  
Dublin 4  
Ireland

Company Registration Number 306045. Your policy provides cover for items against loss, theft or damage following purchase.

#### Making a claim

If you need to make a claim, please call us on **(0845) 610 1432**. Monday to Friday 9am - 5pm GMT.

#### Eligibility

- Only items with a purchase price in excess of GB £50.
- A purchase where the entire purchase amount is made with the Advantage International or Advantage Cheque debit card, credit card or currency card.
- Losses that occur within 90 days of purchase.

#### Significant features and benefits

- Loss, theft or damage, including internet delivery guarantee.
- Items purchased as gifts, and
- Registration of the item is not necessary.

#### Significant exclusions and/or limitations (please refer to part IV (page 55) of the full policy)

- Boats.
- Motorised vehicles.
- Land or buildings.
- Travellers cheques, tickets of any kind, negotiable instruments, bullion, rare or precious coins, cash or its equivalent.
- Plants or animals, and
- Consumables, perishables or services.

The full exclusions and limitations are contained in the Terms and Conditions.

#### Limits of Cover

- Any one item GB £1,000.
- Any one occurrence GB £3,000 (each and every card).
- In the aggregate GB £20,000.

You may wish to review your cover periodically to ensure it continues to meet your needs.

#### Duration of cover

This policy runs for the length of time that you hold an Advantage International or Advantage Cheque Account unless we notify you of any changes to the policy or the withdrawal of cover.

#### Choice of law

The law of England and Wales will apply to this contract.

#### Language

The language used in this policy summary and any communications relating to it will be in English.

### **Who provides your insurance**

Car Rental Loss Damage Waiver and Supplementary Liability Insurance cover together with Purchase Protection cover is provided by White Horse Insurance Ireland Ltd, 14 Clyde Road, Ballsbridge, Dublin 4, Ireland.

### **How to complain about a claim**

Should you have a complaint about a claim, this should be sent to The Operations Manager, AXA Assistance Ltd, PO Box 54098 London SW20 8UU.

If this does not resolve the matter to your satisfaction, you may refer to The Managing Director, White Horse Insurance Ireland Limited, 14 Clyde Road, Ballsbridge, Dublin 4, Ireland. Telephone: + 353 (0) 1 231 4400.

If you remain dissatisfied you may refer your complaint to Irish Financial Services Regulatory Authority (IFSRA) PO Box 9138, College Green, Dublin 2, Ireland. Telephone + 353 (0) 1224 4000.

### **How to complain about service**

We aim to give customers a high standard of service at all times. If you are unhappy with the service provided for any reason you should initially contact the Underwriting Agent, Strategic Insurance Services Ltd, or the Issuing Agent, The Royal Bank of Scotland International Limited (RBS International) trading as NatWest who arranged the policy for you.

### **Underwriting agent**

Chief Executive Officer, Strategic Insurance Services Ltd, 1st Floor, 10-13 Lovat Lane, London, EC3R 8DN. Telephone: +44 (0) 845 345 6611.

### **Issuing agent**

The Royal Bank of Scotland International Ltd trading as NatWest (NatWest), 71 Bath Street, St. Helier, Jersey, JE4 8PJ.

If you have a complaint about the quality of service or products provided by White Horse Insurance Ireland Ltd, you may contact the Irish Financial Services Regulatory Authority (IFSRA), at the address above.

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This policy is governed by and must be interpreted in line with English law, and any disputes arising from this policy may be settled only in the English courts.

# Advantage International and Advantage Cheque Purchase Protection Policy document

## Introduction

Your Purchase Protection Policy is administered by The Royal Bank of Scotland International Limited (RBS International) trading as NatWest (NatWest) and the insurer is: White Horse Insurance Ireland Ltd

14 Clyde Road  
Ballsbridge  
Dublin 4  
Ireland

Company Registration Number 306045. Your policy provides cover for items against loss, theft or damage following purchase.

## Part I. Definitions

'**Covered purchase**' means an item purchased by an Advantage International or Advantage Cheque Account holder and paid for by using an Advantage International or Advantage Cheque debit card, credit card or currency card. For a purchase to be considered a covered purchase, the entire purchase amount for the item must have been made through the Advantage International or Advantage Cheque debit card, credit card or currency card and can include purchases made over the Internet where the items have not been delivered.

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

'**Eligible account**' means an Advantage International or Advantage Cheque Account.

'**Eligible person**' means the Advantage International or Advantage Cheque Account holder.

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

'**Stolen**' means a loss that involves the disappearance of a covered purchase from a known place under the circumstances that would indicate the probability of theft.

## Part II. Individual termination

An eligible person's coverage shall terminate on the earliest of 1) the date the eligible person is no longer holding an eligible account or, 2) the date the eligible account is defined as ineligible by the closure of the account.

## Part III. Description of coverage

- If a covered purchase (including those made over the internet), or a covered purchase given as a gift, is stolen or damaged, benefits will be paid subject to the limits of cover.
- Valuations will be subject to the amounts described in the limits of cover.
- Scope of coverage - the loss must occur within a) 90 domestic days and b) 90 international overseas days from the date of the covered purchase. No registration of the covered purchase is necessary.
- An excess of GB £50.00 is applicable for each and every occurrence.
- Coverage is limited only to those amounts not covered by any other insurance's, indemnities, guarantees, warranties or the like, up to the original purchase amount.

In no event will this coverage apply as contributing insurance.

## Valuation

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

- the amount of the covered purchase indicated on the eligible account; or
- the actual cost to repair or replace the covered purchase with an item of like, kind and quality.

With respect to covered purchase which consist of articles in a pair or set, the insurer's liability shall be limited to the cost of any particular part(s) which may be

stolen or damaged, unless the articles are unusable individually and cannot be replaced individually; provided, however, liability for items of jewellery or fine arts consisting of articles in a pair, set or collection will not be more than that cost of any particular parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair, set or collection.

#### **Scope of coverage**

The maximum liability of the Insurer under this policy is as indicated below.

Limits of cover:

- any one item GB £1,000
- any one occurrence GB £3,000 (each and every card/account)
- in the aggregate GB £20,000

#### **Part IV. Exclusions**

Covered purchases do not include:

- boats;
- motorised vehicles (including but not limited to aeroplanes, automobiles and motorcycles) or their motors, equipment and accessories (including but not limited to communication devices intended solely for use in the vehicle);
- land or buildings (including but not limited to homes and dwellings);
- travellers cheques, tickets of any kind, negotiable instruments, bullion, rare or precious coins, cash or its equivalent;
- plants or animals;
- consumables and perishables;
- items which the eligible person damages through alteration (including cutting, sawing or shaping); or
- services (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods, property or professional advice of any kind);
- theft of, or damage to, jewellery, cameras or video recording equipment contained in baggage is not covered unless carried by the eligible person by hand or under the personal supervision of the eligible person or the eligible person's travelling companion previously known to the eligible person.

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

Coverage is not provided for loss or damage when the eligible person fails to exercise due diligence to avoid or diminish loss or damage to covered purchases.

Items stolen from public places are not covered unless they are locked wherever and whenever circumstances permit. Stolen items are not covered unless they are reported as stolen, within 36 hours, to the police or an appropriate authority where the incident took place.

Lost items and items stolen from unattended vehicles are not covered. Any additional exclusions are indicated in the schedule of benefits.

#### **How Internet Delivery Guarantee works**

You are covered if anything you have bought on the internet gets lost or damaged, providing you are a resident of the United Kingdom (to include residents of the Channel Islands, Isle of Man and Gibraltar), from the moment you buy it to the moment it arrives at your home (subject to exclusions) and a maximum of GB £1,000 per item.

Therefore whatever you shop for on the internet, whether it's a pair of shoes, books or some clothes, you are fully protected where the entire purchase amount is made with the Advantage International or Advantage Cheque debit card, credit card or currency card.

#### **Additional details**

##### **What is Internet Delivery Guarantee?**

When using your Advantage International or Advantage Cheque debit card, credit card or currency card, Internet Delivery Guarantee covers your online purchases against loss or damage until they arrive at the delivery address.

##### **Does it cost anything?**

Internet Delivery Guarantee is a free service to Advantage International or Advantage Cheque Account holders, providing they are residents of the United Kingdom (including the Channel Islands, Isle of Man and Gibraltar).

##### **What am I covered for?**

You can claim the online purchase price of an item (up to a maximum of GB £1,000 per item), if the item is lost or damaged during delivery or shipping by a registered dealing company. The maximum amount we will cover you for each year is GB £3,000 and the maximum number of claims you can make in one calendar year is 3.

##### **When wouldn't I be covered?**

There are some exclusions to the Internet Delivery Guarantee.

##### **You will not be able to claim for:**

- cash or its equivalent;
- second-hand goods, goods bought from internet auction sites;
- perishable goods;
- purchases made from another country supplier or from a website based in another country (residents of the Channel Islands, Isle of Man and Gibraltar are deemed to be residents of the United Kingdom);
- items which are received, checked for damage, and accepted at the nominated address;
- delivery or courier charges;
- import taxes;
- items with an amount still due for payment;
- items with inherent product defects;
- in the event that your purchase is already covered by another insurance policy.

##### **When will the cover end?**

Internet Delivery Guarantee will remain in force whilst you remain an Advantage International or Advantage Cheque Account holder.

#### **Part V. Terms and Conditions**

The coverage provided by this policy is subject to the following Terms and Conditions:

##### **A. Notification of claims**

If any covered loss occurs, notice must be provided to the Insurer within 45 days of the date that the incident occurred.

Failure to give notice within 45 days from the date of the incident will result in a denial of the claim. The eligible person shall take all reasonable measures to protect, save and/or recover the property.

##### **B. Claims forms**

The insurer or its authorised agent, upon receipt of a notice of claim, will furnish to the eligible person the necessary forms for filing proof of loss.

##### **C. Proof of loss**

Written proof of loss including any required information necessary to support a claim must be furnished to the insurer or its authorised agent at its said location within ninety (90) days after the date of the incident. The policy will only pay claims that are completely substantiated in the manner requested within twelve (12) months after the incident date.

The eligible person must complete the claim form and attach all requested documentation, including a legible copy of the charge card transaction slip and/or the merchant receipt and police report or other proof of loss.

#### **D. Time of payment of claims**

Benefits payable under this policy for any loss will be paid upon receipt of the written proof of such loss and all required information necessary to support the claim. The insurer may in any claim for damage recoverable here under, require the eligible person to send the damaged item to an address designated by the insurer at the eligible person's expense.

#### **E. Payment of claims**

All benefits payable will be paid to the eligible person or, in the case of death, to the eligible person's estate.

#### **F. Misrepresentation and fraud**

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

#### **G. The insurer's right to recover from others**

If the insurer makes payments, it is entitled to recover such amounts from other parties or persons. Any party or person to or for whom the insurer makes payment must transfer to us his or her rights of recovery against any other party or person. The party or person transferring such must do everything necessary to secure these rights and must do nothing that would jeopardise them.

#### **H. Legal actions**

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

#### **I. Conformity with state statutes**

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

#### **Part VI. Choice of law**

The law of England and Wales will apply to this contract.

#### **Part VII. Language**

The language used in this policy and any communications relating to it will be in English.

#### **Who provides your insurance**

Car rental Loss Damage Waiver and Supplementary Liability Insurance cover together with Purchase Protection cover is provided by White Horse Insurance Ireland Ltd, 14 Clyde Road, Ballsbridge, Dublin 4, Ireland.

#### **How to complain about a claim**

Should you have a complaint about a claim, this should be sent to:

The Operations Manager, AXA Assistance Ltd, PO Box 54098 London SW20 8UU.

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The Managing Director, White Horse Insurance Ireland Limited, 14 Clyde Road, Ballsbridge, Dublin 4, Ireland. Telephone: + 353 (0) 1 231 4400.

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We aim to give customers a high standard of service at all times. If you are unhappy with the service provided for any reason you should initially contact the Underwriting Agent, Strategic Insurance Services Ltd, or the Issuing Agent, The Royal Bank of Scotland Limited (RBS International trading as NatWest) who arranged the policy for you.

### **Underwriting agent**

Chief Executive Officer, Strategic Insurance Services Ltd, 1st Floor. 10-13 Lovat Lane, London, EC3R 8DN. Telephone: +44 (0) 845 345 6611.

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## **Your information**

### **Who we are**

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You are giving your information to UK Insurance Limited who are members of The Royal Bank of Scotland Group (The Group). In this information statement 'we' 'us' and 'our' refers to UK Insurance unless otherwise stated.

For information about our group of companies please visit [www.rbs.com](http://www.rbs.com) and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 or Textphone 0845 900 5960.

### **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.

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- 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 credit reference and 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.

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The information we store will not be passed to any other third parties, and you have the right to access under the terms of the Data Protection Act.

### **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.

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- checking details of job applicants and employees.

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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.

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#### **Important Information for UK Residents**

RBS International is not an Authorised Person subject to the rules and regulations made under the UK Financial Services & Markets Act 2000, and therefore deposits made with branches, all of which are outside the UK, are not protected by those rules and regulations covered by the UK Financial Services Compensation Scheme. As at 31 December 2008 RBS International's paid-up capital and reserves exceeded £1,292 million.







The Royal Bank of Scotland International Limited (RBS International) trading as NatWest. Registered Office: PO Box 64, Royal Bank House, 71 Bath Street, St. Helier, Jersey, JE4 8PJ. Regulated by the Jersey Financial Services Commission. Business address: PO Box 11, 16 Library Place, St. Helier, Jersey, JE4 8NH.

Guernsey business address: PO Box 62, Royal Bank Place, 1 Gategny Esplanade, St. Peter Port, Guernsey, GY1 4BQ. Regulated by the Guernsey Financial Services Commission and licensed under the Banking Supervision (Bailiwick of Guernsey) Law, 1994, as amended, the Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law, 2002, and the Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended.

Isle of Man business address: PO Box 7, 1 Prospect Hill, Douglas, Isle of Man, IM99 1AQ. Licensed by the Financial Supervision Commission of the Isle of Man to take deposits and carry on investment business and registered with the Insurance and Pensions Authority in respect of general business.

NatWest is the registered business name of The Royal Bank of Scotland International Limited (RBS International) under the Business Names Registration Act. Gibraltar business address: National Westminster House, PO Box 707, 57 Line Wall Road, Gibraltar. Regulated and authorised by the Financial Services Commission, Gibraltar to undertake Banking and Investment Business from 57 and 55 Line Wall Road, Gibraltar.

If you are not satisfied with any of our products or services, we have a complaints procedure that you can use. A leaflet giving details of the procedure is available from your branch on request.

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Calls may be recorded.

# Helpful Banking