

# Important information about your Advantage Gold account

Identity Theft Protection

Mobile Phone Insurance

Accidental Death Insurance

Purchase Protection

Extended Warranty

Car Breakdown Cover

# IMPORTANT

To register for Mobile Phone Insurance and Identity Theft Protection, call

**0845 300 3695**

Minicom:

**0870 6000856\***

\*(0870) Daytime calls cost up to 8p plus up to 6p per minute from BT lines Mon-Fri. Calls from other networks may vary. Calls may be recorded.

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# Identity Theft Insurance Terms & Conditions

## I. General Section

Please note that you enter into contracts with four entities:

- a) The first is with Affinon International Limited who administers the services on behalf of the NatWest plc with the involvement of subcontractors. The terms of your contract with Affinon International Limited are set out in the services agreement which incorporates the terms of this General Section. See Section II of these terms and conditions.
- b) The second is with AIG UK who underwrites the insured elements of the product. The terms of your contract with AIG UK are set out in Section III of these terms and conditions. Your contract with AIG UK is effective during this term.
- c) The third is with Trilegiant Corporation who provide the Card Patrol Service. The terms of your contract with Trilegiant are set out in Section IV of these terms and conditions.
- d) The fourth is with Equifax Plc who provide the credit report service. The terms of your contract with Equifax Plc are set out in the Equifax Service Agreement.

## Demands and Needs Statement

This product meets the insurance requirements, demands and needs of those who wish to ensure that their identity is protected for credit purposes. The product provides you with the means to review all the credit accounts open in your name and cover up to £5,000 for expenses incurred in defending your name and reinstating your credit status after fraudulent activity. NatWest plc are not making a recommendation based on your individual circumstances that the policy is suitable for your needs.

## Definitions of words used in your agreement

### Affinon International

Means Affinon International Limited: Registered in England; Company number 1008797 Registered address: Charter Court, 50 Windsor Road, Slough, Berkshire SL1 2EJ, United Kingdom. Affinon International Limited is authorised and regulated by the Financial Services Authority in respect of insurance mediation activities only. Our FSA registered number is 311584. Our authorisation can be confirmed by the FSA by calling 0845 606 1234 or at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register). Affinon International Ltd acts as an intermediary for arranging and advising on the insurance and provides the services to you under your agreement. VAT number 787444677.

### AIG UK

Means AIG (UK) Limited Insurance Company Limited, a part of the AIG group registered in England with company number 1486260, whose registered office is at The AIG Building, 58 Fenchurch Street, London EC3M 4AB. AIG (UK) Limited is a part of American International Group, Inc.

### business

Means any employment, trade, hobby, profession or occupation.

### CardPatrol service

The service provided by Trilegiant as described in section IV below.

### CardPatrol service agreement

Means the section of your agreement that you entered into in accordance with section IV below.

### credit report service

Means the service provided by Equifax as described in section V below.

### Equifax

Means Equifax Plc whose registered office is at Capital House, 25 Chapel Street, London NW1 5DS.

### Equifax service agreement

Means the section of your agreement that you entered into in accordance with section V below.

### excess

Means the first amount of each claim that you have to pay (see the section "The Limits" in Section III for further details).

### identity fraud

Means the use of your personal information by a third party for financial gain, obtained via an identity theft event.

### identity theft

Means theft of your personal identification, National Insurance number, or other method of identifying you which has or could reasonably result in the wrongful use of such information, including but not limited to, theft occurring on or arising out of your use of the internet. All financial loss resulting from the same, continuous, related or repeated acts shall be treated as arising out of a single identity theft event. Identity Theft shall not include the theft or wrongful use of your Business name or any other method of identifying any of your Business activities.

### identity theft event

Means one occurrence of identity theft or a series of related occurrences.

### information

Means any information delivered to you as part of or during the provision of the Services.

### occurrence

Means a loss or incident arising during the term.

### policy

Means the policy for the insurance elements of your agreement as described in the policy document.

### policy document

Means the section of your agreement setting out your contractual terms for the policy with AIG UK detailed in Section III.

### product

Means the policy, services, Card Patrol service and Equifax service.

### self-employed professional

Means a person who owns or operates his or her own business and whose primary income is earned from such business or trade.

### services

Means the following features provided to you by or on behalf of Affinon International as a package and cannot be provided separately:

1. Identity Fraud Resolution Service
2. Valuable Document Registration Service
3. CIFAS Protective Registration
4. Online Risk Assessment Tool
5. CardPatrol Service
6. Annual Credit Report
7. Identity Fraud Insurance

### services agreement

Means the section of your agreement setting out your contractual terms for the Services with Affinon International (see section II below).

### Trilegiant

Means Trilegiant Corporation whose registered office is at 100 Connecticut Avenue, Norwalk, CT06850.

### UK

Means the United Kingdom, including Northern Ireland, Channel Islands and Isle of Man.

**you, your**

Means the person who is named as the Advantage Gold account holder.

**your agreement**

Means these complete terms and conditions.

**Term**

Your Identity Theft protection commences on the day when you open your Advantage Gold account and will last as long as you hold an Advantage Gold account or until the benefit is withdrawn.

**Your Right to Cancel**

Identity Theft protection is a benefit of your Advantage Gold account. If you terminate your Advantage Gold account you will lose the benefit of Identity Theft protection. You may of course stop using any elements of the product at any time. Affinion International will only cancel your agreement if instructed to do so by your bank. In this instance NatWest plc will notify you that it has instructed Affinion International to do so. Your agreement will not be valid if:

- you submit a claim knowing it to be false, fraudulent or made with the intent to deceive or mislead;
- you are no longer entitled to the Product; or
- you live outside of the UK.

**Changes to Your Agreement**

Affinion International will notify you in writing regarding any changes to the terms and conditions of your agreement concerning the services and policy. Trilegiant will contact you directly to notify you of any changes to the Card Patrol service agreement and Equifax will contact you directly to notify you of any changes to the Equifax service agreement. Wherever possible, Affinion International will endeavour to notify you of such changes at least 30 days in advance of them taking effect. In particular, Affinion International may notify you of a change of issuers or underwriters of the policy during the term of your agreement and provided the terms of the policy remain substantially similar, you agree to such changes by accepting your agreement. In the event of such changes your attention is drawn to your right to stop using any elements of the product.

**Choice of Law**

Unless we agree otherwise:

- a) the language of your agreement and all communications relating to it will be English;
- b) all aspects of your agreement, including negotiation and performance, are subject to the law which applies to the part of the UK in which you live; and
- c) disputes arising in connection with your agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales unless you choose the jurisdiction of your domicile if you are domiciled in Scotland or Northern Ireland.

## II. Services Agreement

This Services Agreement is between you and Affinion International and incorporates the terms of the general section. The services provided by Affinion International and its Contractors or Agents are:

**Identity fraud resolution service**

If you become a victim of identity fraud, Affinion International will assign you a victim of fraud consultant to provide advice and assistance in dealing with your concerns. The identity fraud resolution service will be available by calling 0845 300 3695 Monday to Friday 8am-8pm and Saturday 9am-5pm, excluding UK Bank Holidays (national call rates apply and charges will vary dependent on the telephone network service provider or whether you are calling from a mobile). The identity fraud resolution service provided to you is limited to the description above and is provided whether or not an identity theft event has actually occurred. The identity fraud resolution service is not insurance and nothing in your agreement will oblige Affinion International to compensate you or assume any risk of or in relation to an identity theft event occurring. For the avoidance of doubt, Affinion International will not be able to become involved in any dispute, negotiations or investigations

with a lender or any other investigatory body if a lender disputes whether there has been an identity theft event.

**Valuable Document Registration**

You will be able to register the essential information detailed on your valuable documents, such as:

- Personal Information – current account details, credit cards, cash or debit cards, mobile phone account number, national insurance number, investment account details, professional body membership details, utility suppliers and account numbers.
- Insurance details – house and contents, Life, health, car, travel.
- Personal documents – passport, driving licence, share certificates, Premium Bonds.

To register your documents, call us on 0845 300 3695 (national call rates apply and charges will vary dependent on the telephone network service provider or whether you are calling from a mobile).

**CIFAS Protective Registration**

If you are at risk of identity fraud we will place a protective registration warning with CIFAS to help protect you. Upon placing the warning, Affinion International will send you a form requesting your signed confirmation to keep this service. Unless you return the signed form within 21 days of the date the warning was placed, the warning will automatically be removed.

**Online Risk Assessment Tool**

You will have access to bespoke online tools to determine your level of risk and likelihood of becoming a victim of identity theft. This is available at [www.natwest.com/gold](http://www.natwest.com/gold)

**How to Make a Complaint regarding the Services**

If you have a complaint about the Service elements of your agreement or the administration of your policy please contact Affinion International on 0845 300 3695 (national call rates apply and charges will vary dependent on the telephone network service provider or whether you are calling from a mobile) or write to:

Customer Services Manager,  
Sentinel House,  
Airspeed Road,  
Portsmouth,  
Hampshire  
PO3 5RF.

Affinion International will always respond to any written complaints within 2 working days and do their best to resolve the problem within 28 days. Affinion International will acknowledge and do their best to resolve all telephone complaints at the time of calling, otherwise within 3 weeks. If Affinion International cannot respond within these timescales they will let you know when an answer may be expected. If Affinion International has not sorted out the situation within 8 weeks Affinion International will provide you with information about the Financial Ombudsman Service.

**General Rights**

Any failure by Affinion International to exercise or enforce any right or provision of Your Agreement shall not constitute a waiver of such right or provision. If any provision of your agreement is found by a competent jurisdiction to be invalid, then the remaining provisions shall remain in full force and effect. Save in respect of clauses excluding or restricting our liability (in which case, those persons mentioned shall have rights to enforce such provision against you), a person who is not a party to your agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of your agreement.

**Security**

You may be required to validate any request you make to Affinion International by providing the security details you have registered with Affinion International. Failure to provide such security details or other suitable validation will result in Affinion International refusing to act upon such a request. If you have not registered security details with Affinion International you should contact Affinion International as soon as possible to ensure Affinion International is able to provide you with the Service to which you are entitled.

## Call Monitoring

You are advised that any telephone calls made to Affinon International may be recorded. These recordings may be used to monitor the accuracy of information exchanged between Affinon International customers and its own staff. They may also be used to allow additional training to be provided to both Affinon International staff, for quality control purposes and in the investigation of any complaints or queries regarding the services. The staff is aware that conversations are monitored and recorded.

## Changing Address

You should inform the NatWest plc of any change to your permanent address.

## Data Protection Act

The details you and/or a cardholder supply will be used by Affinon International to administer the services. Information may be disclosed to regulatory bodies and/or your bank or card issuer. These details will not be kept for longer than necessary. Your personal details may be transferred outside of the EU.

They will at all times be held securely and handled with the utmost care in accordance with all principles of the UK law. You are entitled to a copy of all the information held about you for which Affinon International may charge £10. To request a copy of all the information held about you, please write to:

Affinon International,  
PO Box 116,  
Portsmouth  
PO3 5YW.

## Liability

### Promises

Affinon International will use all reasonable skill and care in the supply of the Services to you. Please note however that the Information comes from a number of third party sources who may not always keep their information up-to-date. You agree that one of the purposes of the supply of Information is to alert you to inaccurate Information from third party databases. For that reason, any guarantee or warranty that any Information is complete, accurate, up-to-date or error-free, of a satisfactory quality or fit for any particular purpose is inappropriate to the nature of the Services, and Affinon International excludes all liability in this respect unless attributable to our breach or negligence. Except as expressly set out in Your Agreement, Affinon International excludes all other promises to the extent that Affinon International is legally allowed to exclude them.

### Limitation of Liability

This section (and any other clause excluding or restricting our liability) applies to Affinon International's directors, officers, employees, subcontractors, agents and affiliated companies as well as to Affinon International. Nothing in this Services Agreement in any way limits or excludes Affinon International's liability for negligence causing death or personal injury or for fraudulent misrepresentation\* or for anything which may not legally be excluded or limited (including your statutory rights details which can be obtained from your local Trading Standards Office or Citizens' Advice Bureau).

\*Fraudulent misrepresentation is the making of a statement of fact to another party, which the maker knows to be false, with the intention to deceive or mislead, and upon which the other party relies to his detriment.

Without prejudice to the rest of this services agreement, Affinon International's liability of any kind in respect of any Services or otherwise shall be limited to £50. In no event will Affinon International be liable for any:

1. economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings)
2. loss of goodwill or reputation
3. losses that you incur that were not reasonably foreseeable to you and Affinon when your agreement was entered into, or

4. damage to or loss of data to the extent that this was not in the contemplation of Affinon International and you at the commencement of the Term and is not attributable to Affinon International's negligence or breach of Your Agreement. Affinon International will not pay for losses arising from our inability to provide the Services in the event of war, terrorism, invasion, an act of foreign enemy, hostilities (whether war be declared or not), riot, strike, civil commotion, civil war, revolution, insurrection or military or usurped power or for any reason that is beyond our reasonable control.

## Your Eligibility

The product will only be offered to Advantage Gold customers who are UK residents and at least 18 years old.

## III. Policy Document

### This Policy is Between You and AIG UK

This policy document sets out the contract between you and AIG UK and incorporates the terms of the General Section. Any failure by you to comply with the terms of this policy document or otherwise of Your Agreement, will be considered a breach of your contract with AIG UK. AIG UK has relied on the information that you provided to it, Affinon International or NatWest plc and such information must be true and complete. You must notify Affinon International as soon as reasonably possible of any changes in circumstances which may affect your Policy. Various provisions in this Policy Document restrict or exclude cover. It is recommended that you read the entire Policy Document carefully to determine your rights and responsibilities and what is and is not covered by the insurance elements of Your Agreement. AIG UK has no duty to provide cover unless there has been full compliance with the terms and conditions set out in this Policy Document.

## Summary of Cover

### What is Covered

- Costs for solicitors' fees for signing statutory declarations or similar documents for financial institutions or similar credit grantors or credit agencies that have required that affidavits be notarised.
- Costs for registered mail to police, credit reference agencies, financial institutions or similar credit grantors.
- Lost wages as a result of time taken off from work to meet with, or talk to police, credit reference agencies and/or legal counsel or to complete statutory declarations. If you are a self-employed professional/s, actual lost wages includes remuneration for vacation days, discretionary days, floating holidays and paid personal days. Computation of lost wages for self-employed professional/s must be supported by and will be based on prior year tax returns. Coverage is limited to wages lost within 12 months after your discovery of an Identity Theft Event.
- Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- Reasonable legal fees incurred, subject to AIG UK Limited's prior consent, for:
  - defence of lawsuits brought against the insured person by merchants of their collection agencies;
  - the removal of any criminal or civil judgements wrongly entered against you; and
  - challenging the accuracy or completeness of any information in a consumer credit report.
- Charges incurred for travel, long distance telephone calls to retail merchants, police, financial institutions or similar credit grantors or credit reference agencies to report or discuss an actual Identity Theft.

## The Limits

Up to £5,000 for each occurrence, including £1,000 in respect of lost wages (£166.67 payable over a 6 week period). An Excess of £50 applies to each identity theft event.

### What is Not Covered

- Loss arising out of business activity of any insured person. Lost wages remuneration excludes business interruption or future earnings of a self-employed professional/s.
- Expenses occurred due to any fraudulent, dishonest or criminal act by an insured person or any person acting in concert with an insured person, or by any authorised representative of an insured person whether acting alone or in collusion with others.

### What to do if you discover you are a victim of an occurrence of identity theft

Firstly, contact Affinion International without delay on 0845 300 3695 Monday to Friday 8am-8pm and Saturday 9am-5pm, excluding UK Bank Holidays (national call rates apply and charges will vary dependent on the telephone network service provider or whether you are calling from a mobile).

Your consultant will help you with advice on what you need to do next, for example:

- File a police report within 24 hours of discovering the Identity Theft.
- Notify your bank(s), payment card company(ies) and all other accounts of the Identity Theft within 24 hours of discovering the Identity Theft.

### Making a claim under the Identity Theft Protection policy

- If you make a claim under the insurance cover, in dealing with the claim Affinion International will be acting on behalf of AIG UK.
- Fill out and return any claim forms including an authorisation to obtain records and other information, if applicable.
- If you make a claim for lost wages, we will ask you to submit proof from your employer that you took unpaid days off. You must also provide proof that it was necessary to take time away from work:
  - a. send copies of any demand, notices, summonses, complaints, or legal papers received in connection with a covered loss;
  - b. take all reasonable and prudent action to prevent further damage to your identity;
  - c. you must make a claim no later than 6 (six) months from expiration date of this Policy.

The above should be read carefully as it is necessary to comply with the conditions of this Policy.

### How do I Make a Complaint Regarding the Policy?

The Policy is administered for AIG UK by Affinion International. If you have a complaint about the Policy, please contact the Customer Relations Manager at:

AIG Europe (UK) Limited,  
2-8 Altjyre Road,  
Croydon CR9 2LG

Email: [uk.customer.relations@aig.com](mailto:uk.customer.relations@aig.com)

If any complaint is not resolved to your satisfaction, you may refer any dispute to the Financial Ombudsman Service

South Quay Plaza,  
183 Marsh Wall  
London E14 9SR.

## IV. CardPatrol Service Agreement

If you choose to take advantage of the CardPatrol service then please go to [www.natwest.com/adgold](http://www.natwest.com/adgold) to register. You will need to register separately for the CardPatrol service and sign up to the terms and conditions of the CardPatrol service. These terms and conditions will constitute your CardPatrol Service Agreement.

The CardPatrol service provided by Trilegiant is as follows:

CardPatrol will monitor the use of up to 10 of your registered credit and debit cards. In addition your personal information will be monitored 24 hours a day on the internet for any potential identity theft activity. Further details can be found at [www.natwest.com/adgold](http://www.natwest.com/adgold)

## V. Equifax Service Agreement

If you choose to take advantage of the credit report service then please go to [www.natwest.com/adgold](http://www.natwest.com/adgold) to register. You will need to register separately for the credit report service and sign up to the terms and conditions of the credit report service. These terms and conditions will constitute your Equifax service agreement.

The credit report service provided by Equifax is as follows:

Equifax will provide you with one (1) credit report including your credit score free of charge.

Further details can be found at [www.natwest.com/adgold](http://www.natwest.com/adgold)

## Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS), if we cannot meet our liabilities under this policy. The level of compensation provided by FSCS is 90% of the claim, without any upper limit. Further information is available from the FSCS on 020 7892 7300 or at [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

# Mobile Phone Insurance Policy – Advantage Gold

## Policy terms and conditions

### A) Registration Process

- 1) This policy covers one mobile phone per account or two mobile phones per joint-account.
- 2) You must register the mobile phone and/or SIM card to take advantage of this cover. You can do this by the following methods:
  - phone by calling 0845 300 3695;
  - online via [www.natwest.com/adgold](http://www.natwest.com/adgold); or
  - in branch
- 3) Your mobile phone will be covered 14 days after registration.
- 4) You will need to provide the following details:
  - Your name and address
  - Date of birth
  - Account number and sort code
  - Make, model and IMEI number of the mobile phone/s
  - The mobile phone number/s

### B) Policy definitions

**Abroad** – in a country other than England, Wales, Scotland or Northern Ireland

**Claim** – any claim you make on this policy

**Cover** – the benefits provided under this policy

**Homecare, the insurer** – Homecare Insurance Limited, Holgate Park, York YO26 4GA (registered number 2793290)

**Mobile phone** – mobile phone or personal digital assistant (PDA)

**Policy** – these terms and conditions and your schedule of cover, including any changes we make to either of these

**Reasonable precautions** – all measures that it would be reasonable to expect you to take to prevent loss, theft, damage or breakdown of your mobile phone

**Schedule of cover** – details of the insured person and the insured mobile phone that we send you from time to time

**Unattended** – left by you so that you are not in a position to prevent loss, theft, damage or breakdown of your mobile phone

**We, Us, Our** – Homecare Insurance Limited, Holgate Park, York YO26 4GA (registered number 2793290).

**You, Your** – the person whose name appears on the schedule of cover, plus any registered authorised users of the mobile phone registered with us.

### C) What is covered under your Mobile Phone Insurance

- This policy covers one mobile phone per account or two mobile phones per joint account
  - Handset covered to the value of £1,000
  - Accessories covered to the value of £200
  - Airtime abuse cover up to £1,500, £100 for Pre-Pay phones.
1. This policy provides insurance against loss, theft, damage (liquid, accidental and malicious) and breakdown of your mobile phone when it is being used by you or up to two other authorised users, up to a value of £1,000.
  2. The policy covers your mobile phone and other accessories such as chargers, cases, earphones, Bluetooth headsets and memory cards in the event that they are lost or stolen at the same time as your mobile phone. It does not cover the cost of any software loaded on to your mobile phone such as games, ring tones and other applications.
  3. The combined value of any replacement accessories we provide will not be more than £200 per claim.
  4. If your mobile phone is lost, stolen, damaged or breaks down we will at our discretion either replace it or arrange for it to be repaired. We will try to provide you with the same model as the one you have claimed for. If we cannot provide you with an exact replacement, then we will supply you with one that has similar features and

functionality to the one you have claimed for but the colour may not always be the same. Replacements may be new items but they may sometimes be refurbished stock. All replacement mobile phones that we provide (whether new or refurbished) and mobile phones repaired by us will come with a 12 month warranty. Repairs or replacements under this warranty will not affect your claims history.

5. If your accessories are lost or stolen at the same time as your mobile phone, we will, at our discretion, either
  - replace them; or
  - give you the value of the replacement cost of your accessories.If we replace your accessories, we will try to provide you with the same model as the one you have claimed for. If we cannot provide you with an exact replacement, then we will supply you with an accessory that has similar features and functionality to the one you have claimed for but the colour of the accessory may not always be the same.
6. You have to register with us the mobile phone you want to insure, providing us with all the information we require including IMEI number. Please make sure that you tell us about any new or replacement mobile phone as if you do not it will not be insured. We may request a proof of purchase.
7. You also have to register the details of the people you want to be authorised users. If their details are not registered with us, you will not be able to claim if your mobile phone is lost, stolen, damaged or breaks down whilst they are using it.
8. If your mobile phone is damaged or breaks down outside its manufacturer's warranty period, we will at our discretion either repair it or replace it. If so, we will decide whether to:
  - arrange for it to be repaired; or
  - pay for you to get it repaired by a repairer approved by us; or
  - replace it if we think it would be more cost-effective; or
  - give you vouchers for the replacement cost which you can then take to your airtime provider or another mobile phone retailer.
9. If you claim for damage or breakdown, you must send us the mobile phone you're claiming for so that we can inspect it. If we settle your claim, the damaged or faulty item will become our property. If you have claimed for loss or theft and your mobile phone is subsequently found, it will belong to us and you will have to send it to us.
10. If, after the loss or theft of your phone, someone uses it without your permission and you incur costs for airtime abuse, we will cover you up to a maximum of £1,500 for that airtime abuse (contract phones only). Cover applies only to the airtime charges incurred by a third party following loss or theft of your phone and commences 12 hours before you have notified the police, the airtime provider and us.
11. For Pre Pay mobile phones, we will provide cover for Pre-Pay credit up to £100 for any credit purchased within the 24 hours prior to the loss or theft.
12. Up to two successful claims per account holder in any 12 month period.

### D) Who is covered

This policy covers the named account holders on the bank account. In order for the insurance to take effect, the account holder must register the mobile phone details as covered under section A to be entitled to this insurance before an incident occurs. You must be over 18 and a UK resident.

### E) The excess

The excess is the amount that you must contribute toward the cost of repairing or replacing your lost, stolen, damaged or breakdown of your mobile phone.

The amount you have to pay depends how often you have claimed.

The excesses payable are:

- For your first claim in any one year, you have to pay £25
- If you claim again within 12 months, you have to pay £50

## F) What is not covered

- Any claim within the first 14 days of the day you register your mobile phone.
- Any mobile phone that is not registered with us at the time of the incident being claimed for.
- Any accessories with a combined replacement cost of more than £200.
- Any accessories which aren't lost or stolen at the same time as your mobile phone.
- iPods or other MP3 players.
- Any mechanical or electronic breakdown that takes place when your mobile phone is still under its manufacturer's warranty.
- Loss, theft, damage or breakdown if this happens whilst your mobile phone is being used by someone who is not an authorised user.
- Any mobile phone that does not contain a SIM card at the time of the incident claimed for.
- Theft where your mobile phone has been stolen from a car or other vehicle, unless this was out of sight, the vehicle's security systems were activated and there is evidence that the vehicle has been broken into.
- Damage, loss or theft where you haven't taken reasonable precautions to prevent this or indifferent to the risk of damage, loss or theft taking place. Some examples include wilfully or recklessly leaving your mobile phone unattended in a public place or leaving it on the bonnet, boot or roof of a vehicle.
- Loss or theft of your mobile phone from any property or premises unless there is evidence of forced entry.
- Damage caused by your careless use of your mobile phone. This includes (but is not restricted to) damage caused because you have not followed the manufacturer's instructions or because you have used the wrong voltage to charge up your mobile phone or because someone else (for example a retailer) has set up your mobile phone incorrectly.
- Damage or breakdown if we cannot verify the IMEI number of the mobile phone that you have returned to us for examination. This may include where the IMEI sticker has been removed.
- Damage caused by any electronic virus.
- Repair costs if these are not approved by us first.
- Costs of routine servicing, inspections, adjustments or cleaning.
- Normal wear and tear, including flaws, scratches or chips, depreciation and general deterioration.
- Consequential loss. This is where you incur an indirect cost or expense or suffer an indirect loss as a result of the loss, theft, damage to or breakdown of your mobile phone. This includes but is not limited to costs for subscription services you have signed up for, in which case you must contact the provider to suspend these.
- Claims made because your mobile phone has been confiscated or is being held by any government agency (for example the Police).
- Any claim that we think is false or dishonest or if we think you are otherwise failing to act in good faith.

## G) Length of policy

This policy provides cover that commences when you register your mobile phone with us and continues for the period you remain a holder of the Advantage Gold that entitles you to the policy unless your account provider tells us otherwise.

## H) Cancelling the policy

- You may cancel your policy at any time by calling us on the telephone number in your confirmation letter or email.
- Your policy will be cancelled if we receive notification that you no longer hold an Advantage Gold account that entitles you to this policy.

## I) General conditions

- Your mobile phone is only covered whilst it is being used by you or someone else you have given permission to.
- Your mobile phone will only be covered whilst it contains a SIM card.
- You cannot transfer this insurance to anyone else.

- You must keep us up to date with changes in your personal details such as address changes.
- You must tell us if your insured mobile phone changes. See section A (Registration process) for details.

## J) Claims: how to make a claim

If you need to make a claim, please call us on 0845 300 3695. We will tell you what to do, including what paperwork (if any) you will have to provide to support your claim.

If you are in the UK and you need to claim, you must report the incident in accordance with the following table:

|                                 | Incident                     |                              |                              |                                |
|---------------------------------|------------------------------|------------------------------|------------------------------|--------------------------------|
| Action Required                 | Loss                         | Theft                        | Malicious Damage             | Accidental Damage or Breakdown |
| Report to Airtime Provider      | Within 24 hours of discovery | Within 24 hours of discovery | N/A                          | N/A                            |
| Report to Police                | N/A                          | Within 24 hours of discovery | Within 24 hours of discovery | N/A                            |
| Crime Reference Number Required | N/A                          | ✓                            | ✓                            | N/A                            |
| Report to Homecare              | Within 48 hours of discovery | Within 48 hours of discovery | Within 48 hours of discovery | Within 48 hours of discovery   |

If you are abroad and you need to claim, you must report the incident in accordance with the following table:

|                                 | Incident                        |                                 |                                 |                                 |
|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Action Required                 | Loss                            | Theft                           | Malicious Damage                | Accidental Damage or Breakdown  |
| Report to Airtime Provider      | Within 48 hours of discovery    | Within 48 hours of discovery    | N/A                             | N/A                             |
| Report to Local Police          | Within 48 hours of discovery    | Within 48 hours of discovery    | Within 48 hours of discovery    | N/A                             |
| Crime Reference Number Required | ✓                               | ✓                               | ✓                               | N/A                             |
| Report to Homecare              | Within 48 hours of return to UK | Within 48 hours of return to UK | Within 48 hours of return to UK | Within 48 hours of return to UK |

Please note that if you're abroad, we won't replace your device until you return to the UK.

## K) Claims: general conditions

- You must do everything you can to reduce the risk of your mobile phone being lost, stolen or damaged.
- If you make a claim, we will ask for proof of purchase. You must be able to provide this. We may also ask for documentation or other proof to support your claim if we think we need this. If you do not provide any document or proof we ask for, we may decline your claim. What we will require may depend on the circumstances of your claim but an example would be a Police Crime Reference Number to support a claim for theft. If we ask you for documentary proof, you should provide this within 30 days of asking.

3. If you claim for malicious damage, this will only be considered if you can show that the damage was caused by another person who has obtained your mobile phone without your permission.
4. If your mobile phone is lost, stolen, damaged or breaks down abroad, we will not settle your claim until you have returned to the UK.

### L) Claims: how often I can claim

Each account holder can claim twice a year but please note that if you make a second claim, then the excess you will have to pay will go up. See section E for excess fees.

### M) Fraud

If you have any concerns in relation to fraud, please call Customer Services on 0845 300 3695 and ask to be transferred to the Fraud Investigation Unit. Alternatively, you can write to:

**Fraud Manager**  
**Homecare Insurance Limited**  
**Holgate Park**  
**York**  
**YO26 4GA.**

We will process your claim under the terms and conditions of this policy based upon the initial information provided to us for the claim. If your claim is not covered and you then submit a claim having changed the reason we consider this as fraud and may take action against you.

The contract between both parties is based upon the principle of utmost good faith. If you or anyone acting for you:

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect
- Make a statement in support of a claim knowing the statement to be false in any respect, or submit any document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any theft, loss or damage caused by your wilful act, or with the intent to defraud us; then:
  - We may not honour the claim
  - We may not honour any other claim which has been or will be made under any policy held by you
  - We may not make any return of payments made for cover and we may, at our option, cancel the policy
  - We may be entitled to recover from you the cost of any claim already paid under this policy (if necessary the cost may be recovered through the instigation of court proceedings)
  - We may be entitled to recover from you the cost of any investigation into a fraudulent claim under this policy (if necessary the cost may be recovered through the instigation of court proceedings); and
  - We may inform the Police, government or regulatory bodies of the circumstances.

Details of claims may be put on a Register of Claims through which insurers share information to prevent fraudulent claims. A list of participants and the name and address of the operator of the claims register are available on request.

### N) The law that applies to this policy

This contract is governed by and must be interpreted in accordance the laws of England, Wales and Northern Ireland unless you live in Scotland (in which case, Scottish law will apply) or unless you and we agree otherwise. You and we agree that policy terms will be issued in English.

### O) Other insurance

If you have other insurance that provides the same or substantially similar benefits, you must tell us this when you make a claim. We will not pay more than our share of any claim if this mobile phone is covered by other insurance.

### P) Setting aside or changing your terms and conditions

If we choose not to apply any term or condition of this policy, this will not prevent us from applying that term or condition or otherwise relying on it in the future.

We will give you 30 days' notice of any changes to your terms and conditions.

### Q) How to make a complaint

If you want to make a complaint, please phone us on 0845 300 3695 or write to:

**Complaints Manager**  
**Homecare Insurance Limited**  
**Holgate Park**  
**York**  
**YO26 4GA.**

We will try to respond to your complaint within 5 working days. If we can't, we will send you an acknowledgement letter to keep you informed of the progress we're making. If you're not happy with the response you receive, you can take this up with the Financial Ombudsman Service. We (but not you) are bound by any decision they reach. Their address is:

**Financial Ombudsman Service**  
**Insurance Division**  
**South Quay Plaza**  
**183 Marsh Wall**  
**London**  
**E14 9SR.**

You must contact the Ombudsman within six months of receiving our response to your complaint. The Ombudsman will not be able to help you unless you have first made your complaint to us.

### R) Your personal data: how we will use this

We will keep the information you give us so we can:

- Confirm your identity;
- Manage your policy; and
- Process any claim you make.

The information you provide to us will be shared with the bank that provides the account that entitles you to this insurance policy.

Homecare may pass your personal information to our approved suppliers so that we can send correspondence to you.

If your mobile phone is lost or stolen, we will give relevant details to your network provider so that your mobile phone cannot be used. We will arrange repairs to or authorise the replacement of a damaged mobile phone or authorise the replacement of a stolen mobile phone. When processing claims, we may contact the Police to make sure that your crime reference number is genuine.

We will record your information on relevant databases and registers for the purposes of crime prevention and detection. If you make a claim, we may record your information on relevant insurance industry databases and registers for future claims administration and further fraud prevention and detection purposes, and may share your information with other insurers and fraud prevention agencies to prevent fraudulent claims.

You have the right to see all the information we hold about you.

If you would like to see this information, please write to:

**The Compliance Manager**  
**Homecare Insurance Limited**  
**Holgate Park**  
**York**  
**YO26 4GA.**

Please note that there will be a separate administration fee for this service. By taking out this policy, you agree that for us to manage this contract we may transfer your information outside the European Economic Area (EEA).

### S) Recording Calls

We will record calls you make to us. We do this so we can:

- Keep a record of the instructions you give us
- Monitor our performance
- Improve our staff training
- Comply with relevant laws and regulations

### T) Special Requirements

We are committed to meeting the needs of all our policyholders, including those with special needs. Letters and other documents are all available on

request in Braille or large text or on audio tape. Hearing and speech-impaired policy holders who wish to speak to us and have a textphone available can do so by using the RNID's Typetalk Relay service. This is available 24 hours a day, seven days a week and allows our customers who find this convenient to contact us via a Typetalk Operator who will relay instructions and other requests verbally to our call centre staff. Please note that to use Typetalk Relay, you must have or be able to get access to a textphone. If so, just dial 18001 and then dial CPP's number; once the call is connected, a Typetalk Operator will join the call to relay your message. Our CPP's responses will then appear as text on your textphone. For Typetalk, please call 18001 0844 848 4273. For all other services, including requests for Braille, large print or audio versions of any of our documents, please call 0844 848 4273. In all cases, we'll be happy to help.

#### **U) Homecare Insurance: our regulatory status**

This policy is provided by Homecare Insurance Limited (registered in England number 2793290). Our registered office is at Holgate Park, York YO26 4GA.

We are authorised and regulated by the Financial Services Authority (FSA). Our Firm Reference Number is 202880. If you want to look up our details, you can do this by calling the FSA on 0845 606 1234 or via the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register). We are a member of the CPP group of companies.

#### **V) Consumer Protection**

Homecare is a member of the Financial Services Compensation Scheme. This protects you in the event that Homecare is unable to pay claims made against it; if so, you may be entitled to compensation if we cannot meet our obligations. Insurance arranging is covered under the scheme for 90% of the claim, without any upper limit.

# Accidental Death Insurance

**IMPORTANT NOTE:** This is our standard policy document upon which we intend to rely. For your own benefit and protection you should read these terms carefully. If you do not understand any point please ask for further information. Please keep this policy in a safe place, preferably with your will if you have one. Advise your estate representative and beneficiaries of its location.

## POLICY OF INSURANCE

Policy No: UKBOPC40689

### Insurance Agreement

The Insured Person and ACE\* agree that ACE will, subject to the terms, Conditions, Provisions and Exclusions of this Policy, provide the Insurance in the manner and to the extent provided in this Policy.

\*ACE shall mean ACE European Group Limited whose main business is General Insurance.

Registered in England Number 1112892, Head Office 100 Leadenhall Street, London EC3A 3BP. Authorised and regulated by the Financial Services Authority (FSA), registration number FRN202803. Full details can be found on the FSA's Register by visiting <http://www.fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234.

### Accidental Death Insurance

The cover provided by this Policy begins as soon as the Account holder's application for the Qualifying Account has been accepted by NatWest Bank. Cover continues automatically as long as:

- i) the Account holder maintains the Qualifying Account; and
- ii) the insurance continues to be placed with ACE by NatWest Bank.

As this insurance may continue for more than a year the Qualifying Account holder should review it periodically to ensure that cover remains adequate. If, whilst the Policy is in force, an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person ACE will pay the Benefit Amount shown in the Schedule of Benefits for death.

The total Benefit Amount payable shall not exceed the maximum amount shown in the Schedule of Benefits for each Insured Person in respect of any one Accident. Benefit shall not be payable under more than one Section. In respect of Insured Persons aged 70 years and over at the time of sustaining Bodily Injury the Benefit Amount payable under Section 2 Schedule of Benefits shall be reduced by 50%.

If an Insured Person holds two or more Qualifying Accounts at the time of sustaining Bodily Injury the total Benefit Amount payable shall be limited to 200% of the maximum Benefit Amount shown in the Schedule of Benefits or the aggregate of the Benefit Amounts applicable to each Section whichever is less.

In respect of a Qualifying Account that is a joint account the Benefit Amount payable in respect of any one Insured Person shall be proportionately reduced by the number of names which appear on the NatWest's records as holders of the joint account.

Any contributory degenerative condition or disability known by the Insured Person to be in existence at the time of sustaining Bodily Injury will be taken into account by ACE in assessing whether the Benefit Amount is payable.

### Schedule of Benefits

#### Section 1

##### Effective Time

Whilst an Insured Person is mounting into, dismounting from or travelling in:

- a. any Licensed Public Transport or
- b. any car hired for a period not exceeding 30 days, during the course of a Journey (including walking between different forms of transport where a connection is being made).

##### Benefit Descriptions

##### Benefit Amount

##### Advantage Gold

Death £200,000

#### Section 2

##### Effective Time

24 hours a day anywhere in the world

##### Benefit Description

##### Benefit Amount

##### Advantage Gold

Death £15,000

### Disappearance

If an Insured Person disappears and after a suitable period of time it is reasonable for the Police or registration authorities to believe that such Insured Person has died as a result of Bodily Injury, the death benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such death benefit shall be refunded to ACE.

### Exposure

If an Insured Person suffers Bodily Injury as a result of unavoidable exposure to the elements ACE will consider it as having been caused by an Accident.

### Urgent expenses following death

If an Insured Person suffers Bodily Injury and an interim death certificate is issued, ACE will on request make an advance payment of £1,000 to the Insured Person's personal representatives to cater for expenses which need urgent/immediate payment whilst the administration of the Insured Person's estate is being arranged. This advance payment for expenses will be deducted from the payment of the Benefit Amount for death.

### ACE Assistance

**☎ To access ACE Assistance call: 020 7173 7798**

The Insured Person, the Insured Person's partner and the Insured Persons legal personal representatives may call ACE Assistance then select option 2 for a number of counselling, advice and information services providing emotional support and practical advice including, but not limited to, the following:

#### 1. Counselling ☎

- a) Identifying and managing stress and stressful situations.
- b) Crisis counselling.
- c) Debt counselling.
- d) Addiction counselling.
- e) Advice on the practical and emotional aspects of living with a long-term injury or disablement.
- f) Following death, support and help for the bereaved family and colleagues to cope with the trauma of their loss.
- g) Support in dealing with the psychological impact of not being able to continue in employment due to injury and advice about finding more suitable employment.
- h) Providing information and details of organisations which provide face-to-face counselling.

## 2. Legal Advice ☒

- Advice where injury has been caused by the negligence of a third party.
- Advice on employment issues including redundancy, bullying, harassment, unfair discrimination and retirement.

## 3. Personal Tax advice ☒

General advice on tax issues of a personal nature (but excluding financial planning advice relating to ways of avoiding or reducing personal tax liability).

## 4. Medical Advice ☒

- General medical advice which can be given over the telephone.
- How to access details of the length of hospital waiting lists.
- Providing details of additional sources of information and societies who specialise in dealing with particular disabilities.
- Information on facilities available through Social Services.
- Advice on how to obtain a second opinion.

## 5. Bereavement Advice ☒

- Information on locating wills, obtaining Grant of Probate or Letters of Administration or the need to consult a solicitor.
- Advice on how to register death, the duties of the Coroner and information on the documents required by the Registrar.
- Referral to a funeral director and advice on the practical details.

## 6. State Benefit Advice ☒

- Information on entitlements to State Benefits.
- Advice on the financial implications of long term absence from work due to injury.

## Definitions

**Accident** shall mean a sudden violent, external, unforeseen and identifiable event and the word Accidental shall be construed accordingly.

**Benefit Amount** shall mean the maximum amount ACE can pay as shown in the Schedule of Benefits.

**Bodily Injury** shall mean injury which is caused solely by Accidental means and which independently of illness or any other cause within twenty-four calendar months from the date of the Accident results directly in the Insured Person's death.

**Claim** shall mean a single loss or series of losses Due To one cause insured by this Policy.

**Due To** shall mean directly or indirectly caused by, arising from or in connection with.

**Hazardous Pursuits** shall mean racing (other than on foot or whilst swimming); motor rallies and competitions; mountaineering or rock climbing requiring the use of ropes or guides; aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft.

**Insured Person** shall mean any Advantage Qualifying Account Holder.

**Journey** shall mean any trip described under Schedule of Benefits Section 1 Effective Time undertaken by an Insured Person, which commences whilst the Policy is in force. Cover will commence from the time of departure from home or place of business, until return thereto, subject to a maximum duration of 90 consecutive days for any one trip.

**Licensed Public Transport** shall mean an air, land or water vehicle operated under licence for the transportation of fare paying passengers.

**Qualifying Account** shall mean a NatWest Advantage Gold account.

**Qualifying Account holder** shall mean a person who has a Qualifying Account provided by NatWest.

**Qualified Medical Practitioner** shall mean a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice.

**War** shall mean armed conflict between nations, invasion, act of foreign enemy, civil war, military, or usurped power.

## Exclusions

The following Exclusions are applicable to this Policy.

ACE shall not be liable for payment of any benefit for Bodily Injury Due To:

- suicide, attempted suicide or deliberate self-inflicted injury by the Insured Person regardless of the state of their mental health.

- an Insured Person's own illegal act.
- the Insured Person being under the influence of intoxicating liquor or drugs other than drugs taken in accordance with treatment prescribed and directed by a Qualified Medical Practitioner but not for the treatment of drug addiction.
- sickness or disease not directly resulting from Bodily Injury.
- Human Immunodeficiency Virus (HIV) or other forms of the virus, Acquired Immune Deficiency Syndrome (AIDS) and AIDS-Related Complex (ARC) other than if contracted as a result of a blood transfusion given by a Qualified Medical Practitioner;
- the Insured Person engaging in Hazardous Pursuits
- War or any act of War, whether declared or not.
- the Insured Person being on active service in the armed forces of any nation or international authority.
- the Insured Person's willful exposure to exceptional danger (unless in an attempt to save human life).

## Conditions

Conditions to which this Policy is subject;

- This Policy shall be read as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.
- If, for any reason, the Qualifying Account holder wishes to cancel this Policy at any time they may contact ACE and cover for such Insured Person shall cease from the day ACE receives such notice.
  - ACE may cancel the insurance in respect of any individual Insured Person by sending 30 days notice to their last known address.
- No sum payable under this Policy shall carry interest unless payment has been unreasonably delayed by ACE following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by ACE, it will be calculated only from the date of final receipt of such certificates, information or evidence.
- Where an Insured Person or their personal representatives do not comply with any obligation to act in a certain way specified in this Policy ACE reserves the right not to pay a claim.
- It is hereby agreed between ACE and the Insured Person that:
  - this policy shall be governed and construed in accordance with the law of England and Wales, all disputes shall be handled by a court within the United Kingdom.
  - Communication of and in connection with this Policy shall be in the English language.
- It is the insured's responsibility to provide complete and accurate information to NatWest and ACE when applying for the Qualifying Account and throughout the life of this policy. It is important that the Insured Person ensures all statements made in the application, over the telephone, on claim forms and other documents are full, true and correct. Please note that if they are not this could invalidate the insurance cover and could mean that part or all of a claim may not be paid.
- The Insured Person and ACE agree that it is not intended for any third party to this contract to have the right to enforce the terms of this contract. The Insured Person and ACE can rescind or vary the terms of this contract without the consent of any third party to this contract who might seek to assert that they have rights under Contracts (Right of Third parties) Act 1999.

## Claim Provisions

- On the happening of any occurrence likely to give rise to a Claim under this Policy notice shall be given to ACE European Group Ltd, A&H Claims Department, 200 Broomielaw, Glasgow G1 4RU. Telephone: 0845 841 0059 (UK only), International: +44 (0)141 285 2999, Facsimile: 01293 597373, email: claims@ocegroup.com, within 60 days or as soon as possible after the date of the occurrence.
- If any Claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by an Insured Person or any Insured Person's legal representatives to obtain benefit under this Policy ACE shall be under no liability in respect of such Claim.

3. ACE will pay the Benefit Amount for accidental death to the estate of the deceased Insured Person and the receipt given to ACE by the Personal Representatives shall be a full discharge of liability by ACE in respect of the Claim for such Benefit Amount.

### **Complaints Procedures**

ACE is dedicated to providing a high quality service and wants to maintain this at all times. If it is felt that a first class service has not been offered or a complaint must be made regarding this insurance ACE should be contacted at the following address:

The Customer Service Manager, ACE European Group Ltd, Accident & Health, 200 Broomielaw, Glasgow G1 4RU. Telephone: 0845 841 0056 (UK only), International: +44 (0) 141 285 2999, Facsimile: 01293 597376, email: A&Hcustserv.complaints@acegroup.com quoting Policy details.

The Financial Ombudsman Service may be approached for assistance if the Policyholder or Insured Person is dissatisfied with ACE's final response.

Its contact details are: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR Telephone: 0845 0801 800, Facsimile: 020 7964 1001

email: enquiries@financial-ombudsman.org.uk

Web Site: www.financial-ombudsman.org.uk

The existence of these complaint procedures does not reduce your Statutory Rights relating to this Policy. For further information about your Statutory Rights contact the Office of Fair Trading or Citizens Advice Bureau.

### **Financial Services Compensation Scheme**

In the unlikely event that ACE is unable to meet its liabilities, the Policyholder may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). The FSCS will meet a maximum of 90% of the claim without any upper limit. Further information can be obtained from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN. Telephone: 020 7892 7300. Fax: 020 7892 7301. Website: www.fscs.org.uk

### **Data Protection/Privacy**

1. ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to it.
2. ACE is part of the ACE Group of companies. It and the group companies will use information given together with other information for the administration of this Policy, the handling of claims and the provision of customer services. The information may also be disclosed to ACE's service providers and agents for these purposes. It may be disclosed to the Insured Person's agents, where appointed. It may also be used for the purposes of fraud prevention including passing details to other insurers and regulatory bodies.
3. Where the Insured Person has provided information about another person in connection with the purchase and performance of this insurance Policy, ACE will assume they have appointed the Insured Person to act for them, that they have consented to the processing of their personal data, including sensitive personal data and they have consented to the transfer of their information abroad.
4. ACE (or reputable organisations selected by them) may monitor and/or record communication to ACE, to ensure consistent servicing levels and account operation.
5. ACE will keep information about the Insured Person only for so long as it is appropriate. The Insured Person has a right to request a copy of the information (for which ACE may charge a small fee) and to correct any inaccuracies. To make sure instructions are followed correctly and to improve ACE's service through staff training, telephone calls may be recorded.

# Purchase Protection Policy

## Insurer Royal & Sun Alliance Insurance plc

### The insurance contract

This policy is a legal contract between **you** and **us**.

**You** must comply with all the conditions set out in this policy. If **you** do not, **we** may turn down a claim or **you** may find that **you** do not have any cover.

#### Choice of law

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

**NatWest Advantage Gold** Purchase Protection is underwritten by Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.

Authorised and regulated by the Financial Services Authority.

### Words with special meanings

All defined terms will be shown in bold. Each word is listed with the meaning explained below it and is printed in bold type whenever it appears in the policy.

#### You/Your:

The Principal Cardholder and authorised Additional Cardholder as specified in the **NatWest Advantage Gold** Card Agreement.

#### Our/Us/We:

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.

### Cover

**We** will insure items **you** purchase in full with **your NatWest Advantage Gold** Credit Card against accidental damage, loss or theft anywhere in the world for up to 100 days from the date of purchase.

(For items purchased in full with **your NatWest Advantage Gold** Debit Card, cover is available for 45 days from the date of purchase).

Cover is only available to residents of the United Kingdom, Channel Islands and Isle of Man.

### Limit of cover

For Credit card purchases:

£15,000 in any 12 consecutive month period in respect of any one account, £3,500 for any one item.

For Debit card purchases:

£10,000 in any 12 consecutive month period in respect of any one account, £1,000 for any one item.

#### What is not covered:

- Any amount covered under any other insurance policy, guarantee or other agreement.
- Any amount not covered under any other insurance policy, guarantee or agreement due to the application of an excess, unless the excess is greater than £100.

- The first £50 of any claim.
- Travellers cheques, cash or financial documents of any kind, tickets of any kind, buildings, food, beverages, fuel, animals, living plants or perishable goods.
- Motor vehicles, mechanically propelled or assisted vehicles, caravans, trailers, aircraft, gliders and hang gliders, hovercraft, sailboards, surfboards, jetskis or boats and other mechanically propelled or assisted watercraft, or parts or accessories for any of them.
- Trade or business purchases.
- Household improvements of a structural nature.
- Sports equipment whilst in use.
- The following items will not be covered for loss, theft or damage in transit unless they are carried in hand or are under the personal supervision of the insured: computer equipment, jewellery, audio, photographic or video equipment, furs, precious stones, watches, gold, silver or other precious metal articles, medal, coin or stamp collections.
- Theft from motor vehicles unless at the time of the loss:
  - someone aged 16 or over was in the motor vehicle; or
  - the motor vehicle was securely locked; and
  - force and violence were used to get into the motor vehicle; and
  - the items stolen were in a locked luggage boot, luggage or glove compartment.
- The most **we** will pay for theft from an unattended motor vehicle is £1,000.
- Items purchased for or gifted to and in the possession of any person other than a member of **your** household.
- Any purchases delivered to **you** by courier or posted to **you** until the goods are received, checked for damage by **you**, and accepted at **your** address.
- Wear and tear, damage by moths, vermin, or atmospheric conditions.
- Inherent product defects, electrical and mechanical failure, or failure to operate any item in accordance with the manufacturers instructions.
- Detention or confiscation by customs or other official bodies.
- Any goods that have had attempted repair or cleaning since purchase.
- Any loss or damage caused by any sort of war, invasion or revolution.
- Any loss or damage resulting directly or indirectly from radiation and radioactive contamination, or any related event.
- Any claim or expense of any kind resulting directly or indirectly from pollution or contamination which:
  - Was the result of an intentional act; or
  - Was expected or should have been expected; or
  - Was not sudden; or
  - Was not during any period of insurance.
- Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from, or in connection with, any act of terrorism.

(For the purposes of this exclusion "terrorism" means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of, or in connection, with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government(s) or put any section of the public in fear.)

### General conditions

If **you** do not observe the terms and conditions of this policy **we** shall not be liable for any claim made by **you**.

**You** must be a **NatWest Advantage Gold** Credit or Debit card holder at the time **you** make a claim.

**You** cannot make a claim if **your** rights under the **NatWest Advantage Gold** Card Agreement have been terminated or **your NatWest Advantage Gold** Credit or Debit Card has been withdrawn or suspended.

**You** must provide us, at **your** own expense, with all the information and assistance **we** reasonably require about any claim and **you** must help **us** take legal action against anyone if **we** ask **you** to. **You** must take all reasonable steps to prevent loss or damage to any item covered by this insurance.

## Guidance when making a claim

### Claim Notification

It is important that **you** comply with all policy conditions and **you** should familiarise yourself with any requirements.

Directions for claim notification are included under the following sections. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible.

Claims conditions require **you** to provide **us** with any reasonable assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address and **your** home and mobile telephone numbers
- Personal details necessary to confirm **your** identity
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable.

This information will enable **us** to make an initial evaluation on policy liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, proof of card usage, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair.

Sometimes **we** may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

### How to claim

In the event of a claim **you** should telephone the **NatWest Advantage Gold** Purchase Protection Unit on 0845 074 0074.

If an item is lost, damaged or stolen **you** must ask for a claim form and return it to the Unit within 60 days of the incident.

### Claims Conditions

Claims for loss or damage in transit must be reported to the carrier or the tour operator and a written report obtained.

Any loss, theft or damage caused by malicious persons must be reported to the police authorities within 24 hours of discovery and a written report obtained from them.

### Any claim will be settled on the following basis:

If any item has been damaged and it can be repaired economically **we** will pay the cost of repair. Otherwise where the damaged or lost item can be replaced with an item of similar quality, **we** will arrange or authorise replacement with a new item or **we** will pay the replacement cost of a new item.

**We** will not pay for the cost of replacing or changing undamaged items or parts of items which belong to a set, suite or which have a common design or use, when the loss or damage relates to a specific part or clearly defined area.

### Fraud

**We** believe our policyholders are honest, the contract between **us** is based on mutual trust. If dishonest means are used by **you** or anyone acting on **your** behalf to:

- obtain a claims payment under **your** policy
- fraudulently exaggerate a claim under **your** policy
- obtain cover for which **you** do not qualify

all benefits under **your** policy will be lost.

### Data Protection Notice

Please read the following carefully as it contains important information relating to the details that **you** have given **us**. **You** should show this notice to any other party related to this insurance.

**We** are required to send **you** this information to comply with current Data Protection legislation. It explains how **we** may use **your** details and tells **you** about the systems **we** have in place that allow **us** to detect and prevent fraudulent applications and claims. The savings that **we** make help **us** to keep premiums and products competitive.

### Data Protection Act 1998

All personal information supplied by **you** will be treated in confidence by the RSA Group of companies and will not be disclosed to any third parties except where **your** consent has been received or where permitted by law. In order to provide **you** with products and services this information will be held in the data systems of the RSA Group of companies or our agents or subcontractors.

The RSA Group of companies may pass **your** personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect **your** personal information, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which **you** provided it. Details of the companies and countries involved can be provided to **you** on request.

### Fraud Prevention, Detection & Claims History

- If false or inaccurate information is provided and fraud is identified, details will 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 details on applications for credit and credit related or other facilities
  - Managing credit and credit related accounts or facilities
  - Recovering debt
  - Checking details on proposals and claims for all types of insurance
  - Checking details of job applicants and employees
- Please contact the Data Protection Liaison Officer at the address below if **you** want to receive details of the relevant fraud prevention agencies.
- **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

### Sharing Information

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help **us** to check information provided and also to prevent fraudulent claims. When **we** deal with **your** request for insurance, **we** may search the register. When **you** tell **us** about an incident (such as fire, water damage or theft) which may or may not give rise to a claim, **we** will pass information relating to it to the register.

### How to contact the Data Protection Liaison Officer

On payment of a small fee **you** are entitled to receive a copy of the information **we** hold about **you**. If **you** have any questions, or **you** would like to find out more about this notice **you** can write to Data Protection Liaison Officer  
Customer Relations Office  
RSA  
Bowling Mill  
Dean Clough Industrial Park  
Halifax  
HX3 5WA.

### Complaints Procedure

#### Our commitment to customer service

At RSA, **we** are committed to going the extra mile for **our** customers and wherever possible, exceeding their expectations.

If **you** believe that **we** have not delivered the service **you** expected or **you** are concerned about any aspect of the service **we** have provided, then please let **us** know, preferably through **your** usual sales and service contact point.

If **you** are unsure how to contact **your** sales and service point please contact **our** Customer Relations Team. Details of which follow.

**We** promise to:

- Fully investigate **your** complaint
- Keep **you** informed of progress
- Do everything possible to resolve **your** complaint
- Learn from **our** mistakes
- Use the information from **your** complaint to proactively improve **our** service in the future.

**We** aim to resolve **your** concerns within 24 hours of being advised of the claim. Experience tells **us** that most difficulties can be sorted within this time.

In the unlikely event that **your** concerns have not been resolved within this time, **we** will issue a letter acknowledging **your** complaint, letting **you** know the reasons why and **we** will continue to keep **you** well informed of the further actions **we** will be taking to reach a suitable conclusion.

If **you** continue to be unhappy with **our** proposed course of action, **you** can progress **your** complaint with **our** Customer Relations Team who will conduct a separate investigation and full review, that will be concluded by **us** issuing a final response letter.

## How to contact us

Customer Relations can be contacted by:

Telephone: 0800 107 6160

Write: Customer Relations Office  
RSA  
Bowling Mill  
Dean Clough Industrial Park  
Halifax  
HX3 5WA

Fax: 01422 325146

Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

### If you are still not happy

If **you** are still not satisfied after the review, or **you** have not received a written offer of resolution within 8 weeks of the date **we** received **your** complaint, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and **you** can refer **your** complaint to them.

They can be contacted at:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Telephone: 0845 080 1800

Email: [complaints.info@financial-ombudsman.org.uk](mailto:complaints.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**You** must approach the Financial Ombudsman Service within 6 months of **our** final response to **your** complaint. **We** will remind **you** of the time limits in **our** final response.

**Your** rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

### Thank you for your feedback

**We** value **your** feedback and at the heart of **our** brand **we** remain dedicated to treating **our** customers as individuals and giving them the best possible service at all times. If **we** have fallen short of this promise, **we** apologise and aim to do everything possible to put things right.

For **your** protection calls may be recorded and monitored.

# Extended Warranty

## Terms and Conditions

This is our standard policy document upon which we intend to rely. For your own benefit and protection you should read these terms carefully. If you do not understand any point please ask for further information.

### Significant features and benefits explained

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

#### Accidental Damage

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

#### Breakdown

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

#### Food Spoilage (for freezing equipment only)

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

- Food spoilt in the freezing compartment (up to the value of £300 for any one claim); or
- Hiring temporary freezer space (up to the cost of £50 per claim) to prevent the food from spoiling. The most we will pay in any one period of insurance is £500.

#### Duration of the Insurance Contract:

The 1 year breakdown cover commences at the end of a manufacturer's 1 or 2 year guarantee and continues for a 1 year period. The accidental damage and food spoilage cover commences on the date an appliance is registered, continuing during the period of a manufacturer's 1 or 2 year guarantee and then for a further 1 year period.

## Other Terms and Conditions

### Terms of replacement

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

- a) we cannot repair it; or
  - b) we cannot obtain the spare parts to repair it; or
  - c) we can replace it for less than the cost of the repair.
- We will only replace your equipment if we have agreed to do so before a repair is carried out. When we have replaced your equipment, your plan will end immediately and there will be no refund of the fee you have paid. When we have replaced your equipment you may dispose of the original equipment if it is in your possession.
  - If we do not repair your equipment we will replace it with equipment of the same or similar make and specification. You must pay us for our supplier's delivery and/or installation charges and any outstanding fee installments.
  - If we cannot reasonably arrange a replacement we will pay you a contribution towards the cost of the new equipment, usually this will be vouchers redeemable from a retailer chosen by us. We will calculate this contribution using the age of your equipment and the current retail price.
  - We will not be responsible for any costs that you may incur to dispose of your original equipment.

### What is not provided by your plan

- a) Costs provided by any manufacturers, suppliers or repairer's guarantee or warranty.

- b. The equipment being recalled by the manufacturer.
- c. The cost of modifying the equipment.
- d. Claims arising from your failure to follow the manufacturer's instructions.
- e. Claims arising from using your equipment in a non-domestic or commercial environment unless we agree to the use in writing beforehand.
- f. Theft, attempted theft, malicious damage or damage caused by fire or explosion.
- g. Claims arising from floods, lightning, storms, frost or other bad weather conditions.
- h. Claims arising from any problem with the supply of electricity, gas or water (unless your claim is for food spoilage).
- i. Costs if no fault is found with your equipment.
- j. Routine maintenance, cleaning and servicing.
- k. Labour charges for work outside our repairer's normal working hours which are Monday-Friday 9am to 5pm.
- l. Repairs carried out outside the United Kingdom, unless we agree otherwise in writing.
- m. Costs arising from not being able to use your equipment or from damage caused when the equipment breaks down, including any costs to remove or reinstate built-in or fitted equipment.
- n. Cosmetic damage such as damage to paintwork or dents or scratches to the equipment.
- o. The cost of replacing any item or accessory that is intended to be replaceable. These include: fuses, batteries, light bulbs, fluorescent tubes and related starters, filters, attachments, cables, plugs, light covers or rain covers.
- p. Costs due to rust, corrosion or water damage.
- q. Any cost arising from the change from analogue to digital broadcasting including the termination of analogue transmission of any type.
- r. Delivery and installation charges if a replacement takes place as detailed in 'Terms of replacement'.
- s. Damage or failure of the equipment due to: a software virus; the configuration of user settings; or the process of backing up or recovery of data; Loss, corruption or damage to data or operating system.

Protection is also not provided for the following:

#### Cooking equipment

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

#### Vacuum cleaners and floor polishers

- Bags, brushes or belts

#### Shower equipment

- Scule damage

#### Audio visual equipment

- Tuning
- Styli or cartridges

#### Satellite equipment

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

#### Computer equipment

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

#### In-car equipment

- Removing or re-installing the equipment

## LCD and Plasma televisions

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

## Lawnmowers

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

## Gas/electric fires

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

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

## How to arrange a repair

Please call 0870 608 0890 to arrange a repair.

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

If your claim is for Food Spoilage we may request that you keep the spoilt food for up to two working days to allow us or our agents to verify your claim.

## How to Complain:

If you wish to complain, then:

- Call the Customer Service Department on 0870 608 0890.
- Write to the Customer Care Manager at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP.
- E-mail us by clicking on 'contact us' on our website ([www.domgen.com](http://www.domgen.com)).

We hope that you will be satisfied with our response to your complaint. If you are not satisfied you can ask the Financial Ombudsman Service to review your case. They can be contacted at: South Quay Plaza, 183 Marsh Wall, London E14 9SR. Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

## Contacting us:

We want you to contact us so that we know what you think of us and the services we provide. If you wish to contact us, then please call the Customer Service Department on 0870 608 0890 or write to the Customer Care Manager at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP. We may monitor or record our communications with you to improve the quality of the service we provide.

## Your right to change your mind/cancellations

You may cancel the plan at any time. You will not receive a refund as no money has been paid by you to us.

To cancel your plan, you can call us on 0870 608 0890 (call charges apply, please contact your telephone provider for further details) or click on 'contact us' at [www.domgen.com](http://www.domgen.com) or write to Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP.

Your plan will end automatically if we have provided you with a replacement appliance or monetary settlement. No refunds will be due.

## Renewing your plan

At the end of your period of protection, we will write to you about renewing. You will receive a renewal notice advising you of the renewal amount to pay. You will need to return this with payment for protection to continue.

## Fraud

The plan will not be valid if a) any information you give us is false, exaggerated, or misleading; or b) any relevant information is omitted.

## Governing law and your statutory rights

We will communicate in English and English Law will apply unless we have agreed otherwise with you. Nothing in these conditions will reduce your statutory rights relating to the quality of any purchase or the way it was described; for further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

## Rights of third parties

This plan is for the benefit of you and anyone else we have agreed with you. No benefits will be given to anyone else.

## Other plans or insurance

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

## OTHER IMPORTANT PRE-CONTRACT INFORMATION

### Registering your appliance for cover

You can register up to six appliances per calendar year. To qualify for your Free Cover each and every appliance must be registered with the *Extended Warranty Helpline on 0870 608 0890 within 90 days of purchase*. Most common household items with a purchase price of between £75 and £2,000 can be registered. This includes laptops, LCD & plasma televisions. However iPods, iTunes and iPhones cannot be registered. You can check before purchasing the appliance by calling the Extended Warranty Helpline.

### The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme so, if we cannot meet our obligations under this plan to policyholders, compensation may be available to cover these obligations. The compensation provides cover for the first £2,000 of any claim and 90% of the remainder of any claim. With effect from 1 January 2010 the cover changes to provide for 90% of the claim with no upper limit. Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to them at: FSCS, 7th Floor, Lloyd's Chambers, 1 Portsoken Street, London E1 8BN.

### Further information about us and our regulator

Domestic & General Insurance PLC (Registered in England and Wales. Company No. 485850), whose head office address is Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS, is authorised and regulated by the Financial Services Authority (FSA registration number 202111). Our address and details of our authorisation can be checked on the FSA web site ([www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)) or contacting the FSA on 0845 606 1234.

### Our product and our service

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

### Direct Debit Guarantee

This guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society. If the amount to be paid or the payment dates change, Domestic & General will notify you 14 days in advance of your account being debited or as otherwise agreed. If an error is made by Domestic & General or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid. You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

### Data protection

Your details will be held and used by Domestic & General Services Limited, Domestic & General Insurance PLC, and selected companies acting on our behalf to administer your plan. We may pass your data to any relevant regulator or dispute resolution provider. We may also use your data for training and testing purposes. If you have given us permission, your details may also be used by us or third parties for other marketing purposes. We may disclose your information to our service providers and agents for these purposes. We and the third parties (if applicable) may contact you by mail, telephone or email. If you no longer want your data to be used by third parties or by us for marketing purposes and you have not already notified us

please write to the Data Protection Officer at: Domestic & General, Freepost CV2560 BEDWORTH, Warwickshire CV12 8BR. To help keep your details accurate we may use information we receive from our partners. You can ask for a copy of your details (for a small fee) and to correct any inaccuracies. To improve our service we may monitor or record our communications with you.

# Car Breakdown

## Statement of Demands and Needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs and it's your responsibility to make sure that the policy is right for you. This product meets the demands and needs of those who wish to ensure that their specific Rescue requirements are covered.

## Your membership

These are the terms and conditions of your motoring assistance membership with Green Flag Motoring Assistance provided as part of your Advantage Gold package of features. Green Flag Motoring Assistance is a trading name of UK Insurance Limited ('UKI'). UKI is the insurance underwriter for this insurance product and is authorised and regulated by the Financial Services Authority.

## How To Claim

To claim for breakdown cover, please call 0800 068 5910. UK Insurance Limited (UKI). Registered Office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered No. 1179980. UKI is a Royal Bank of Scotland Group company.

## Duration of cover

The breakdown cover is provided as a benefit of being an Advantage Gold product holder. If the connected Advantage Gold product is cancelled, this policy ends. If you have any questions about your Membership, please telephone:

- Sales 08452464297
- Assistance 0800 068 5910
- Complaints 0870 024 0048
- Advantage Gold Member Line 0845 300 3695

## 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 0300 500 5000.

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

## Our promise to you

Is that we will always be fair and reasonable whenever you have need of the protection of this Membership and that we will act quickly to provide that protection.

## Complaints procedure

Should there ever be an occasion when you feel that we have failed to honour our promise, we will do everything possible to ensure that your complaint is dealt with quickly and fairly. The easiest way to complain is simply to give us a call. Please contact us on 0870 024 0048. If you wish to write, complaints should be addressed to:

Customer Liaison Department,  
Green Flag Motoring Assistance,  
Green Flag House,  
Cote Lane, Leeds LS28 5GF.

Our staff will attempt to resolve your complaint immediately. If this is not possible, we promise to acknowledge your complaint within five business days of receipt. In the unlikely event that your complaint has not been resolved within four weeks of its receipt, we will write and let you know the reasons why and the further action we will take.

Once we have fully reviewed your complaint we will write to you with the outcome of our investigation and our decision. If you are unhappy with our decision you may then refer your complaint to the Financial Ombudsman Service (FOS) who will liaise with us on your behalf. The FOS will inform you directly of its decision. Referral to the FOS will not prejudice your rights to take subsequent legal proceedings. The address for the FOS is as follows: Financial Ombudsman Service

South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR.  
Telephone 0845 080 1800.

We will provide motoring assistance services, in respect of an incident for which cover under this Membership is available with your Advantage Gold package ('the package') or for the duration you have the package (if earlier). English Law will apply to this contract unless we both agree otherwise.

## How to cancel

You have the right to cancel this policy at any time, which will have immediate effect. As the cover is provided as a benefit of being a Advantage Gold product holder, a cooling off period does not apply and no refund is due. If the connected Advantage Gold product is cancelled, this policy ends. If you would like to cancel your policy, please return the documents to Green Flag Motoring Assistance, Green Flag House, Cote Lane, Leeds LS28 5GF.

This policy can be cancelled by us at any time providing 7 days notice in writing to you at your last known address. As the cover is provided as a benefit of being a Advantage Gold product holder, no refund is due.

## The meaning of words

Wherever the following words and phrases appear in this Membership they will always have these meanings, unless otherwise stated in the relevant section:

**Force Majeure Event:** an event beyond our reasonable control which includes without limitation fire, flood, inclement weather, earthquake, accident, civil disturbances, war, rationing, embargoes, strikes, labour, problems, terrorism, delays in transportation, inability to secure necessary materials, delay or failure of performance of any supplier or subcontractor (which cannot reasonably be avoided by us), acts of God and acts of government;

**Home:** your permanent place of residence in the United Kingdom;

**Insured Incident:** means immobilisation of the Insured Vehicle as a result of breakdown, road accident, malicious damage, accidental damage, fire, flat tyre, lack of fuel, flat battery, loss or breakage of car keys, within the United Kingdom;

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

**Insured Vehicle:** any vehicle which is owned by and kept at the home address of the Advantage Gold product holder and which complies with the vehicle specifications described in General Condition 3; and carries no more than the number of persons recommended by the manufacturer (and for whom seats are provided);

**Member:** the person(s) named on the package;

**Membership:** the motoring assistance services provided by us to you as part of the package. This booklet details the terms and conditions of your motoring assistance Membership;

**Strike:** any form of industrial action taken by workers, carried out with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services;

**United Kingdom:** England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands;

**We or us or our:** UK Insurance Limited, the underwriter of this Membership and/or our associated companies or agents (including service providers);

**You or your:** the Member or any other person who at the time of the incident, is authorised to drive the Insured Vehicle.

**Please note: The General Conditions and Exclusions apply to all sections.**

## Roadside Assistance

### What is covered:

Following an **Insured Incident** occurring at least 1/4 mile from **your Home** we will:

- 1.1 Arrange for roadside assistance and, if necessary, transportation of the **Insured Vehicle** and **Insured Persons**, to either a single destination of **your** choice within 10 miles of the **Insured Incident** or to a suitable repairer within 10 miles of the **Insured Incident**; and
- 1.2 Provide these services including call-out for roadside assistance.

**Please note: You will have to pay any extra costs where transportation of the Insured Vehicle exceeds 10 miles.**

### Home-Call

- 2.1 If an **Insured Incident** takes place within 1/4 mile of **your Home** you will be entitled to the services detailed under the Roadside Assistance.

### Caravan and trailer cover

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

- It conforms to The Motor Vehicles (Constructions and Use) Regulations 1986, as amended or replaced from time to time; and
- Fits a standard 50mm tow ball; and
- It is not more than 6.42 metres, 21ft long (with load), 2.59 metres, 8ft 6in high and not weighing more than 2.5 tonnes including any load; and
- The weight of the caravan or trailer when loaded is not more than the kerb weight of the **Insured Vehicle**; and
- It is of standard make.

### Conditions and exclusions

#### General exclusions applying to this membership

The following are not covered under this **Membership**:

1. The cost of fuel, all spare parts, or labour over the first 30 minutes.
2. Any costs whatsoever once the **Insured Vehicle** has been transported to a garage or repairer.
3. Damage or costs as a result of breaking into the **Insured Vehicle** because **your** keys have been lost or stolen.
4. Any costs incurred as a result of **you** failing to carry a serviceable spare wheel and tyre.
5. The cost of draining or removing contaminated fuel (**we** will arrange for the **Insured Vehicle** to be taken to a local repairer for assistance, but **you** will have to pay for all work carried out).
6. The cost of any work carried out by a local repairer once the **Insured Vehicle** has been taken to the local repairer for assistance under the terms of this **Membership**.
7. Any costs and expenses if the **Insured Vehicle** was not fit to drive at the start of the journey or had not been regularly serviced in line with the manufacturer's recommendations. **We** may ask for proof that the **Insured Vehicle** was fit to drive (including an MOT certificate if applicable).

8. Any **Insured Incident** while the **Insured Vehicle** is towing or carrying more weight or people than it is designed for, as shown in the manufacturer's details.
9. Vehicles used for and/or involved in motor racing, off road use (away from public roads and over rough terrain), rallies, speed or duration tests or practising for such events.
10. Vehicles situated in areas to which our agents have no right of access or on motor traders' premises.
11. Any intentional or willful damage caused by any **Insured Person** to the **Insured Vehicle**.
12. Any claim resulting from difficulties or inability in obtaining raw materials, fuel or other supplies due to **Force Majeure Event**.
13. Vehicles temporarily immobilised by floods or snow-affected roads or as a result of whole or partial immersion in water, snow, sand or mud.
14. Vehicles parked off the public road, which are immobile due to the nature of the surface on which they stand, e.g. sand, mud, gravel, turf or grass.
15. Vehicle used for hire or reward, including taxis, or for the carriage of goods for reward.
16. Any claim for damage or loss of commercial goods or those intended for resale carried at the time of the **Insured Incident**.
17. Any expenses which **you** would have had to pay anyway irrespective of the **Insured Incident**.
18. Any damage to or theft of objects or accessories left in or outside the **Insured Vehicle** after the **Insured Incident**.
19. Losses that are not directly associated with the incident that caused **you** to claim. For example, loss of earnings due to being unable to return to work following an **Insured Incident**, or losses arising from a delay in providing the service to which this cover relates.
20. Vehicles that have broken down or were unroadworthy when **Membership** commenced.
21. Loss, expense or legal liability caused by:
  - ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
  - the radioactive, toxic, explosive or other dangerous properties of nuclear equipment.
22. Loss or damage caused by pressure waves from planes and other flying machines.
23. Any claim if:
  - **you** know that the person driving the **Insured Vehicle** does not have a valid driving licence; or
  - the person driving the **Insured Vehicle** does not meet the conditions of their driving licence.
24. Any **Insured Incident** where the **Insured Vehicle** does not have a current, valid Road Fund Licence disc on display.

#### General conditions applicable to this membership

##### 1. Other insurance

If **you** are covered by any other insurance for an **Insured Incident**, we will only pay **our** share of the claim. **You** may be required to provide us with details of the other insurance company for this purpose.

##### 2. Reasonable care

**You** must do all that **you** can and comply with all laws and codes to keep the **Insured Vehicle** safe and fit to drive.

##### 3. Cover is only available for this **Membership** for the following:

- Be either: a car, motorised caravan, light van, estate car or 4x4 off-road vehicle, privately registered in the **United Kingdom**; a towed caravan or trailer of standard make being less than 16 years old. **We** recommend all caravans and trailers carry a serviceable spare wheel and tyre.
- Not exceeding (including any load carried) the following gross vehicle weight and dimensions: 3,500kg in weight, 7m in length, 3m in height and 2.25m in width.
- Be serviced as recommended by the manufacturer and hold a current valid MOT certificate if applicable.

4. **We** are not responsible for any loss, damages, costs, claims or expenses whatsoever which **you** may incur as a result of **our** delay or failure to perform **our** obligations due to a **Force Majeure Event**.
5. If **you** request a level of service to which **you** are not entitled, this service will have to be paid for in advance by credit or debit card payment.
6. If **we** provide a service that **you** are not entitled to, **you** may have to pay for the service provided.
7. **We** will provide the services described in this **Membership** on condition that **you** and all passengers observe the respective licence conditions and all the terms and conditions laid down in this booklet. The services cannot be used for routine servicing or the rectification of failed repairs, or as a way of avoiding repair costs.
8. **You** are responsible for collecting the **Insured Vehicle** from a repairer and any consequent costs after work has been carried out.
9. If **we** arrange for temporary roadside repairs, **you** must arrange for any permanent repairs that may be necessary as soon as possible. If **you** do not, and the same problem happens again, **we** may refuse service.
10. If **you** need assistance, **you** must contact **our** control centre. **You** must not contact any garage recovery operator direct.
11. **You** will have to pay the cost of **our** recovery or repair vehicle coming out to **you** if **you** allow the **Insured Vehicle** to be recovered or repaired by someone else after **you** have contacted **us** for assistance.
12. If the **Insured Vehicle** needs to be moved or recovered after an **Insured Incident**, it must be in an easily accessible position for **our** recovery vehicle to load. If the **Insured Vehicle** is in a position **we** cannot get to, or the wheels have been removed and **we** need to use specialist equipment (which is not normally carried on a standard recovery vehicle) to recover the **Insured Vehicle**, **you** will have to pay any extra costs (including labour charges) to arrange for these to be transported to, and used at, the site of the **Insured Incident**.
13. When **you** ask for assistance or recovery, **we** will give **you** an estimated time when **our** repair or recovery vehicle will arrive. **You** and **your** passengers must wait with the **Insured Vehicle** until the repair or recovery vehicle arrives, unless **you** have made other arrangements with **our** control centre.
14. If the recovery or repair vehicle does not arrive within 60 minutes of **you** contacting **us**, **we** will pay £10. To claim compensation, **you** must either complete a service questionnaire or write to **us**.
15. **You** will have to repay any toll fees or ferry charges for the **Insured Vehicle** which are reasonably incurred by the driver of the recovery vehicle.
16. **You** are responsible for the security of the contents of the **Insured Vehicle**, caravan or trailer. **We** will not recover or repair a vehicle, caravan or trailer if there is a person or animal in it.
17. If **you** give **us** incorrect information when **you** phone for assistance, **you** may have to pay all reasonable costs caused by the incorrect information.
18. **We** are not responsible for the actions or costs of garages, recovery firms or emergency services acting on **your** instructions or the instructions of anyone acting for **you** and cannot be held liable for them.
19. **We** will not arrange for assistance services if **we** reasonably believe the **Insured Vehicle** is dangerous or illegal to repair or transport.
20. **You** will have to pay any storage or release fees while the **Insured Vehicle** is being repaired or after the police have moved the **Insured Vehicle**. **We** cannot be responsible for any police call-out charges.
21. **We** may choose to repair the **Insured Vehicle** (at **your** cost) following a breakdown, rather than arranging for it to be recovered.
22. Nothing in this **Membership** will exclude or restrict **our** liability for death or personal injury resulting from **our** negligence.
23. Any failure by **us** in relying on or enforcing the terms and conditions of this **Membership** on any particular occasion will not prevent subsequent reliance or enforcement.
24. Following an **Insured Incident** attended by the police or other emergency service, transportation of the **Insured Vehicle** will not take place until they have authorised its removal.
25. **We** are entitled to take over **your** rights in the defence or settlement of a claim or to take proceedings in **your** name for **our** own benefit against another party and **we** shall have full discretion in such matters. **You** must give **us** all the information and assistance **we** may require. Telephone calls may be recorded. **We** will use any information that **you** provide to **us** in accordance with **our** 'Data Protection Notice'.

## YOUR INFORMATION

### Who we are

Your policy is with The Royal Bank of Scotland plc. We are a member of The Royal Bank of Scotland Group (the Group). 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 minicom 0845 900 5960.

### How we use your information and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties. We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop 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.

If you would like a copy of the information we hold about you, please write to:

The Data Protection Officer,  
Retail Regulatory Risk,  
2nd Floor, Business House B,  
RBS Gogarburn, PO Box 1000,  
Edinburgh EH12 1HQ.

A fee may be payable.

### 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. Please ensure that you only provide us with sensitive information about other people with their agreement.

### Dealing with other people

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

## Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking applications for, and managing credit or 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 credit reference and fraud protection agencies we use if you would like a copy of the information held by them.

Please contact:

The Data Protection Officer,  
Retail Regulatory Risk,  
2nd Floor, Business House B,  
RBS Gogarburn, PO Box 1000,  
Edinburgh EH12 1HQ.

The agencies may charge a fee.

Advantage Gold Membership Services 0845 300 3695

Minicom 0800 917 0526

[natwest.com/adgold](http://natwest.com/adgold)

(0870) Daytime calls cost up to 8p plus up to 6p per minute from BT lines

Mon-Fri. Calls from other networks may vary. Calls may be recorded.

Our lines are open 8am–8pm Monday to Friday (except Bank Holidays).

National Westminster Bank Plc  
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NWB6348 June 2010