

Premier

# Black Account Benefit Terms



**NatWest**

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Throughout these Terms 'Black Account' refers to Black Accounts and Reward Black accounts.

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## Section 1: Black Account Travel Benefit Terms

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# Black Account DragonPass Premier Terms

## Conditions of Use

Welcome to DragonPass Premier brought to you by Assurant<sup>1</sup>. With this benefit you can take advantage of unlimited member visits to participating airport lounges for free, with over 1,000 airport lounges around the world to choose from. You will also be able to access discounts at participating airport restaurants and spas.

## Statement of benefits

As a Black account holder, you can:

- Enjoy unlimited member visits to any airport lounge across the DragonPass network. You can view which lounges are available by visiting the NatWest DragonPass Premier website or the DragonPass Premier App. A visit means one entry to an airport lounge. For joint accounts, two account holders are entitled to unlimited airport lounge access, but each account holder will need to show their individual DragonPass membership card (physical or digital). If only one account holder has their card, the second account holder would count as a guest. A guest can visit airport lounges for a cost of £20 per visit.
- Access discounts at selected airport restaurants and spas across the world via the DragonPass Premier App or online at [natwest.dragonpasspremier.com](https://natwest.dragonpasspremier.com)
- Purchase additional airport lounge visits for your guests at a cost of £20 per guest by using the DragonPass Premier App, online at [natwest.dragonpasspremier.com](https://natwest.dragonpasspremier.com) or over the telephone on **0345 601 7188**. **Guests can only access the airport lounges if they are travelling with an account holder.**
- Pre-book into certain airport lounges for a charge of £5 per person per visit. If you are paying for a guest to enter one of the airport lounges, this is an additional charge of £5 on top of the £20 entrance fee.

## How to access your benefits

You can access the benefits via the DragonPass Premier App or by using the Membership Card.

To enable you to access all the benefits of DragonPass Premier, you will need to activate these via the DragonPass Premier App or online at [natwest.dragonpasspremier.com](https://natwest.dragonpasspremier.com) the name which you use to register should be the same as the name that appears on your membership card.

To gain access to an airport lounge you will need to present either the physical membership card or your digital card via the App together with your passport or boarding pass ensuring that your name aligns on all documents and, where you have pre-booked, your booking confirmation.

<sup>1</sup>Assurant is a trading name of Lifestyle Services Group Limited (Company registration number 5114385) whose address is Emerald Buildings, Westmere Drive, Crewe CW1 6UN

### DragonPass premier app

The DragonPass Premier App can be downloaded from the Google Play Store or Apple App Store by simply searching for 'NatWest DragonPass Premier'.

To enable your digital membership card you must complete the registration and log in using the unique number and your name as shown on the front of your membership card.

Once logged in to this App it can be used as a digital membership card for your DragonPass Premier benefits and used instead of the physical membership card which we send you.

For information on the restaurants and spa discounts you can take advantage of, you will need to use the App or visit us online at [natwest.dragonpasspremier.com](http://natwest.dragonpasspremier.com).

#### Key app features include:

- Digital membership card which can be accessed within the App.
- A full list of the available lounges, spas and restaurants and how to find them.
- Information on the visits and benefits you've used on your travels.
- Ability to purchase access to a lounge for a guest for £20 per guest, per visit.
- The ability to pre-book access to an airport lounge for £5 per person, per visit.

We would recommend you download the DragonPass Premier App to make the most of the features and discounts available with NatWest DragonPass Premier. Using only the physical membership card will mean you cannot access all of the restaurant and spa discounts you would have access to if you used the App.

#### Membership card

A Membership card will be posted to you within 7-10 working days of you opening your NatWest Black account. Once you have received your membership card you will be able to start enjoying the benefits of DragonPass Premier and log into the DragonPass Premier App.

Your DragonPass membership card, which has no expiry date while you remain a Black account customer, allows you access to the lounges across the DragonPass network. To gain access to a lounge you will need to present your DragonPass membership card using either your digital card via the App or the physical membership card we have sent to you. For joint accounts, each account holder who wants to gain access will need to present their DragonPass membership card.

You must tell us as soon as possible if you lose your physical membership card, or access to your digital membership card, by calling us on **0345 601 7188\***

\*03 numbers cost no more than a national rate call and are included in 'inclusive minutes' for mobiles. Call charges will vary depending on your phone provider. If you are unsure of your call charges we recommend contacting your provider before calling us. To maintain a quality service, we may monitor and record phone calls

(lines open 24 hours a day, 7 days a week). You also need to tell us if you change your name, as the name you use to register with needs to be the same as the name that appears on your passport.

Complaints and feedback about DragonPass Premier can be addressed directly to us on **0345 601 7188**, by email at [natwest@dragonpasspremier.com](mailto:natwest@dragonpasspremier.com) or you can write to us at:

DragonPass Premier  
Airport Lounge Access  
Assurant  
PO Box 98  
Blyth  
NE24 9DL

## Conditions of use

### 1. Definitions

Words or expressions that have a particular meaning in these Conditions of Use are defined in this section and shall have the same meaning wherever they may appear in these Conditions of Use.

- **“DragonPass Premier”** means the service brought to you by Assurant that allows access to airport lounges across the DragonPass network and discounts at selected airport restaurants and spas.
- **“Visit”** means one entry to an airport lounge per person.
- **“Third Party Organisations”** means the third parties who operate the airport lounges, restaurants and spas which you have access to under the DragonPass Premier scheme.
- **“We”, “us”, “our” or “Assurant”** means Lifestyle Services Group Limited.

### 2. Introduction

- 2.1 DragonPass Premier is brought to you by Assurant using the benefits provided by DragonPass International Limited<sup>2</sup> (“DragonPass”). NatWest is not responsible for the operation and running of the Scheme, the airport lounges, restaurants or spas within the Scheme or any of the connected services, vouchers or offers.
- 2.2 These Conditions of Use govern your use of DragonPass Premier and the relationship between you, us and DragonPass.

<sup>2</sup>DragonPass International Limited (Company registration number 8643888) whose registered office is at 173A Ashley Road, Hale, Cheshire WA15 9SD

- 2.3 In this introduction we have set out the conditions which deal with some particularly important features of DragonPass Premier that we would like to bring to your attention. Please read all of the information in these Conditions of Use carefully because we will rely on all of these conditions in our dealings with you.
- 2.4 DragonPass Premier applies to those airport lounges, restaurants and spas participating in it and access to the benefits and facilities are at all times subject to availability. We reserve the right to include and withdraw airport lounges, restaurants and spas entirely at our discretion and without notice. We cannot accept any liability in the event that an airport lounge, restaurant or spa is full or already reserved/allocated and cannot provide you with access, unless you have pre-booked access to an airport lounge.
- 2.5 To gain access to participating airport lounges, restaurant and spa discounts available under DragonPass Premier you must show your passport and/or boarding pass and your valid membership card, either the digital card via the NatWest DragonPass Premier App or your physical card ensuring that your name aligns on all documents. For joint account holders, both account holders will need to provide these documents. If you have pre-booked your lounge access you will also need to show your booking confirmation.
- 2.6 The number of guests permitted varies from lounge to lounge, as does the policy of individual lounges regarding access for children. Please check with the individual lounges you plan to use prior to travelling to determine their policy on guests and children.
- 2.7 At busy times airport lounges may be at their full capacity and unable to accept more guests. Some lounges also reserve and/or pre-allocate space; this means that unless you have pre-booked you may be refused access to a lounge on the basis of a lack of capacity even if the lounge does not look full. Neither we nor DragonPass have any control over the decision of individual airport lounges whether to admit any individual. To avoid disappointment, certain airport lounge access can be pre-booked for a charge of £5 per person per visit by using the NatWest DragonPass Premier App or online at [natwest.dragonpasspremier.com](https://natwest.dragonpasspremier.com)
- 2.8 If you or any member of your party has any medical problem or disability which may affect your access to an airport lounge, we recommend that you check with the individual lounge prior to travelling to see whether they can facilitate any special requirements you may have. We regret that we cannot accept liability in the event an airport lounge is unable to facilitate special requirements.
- 2.9 NatWest will notify you of any changes to any of these Conditions of Use at least 30 days before they become effective.

### 3. DragonPass premier services

- 3.1 Once you have received your membership card it is advisable to download the DragonPass Premier App or go online at [natwest.dragonpasspremier.com](https://natwest.dragonpasspremier.com) so that you can easily understand the locations and providers of all of the benefits available to you. Accessing the DragonPass Premier App will also allow you access to your digital membership card.
- 3.2 The DragonPass Premier App can be downloaded from the Google Play store or Apple App Store. When you use our website or the DragonPass Premier App you will also be subject to their conditions of use and privacy, accessibility and cookie policies which can be accessed via the website [natwest.dragonpasspremier.com](https://natwest.dragonpasspremier.com) or the App. Please note, DragonPass Premier is designed to work as a digital service through access to the NatWest DragonPass Premier App; if you do not download the App this may mean you cannot access all of the restaurant and spa discounts and information you would have access to if you used it.
- 3.3 If you require a replacement card, just get in touch with us via membership services on **0345 601 7188** and we will arrange for one to be re-sent to your registered address.
- 3.4 By virtue of your DragonPass Premier membership provided with your Black account, you will have unlimited access to airport lounges around the world with the ability to pre-book access to selected lounges for a fee of £5 per person per visit. You will also have access to various airport restaurant and spa discounts.
- 3.5 The services provided at an airport are operated by Third Party Organisations. By using these you agree to be bound by not just these Conditions of Use but also those of the Third Party Organisations including any opening hours or access restrictions which they have. It is your responsibility to check a Third Party Organisation's conditions of use and/or opening hours and access restrictions before you use the DragonPass Premier services. We cannot be liable for any loss or damage you suffer if you fail to comply with the Third Party Organisation's conditions of use.
- 3.6 All users of the DragonPass Premier services are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other users. If, in the opinion of any member of staff or other representative of a Third Party Organisation, your behaviour or that of any member of your party is causing or likely to cause distress, danger or offence to anyone else or damage to property, they shall be entitled to ask you to leave. In those circumstances we will have no liability to you and you will not be entitled to any reimbursement of any pre-booking fee that you have paid for yourself or any fee that you have paid for accompanying guests.



- 3.7 Our responsibility to you is to use reasonable skill and care in selecting our Third Party Organisations. Assurant, DragonPass and NatWest are not liable to you or any third party for any losses of any nature incurred by you/them in relation to the standard, quality or provision of service or products by the Third Party Organisations or their employees or agents, your own acts or omissions or the acts of other users of the DragonPass Premier services. We do not give any warranty for any goods or services accessed through, or displayed on, the DragonPass Premier App or connected website.
- 3.8 Nothing in these Conditions of Use does, nor is intended to, exclude or limit our liability for death or personal injury resulting from our negligence, fraudulent misrepresentation, or any other liability which cannot be excluded under applicable law.
- 3.9 If you have any complaints or feedback about the standard, quality or provision of any of the DragonPass Premier services, you should contact the relevant Third Party Organisation directly. If they cannot satisfactorily resolve your complaint you can contact us on **0345 601 7188**, by email at **natwest@dragonpasspremier.com** or you can write to us at:

DragonPass Premier  
Airport Lounge Access  
Assurant  
PO Box 98  
Blyth  
NE24 9DL

and we will liaise between you and them to try to assist you reaching a resolution, but we have no further liability to you. If you have a complaint about any other aspects of DragonPass Premier please contact us.

#### **4. Membership**

- 4.1 As a Black account holder, you are automatically entitled to the benefits of DragonPass Premier. You can start to access the benefits as soon as you receive your membership card and can use them at any time whilst you hold a Black account.
- 4.2 You will be issued with a physical membership card to gain access to airport lounges and to obtain the restaurant and spa discounts. Two joint account holders will be issued with a membership card each and each will need to provide their membership card to access the lounge for free. Should your Black account be closed, your membership card will be immediately cancelled and your access to DragonPass Premier removed. Any pre-booking fees that you have paid for lounge visits you have not yet made will be refunded to you providing this is more than 72 hours before you were due to visit. If a guest

booking has been made, this fee will also be refunded to you provided that the visit is more than 72 hours away.

- 4.3 Guests can also access the airport lounges with an account holder for a charge of £20 each per visit. If one joint account holder forgets or cannot produce their membership card (physical or digital), they will be treated as the other account holder's guest and subject to the £20 guest fee.
- 4.4 If you change your name you must tell NatWest as soon as possible and before you next use your membership card. Please allow up to 72 hours for name changes to take effect. Your name should be the same as the name on your passport and boarding pass. You will need to order a new membership card with your new name on. To do this you must call us on **0345 601 7188** (lines open 24 hours a day, 7 days a week).
- 4.5 You must tell us as soon as possible if you lose your physical membership card, or access to your digital membership card, by calling us on **0345 601 7188** (lines open 24 hours a day, 7 days a week).
5. **Airport lounge access + pre booking**
  - 5.1 Participating airport lounge staff will record your details and communicate them to DragonPass. This information will be used for record keeping, tracking usage and billing purposes, where appropriate.
  - 5.2 Please note that any food and drink, including alcoholic drinks, provided as part of your airport lounge visit are only for consumption in the airport lounge and are not to be taken out of the lounge.
  - 5.3 It is your responsibility to ensure that you and your guests arrive at the departure gate on time and board the flight. There is no obligation on the lounges to provide flight information or announcements.
  - 5.4 Certain airport lounges can be pre-booked for a cost of £5 per person per visit via your NatWest **DragonPass Premier App** or via the **DragonPass Premier website at [natwest.dragonpasspremier.com](http://natwest.dragonpasspremier.com)**. **If a guest is being pre-booked an additional fee of £5 on top of the £20 guest fee is payable.**
  - 5.5 To check if the airport lounge you intend to visit can be pre-booked in advance please go to **[natwest.dragonpasspremier.com](http://natwest.dragonpasspremier.com)**, DragonPass Premier website or the NatWest DragonPass Premier App, where you will be able to select the lounge you intend to visit and check if pre-booking is available at your desired time of travel.
  - 5.6 To pre-book your lounge access you need to do this at least 72 hours before you intend to visit.

- 5.7 When arriving at the airport lounge it is important that you arrive on time; if you arrive later than the pre-booked time then it will be at the discretion of the lounge as to whether they can still allow you access and for how long.
- 5.8 To amend or cancel your pre-booked lounge access call us on **0345 601 7188** providing at least 72 hours' notice. Any cancellations notified at least 72 hours before the visit will be refunded.

If you do not attend the lounge or cancel your booking less than 72 hours in advance of the visit you will not receive a refund of your pre-booking fee. If you have pre-booked a place for a guest to accompany you and do not provide at least 72 hours' notice of cancellation neither the £20 guest fee nor the £5 pre-booking fee will be refunded.

## 6. Access for your guests

- 6.1 Guest access for lounge visits can be purchased via your DragonPass Premier App, on the NatWest website, or by calling membership services on **0345 601 7188** for a cost of £20 per guest per visit.
- 6.2 Payment for guest access can be completed:
- Via the DragonPass Premier App, NatWest website.
  - Over the phone.
  - Alternatively, debited from your account during the month following your visit to the lounge.

## 7. Spas

To view a list of participating spas please visit: [natwest.dragonpasspremier.com](http://natwest.dragonpasspremier.com). Here you will also find details of the treatments available at each spa. Please note that the discounted treatments available at participating spas are subject to change without notice so please check before you travel.

- 7.1 Each spa reserves the right to operate under their specific terms and conditions with relation to passenger health and medical conditions, e.g. pregnancy may reduce the range of treatments on offer. Age, behaviour, single sex party groups, party size and treatment exclusions may apply. It is your responsibility to check the restrictions and policies of the spa before your treatment.
- 7.2 It is your responsibility to allow enough time for your treatment prior to boarding your flight.

## 8. Restaurants

- 8.1 You can claim discounts at participating airport restaurants. To view a list of participating restaurants please visit [natwest.dragonpasspremier.com](http://natwest.dragonpasspremier.com). Here you will also find details of the offers available at each restaurant. Offers and participating restaurants are subject to change without notice so please check before you travel.

- 8.2 Each restaurant reserves the right to operate under their specific terms and conditions in terms of menu availability, dress code, behaviour, single sex party groups, total party size and food/drink exclusions.
- 8.3 The discount may not be used in conjunction with any other promotions or offers the participating restaurants may be offering.

## 9. General terms

- 9.1 All discounts available under DragonPass Premier are only valid for the named person on the membership card and cannot be assigned to a third party. Discounts or benefits cannot be applied for retrospectively and there is no cash alternative.
- 9.2 If any of the provisions of these Conditions of Use are deemed to be invalid, unlawful or unenforceable to any extent by any court or competent authority, the provision will, to that extent only, be deemed severable and shall not affect the other provisions of these Conditions of Use.
- 9.3 We will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we, DragonPass or a Third Party Organisation could not, even with all due care, foresee or avoid. These events can include, but are not limited to, war, threat of war, civil strife, terrorist activity and the consequences or the threat of such activity, riot, the act of any government or other national or local authority, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster, adverse weather conditions and all similar events outside our or their control.
- 9.4 A person who is not party to these Conditions of Use shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 9.5 These Conditions of Use will prevail over any other terms and conditions provided to you in relation to the use of DragonPass Premier.
- 9.6 To the extent permissible by local law or regulation, these Conditions of Use shall be interpreted in accordance with and governed by English law and you agree to submit to the non-exclusive jurisdiction of the English Courts to resolve any dispute. If you live in either Scotland or Northern Ireland you may choose the law and jurisdiction of Scotland or Northern Ireland (as appropriate) if you wish to do so.

## Data Protection

### How we handle your personal information

Lifestyle Services Group Limited (part of the Assurant, Inc. group companies), with mailing address at PO Box 98, Blyth NE24 9DL, is committed to preserving the privacy of our customers. Please read the following privacy notice to understand how we, as a data controller, collect, use and protect the personal information that you provide to us for purposes of providing the **Black account DragonPass Premier** airport lounge access service to you. To view our full Privacy Notice, please visit [natwest.dragonpasspremier.com](http://natwest.dragonpasspremier.com) website.

### Personal information that we collect from and about you

We collect and use the following personal information from you as part of providing this Black account DragonPass Premier service to you:

- name and contact details (e.g., postal address, telephone number, mobile number, email address, etc.);
- customer information (e.g., membership number, billing and payment history, payment card information, bank account details, etc.);
- pre-booking information (e.g., origin and time of flight), when you make a reservation for a specific lounge;
- guest information (e.g., full name) from you, when applicable;
- location data, when you use our mobile app;
- service usage information;
- records of any correspondence regarding any specific enquiry; and
- feedback that you provide on our services (including through customer experience surveys).

You can choose whether or not you provide this information to us, but if you decide not to do so, we will be unable to provide the service under this agreement.

This information is intended to be used by Lifestyle Services Group Limited for the following purposes:

- For statistical analysis, customer experience surveys (where permitted and in compliance with applicable laws), performing internal administrative functions, handling customer enquiries, managing customer relationships and evaluating the appropriateness of this service and its benefits. We use your information for these purposes where necessary for pursuit of our legitimate interests (monitoring and improving our offerings and our customer experience and administering our internal processes).

- Fraud and payment default prevention and evidence management. We use your information for these purposes where necessary for pursuit of our legitimate interests (protecting our business from fraudulent activity and recovering sums due).
- Anti-money laundering, anti-terrorism efforts and sanctions screening. We use your information for these purposes where necessary for compliance with our legal obligations.

#### **Personal information that we collect from other sources**

We also collect and use personal information about you from third parties. We will receive your name, contact information (including postal address and telephone number), customer number and bank account information (such as sort code and account number) from your bank (through whom you have procured this service) to enable us to administer and perform your service arrangement with us. We will receive usage information from the third parties (such as airport lounge operators) who we have partnered with to provide the service.

#### **Who we share your personal information with**

Your personal information will be disclosed to other Assurant group companies, your bank, and to any other entity or service provider contractually obligated to us for the purpose of performing tasks that directly relate to the above-described purposes.

Your personal information will also be disclosed to public bodies and organisations in order to satisfy our legal obligations, where required.

#### **Where we send your personal information**

With respect to the aforementioned purposes, your personal information may be processed outside the European Economic Area (“EEA”) in countries that do not have equivalent data protection laws. Your use of the service (for example – when you access airport lounges outside the EEA) may involve transfers outside the EEA to the UK. For example, the airport lounges you visit may process your personal information, such as your membership ID, upon entry to the lounge. Where personal information is processed outside the EEA in a country that is not subject to an adequacy decision by the EU Commission, it is adequately protected by European Commission approved standard contractual clauses, an appropriate Privacy Shield certification or a third party’s Processor Binding Corporate Rules. If you would like more information on the relevant transfer mechanism or additional information on the transfers, please address these requests by using the contact details provided below.

### **How long we keep your personal information**

Your personal information will be retained as long as necessary for the performance of the service arrangement and for as long as required or permitted by applicable law or regulation. Where we process personal information in connection with performing the arrangement, we keep data for 6 years from your last interaction with us.

### **How and why we will contact you**

We may contact you by post, mobile phone, text, or email to provide the Black account DragonPass Premier service, obtain your views on our services and to let you know about important changes to the services which we are providing or to ask you to complete a customer satisfaction survey. Any information that you provide to us in response to these communications will not be used or disclosed other than in accordance with this privacy notice, or without your permission, unless required by law. If you would prefer us not to contact you to obtain your views and feedback on the service or you change your mind in the future and would like us to stop contacting you for this purpose, you can request this at any time by calling us or in writing to: Lifestyle Services Group Limited, PO Box 98, Blyth NE24 9DL.

### **Your rights**

Pursuant to the Data Protection Act 2018, you have a right of notice, access, data portability, rectification, restriction of processing, erasure of the information we hold about you, as well as an objection right which you may exercise at any time by sending your request in writing to: Lifestyle Services Group Limited, PO Box 98, Blyth NE24 9DL.

You may also submit your request in writing to Data Protection Officer, PO Box 98, Blyth NE24 9DL, or by sending an email to [dataprotectionofficer@assurant.com](mailto:dataprotectionofficer@assurant.com)

Please note that the exercise of such rights is not absolute and is subject to the limitations provided by applicable law.

You may address a complaint or question concerning the processing of your personal information at the above-mentioned contact details. You may also lodge a complaint with your local data protection authority, which in the UK is the Information Commissioner's Office, in the country where you live, work, or where you consider the problem has occurred.

# Black Account Travel Service Terms

## Introduction

These are the Terms that apply to the Black Account Travel Service benefit which is a travel booking service that gives you:

- access to discounts on certain travel bookings, such as selected package holidays and charter flights;
- no credit card or booking fees when making a purchase.

(as further described below and on the website at [membershipbenefits.natwest.com](https://membershipbenefits.natwest.com)).

This service is provided by Affinion International Travel Limited, a company registered in England and Wales with Company Number 06635325, and having its registered office at Charter Court, 50 Windsor Road, Slough, Berkshire SL1 2EJ (from this point on referred to as “**we/us/our**”).

We are a wholly owned subsidiary of Affinion International Limited, a company registered in England and Wales with Company Number 01008797, and having its registered office at Charter Court, 50 Windsor Road, Slough, Berkshire SL1 2EJ.

We are a fully licensed and bonded travel agency. We are a retail member of ABTA (L4356), hold an ATOL 9935 and are accredited by IATA.

Depending on the travel product(s) you book, your contract will either be with us, or with the tour operator, airline or travel company which supplies the service (“**the supplier**”). When you book a package holiday (as defined in the Package Travel and Linked Travel arrangements Regulations 2018 (“the Regulations”)) or other service(s) which we provide as organiser, your contract will be with us and the section of these Terms headed ‘WHERE WE ACT AS ORGANISER’ will apply. When you make a booking with a supplier, we act only as retailer and your contract will be with the supplier and the section of these Terms headed ‘WHERE WE ACT AS RETAILER’ will apply. We will tell you at the time of booking whether we act as retailer or organiser.

These Terms apply to all bookings made via the Black Account Travel Service (including those where we act as agent) unless otherwise indicated. **Where your contract is with a supplier, your booking will also be subject to the supplier’s terms and conditions and/or conditions of carriage which can be obtained from us and will be provided to you with your booking confirmation.** You should make sure you read these Terms and keep a copy for future reference.



## 1. Eligibility

- 1.1 You are eligible to receive the Black Account Travel Service benefit because you are a Black account holder. If your Black account is closed this benefit will be cancelled immediately and you will not be entitled to use the Black Account Travel Service benefit to make any new travel bookings.
- 1.2 Subject to the exclusions in clauses 4 and 5 overleaf, you may book package holidays, cruises, tickets for scheduled, charter and low cost airline flights, city breaks, ferry tickets, hotel accommodation, holiday cottages and villas, holiday apartments, car hire, airport lounges, airport parking, attraction tickets, camping holidays, coach tours, holiday parks, resort transfers, boat and motor homes through the Black Account Travel Service.
- 1.3 There is no limit to the number of times you may use the service, provided your Black account remains open.

## 2. Black Account Travel Service benefits

As a Black account holder, you are entitled to the following benefits, subject to the exclusions listed in clauses 4 and 5:

- 10% discount off the base price available via the Black Travel Service for available package holidays (including transfers if included as part of the package)
- 5% discount off the base price available via the Black Travel Service for available cruise holidays.

Other Benefits:

- 10% discount on airport hotels, airport parking, airport lounge passes, attraction tickets and car hire when a booking is made through the Black Travel Service
- A complimentary upgrade from standard airport parking to Meet and Greet airport parking if you book your standard airport parking through the Black Account Travel Service. Meet and Greet airport parking is operated by Holiday Extras Limited. Any bookings made for Meet and Greet airport parking will be subject to the booking conditions of Holiday Extras Limited. These will be provided to you at the time of booking your Meet and Greet airport parking. Meet and Greet airport parking is currently available at 6 UK airports (London Gatwick, London Heathrow, Birmingham, Manchester, Edinburgh and Stansted).

## 3. Travel bookings

3.1 Bookings can only be made:

- **by telephone** through Membership Services on 0345 601 7188 between the hours of
- 08:00 – 20:30 Monday – Friday

- 08:00 – 18:00 Saturday, Sunday and Public Holidays
- Closed on 25 December

The maximum call charge from a BT landline is 3 pence per minute.

Call charges may vary from other networks.

- **online** via **membershipbenefits.natwest.com** Please note that some travel bookings cannot be made on the Black Account Travel Service website and must be made by telephone. Full details of these exclusions are on the website.

- 3.2 For the majority of bookings, availability will be confirmed immediately. For any unusual or special requests, we may need to check availability and will call you back as soon as possible but always within 1 working day.
- 3.3 If you do make a booking through the Black Account Travel Service, it will be subject to further terms and conditions (some of which may limit or exclude liability), including the cancellation charges of the individual tour/airline operator with whom your booking is made. These terms and conditions can normally be accessed online by visiting the website of the relevant supplier and they will be forwarded to you with your booking confirmation and invoice. Alternatively, you may call us to request a copy at any time by telephoning Membership Services on 0345 601 7188 during our opening hours. Calls will be recorded for staff training and quality control purposes.
- 3.4 When you make a booking with us you must be at least 18 years of age at the time of booking, and have the authority and permission to book on behalf of all others in your party where you are booking on behalf of a group. You confirm that you have the authority to accept, and do accept, on behalf of your party these Terms, together with any terms and conditions of other suppliers or conditions of carriage that may apply, which constitute the entire agreement between us.
- 3.5 We will only deal with the lead booking name in all subsequent correspondence and dealings, and this means that you are responsible for making all payments due, ensuring the accuracy of all personal details and other information supplied in respect of yourself and your party, notifying us of any changes, amendments or cancellations and for receiving correspondence and keeping your party informed about the booking and any changes to it.

#### 4. Travel booking exclusions

- 4.1 Certain bookings cannot be made through the Black Account Travel Service as they cannot be made through a travel agency. This includes, but is not limited to:
- 'Direct sell' tour operators (e.g. Trailfinders, E-Bookers, Center Parcs).
  - Non-UK based low cost airlines and Ryanair.
  - Car hire bookings of longer than 28 days.
  - Tickets for certain ferry journeys.
  - Accommodation such as:

- Caravans and selected camp-sites.
  - Rental properties (such as privately owned apartments, flats, etc.), unless able to be booked with a tour operator.
  - Non-sleeping rooms (such as conference or meeting rooms).
  - Health spas and health farms which do not accept bookings through travel agencies.
  - Hotels which do not accept bookings through travel agencies.
  - Rooms which are part of a block held by another company for conventions, special groups and/or incentive programmes.
  - Rooms held by companies on a semi-permanent basis for use by their employees.
- 4.2 We are currently unable to arrange travel into Cuba, North Korea, Sudan, Syria and Iran. This list may change and we will let you know if that is the case before making a booking.

#### **5. Travel discount exclusions**

The following bookings may be made via the Black Account Travel Service however, the Black Account Travel Service discount will not apply to:

- 5.1 Bookings for Black account holders' relatives, friends, associates or others, unless the Black account holder is a member of the travelling party.
- 5.2 Ski packs, fuel supplements, airport passenger duty, travel insurance, scheduled flights, low cost flights, any extra/optional travel services not booked at the same time as booking your main package holiday/charter flight/cruise holiday, and any services booked or purchased whilst at the holiday resort.
- 5.3 Tour operator funded loyalty discounts (e.g. P&O's Peninsular Club).
- 5.4 Tour operator direct promotions (e.g. Sandals 2for1), which cannot be booked through a travel agency.
- 5.5 Any price that you may be able to obtain directly from a tour operator or other supplier (e.g. an airline, hotel, car hire company, airport parking company or other travel company).
- 5.6 Any amount in excess of the published base price of the eligible travel, including:
  - (a) Surcharges, taxes, supplements, excess baggage charges, pre-paid ticket charges, insurance, flight/room/board upgrades, in-flight meals, transfers, excursions, extra leg room, children's club.
  - (b) Optional products or services not booked through the Black Account Travel Service, for example upgrades.

## **6. Insurance**

Adequate travel insurance is recommended, and you are responsible for ensuring this. You must ensure that the insurance cover you purchase is adequate for your needs and will cover you for any potential risks that you might encounter while you are travelling. Please read your policy details carefully and take them with you on your holiday.

Your insurance should cover the cost of cancellation of your travel arrangements by you, and assistance (including medical costs and repatriation) in the event of accident or illness overseas, as well as compensating you for permanent injury, death, delays or loss of baggage and personal possessions. It is your responsibility to comply with the insurance company's requirements and you must disclose to the insurance company any relevant information such as pre-existing illnesses.

## **7. Special requests and medical problems**

If you have any special requests, you must advise us at the time of booking. If you are booking online, you will need to call Membership Services to discuss your requirements prior to booking. Although we will pass any reasonable requests on to the relevant supplier, we cannot guarantee any request will be met. We cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request.

If you or any member of your party has any medical problem or disability which may affect your arrangements, please tell us before you confirm your booking. If a supplier reasonably feels unable to properly accommodate the particular needs of the person concerned, it may reserve the right to decline their booking. We will not be liable to you in the event that you fail to disclose any relevant medical problem or disability and you subsequently suffer loss as a result where we or our suppliers are unable to accommodate your particular needs or requirements.

## **8. Passports, visas and health requirements**

You are responsible for ensuring that you hold a valid passport, visa and any other requirements for your proposed destination, and you should confirm these with the relevant embassy and/or consulate of the country/countries you are visiting. You are also responsible for ensuring that you are fit to travel and have taken the appropriate steps to ensure you have had all the necessary vaccinations and inoculations prior to departure. Requirements may change and you must check the up to date position in good time before departure. We cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the embassy or consulate of the country/countries to, or through, which you are intending to travel.

## **9. Data protection**

We are the data controller for the personal data we collect directly from you. We will only use your personal data as set out in our Privacy and Cookies Policy visit [membershipebenefits.natwest.com](http://membershipebenefits.natwest.com).

## 10. Complaints

- 10.1 If you have a problem during your holiday, please inform the holiday provider immediately. They will endeavour to rectify the situation and put things right.
- If the holiday provider cannot resolve the problem to your satisfaction, you should contact us by telephoning the Black Account Travel Service on + 44 (0)800 917 3675 so that we can liaise with the holiday provider on your behalf to resolve the situation. It is important that you make the complaint at the earliest opportunity whilst you are on holiday so that we can fully investigate the situation and attempt to put things right. If you fail to follow this procedure and you make a complaint upon your return instead, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract and the way your complaint is dealt with.
- 10.2 If your complaint is not resolved locally, please follow this up within 28 days in writing. Your letter or email should provide your booking reference, telephone number, a concise summary of your complaint and all other relevant information. This will assist us to quickly identify your concerns and speed up our response to you. Write to:
- Customer Relations Manager  
NatWest Black Account Travel Service  
Affinion International Travel Limited  
Kettering Parkway  
Kettering  
Northants  
NN15 6EY
- or submit via email to [customerservices@natwestblacktravelservice.com](mailto:customerservices@natwestblacktravelservice.com)
- 10.3 We are a member of ABTA, and we are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. Any dispute or claim that cannot be settled between us can therefore be referred by you to an ABTA arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. This scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. Outside this time limit

arbitration under the scheme may still be available if we agree, but the ABTA Code does not require such agreement from us. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com)

#### 10.4 The EC Online Dispute Resolution Platform

You also have the option to register your complaint using the European Commission Online Dispute Resolution (ODR) Platform. This is a web-based platform that is designed to help consumers who have bought goods or services online to deal with issues arising from that purchase. Complaints submitted to the platform will be dealt with by approved ADR providers. You can access the platform at the following website address: <http://ec.europa.eu/consumers/odr/>

### 11. The law that applies to these terms

These terms and any contract you have with us are governed by the laws of England, and the English courts shall have jurisdiction over any disputes arising between you and us that are not resolved by other means.

Where your contract is with a supplier, this contract may be subject to local law and jurisdiction. Further details will be provided in the supplier's terms and conditions.

## WHERE WE ACT AS ORGANISER

### 12. Information

Prior to the entry into of any contract between us we will provide you with all the information set out in Schedules 1 and 3 of the Regulations where applicable to the package. Once your contract is booked you will receive confirmation of your booking along with all the information in Schedules 1 and 5 of the Regulations.

### 13. Payment

- 13.1 Bookings cannot be confirmed until we receive payment of either a deposit or the full balance. You will be advised at the time of booking if payment of a deposit or the full balance is required. If a deposit is taken, payment of the balance will be due 14 weeks prior to your departure date, unless stated otherwise at the time of booking. If the balance is not paid in time, we reserve the right to cancel your travel arrangements and retain any deposit paid by way of cancellation charge.
- 13.2 Payments may be made by debit card or credit card. If the booking is made via telephone through Membership Services, payment by cheque is also available. We are unable to accept any form of payment using tour operator/travel agency/airline or promotion vouchers.
- 13.3 We reserve the right to increase, decrease or correct errors in advertised prices, or to change any of the information contained on our website, before your booking is confirmed. You will be advised of the current price of the holiday that you wish to book, and any special conditions attached to it, before your booking is confirmed.

- 13.4 A booking is made and a contract comes into existence with us when the required payment has been secured by the Black Account Travel Service and a confirmation invoice and a travel summary in accordance with Schedules 1 and 5 of the Regulations has been issued to you by post. It is important that you check the details on the confirmation invoice carefully. Please let us know of any incorrect or incomplete information immediately, as it may not be possible to make changes later. Please note that we reserve the right to refuse a booking at our discretion without giving any reason for such refusal. In such circumstances, any payment received by us will be returned to you.
- 13.5 Should the price of the holiday increase after your booking we will tell you at least 20 days prior to the start of your holiday. Any price increase will be a result of (a) fuel or other power source price changes; (b) the level of taxes or fees charged by third parties; and/or (c) exchange rates relevant to the package.
- 13.6 Where the price increase exceeds 8% of the total price of your holiday you will have the right to cancel the holiday booking if you wish and receive a refund less our reasonable administration costs.
- 13.7 Where the costs of any of the items specified in clause 13.5 above reduces, we will reduce the price of your holiday accordingly and an appropriate refund will be made (again, less our reasonable administrative costs).

#### **14. Our responsibility for your booking**

- 14.1 If the contract we have with you is not performed with reasonable skill and care by us or our suppliers (provided that our employees were acting within the course of their employment, or our agents and/or suppliers were carrying out work they had been asked to do), we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However, we will not be liable where any failure in the performance of the contract is due to:
- any act or omission on your part, or any other member of your party;
  - any act or omission of a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable;
  - unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
  - an event which we or our suppliers, even with all due care, could not foresee or prevent.
- 14.2 Our liability, except in cases involving death, injury or illness resulting directly from the services provided as part of your holiday, shall be limited to a maximum of three times the cost the person affected paid for their holiday (not including insurance premiums and amendment charges). Except in the case of a package

holiday, our liability will also be limited in accordance with and/or in an identical manner to:

- the contractual terms or 'conditions of carriage' of any company that provides the transportation for your travel arrangements or supplies other services such as accommodation or activities. These terms are incorporated into this contract and may limit or exclude liability. Copies can be obtained from our offices or from the relevant supplier; and
- any relevant international convention relating to carriage by aircraft, ship, train, coach or other such transportation service. International conventions which may apply include: in respect of carriage by air, the Montreal Convention 1999 or the Warsaw Convention 1929 (including as amended by the Hague Protocol of 1955 and by any of the Montreal Additional Protocol of 1975); in respect of carriage by sea, the Athens Convention 1974; in respect of rail carriage, the Berne Convention 1961; in respect of carriage by road the Geneva Convention 1973; and in respect of provision of accommodation the Paris Convention.

The terms of these conventions may limit or exclude the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all of the benefits of any limitation of compensation contained in these or any other applicable conventions. Copies of the relevant conventions can also be obtained from our offices.

- 14.3 Once we have made any payment due to you as set out above, you agree that you will transfer to us any legal rights that you may have against any supplier or third party, and that you will cooperate fully with us if we or our insurers wish to enforce those rights. In the event that we recover more than we have paid you (together with our costs in recovering this money) then we will pay the excess to you.

## 15. Your conduct

- 15.1 When you make a booking through us, you accept responsibility for the proper conduct of all members of your party during your stay. We reserve the right at any time to terminate the travel arrangements and/or cease to deal with any party member(s) whose behaviour is such, in the reasonable opinion of us or our suppliers, as to cause or to be likely to cause danger, upset, offence, disruption or distress to anyone else or damage to property. Full cancellation charges will then apply and no refund will be given. Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation and return transportation arrangements) you may incur as a result of your travel arrangements being terminated, including your return home. You must also pay us for the full amount of any claim (including all



legal costs) made against us by the relevant supplier or any third party as a result, including but not limited to any damage to property. Criminal proceedings may also be instigated.

- 15.2 You have the right (up to seven days prior to the holiday commencing) to transfer the contract to another person by giving us notice in writing of the transfer. We may charge a reasonable administrative fee for such transfer.

#### **16. If you cancel your booking**

- 16.1 You may cancel your travel arrangements at any time. As the lead passenger on the booking, you must telephone Membership Services as soon as possible to cancel. Cancellation will take effect from the day we are notified. Please also return any travel documents, including airline tickets, as soon as possible, as we may not be able to provide you with any refund until we have received these from you.
- 16.2 Since costs are incurred in cancelling your travel arrangements, you will have to pay any reasonable and justifiable termination fee based on the price of the package minus any cost savings and income from alternative deployment of the travel service. Any travel service discount you may be entitled to for bookings will not apply to cancellation charges.
- 16.3 Please note, however, that higher cancellation charges may apply to some arrangements. For example, some airlines require the full cost of a flight to be paid when a booking is made and this may not be refundable if you cancel. Please enquire for details of applicable cancellation charges at the time of booking.
- 16.4 Please note that if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges and it is therefore recommended that you take out appropriate insurance to cover against such loss of deposit and/or cancellation fees.
- 16.5 Only if you cancel as a result of unavoidable and extraordinary circumstances will we refund the price of the holiday in full. In such circumstances no compensation shall be paid to you.

#### **If you fail to show up for a scheduled flight**

- 16.6 In the event that you or any member of your party fails to show up for a confirmed scheduled flight which has been booked through the Black Account Travel Service on its own or as part of a package, we may, at our discretion, apply to the airline to recover any tax refund that may be due as a result of the no show. In the event that we do recover such sums we will remit that balance to you after deducting a sum to cover our reasonable costs and expenses. That deduction will be 10% of the net amount recovered from the airline, subject to a minimum of £10. Accordingly where the amount we recover is £10 or less we will be unable to remit any balance to you

**17. If you change your booking**

- 17.1 If you want to change any part of your holiday arrangements in any way after the confirmation invoice has been issued, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be made by the person who made the booking by telephoning Membership Services. You will be asked to pay any costs that our suppliers incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and therefore you should contact us as soon as possible about any changes.
- 17.2 Please note that certain travel arrangements, including scheduled airlines and Apex Tickets, may not be changeable after a reservation has been made, and therefore any alteration request (including a name change) may be regarded as a cancellation and re-booking, incurring a 100% cancellation charge in respect of that part of the arrangement.

**18. If we want to change or cancel your booking**

- 18.1 We hope and expect to be able to provide you with all the travel services we have confirmed to you at the time of booking but please bear in mind that these are provided by independent suppliers over whom we have no direct control. On occasions changes do have to be made, and we reserve the right to make these. Most of these changes are minor and we will advise you of them wherever possible. Examples of minor changes include alteration of any outward or return flight by less than 12 hours, changes to aircraft type, change of your accommodation to another of the same standard, temporary withdrawal of facilities or seasonal unavailability of amenities.
- 18.2 If we are required to change your travel service(s) in what we consider to be a significant way we will endeavour to advise you as soon as reasonably possible. Significant changes include (but are not limited to) a significant change of destination; a change in accommodation to that of a lower category; a change in the time of your departure or return flight by more than 12 hours; a change of UK departure airport (excluding changes between London airports). In the case of such a change before your departure we will provide you with three alternatives:
- alternative travel services of comparable standard and price, if available;
  - alternative travel services of a lower standard together with a refund of the difference in price; or
  - you may cancel your holiday with a full refund of all monies paid within 14 days.
- In the event that you choose an alternative arrangement, these Terms will still apply to that alternative booking.

- 18.3 Where a holiday that we have packaged has been booked with us, you will also be entitled to minimum compensation as detailed below unless the change occurs as a result of circumstances beyond our control.

Period before departure within which a significant change is notified to you	Compensation Per Person
More than 98 days:	NIL
98 - 43 days:	£10
42 - 29 days:	£20
28 - 8 days:	£30
7 - 0 days:	£40

Any children not paying the full adult fare will receive 50% of these amounts.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

#### Changes due to circumstances beyond our control

- 18.4 We will refund you but not be liable to pay any compensation if we are forced to cancel or in any way change your travel arrangements as a result of unusual or unforeseeable situations beyond our control, the consequences of which could not have been avoided even with all due care. These can include, for example, war or threat of war, riots, industrial disputes, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport, changes imposed by rescheduling or cancellation of flights by an airline or main charterer, and the alteration of the airline or aircraft type. Where circumstances such as these affect your arrangements, we will do our best to assist but we will not be liable to pay any additional costs which may be incurred. For example, if flights are cancelled because of a volcanic eruption, we will not be liable to pay the cost of additional accommodation or any other expense which you may incur before normal circumstances resume.

#### If we cancel your booking

- 18.5 We reserve the right in any circumstances to cancel your booking for any reason. However, we will not cancel your booking within 98 days of departure unless it is for a reason outside our control (see changes due to circumstances beyond our control above) or failure by you to pay the final balance on time. If we have to cancel your booking in circumstances other than your failure to pay we will offer you:
- alternative travel service(s) of comparable standard and price, if available;
  - travel service(s) of a lower standard and a refund of the difference in price; or

- a full refund of all monies paid within 14 days of cancellation

In the event that you choose an alternative arrangement, these Terms will still apply to that alternative booking.

- 18.6 Compensation as offered for 'significant changes' will also be paid unless the holiday is cancelled because you have failed to pay on time or as a result of circumstances beyond our control.

## 19. Your financial protection

We provide full financial protection where we provide a package travel contract under the Regulations. When you buy an ATOL protected air holiday package or Flight Plus arrangement from us you will receive a confirmation invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 9935. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)

Where you buy a package travel contract from us which does not include a flight, protection is provided by way of a bond held by ABTA. This means that if, in the unlikely event of our insolvency your travel arrangements cannot be provided, you will receive your money back or, if your stay has started, arrangements will be made for you to be able to continue as planned.

If your flight is sold as Agent of the Airline(s) named on the ticket this is not protected under the ATOL scheme. If you are holding a ticket on an airline which fails due to insolvency and has ceased flying then the money you have paid for your ticket(s) will be reimbursed from Affinion International Travel up to the value of £2,000 per ticket.

## 20. Flights

- 20.1 The information on our website ([membershipbenefits.natwest.com](http://membershipbenefits.natwest.com)) is our responsibility. It is not supplied on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under two years of age on the date of its return flight.
- 20.2 Flight times are given for guidance only. Where these change due to unavoidable and extraordinary circumstances no compensation will be provided. Otherwise appropriate compensation may be offered. If you purchase a return flight with a scheduled carrier then you must travel on the outbound leg of your flight. Failure to do so will result in the return leg (or any other remaining legs) being cancelled by the airline. Please note that you should check in as early as possible as flights cannot be held up for passengers arriving late and no responsibility will be accepted by us or the airline in such cases.

- 20.3 We have no control over the airlines' allocation of seats and if you have particular seat requests you should check in as early as possible.
- 20.4 A flight described as "direct" will not necessarily be non-stop. A non-stop flight is one where there is no need to change aircraft during the journey. A direct flight may require a change in aircraft. However, the flight number will remain the same from your point of origin to your destination.
- 20.5 In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating any flight booked with us. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check in or at the boarding gate. Such a change is deemed to be a minor change.
- 20.6 Under EU (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday cost from us. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount.

## **21. Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday or other travel services provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us and will be subject to the excursion providers own terms and conditions and to the law and jurisdiction of the country where the excursion or activity takes place. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

## **22. Prompt assistance**

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

## **23. Information**

Where we act as retailer you will receive the information specified in Schedule 1 and 3 of the Regulations prior to your booking either from us or the supplier. Once a contract has been entered into you will receive the information specified in Schedules 1 and 5 of the Regulations, again either from us or the supplier.

## **Where We Act As Retailer**

### **21. Payment**

- 21.1 Bookings cannot be confirmed until we receive payment of either a deposit or the full balance. You will be advised at the time of booking if payment of a deposit or the full balance is required. If a deposit is taken, payment of the balance will be due 14 weeks prior to your departure date, unless stated otherwise at the time of booking and subject to the terms and conditions of the relevant supplier. If the balance is not paid in time, we will notify the relevant supplier(s) and they may, subject to their terms and conditions, reserve the right to cancel your travel arrangements and impose cancellation charges (which may include the forfeiture of any deposit paid).
- 21.2 Payments may be made by debit card or credit card. If the booking is made via telephone through Membership Services, payment by cheque is also available. We are unable to accept any form of payment using tour operator/travel agency/ airline or promotion vouchers.
- 21.3 We reserve the right to increase, decrease or correct errors in advertised prices, or to change any of the information contained on our website, before your booking is confirmed. You will be advised of the current price of the holiday that you wish to book, and any special conditions attached to it, before your booking is confirmed.
- 21.4 A booking is made and a contract comes into existence with the relevant supplier(s) when the required payment has been secured by the Black Account Travel Service and a confirmation invoice has been issued to you by post. It is important that you check the details on the confirmation invoice carefully. Please let us know of any incorrect or incomplete information immediately, as it may not be possible to make changes later. Please note that we have no responsibility for any errors in documentation except where the error is made by us.

### **22. Our responsibility for your booking**

- 22.1 We shall be responsible for selecting the relevant supplier (with whom you have a contract) with reasonable skill and care. We do not accept liability for any information about the supplier and/or the travel services they provide that we pass on to you in good faith.
- 22.2 We will have no liability to you in relation to the provision of the services, save where you have suffered losses which are a foreseeable consequence of our breach of this duty. Where we have selected the supplier with due skill and care, we will have no liability to you for anything that happens on your holiday or the acts and/or omissions of the supplier.
- 22.3 If we are found liable to you on any basis our liability, except in cases involving death or injury caused by our negligence (or that of our employees acting in the course of their employment, or our agents and/or suppliers carrying out work

they had been asked to do by us), shall be limited to a maximum of three times the cost the person affected paid for their holiday (not including insurance premiums and amendment charges).

### **23. Your conduct**

The terms and conditions of the relevant supplier will normally state that they may terminate their contract with you, with no refund, if the behaviour of you or a member of your party falls below an acceptable standard. You will also normally be required to pay for any damage you cause. We are under no obligation to you in the event any such demands are made. Furthermore, you must also pay us for the full amount of any claim (including all legal costs) made against us by the relevant supplier or any third party as a result, including but not limited to any damage to property.

### **24. If you cancel your booking**

- 24.1 You may cancel your travel arrangements at any time. As the lead passenger on the booking, you must telephone Membership Services as soon as possible to request the cancellation. Cancellation will take effect from the day we are notified. Please also return any travel documents, including airline tickets, as soon as possible as we may not be able to provide you with any refund on behalf of our supplier(s) until we have received these from you.
- 24.2 Since costs are incurred in cancelling your travel arrangements, you will have to pay the applicable cancellation charges as set out in the terms and conditions of our relevant supplier(s) who are affected by your cancellation. These may be as much as 100% of the cost of the travel services. Any travel service discount you may be entitled to for bookings will not apply to cancellation charges.
- 24.3 Please note that if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges and it is therefore recommended that you take out appropriate insurance to cover against such loss of deposit and/or cancellation fees.
- 24.4 Insurance premiums and amendments charges are not refundable in the event of cancellation.

### **25. If you change your booking**

- 25.1 If you want to change any part of your holiday arrangements in any way after the confirmation invoice has been issued, for example your chosen departure date or accommodation, we will pass your request on to the relevant supplier, but it may not always be possible for them to make these changes. Any request for changes to be made must be made by the person who made the booking by telephoning Membership Services. You will be asked to pay any costs that the supplier(s) incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible with any changes.

25.2 Please note that certain travel arrangements, including scheduled airlines and Apex Tickets, may not be changeable after a reservation has been made, and therefore any alteration request (including a name change) may be regarded as a cancellation and re-booking, incurring a 100% cancellation charge in respect of that part of the arrangement.

**26. If the supplier changes or cancels your holiday before your departure**

We will inform you as soon as possible in the event that the supplier wishes to change or cancel your booking. We will not be responsible to pay any compensation following such a change or cancellation, nor shall we be liable for any amendment or cancellation fees you incur in terms of other arrangements you have made under separate contracts with third parties. Any entitlement to an offer of alternative travel services, compensation and/or a refund will be governed by that supplier's terms and conditions that govern your contract with them.

**27. Your financial protection**

Any financial protection which may apply to the holiday or travel services which you purchase will be provided by the supplier and not by us. Please note that not all travel services have the benefit of full financial protection. We will let you know more about this at the time of booking.



# Black Account Travel Money Terms

## 1. General

- 1.1 These Terms apply to Your Black Account Travel Money which entitles you to receive preferential exchange rates on commission free Travel Money with free home delivery or branch delivery.
- 1.2 You are eligible for Black Account Travel Money because you are a Black account holder. If your Black account is closed, this benefit will end immediately and you will not be entitled to preferential exchange rates on Travel Money with free home delivery or branch delivery.

## 2. How to order Travel Money

- 2.1 All orders for Travel Money should be made by either calling Membership Services on **0345 601 7188** between the hours of 8am and 10pm Monday to Friday and between the hours of 10am and 8pm Saturday and Sunday (excluding Christmas Day and Bank Holidays), or via: **natwest.com/blackaccountbenefits**. Our Minicom number is **0345 600 0512**. Please note that there are minimum and maximum limits on orders. For information please call Membership Services.
- 2.2 Once we confirm your order, you cannot cancel or amend it.

## 3. Delivery

- 3.1 You can order Travel Money up to 10 days in advance and choose a delivery date to suit you.
- 3.2 The Travel Money advisor will notify you of the cut off times for ordering Travel Money.
- 3.3 Delivery times are available from the Travel Money advisor.
- 3.4 Please note delivery times cannot always be guaranteed as there may be occasions when delivery is delayed due to situations outside our control such as severe weather conditions. Please refer to Membership Services for more information.
- 3.5 Saturday collections are available but cannot be guaranteed, i.e. if you request delivery for a Saturday it may arrive Saturday or Monday.
- 3.6 Payment will be taken at the time you order (from an accepted debit card or credit card). The Travel Money advisor will notify you if there are any credit card handling charges at the time that payment is taken for your order.
- 3.7 For home delivery, we deliver Travel Money to the registered payment card address and to addresses within the UK only.
- 3.8 For branch delivery, please check that your selected branch is open on the chosen delivery date. The branch opening hours are available from the Travel Money advisor.

- 3.9 If you are collecting your Travel Money from a branch you will need to provide photographic identification (driving licence or passport) and the credit card or debit card you used to purchase the Travel Money.
- 3.10 If you fail to accept delivery for any reason or if you fail to collect your Travel Money, and the Travel Money is returned to us we will provide you with a refund. However, the amount refunded to your credit card or debit card will be calculated at the rate of exchange applicable at the date of the refund, not the rate used at the time of your order. We reserve the right to make a charge for the delivery charge which we incurred.

#### **4. Customer Service**

- 4.1 If you have any queries/complaints, please contact Membership Services on **0345 601 7188** between the hours of 8am and 10pm Monday to Friday and between the hours of 10am and 8pm Saturday and Sunday (excluding Christmas Day and Bank Holidays). The Minicom number is **0345 600 0512**. We will try to respond to your complaint within 5 working days. If we are not able to respond to your complaint within 5 working days, we will send you an acknowledgement letter to keep you informed of the progress we are making. If you are 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  
Exchange Tower  
London  
E14 9SR**

You must contact the Financial Ombudsman Service within 6 months of receiving our response to your complaint. The Financial Ombudsman Service will not be able to help you unless you have first made your complaint to us.

- 4.2 Please note that your call may be recorded for quality and training purposes.

#### **5. Consumer Protection**

- 5.1 We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to customers if they are eligible and a regulated firm is unable to pay claims against it, usually if the firm stops trading or is insolvent. Compensation limits apply depending on the type of claim. You may be entitled to a maximum of 90% of the claim, without any upper limit. Most retail consumers (this includes private individuals and some small businesses) are eligible under the FSCS.
- 5.2 For further information on the terms governing compensation and details on how to apply please refer to the FSCS at [fscs.org.uk](http://fscs.org.uk)

## Section 2: Black Account Protection Benefit Terms

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# Black Account Home Emergency Service Terms

## Introduction

These Terms and Conditions apply to the Black Account Home Emergency Service, provided and underwritten by U K Insurance Limited. U K Insurance Limited (UKI) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

You are eligible to receive the Black Account Home Emergency Service because you are a Black account holder. If your Black account is closed, this policy will end immediately and you will not be entitled to use the Black Account Home Emergency Service.

## Commonly used words

Any word or expression that has a particular meaning shall appear in bold and have the same meaning given below.

**Authorised Repairer** – means a person, company or organisation appointed by us to temporarily or permanently rectify, repair or prevent further damage by making safe the **Emergency** where possible.

**Beyond Economic Repair** – means the point at which the cost of repairing the boiler/appliance exceeds the value of replacing the boiler/appliance. The decision will be based on our scale of valuations that take into account the age and type of the boiler/appliance.

**Emergency** – means an incident in the **Home**, which if not dealt with quickly will:

- (a) make the Home unsafe or insecure for its occupants; or
- (b) cause damage to the Home and its contents; or
- (c) leave the Home with a total loss of its **Main Source Of Heating**, lighting or hot or cold water.

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

**Home** – means your permanent, or secondary, private place of residence that you own in the United Kingdom including the Isle of Wight but excluding Northern Ireland, the Channel Islands, the Scilly Isles or the Isle of Man, including integral garage(s) used for domestic purposes. This does not include detached garages and outbuildings.

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

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

**Any references throughout the policy to we/our/us** – means U K Insurance Limited and all our agents.

**Any references throughout the policy to you/your** – means the holder of the Black account and/or any member of the Black account holder's family normally living at the Home.

### 1. What to do in the event of an Emergency at your Home

If you suffer an Emergency at your Home you should contact us on the following emergency telephone number – **0345 601 7188** (Minicom **0345 600 0512**). Telephone calls may be recorded.

We will then:

- (a) advise you how to protect yourself and the **Home** immediately when you call us;
- (b) organise and pay up to £750 including VAT, for the call-out of an **Authorised Repairer** (even if the request is subsequently cancelled by you), labour, parts and materials to carry out **Emergency Assistance** at the **Home**. Any sum over this £750 limit will be your responsibility to pay.
- (c) In the event of the **Home** becoming uninhabitable and remaining so overnight, we shall at your request arrange and pay up to £250 including VAT in total for:
  - (i) your overnight accommodation and/or
  - (ii) transport to such accommodation.
- (d) In the event of failure to the **Main Source Of Heating** or electricity supply that cannot be fixed within 12 hours of call-out, we will pay reasonable costs towards alternative heating equipment or a generator.

### 2. What is covered

**Emergency** incidents that will be covered by this policy are

- Vermin such as rats, mice, or wasps nests inside the **Home**
- Blockages in toilet waste pipes where there is only one toilet in the **Home**
- Plumbing problems related to leaking pipes, blocked drains, water tanks, or leaking radiators
- Failure of the **Main Source Of Heating**

- Gas or electricity failure within the **Home**
- Hot or cold water failure
- Loss of all keys required to access the **Home**
- Broken or damaged windows and doors presenting a security risk to the **Home**.

### 3. What is not covered

This policy is not a household building or contents policy or an equipment maintenance contract. It is a benefit provided under your Black account and can complement your household insurance policy, if you have one, providing benefits and services which are not normally available under such policies. We therefore recommend that you have a building insurance policy covering your Home and a contents insurance policy covering your possessions.

The following are excluded from this policy:

- (a) parts/appliances that are **Beyond Economic Repair** and the cost of replacing the central heating boiler, storage or panel heater or appliance;
- (b) any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of cylinders, tanks, radiators and sanitary ware;
- (c) burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap;
- (d) internal plumbing and drainage (other than domestic sanitary fittings, hot or cold water supply, storage and drainage systems for which you have the responsibility within the interior of your **Home**);
- (e) external water supply pipes;
- (f) boilers over 10 years old and/or with an output exceeding 75kw are not covered;
- (g) electrical wiring (other than the permanent electrical supply system in your **Home** supplying electrical power to internal wall sockets, switches, bulb sockets and fuse boxes which are beyond the electricity company's supply meter);
- (h) replacement of light bulbs and fuses in plugs;
- (i) internal locks, doors, glass, or the locks, doors and windows to detached garages and outbuildings;
- (j) vermin outside the **Home** e.g. in garages and other outbuildings;
- (k) any loss or damage caused by rot, fungus, woodworm, beetles or moths;
- (l) breakdown or loss of or damage to domestic appliances or saniflow toilets and other mechanical equipment;
- (m) damage to boundary walls, hedges, fences or gates.

#### 4. General exclusions

We will not cover any of the following:

- (a) loss or damage arising from circumstances known to you prior to the start date of this policy;
- (b) any part of the central heating system, separate heating appliance or item not forming part of the **Main Source Of Heating**;
- (c) the cost of replacement parts due to natural wear and tear, gradual deterioration or from failure to carry out reasonable maintenance in accordance with any manufacturers instructions;
- (d) the cost of replacement parts due to your failure to maintain your **Home** to a reasonable standard;
- (e) loss or damage arising from the interruption or disconnection of the gas, water or electricity services to your **Home**;
- (f) costs of the restoration of any decoration, fixtures or fittings needing to be removed or replaced in the process of providing Emergency Assistance;
- (g) loss or damage, however caused, to personal items like paintings, electrical goods, jewellery, clothing, etc;
- (h) loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company;
- (i) any cost relating to the attempted repair of the damage or defect by you or any person authorised by you;
- (j) any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards;
- (k) any **Emergency** in a **Home** that has not been lived in by you or a member of your family or by any other person with your permission for more than 60 consecutive days;
- (l) the cost of repairing faults or damage caused by fire, lightning, explosion, earthquake, flood, storm, subsidence, heave or landslip, malicious damage, theft or attempted theft (except where in relation to locks, doors and windows), structural repairs, alteration, demolition or the use of defective materials;
- (m) any loss arising from movement caused by bedding down of new structures, demolition or structural repairs or alterations to your **Home**, faulty workmanship or the use of defective materials, or river or coastal erosion;
- (n) any expense, legal liability or any loss or damage to your **Home** directly or indirectly caused by terrorism, meaning the use of biological, chemical or nuclear

force or contamination by any person(s) or group(s) of persons, whether acting alone or in connection with any organisation(s) or government(s), whether or not committed for political, religious, ideological or similar purposes, including the intention to influence any government or to put members of the public at fear.

- (o) any loss or damage arising as a consequence of:
  - i) war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
  - ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
- (p) any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all;
- (q) any system, appliance, wiring or fixtures where replacement is only necessary to make it compliant with legislation, health and safety guidelines or British Standards;
- (r) adjustment of time and temperature controls and replacement of time controls.
- (s) any loss or damage caused by us in circumstances where:
  - i) there is no breach of a legal duty of care owed to you by us;
  - ii) such loss or damage is not a reasonably foreseeable result of any such breach; and
  - iii) there is an increase in loss or damage as a result of your breach of these Terms and Conditions.

## 5. General conditions

We will provide you with the Black Account Home Emergency Service provided you observe all the following general conditions.

- (a) All requests for Emergency Assistance must be made by calling **0345 601 7188** (Minicom **0345 600 0512**) within 24 hours of discovering the **Emergency**. If you contact an Authorised Repairer or other repairer directly the policy benefits will not apply.
- (b) If any loss, damage or expense included within this policy is also covered by any other insurance, maintenance contract, guarantee or warranty, we will not pay more than our share of the claim.
- (c) You must co-operate with us in obtaining reimbursement of any costs we incur under the Terms and Conditions of this cover, which may have been caused by the action of a third party against whom you have a legal right of action.



- (d) You must take all reasonable steps to prevent any loss, damage or breakdown and to maintain your **Home**, its systems and appliances in good repair.
- (e) Spare or replacement parts may not be from the original manufacturer and will not necessarily be a like-for-like replacement.

We cannot be held responsible for any delay in supplying spare or replacement parts that is outside of our reasonable control.

- (f) If you wish to contact us about any matter relating to the Black Account Home Emergency Service, you can write to us at:

**Membership Services**  
**PO Box 116**  
**Portsmouth**  
**PO3 5YW**

## 6. How to complain

If you wish to make a complaint, please write to us at the address below:

**Customer Relations Manager**  
**PO Box 300**  
**Leeds**  
**LS99 2LZ**

Or phone us on **0345 601 7188**.

If we cannot resolve the differences between you and us, you may refer your complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123.

## 7. The law that applies to this contract

If your address is in Scotland, Scots law applies to the contract between you and us. If your address is elsewhere, English law applies to the contract between you and us. The law which we take as the basis for establishing relations with you prior to the conclusion of the contract is the law of England (unless your address is in Scotland, in which case it will be the law of Scotland). The Courts of England and Wales shall have non-exclusive jurisdiction over any disputes arising between you and us that are not resolved by other means (unless your address is in Scotland, in which case the Courts of Scotland shall have non-exclusive jurisdiction). We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

## 8. 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 is your responsibility to make sure that the policy is right for you.

This product meets the needs of those who wish to ensure that they are covered in the event of experiencing an **Emergency**.

## 9. Details about our regulator

U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

## 10. Financial Services Compensation Scheme

We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to customers if they are eligible and a regulated firm is unable to pay claims against it, usually if the firm stops trading or is insolvent. Compensation limits apply depending on the type of claim. Non-compulsory insurance (e.g. home and general): maximum 90% of the claim, without any upper limit. Most retail consumers (this includes private individuals and some small businesses) are eligible under the FSCS. For further information on the conditions governing compensation and details on how to apply please refer to the FSCS at [fscs.org.uk](http://fscs.org.uk)

## Privacy Notice

This privacy notice tells you what we do with information we collect about you. It's relevant to anyone who uses our services, including policyholders, prospective policyholders, website users and beneficiaries under our policies, such as named drivers. We refer to all these individuals as “customers” or “you” in this notice.

### 1. Who “we” are

We are U K Insurance Limited (“we”, “us” or “our”). We underwrite this NatWest insurance policy.

### 2. What information do we collect about you?

Information collected from you & cookies policy

Where we have collected information directly from you it will usually be obvious what this is, as you will have given it to us. This might not be the case where we have used cookies to collect information from your computer or portable electronic devices. Please see our cookies policy for more information.

### Information collected from others

We can collect information about you from others. This includes information from:

- **Royal Bank of Scotland group of companies**, who we partner with to provide your insurance policy.

- **Joint policyholders or policy beneficiaries.** Where you are named on a joint policy or a beneficiary of that policy we may collect information about you from any named policyholder. We will ask them to confirm that they have your permission to give us this information about you.
- **Fraud prevention, law enforcement or government agencies and other data sources used to prevent or detect fraud or provide details to us about criminal convictions or offences.**
- **HM Treasury and other authorities in relation to regulatory issues** e.g. where someone is subject to a financial sanction they will appear on HM Treasury's asset freezing list.
- **Credit reference agencies** e.g. credit searches that are made when we produce a quotation for a new policy or at renewal. (Note that the results of these searches are automatically deleted after 12 months and do not affect your ability to obtain credit.) Please also see section 4 below.
- **External sources** such as **no claims discount databases**, the electoral role and insurance comparison websites to help us decide what the risk is in selling the policy **and from companies that hold information about insurance renewal dates, marital status, household residents, vehicle details, employment status and household income** to help us work out which information we should provide to you about our other products and services.

### Sensitive personal information

We collect information that is sensitive, such as information about children, health or geo-location (which may be sensitive personal information because, for example, it can pinpoint your location at a hospital), and information related to unspent past criminal convictions or offences. We also collect your sensitive personal information for specific types of policy or applications, for example when offering you a travel policy or a driving application e.g. Telematics. We obtain this from your mobile devices for driving applications and the following people:

- The main policyholder will provide most of the information we collect about health (including confirming whether hospital treatment is being sought) and unspent criminal convictions or offences, including on behalf of others named on the insurance policy e.g. medical screening to support a travel policy;
- Fraud prevention or law enforcement agencies may provide details to us about criminal convictions or offences;
- Witnesses to an accident may provide medical information to us if there is an investigation of a claim;
- We may use information about a child, for example, where the child is a beneficiary under a policy or if involved in an accident.

We collect and use this information as part of your insurance quotation or contract with us, or where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

### **3. What do we do with information we collect about you and why may we do this?**

We use your personal information in order to meet our obligations in our contract of insurance with you. We and other companies within our group of companies use your personal information in the following ways:

#### **A. Provide insurance services**

When you request us to provide you with a quote for one of our insurance policies or you purchase an insurance policy from us, we use information about you:

- To decide what the risk might be in selling you the policy, to quote for, and provide you with, a premium for that policy and any special terms that may apply to that policy (noting that we may use automated decision making to make this assessment - see section 9 overleaf);
- To administer your policy and monitor the payment of instalments if you pay your premium in this way;
- To contact you about the policy (e.g. for billing or renewal purposes); and
- To provide the agreed service if you make a claim (e.g. sending someone to assist you in a roadside breakdown situation or to provide you with medical assistance if you are injured or unwell when overseas).

We cannot provide the services unless we use the information about you in this way.

#### **B. Do what we are required to do by law**

As part of our duty as an insurer providing insurance services, sometimes we are required by law to use information about you:

- To help make sure our customers are being treated fairly (e.g. to assist our regulators where we have a legal duty to do so);
- To deal with complaints;
- To help prevent and detect crime (including, for example, the prevention or detection of fraud); and
- To comply with a legal or regulatory obligation.

We can use your personal information in this way because we are required to do so by law.

#### **C. Prevent fraud occurring**

Fraud has an impact on all customers as it increases costs for everyone. We use your personal information to check for signs that customers might be dishonest (e.g. if someone has behaved dishonestly in the past it may increase the risk they will do so in future).

We may use your personal information in this way because it is in our interests to detect fraud and in all our customers' interests to ensure that they are not prejudiced due to increased premiums as a result of a few customers acting dishonestly.

**D. Recover debt**

If you owe us money we will use your personal information to help us recover it.

We can use your personal information in this way because it is a necessary part of the contract of insurance. We need to ensure that premiums are paid so that the majority of our customers do not suffer (e.g. through increased premiums) due to the actions of a small minority of customers.

**E. Where your or another person's life may be at risk**

We will use your personal information to assist where your or another person's life or health is in danger and obtaining your permission is not possible (e.g. arranging emergency medical treatment in a remote location).

**F. To administer and improve our services**

To administer our services we will share information with others (including to people or organisations that may be based overseas):

- In order to enable us to process your claim or administer your insurance policy more cost effectively;
- To help develop our products, services and systems to deliver you a better sales and claims experience in the future; and
- To understand how our prospective customers make decisions about which insurance policy is the optimal policy.

We may also process your personal data to better understand you as a customer, including to determine how best to retain your custom, and to ask you to provide feedback on the service we provide to you.

We can use your personal information in this way because it is in our legitimate interests to provide the services in the most efficient way. We will always ensure that we keep the amount of your personal information that we collect and the extent of any processing to the absolute minimum to achieve this efficiency.

**4. Who do we share your personal information with and why do we do it?**

We may share your personal information with third parties and other companies within our group of companies for the purposes mentioned in section 3 above. A list of our group companies can be found at [www.u-k-insurance.co.uk/group-companies.html](http://www.u-k-insurance.co.uk/group-companies.html). Alternatively, you can contact the Data Protection Officer for a list of them. Please see section 10. You should make sure everything you tell us is correct because your records may be checked in the following circumstances:

- When you apply for insurance, financial services, or work;
- By police and other law enforcement agencies.

In particular we share information with:

- **Royal Bank of Scotland group of companies**, we will provide them with information about your insurance policy, premium and claims history.
- **Fraud prevention agencies that provide databases and services**, such as CIFAS, National Hunter, SIRA and ENI, to prevent or detect fraud.
  - Fraud prevention agencies will process this personal information in order to assist our prevention of fraud and money laundering, and to verify your identity and may also process your personal information in order to prevent fraud and money laundering by other people.
  - Fraud prevention agencies will hold your personal information for up to 1 year, or up to 6 years if you're considered to pose a fraud or money laundering risk.
  - If we or a fraud prevention agency determine that you pose a fraud or money laundering risk, we may refuse to provide the services and / or financing you have requested.

A record of this risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services or financing to you. If you have any questions about this, please contact the appropriate fraud prevention agency.

- **Law enforcement or government agencies** we and fraud prevention agencies may permit law enforcement or government agencies to access and use your personal information, if they request it.
- **Credit reference agencies** help us decide whether to offer you credit if you choose to pay your premium by instalments. We share this information when you first take a policy with us and at each renewal. We may exchange your personal information with credit reference agencies to reflect your credit application (as payment by instalments means that there will be a credit agreement between us). We will let you know before we do this. This will be visible to other credit providers. Failure by you or anyone who pays for your policy to keep up the monthly payments due under your credit agreement will be reflected in your credit score, not theirs. The identities of the credit reference agencies and the ways in which they use and share personal information are explained in more detail at [www.experian.co.uk/CRAIN](http://www.experian.co.uk/CRAIN). Alternatively, you can call us and we will send you a copy.
- **Your spouse or partner** who calls us on your behalf, provided they are named on the policy. Please tell us who they are when you take out your 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, but only with your permission. If at any time you would prefer us to deal only with you, please let us know.

- **Other insurance companies** to help settle any insurance claim or to verify that the information you have provided is correct (e.g we will check the amount of No Claims Discount you have told us with your previous insurer).
- **Insurance industry bodies** such as The Motor Insurance Database to meet our obligations under the Road Traffic Act.
- **Insurance industry databases**, such as the Claims and Underwriting Exchange where you make a claim so that insurers can check that your claims history is correct, the Insurance Fraud Register and, for commercial policies, the Employers' Liability Tracing Office.
- **Government bodies**, such as the Driver and Vehicle Licensing Agency.

#### 5. Will we send your personal information overseas?

We may send your personal information overseas to any part of the world. The protections given to your personal information in other parts of the world will often not be as strong as in the UK. Where possible, we will put in place agreements with the people we send your personal information to, to require them to treat your personal information with the same protections that we apply ourselves. Our agreements may include standard terms provided by the EU called EU Model Clauses or may require the other party to be signed up to government standards that are recognised as providing the right level of protection such as "privacy shield" in the USA. But it is possible that regardless of what is set out in the agreement this would not stop a government in any part of the world from accessing your personal information, as they can often have power to overrule any agreements we make.

In some cases we might need to share information to carry out the services we have promised to carry out, for example if you require urgent assistance abroad. In such an urgent situation we may not always have the time to put in place the type of agreement we would normally want to.

#### 6. How long may we keep your personal information for?

We are only allowed to keep your personal information if we need it for one of the reasons we describe in section 3 overleaf.

As a general rule, we will keep it for 6 years from the end of your relationship with us, as it is likely that we will need the information for regulatory reasons or to defend a claim. For example, should you wish to bring some form of legal action relating to your relationship with us, this would generally need to be done within 6 years from the end of that relationship. However there may be exceptions where we need to keep your personal information for longer, such as where a claim has involved a minor.

We will also retain data in an anonymous form for statistical and analytical purposes, for example, to assess risk of flood damage occurring.

## 7. When can you ask us to stop using your information?

If we rely on your consent to collect and process your personal information, you can ask us to stop using your personal information at any time by withdrawing that consent and we will stop using your personal information for those purposes. We may rely on your consent to tell you about products or services which may be of interest to you or to use computers to make decisions about you to improve our services or develop our products (see section 9).

At any time, you can tell us to stop using your personal information to tell you about products or services that may be of interest to you or allowing computers to make decisions about you in order to improve our services or develop our products (see section 9). To find out how to do this, see section 10.

## 8. What happens if you don't give us some of your personal information?

Where you do not provide the personal information we need in order to provide the service you are asking for or to fulfil a legal requirement, we will not be able to provide the service that you are asking us to give you.

We will tell you about why we need the information when we ask for it.

## 9. When do we use computers to make decisions about you?

We will collect information about you and put this into our computer systems. The computer systems will make certain automated decisions about you which will be based on comparing you with other people. This will have an impact in terms of the level of premium or product that we offer to you or the products or services that we decide to tell you about. We may also use automated decision making to conduct an identity verification check.

For example, if you are under 25 years of age, the computer system may determine that you are more likely to have a car accident. This is because the computer system has been told that more people aged under 25 have car accidents. Another example is that, if you are under 25, the computer system may determine that you are going to be interested in a travel policy which covers high risk activity, such as skiing. Therefore, we would proactively seek to tell you about such policies as we would consider them to be of interest to you.

This is important because:

- **In providing insurance services** it helps us decide what price you should pay for your policy and understand any risks associated with that policy;
- **In identity verification** it helps us to check that you are who you say you are and to prevent others from imitating you;
- **In selling you other products** it helps us decide which other products might be useful to you.



We also use computer systems to carry out modelling. Sometimes using your personal information and sometimes using data in anonymised form. We conduct this modelling for a variety of reasons, for example, for risk assessment purposes to make decisions about you, such as your likelihood to claim. However, we may also use your personal information in that modelling to make decisions about how we improve and develop our products and services, or our pricing and underwriting, or to better understand how our prospective customers make decisions about which policy is the optimal policy (i.e. we are not making decisions directly about you).

#### **10. How to contact us about this privacy notice**

Our Data Protection Officer is in charge of answering questions about this privacy notice or your requests to exercise your rights which are set out below. The Data Protection Office may be contacted at U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

**You may contact us at the address above for one or more of the following reasons:**

To ask us to fix information about you that is wrong or incomplete, or to delete personal information about you (the so-called “Right to be Forgotten”).

To tell us you no longer agree to, that you object to, or that you wish to restrict us using information about you and ask us to stop.

A right of access, namely to ask us to provide you with a copy of all of the personal information that we have about you. To receive this information please write to the Data Rights Team, U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

A “data portability” right, namely to obtain and reuse the information that you have provided to us for your own purposes across different services. You may ask for this information to be provided directly to you or directly to another organisation. We will provide the information in a machine readable format so that another organisation’s software can understand that information.

To ask us not to use information about you in a way that allows our computer systems to make decisions about you (as explained in section 9).

Sometimes we will not be able to stop using your personal information when you ask us to (e.g. where we need to use it because the law requires us to do so or we need to retain the information for regulatory purposes).

In other cases, if we stop using your personal information, we will not be able to provide services to you, such as administering your insurance policy or servicing your claim.

We will tell you if we are unable to comply with your request, or how your request might impact you, when you contact us.

### Complaints

If you have any concerns about the way in which we are using your personal information, please contact our Data Protection Officer in the first instance and we will endeavour to resolve your concern. However, you do also have the right to complain about how we treat your personal information to the Information Commissioner's Office ("ICO"). The ICO can be contacted at:

ICO website: <https://ico.org.uk/global/contact-us/>

ICO telephone: **0303 123 1113**

ICO textphone: **01625 545860**

# Black Account Mobile Phone Insurance Terms

## 1. Introduction

This Mobile Phone Insurance policy is automatically provided as a benefit of you being a Black Account holder (“you, your”).

Please take a few moments to familiarise yourself with the content of this policy document and then keep it in a safe place for future reference. If you have existing policies that give the same cover elsewhere, you’ll need to consider whether you may be paying for duplicate cover. If you fail to comply with these terms and conditions, we may refuse cover in the event of a claim.

American International Group UK Limited (“AIG UK”)(“we/us/our”) are the insurer of this policy and are liable to you under the terms and conditions of this policy. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN 781109). This can be checked by visiting the Financial Services Register (<https://register.fca.org.uk>). AIG UK is registered in England: company number 10737370. Our registered address is The AIG Building, 58 Fenchurch Street, London EC3M 4AB. We have appointed Brightstar Insurance Services, B.V. UK Branch (“Brightstar”) to act on our behalf as our agent to help us administer your policy and deal with claims. Brightstar is registered in the Netherlands: company number 8522597496 and authorised by the FCA (FRN 610709). Brightstar’s registered address in the UK is 11 Old Jewry, London EC2R 8DU.

## 2. Registering your phone

You’re automatically covered by this policy. However, it’ll be quicker and easier to make a claim if you register your phone and its IMEI number with us in advance. You can find your IMEI number on the box or receipt for your phone, or by dialing \*#06# on your phone’s keypad. If you wish to register your phone, go online at [www.natwest.com/benefits](http://www.natwest.com/benefits).

## 3. Period of Cover

Your cover will begin as soon as your Black Account has been opened. Your cover will end if any of the following conditions are met:

- a. Your Black Account is closed;
- b. You are no longer a United Kingdom (UK) resident (meaning that your main home is no longer in England, Scotland, Wales or Northern Ireland);
- c. NatWest removes this cover as a benefit of the Black Account in accordance with your account terms.

#### 4. What is covered?

- a. This cover is for the phone you use on a daily basis and, if applicable, the phones used on a daily basis by your partner (who lives with you in a domestic relationship, whether married or cohabiting) and/or your children under 18 years of age who live at home with you (or under 23 if still in full time education and living at home with you outside of term time). References to you or your phone throughout these terms and conditions include (where relevant) these individuals and their phones.

There is no cover for phones that are owned by your employer.

- b. Cover applies worldwide, but we can only arrange a replacement phone or a repair when you are back in the UK.
- c. You will be able to make a **maximum of four approved claims** across all phones covered by this policy, for incidents reported to Brightstar in any 12 month period.
- d. You will pay a contribution of **£100** for each approved replacement claim (the “Replacement Excess”) and **£50** for each approved repair claim you make (the “Repair Excess”). The applicable excess will be collected from you by Brightstar before we replace or repair your phone. If you paid the Repair Excess and your phone is not repairable, is ineligible for repair, or we determine that a replacement is necessary, we will inform you that a replacement phone will be provided to you upon payment of a £50 Claim Conversion Fee. If you do not pay the Claim Conversion Fee, the phone will not be replaced. It will be returned to you by mail (if you originally mailed in your phone), or will be made available to you for collection at the authorised repair agent and the Repair Excess will be refunded to you.
- e. Cover is limited to phones that:
- have a screen size of less than 7 inches (measured diagonally);
  - are the manufacturer’s standard design and specification;
  - cannot be used as a satellite phone; and
  - have not been manufactured wholly or partly from precious or semi-precious metals, stones or crystals.

#### 5. What we will do

- a. If, during the period of cover, your phone is lost or stolen, we will, through our agent Brightstar, provide you with a replacement phone.

- b. If, during the period of cover, your phone is damaged or suffers a breakdown due to an internal fault which occurs after the manufacturer's warranty has expired, we will either provide you with a replacement phone or will arrange for your phone to be repaired, (if the repair option is available). This will be discussed with you when you make your claim.
- c. If we replace your phone, we will provide you with a refurbished model. Refurbished replacement phones will have genuine manufacturer parts and be in an 'as new' / 'Grade A' condition. The replacement phone comes with a 12-month warranty provided by Brightstar.
- d. If the standard accessories supplied with your phone and/or any case, charger, screen protector and/or memory card are lost, stolen or damaged at the same time as your phone, we'll pay their replacement value up to a maximum of £250 per claim.

#### **6. What is not covered?**

- a. Theft or loss of your phone where the circumstances of the claim suggest you have deliberately put the phone at risk.
- b. Theft from an unattended vehicle unless the vehicle was locked with security systems activated and the phone concealed from view in an enclosed storage compartment, such as boot, luggage space or glove box.
- c. Any claim where you do not provide the IMEI number or the IMEI number you provide is currently recorded as lost or stolen.
- d. Any claim for phones other than the ones used on a daily basis by you, your partner and/or your children as described in section 4 above.
- e. Any claim for a phone owned by your employer.
- f. Information stored on the phone such as photos, data, apps and music and/or the recompilation, reinstallation or retrieval of data.
- g. Any loss related to you being unable to use your phone.
- h. Cosmetic enhancements you have made to your phone, for example plating or embellishment with precious metals, stones or crystals.
- i. Any costs you have to pay due to unauthorised use of your phone.
- j. Financial loss you suffer because of your phone being used to access your bank account or mobile wallet, including the unauthorised use of contactless payment methods attached to your phone.
- k. Cosmetic damage to the surface of the phone such as scratches and dents that don't affect how the phone works.

- l. Any claim following damage or breakdown:
  - (a) you've caused deliberately;
  - (b) caused by having the phone repaired by someone other than the manufacturer or one of their authorised repair agents;
  - (c) caused by technical modifications made to the phone by someone other than the manufacturer;
  - (d) caused by misuse or failure to follow the manufacturer's instructions; or
  - (e) caused by a virus or the use of software or accessories not approved by the manufacturer.
- m. Any damage or breakdown that is covered by either the manufacturer's warranty or the replacement phone warranty provided by Brightstar as part of a previous claim. Or a claim that is the result of a manufacturer's defect or recall of your phone.
- n. Any claim caused because of your phone being confiscated by an authority such as the police or border control.
- o. Any claim where you have failed or refused to provide documents or other information necessary to support and/or verify your claim.
- p. Any losses caused directly or indirectly by circumstances beyond our control as the situation was abnormal or unforeseeable (for example, due to terrorist activity or industrial action).

## 7. Making a Claim

Please contact Brightstar as soon as reasonably practicable after you discover theft, loss, damage or breakdown of your phone.

Brightstar can be contacted as follows:

- **Online:** [www.natwest.com/benefits](http://www.natwest.com/benefits)
- **Call:** 0345 601 7188

(Lines are open Monday to Friday 8am – 8pm, Saturday 9am – 6pm, and Sunday 10am – 5pm. Bank Holidays will be opened during the same hours noted, excluding Christmas Day and New Year's Day.)

- **Write to:**  
 NatWest Insurance Services  
 Brightstar  
 Claims Department  
 Weston Road  
 Crewe  
 Cheshire  
 CW1 6BU

- a. You must pay the excess (as set out in section 4) before Brightstar will repair or replace your phone.
- b. If your phone is damaged or breaks down and you choose to replace it, it must be returned to Brightstar. You will need to hand it over when the replacement phone is delivered.
- c. Following loss or theft of your phone, you must notify your network provider as soon as reasonably practicable after the event so they can block your phone. Failure to notify your network provider of the loss or theft of your phone may affect your ability to make a claim under this policy.
- d. Your original phone will become Brightstar's property once a replacement phone has been issued. If a lost or stolen phone is then found, you must contact Brightstar immediately to arrange its return.
- e. You will need to confirm the IMEI number of your phone when making your claim. You can obtain this from your phone by dialing \*#06# on the phone's keypad. Alternatively, you can find it on the box your phone came in or on the receipt.
- f. If your phone has been stolen, you must report it to the police, and request a crime reference number as this report may be requested by Brightstar to validate your claim.
- g. If your claim is for damage or breakdown, before Brightstar can arrange repair or replacement of your phone, you must ensure any information, data, photos or apps are updated before disconnecting it from any external systems, data storage or security systems that it's linked to, such as Apple Find My iPhone or iCloud.

This process will be explained during the assessment of your claim and Brightstar will check that it has been disconnected before arranging your repair or replacement. No replacement phone will be issued if your phone is reconnected to any external systems.

- h. If your phone is being replaced, Brightstar will try to provide you with the same make and model of phone, although it may be a different colour. In the unlikely event that Brightstar's suppliers do not have your phone in stock, Brightstar will offer you an alternative phone. This will be at least the equivalent technical specification of your phone but may be a different make, model or operating system or have different features and functions.
- i. All replacement phones that are refurbished models will come with a 12-month warranty provided by Brightstar. In addition, there is a 24-month warranty on any repairs performed on your phone, provided by the repair agent. In the unlikely event that your replacement phone develops a fault, please contact Brightstar on 0345 601 7188. The team will guide you through some checks

and if the issue cannot be resolved over the phone, they will arrange for your phone to be returned for repair. Phone repairs under this warranty do not affect your insurance claims limit and there is no excess to pay. Cover for breakdown under your insurance policy will resume when Brightstar's warranty expires.

- j. All stock that is refurbished uses genuine parts. It will have been refurbished by the manufacturer or a manufacturer accredited repairer and will be in an 'as new' condition, meaning it will be fully working with brand new cosmetic parts. In the unlikely event that the replacement phone you receive has cosmetic damage when you receive it, you must notify Brightstar within 72 hours of accepting the delivery. If you notify Brightstar later than this, they may deem the damage to have occurred after the phone was received by you. Cosmetic damage to the replacement phone Brightstar have provided you with is not covered under the warranty.
- k. Brightstar may ask you to provide proof of your ownership of the phone and other information, documents or receipts reasonably necessary to verify your claim.
- l. We and Brightstar may share details of your claim with other insurance companies.
- m. You may be required to provide information in writing and/or through a telephone interview with a claims investigator. You should refer to section 15 for further details on how we and Brightstar will use personal information.
- n. You will not be able to make a claim if the NatWest has suspended or restricted access to the benefits on your account, in accordance with your account terms.

## **8. Technical support set-up service**

Where the phone is replaced in accordance with these terms and conditions, you will be eligible for free technical support to help set up and get you started with the replacement phone. Brightstar can help you with the following:

- Initial set-up and walk-through of the replacement phone and its operating system;
- Set-up one web-based email account (excluding enterprise email) on the replacement phone; and
- Initial set-up of the app store relevant to the replacement phone and installation of one app that is free to use.

To take advantage of this service please call us on 0345 601 7188.



***Conditions for using the service***

- a. The service will be limited solely to the repaired or replacement phone.
- b. Your full use of this service is dependent on your operating system and access to a mobile/WiFi internet connection. Where an operation cannot be completed on the replacement phone, no alternative will be offered.
- c. By taking advantage of this service you agree to follow Brightstar's reasonable instructions, including any security instructions.
- d. No cash alternative is available to the service.
- e. We and Brightstar will not be liable to you for any economic loss, including but not limited to; mobile data charges, and/or loss or corruption of data arising from your use of this service.

**9. General Conditions**

- a. You cannot transfer your rights under this policy. A person, partnership (whether limited or not) or company who is not insured under the policy has no rights under this policy to enforce any of its terms whether under statute or otherwise.
- b. We will not provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that providing cover, payment of the claim or provision of such benefit would expose us, our parent company or our ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.
- c. We and Brightstar may take proceedings at our own expense and for our own benefit, but in your name, to recover any payment we have made under this policy.
- d. If, at the time of an incident which results in a claim under this policy, there is any other insurance covering the same loss, we and Brightstar are entitled to approach that insurer for a contribution towards the claim.
- e. Where you fail to co-operate or fail to provide Brightstar and us with information or documentation we and Brightstar reasonably require and this affects Brightstar's ability to process a claim or defend their interests, Brightstar will not pay the claim and will pass details to NatWest who may, at their discretion, close your Black Account.

**10. Changes to your policy**

We may, at any time and after taking a fair and reasonable view, make changes to your policy cover and/or terms and conditions of insurance to:

- a. reflect changes in our expectation of the future cost of providing cover and administering your policy;
- b. reflect changes (affecting us or your policy) in the law, regulation or the interpretation of law or regulation;
- c. reflect decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which we intend to comply; and/or
- d. make them clearer and fairer to you or to rectify any mistakes that may be discovered in due course.

Changes will be notified to you in writing at least 30 days before they become effective. Policy cover may be increased or decreased.

If NatWest decides to remove Mobile Phone Insurance as a benefit of the Black Account or change to another insurance provider, they will give you at least 30 days' notice in accordance with your account terms.

## **11. Your right to cancel**

This Mobile Phone Insurance forms a core part of your Black Account and it cannot be cancelled in isolation. If you wish to cancel this insurance, you will need to close or downgrade your account. If your account is not closed or downgraded, the Mobile Phone Insurance will remain active for the duration of the Period of Cover set out at section 3.

To close or downgrade your account, please call Membership Services on 0345 601 7188.

## **12. Other Important Information**

### **A. Choice of Law**

1. If you live in Scotland, Scots law applies between you and us and the Scottish Courts have non-exclusive jurisdiction over any disputes arising out of this policy.
2. If you live in England or elsewhere, English law applies between you and us and the English courts have non-exclusive jurisdiction over any disputes arising out of this policy.

### **B. Special Requirements**

We are committed to meeting the needs of all our policyholders, including those with special requirements. Letters and other documents are all available on request in Braille or large text or audio format. Please call 0345 601 7188 for assistance.

### **C. Telephone Call Recording**

For training and security purposes, telephone calls may be recorded and/or monitored.

#### D. Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

#### 13. Complaints Procedure

We and Brightstar believe you deserve a courteous, fair and prompt service. If there is any occasion when Brightstar or our service does not meet your expectations, please contact either Brightstar or us using the appropriate contact details below, providing your name and your mobile phone IMEI number to help us deal with your comments quickly.

##### *Complaints relating to claims or services provided by Brightstar*

**Write to:** NatWest Insurance Services  
Brightstar Customer Relations Department  
Weston Road  
Crewe  
Cheshire  
CW1 6BU

**Email:** [Natwestcustomerrelations.uk@brightstar.com](mailto:Natwestcustomerrelations.uk@brightstar.com)

**Call:** 0345 601 7188

(Lines are open Monday to Friday 8am – 8pm, Saturday 9am – 6pm, and Sunday 10am – 5pm. Bank Holidays are open during the hours noted, excluding Christmas Day and New Year's Day.)

##### *Complaints relating to policy coverage, terms & conditions or the underwriting of your policy*

**Write to:** The Customer Relations Team,  
AIG UK  
The AIG Building  
2-8 Altyre Road, Croydon, CR9 2LG

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

**Online:** [www.aig.co.uk/your-feedback](http://www.aig.co.uk/your-feedback)

**Call:** 0800 012 1301

(Lines are open Monday to Friday 9.15am to 5pm, excluding Bank Holidays.)

The Customer Relations Team free call number may not be available from outside the UK – so please call us from abroad on +44 20 8649 6666. Calls may be recorded for quality, training and monitoring purposes.

### *Our Complaints Process*

We and Brightstar operate a comprehensive complaints process and will both do our best to resolve any issue you may have as quickly as possible. Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 5 working days of receipt.

If we or Brightstar are unable to resolve your concerns within 8 weeks, you may be entitled to refer the complaint to the Financial Ombudsman Service. We or Brightstar will provide full details of how to do this when your final response letter addressing the issues raised is provided.

Please note: The Financial Ombudsman Service will not consider a complaint if you have not provided us with the opportunity to resolve it previously. The Financial Ombudsman Service can be contacted at:

**Write to:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**Call:** +44 (0) 800 234 567 or +44 (0) 300 123 9 123.

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

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

Following this complaint procedure does not affect your right to take legal action.

If you wish to complain about an insurance policy purchased online you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at the following address: <http://ec.europa.eu/consumers/odr/>

### **14. Financial Services Compensation Scheme (FSCS)**

We are covered by the FSCS. If we are unable to meet our financial obligations you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or call 0800 678 1100 (Freephone) or 020 7741 4100.

### **15. Privacy Notice**

#### *Personal Information*

The data controller responsible for your personal information is AIG UK as the insurer of the product. Additional data controllers include Brightstar who are responsible for claims handling and the Royal Bank of Scotland Group who are responsible for the sale and distribution of the product and any applicable reinsurers.

We are committed to protecting the privacy of customers, claimants and other business contacts.

“Personal Information” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

***The types of Personal Information we may collect and why*** – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Management and audit of our business operations
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside Your country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes

***Sharing of Personal Information*** – For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

***International transfer*** – Due to the global nature of our business Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico, Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

**Security and retention of Personal Information** – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

**Your rights** – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

**Privacy Policy** – More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: [www.aig.co.uk/privacy-policy](http://www.aig.co.uk/privacy-policy) or you may request a copy by writing to: Data Protection Officer, AIG UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB. or by email at: [dataprotectionofficer.uk@aig.com](mailto:dataprotectionofficer.uk@aig.com).

Details about the way Royal Bank of Scotland Group and Brightstar use your personal information can be found in their separate privacy notices available at [natwest.com/privacy](http://natwest.com/privacy) and [www.brightstar.com/eu-privacy-policy](http://www.brightstar.com/eu-privacy-policy) respectively.

## 16. Fraud

If you make a claim under this policy knowing the claim to be dishonest or intentionally exaggerated or fraudulent in any way, or if you give any false declaration or statement to support the claim, we will not pay the claim and we will pass details to NatWest who may, at their discretion, close your Black Account. We reserve the right to tell the police about any dishonest claim. If we settle a claim that we subsequently discover to be fraudulent, we will take steps to recover our costs from you.

### **Fraud Prevention and Detection**

In order to prevent and detect fraud, we may, at any time:

- share information about you with other organisations and public bodies including the police;

- check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We can supply on request further details of the databases we access or contribute to. If you require further details please contact us at:

NatWest Specialised Services  
Brightstar  
Weston Road  
Crewe  
Cheshire  
CW1 6BU

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance and related services for you and members of your household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- check your identity to prevent money laundering, unless you give us other satisfactory proof of identity.

## Black Account Breakdown Cover Terms

These Terms apply to the Black account Motoring Assistance provided by Green Flag Limited, a company registered in England and Wales with Company Number 01003081 and having its registered office at The Wharf, Neville Street, Leeds LS1 4AZ (“Green Flag”) and is underwritten by U K Insurance Limited registered in England & Wales, The Wharf, Neville Street, Leeds LS1 4AZ. Company No. 1179980. U K Insurance Limited (UKI) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

You are eligible to receive the Black account Motoring Assistance because you are a Black account holder. If your Black account is closed, this benefit will end immediately and you will not be entitled to use this cover.

### Significant features of the Black account motoring assistance

- The Black account Motoring Assistance is provided by Green Flag.
- **Your** policy covers any privately registered **vehicle you** travel in, anywhere in the **UK**.
- **You** can claim £10 if Green Flag have not attended within 60 minutes of contacting Green Flag.
- The Black account Motoring Assistance is provided at the roadside or at **Home**.
- The Black account Motoring Assistance provides long distance recovery to a single destination of **your** choice in the **UK**.
- Specialist equipment charges including lifting, ferry costs and toll fees are covered.
- European cover for **Vehicles** less than 16 years old.
- **Your** policy provides **you** with legal protection for journeys in Europe (but not in the United Kingdom).

### Significant exclusions or limitations

- Any repairer used in connection with an incident is deemed to be **your** agent. **We** will not accept responsibility for any damage or loss resulting from the repairer’s acts or omissions.
- **We** may choose to repair the **vehicle** (with the cost of any labour outside of the first 30 minutes being **at your expense**) following an incident rather than arranging for it to be recovered.
- The recovery of any **vehicle** bearing trade plates or which has just been imported or purchased at auction or where the delivery is part of a commercial activity is not covered.

**Please note: You do not have to register with Green Flag for cover to apply.**



We're here for **you** any time **you** need us. Here's how it works...

### Some definitions

#### Breakdown

When **you** can't use **your vehicle** because of:

- Mechanical or electrical failure.
- Fire.
- Theft or attempted theft.
- Flat tyres.
- Accidental damage.
- Malicious damage.
- Running out of fuel.
- A flat battery.
- Losing or breaking **your vehicle** keys.
- Road accident.

#### Certificate of motor insurance

The document that provides evidence that **you** have taken out the insurance of **your vehicle** that **you** must have by law. It identifies who can drive **your vehicle** and the purposes for which **your vehicle** can be used.

#### Costs

The legal costs reasonably and proportionately incurred by **your solicitor** on the standard basis or in accordance with the predictable costs scheme if applicable.

**We** will also pay costs which **you** are ordered to pay by a court and any other costs **we** agree to in writing.

#### Court

Any court, tribunal or other suitable authority which has appropriate jurisdiction.

#### Europe

The following countries and territories: Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey (west of the Turkish Straits) plus the district of Üsküdar.

#### Home

The place **you** permanently live in the **UK**.

### Period of cover

This cover will be in place whilst **you** are a Black account holder. It will end straight away if **your** account is closed.

### Solicitor

Any suitably qualified person appointed to represent **you** under the Legal Protection cover **we** provide.

### Trip

A journey within **Europe** commencing and ending in the **UK**.

### UK

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands if **you** live on one of those islands.

### Uninsured losses

Losses which **you** cannot recover from any insurance policy.

### Vehicle

Any **vehicle you** travel in, as long as it meets the requirements shown below.

- It's a car, light van or motorbike.
- It's privately registered in the **UK**.
- It must not contain more people than the manual recommends. And never more than nine including the driver.
- It can't weigh more than 3,500 kg. This includes any load.
- It can't be more than 7 metres long (apart from a tow bar or coupling device), 3 metres tall or 2.55 metres wide.
- It's been serviced, looked after and used as recommended by the manufacturer.
- It meets all legal requirements and driving laws that apply. For example it may need to be taxed and have a valid MOT certificate. **We** can check these details when **you** ask **us** for help.
- If **you** are using it for a trip to **Europe**, it must be owned by **you** and normally kept at **home**.

**We'll** also cover:

- Any **vehicle** being driven by someone with **your** permission that is owned by **you** or that is leased to **you** under a Personal Leasing or Personal Contract Hire agreement as long as it's kept and registered at **home**.
- Any standard make of caravan or trailer that **you** are towing when it breaks down. It must be connected using an ordinary 50mm tow-ball and it can't be bigger than the sizes above. When it's loaded it must not weigh more than the towing **vehicle** weighs when it is empty.

**We or us or our**

Green Flag, U K Insurance Limited, or anyone working on behalf of them.

**You or your**

The account holder or joint account holder, or anyone driving a **vehicle** owned by the account holder with their permission, when it breaks down.

**You can call us any time of the day or night if you break down, on 0800 051 0069 if you're in the UK or +44 (0) 1252 308790 if you're in another European country.**

**Our** dedicated Emergency Centre is staffed by highly trained operators, 24/7, 365 days a year. Contact **us** as soon as **you** can if **you** break down. If **you've** got the Green Flag app on **your** smartphone, it'll help **you** tell **us** where **you** are.

As soon as **you** get in touch, **we'll** work out the best way to get **you** going again as quickly as possible.

**We'll assess your situation...**

If **you're** in a vulnerable situation **we'll** make **your** call **our** priority. For example if **you're** with children or on **your** own late at night.

Wait with **your vehicle** or somewhere safe nearby, unless **we** ask **you** to do something else.

**We'll keep you updated...**

**We'll** text **you** with details of the breakdown specialist coming to help.

**We'll be with you as soon as we can...**

**Our** national network of breakdown specialists is always here to help get **you** back on the road as quickly as possible.

**We'll let your friends or family know you're delayed...**

If **you've** broken down, **we'll** contact anyone **you** need **us** to, to let them know **you** are running late.

**There'll be no hidden charges...**

If **we** need to use specialist lifting equipment, like winches or skates, **we'll** provide them at no extra cost. **We'll** also cover tolls or ferry costs **you** have to pay because **you've** broken down.

**We'll give you options if we can't get you going...**

If **we** can't fix **your** car locally, **we'll** arrange either a local or long distance recovery.

**About these terms & conditions.**

These Terms & Conditions explain all **you** need to know about **our** services and what to do if **you** need **our** help.

### Words in bold type.

Some of the words we use in this guide have a specific meaning. For example, **breakdown** or **vehicle**. We've highlighted these words with bold type.

### 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 **0370 024 0048**. If **you** wish to write, complaints should be addressed to:

Customer Relations  
Green Flag Motoring Assistance  
Processing Centre  
42 The Headrow  
Leeds  
LS1 8HZ

**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. If **you** cannot settle **your** complaint with **us**, **you** may be entitled to refer it to the Financial Ombudsman Service. We are bound by any decision they reach. Their address is:

Financial Ombudsman Service  
Insurance Division  
Exchange Tower  
London E14 9SR  
Telephone **0800 023 4567** (free from landlines) or **0300 123 9123**  
From outside the UK: **+44 20 7964 0500**

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

### Details about our regulator

**We** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

**We** are a member of the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to customers if they are eligible and a regulated firm is unable to pay claims against it, usually if the firm stops trading or is insolvent.

Compensation limits apply depending on the type of claim. Non-compulsory insurance (e.g. home and general): maximum 90% of the claim, without any upper limit. Most retail consumers (this includes private individuals and some small businesses) are eligible under the FSCS. For further information on the terms governing compensation and details on how to apply please refer to the FSCS at [fscs.org.uk](https://www.fscs.org.uk)

### 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 motoring assistance requirements are covered.

### Our promise to you

**We** will always be fair and reasonable whenever **you** have need of **your** Black account Motoring Assistance and **we** will act quickly to provide that assistance.

Telephone calls may be recorded.

### Breakdown cover in the UK

#### What is covered

If **you** break down **we** will:

1. Do **our** best to fix the problem at the roadside or at **home**.
2. Take **you**, **your vehicle** and **your** passengers to **our** choice of local Green Flag repairer if **we** can't get it going (if **you** prefer **we** can take **you** somewhere else as long as it's 10 miles or less from where **you** broke down or it's closer or the same distance as **our** chosen repairer).
3. Recover **your vehicle** to a place of **your** choice in the UK, or give **you** one of the other options below, if **your vehicle** can't be fixed locally the same day (see the Terms & Conditions explained overleaf).

If the repairer is closed and **you** ask **us** to take **your vehicle home** **we** can pick it up the next day (or another time **we** both agree on if the next day is not possible) and take it to the repairer for **you**. **We** will only do this if there was nowhere **we** thought was safe and suitable to leave the **vehicle** close to the repairer.

If **your vehicle** can't be fixed locally the same day **we'll** arrange and pay for one of the following, provided the **breakdown** occurred more than 24 hours after **your** account was opened:

**(a) Recovery**

**We'll take you, your passengers and your vehicle** to a place of **your choice** in the **UK**. **We** may choose to recover the **vehicle** separately to **you** and **your passengers**. **We** will tell **you** if **we** are going to do this and let **you** know when it can be delivered.

- If **you** broke down at **home** **we'll** take **you** to a place of **your choice** within 20 miles.
- If **your** breakdown was caused by a flat or damaged tyre, **we'll** take **you** to a place of **your choice** within 10 miles so that the tyre can be repaired or replaced. If there's nowhere open (for example because **you** broke down late at night or somewhere remote), this limit won't apply.

**(b) Hire car**

**We'll** arrange and cover the cost of a hire car whilst **your vehicle** is being repaired, if **we** can find one. **We'll** make it as similar to **your own vehicle** as possible. The most **we** will pay is £250.

**(c) Another way there**

**We'll** cover the cost of getting **you** and **your passengers** where **you** need to be using **our** choice of transport. The most **we** will pay is £250 in total.

**(d) Overnight accommodation**

**We'll** cover the cost of bed and breakfast (but not alcoholic drinks) for **you** and **your passengers**. **We'll** do this as long as **you** broke down more than 25 miles from home and **your** destination. The most **we** will pay is £150 per person, £900 in total.

**We'll** also cover up £250 towards the cost of a standard class rail ticket for **you** to collect the **vehicle** once it's repaired if **you** need **us** to.

Option (a) can be used if the driver of the **vehicle** becomes medically unfit to drive provided there are no passengers who can drive. **We** may choose to recover the **vehicle** by providing a qualified driver. This option is not available where **you** are unable to drive following a period of hospitalisation or where assistance is requested at **home**.

**You** may need to pay the costs of any onward travel options **you** use and then reclaim them from **us**. **We'll** only cover things that **we've** agreed up front, so don't pay for anything till **you've** spoken to **us**.

**Misfuelling**

If **you** put the wrong fuel in the **vehicle** **we** will arrange and pay to have the tank drained. **We** will do that at the place where it happened, or if that is not possible, at a garage **we** have chosen. **We** will try to get **you** going again and **we** will make sure **you** have got enough of the right kind of fuel to get **you** to the nearest filling station if necessary. **We** will also safely dispose of the contaminated fuel. This benefit does not provide cover for damage to the **vehicle** caused by misfuelling.

If the **vehicle** is electric and has just run out of charge we will take **you, your passengers and your vehicle** to the nearest charge point.

### Breakdown cover in Europe

#### When you are travelling in Europe:

Remember **your vehicle** registration documents (V5C). **You** will need to carry the original, as proof that **you** are the owner. If **you** are not, **you** will need a letter of authority from the owner, and a **Vehicle** on Hire Certificate (VE103) instead.

In countries outside the EU, **you** might also need an International Driving Permit, as well as **your** driving licence. Take a credit card, in case **you** need to use a hire car – the hire car company will need to swipe it as security.

#### If you need to use an emergency telephone:

In France and some other European countries, if **you** break down on a motorway or major road, the roadside emergency telephone will be answered by the police. They'll send a local recovery **vehicle** out to **you**.

Most of these won't have links to UK motoring organisations, so **you** might have to pay for help there and then.

If **you** do, keep all the receipts, and send them to **us** when **you** get back to the **UK**. **We'll** then reimburse the recovery and roadside repair costs.

#### Please remember:

- If the local breakdown mechanic can't repair **your vehicle** at the roadside, and it needs to be taken to a garage, **you'll** be responsible for any costs from that point. The garage will be acting for **you**.
- **Your** European breakdown benefits end when **you** finish **your** return journey **home**.

#### 1. Cover before you leave:

If **you** break down 7 days or less before the date **you're** booked to leave the **UK**, **we'll** cover up to £1,500 towards:

- A hire car so **you** can still go on **your trip** if **your vehicle** can't be repaired within 24 hours of the time **you're** due to leave, or if it's been stolen, and **you** can't get it back in time to keep **your** booking.
- The extra cost of new ferry or train tickets if **your vehicle** can be fixed within 24 hours of the time **you** were due to leave and **you** need to re-book **your** ferry or channel tunnel tickets. If the original route's not available, **you** can use the nearest alternative instead.

#### What's not included:

- Any claim if the likelihood of a **breakdown** was pointed out to **you** during a service 7 days or less before **you** were due to start **your trip**.

**Please remember:**

**We** need to give our approval before **you** book a hire car. Get in touch with **us** as soon as **you** hear that **your** own **vehicle** might not be ready in time.

When **you** claim, **you**'ll also need to send **us** a letter from **your** garage giving exact details of what went wrong and confirming:

- That **your vehicle** has been regularly serviced and maintained.
- The **breakdown** was sudden and couldn't have been expected.
- That it won't be possible to repair **your vehicle** before **you're** due to leave for **your trip**.

**2. Roadside assistance:**

If **you** break down during **your trip** **we** will arrange for a local breakdown firm to come out to **your vehicle** and try to repair it. Or **we**'ll arrange for **you**, **your vehicle** and any passengers to be taken to **our** nearest repair centre. **We**'ll cover up to a maximum of £300 for these services.

If **you** put the wrong fuel in the **vehicle** **we** will arrange and pay to have the tank drained. **We** will do that at the place where it happened, or if that is not possible, at a garage **we** have chosen. **We** will try to get **you** going again and **we** will make sure **you** have got enough of the right kind of fuel to get **you** to the nearest filling station if necessary. **We** will also safely dispose of the contaminated fuel. This benefit does not provide cover for damage to the **vehicle** caused by misfuelling.

If the **vehicle** is electric and has just run out of charge **we** will take **you**, **your** passengers and **your vehicle** to the nearest charge point.

**Please remember:**

- A repairer or specialist undertaking repair work (other than at the roadside) will be acting as **your** agent for such repair work.

**3. Replacement parts:**

If **you** can't get the parts needed to fix **your vehicle** locally during **your trip**, ask **us** and **we**'ll try to find them somewhere else. **We** won't cover the parts, but **we**'ll provide cover to have them sent to the garage fixing the **vehicle**.

**What's not included:**

- Customs duty due on the parts – **you**'ll need to pay that by card or bank transfer.

**4. Break in:**

If someone tries to steal **your vehicle**, or anything from it, **we**'ll cover up to £175 towards emergency repairs to make sure it's safe to drive.



**What's not included:**

- Cosmetic or paintwork damage.
- Costs **you** incurred after **you** got **home**.
- Any belongings that were stolen or damaged.

**Remember:**

- If **your vehicle** is stolen the first thing **you** should do is call the police. Get in touch with **us** after that, and **we'll** do what **we** can to help.
- **We** may request that **you** provide a copy of the police report before **we** can process **your** claim.

**5. Vehicle out of use:**

If **your vehicle** breaks down during **your trip** and it can't be repaired the same day, **we'll** arrange and cover at **our** option for one of these things:

- Taking **you**, **your** passengers and luggage to wherever **you** were trying to get to by another form of transport.
- Up to £1,500 for a hire car, if one's available, while **your vehicle's** out of action.
- Up to £150 per person (or £900 in total) for overnight accommodation including breakfast for **you** and **your** passengers. **We'll** cover this while **your vehicle** is being fixed, as long as those costs are over and above anything **you** tell **us** **you** were already expecting to pay. **We** won't cover any alcoholic drinks.

**What's not included:**

- The cost of transporting furniture, camping equipment or winter sports gear. **We** might be able to help, but **you'll** need to pay the extra.
- Fuel, oil or insurance for hire cars.

**6. Camping trips:**

If **you're** on a camping trip and will be sleeping in **your** own tent, and that tent can't be used because it gets damaged or stolen, **we'll** arrange and provide cover:

- For hiring another one, where possible, for the rest of **your trip**; or
- Up to £150 per person (or £900 in total) for overnight accommodation including breakfast for **you** and **your** passengers. **We'll** cover this, as long as those costs are over and above anything **you** tell **us** **you** were already expecting to pay. **We** won't cover any alcoholic drinks.

**What's not included:**

- Tents that belong to holiday companies or tour operators.
- Expenses where **your** tent wasn't too damaged to be used.
- Damage caused by dogs **you've** brought with **you**.

## 7. Alternative driver:

We'll cover the extra costs involved in bringing **your vehicle** back if:

- You have to leave **your trip** early because of something **we** agree is a serious reason; or
- During **your trip** you're declared medically unfit to drive and none of **your** passengers can drive it for **you**.

We may ask **you** to use any travel tickets **you've** already got to help get **you** and **your vehicle** back home. We might send out a professional driver.

## 8. Bringing you back home:

If **your vehicle** breaks down and can't be repaired in time for **your** return journey, or it's stolen and **you** don't get it back in a safe condition to drive, **we'll**:

- Provide cover to bring **you**, **your** passengers and **your vehicle** home to the **UK** using **our** choice of transport;
- Cover up to £100 for any garage storage that's needed;
- Provide cover for any extra transportation or shipping.

Or, if **you** agree it with us in advance, **we'll** cover up to £1,000 for one person to come out to **your vehicle** by public transport to drive it back to the **UK** once it's been repaired.

If you're waiting for **us** to return **your vehicle**, **we'll** cover up to £75 towards travel costs for journeys **you** or **your** passengers have to make for up to 7 days, or until **your vehicle** arrives, whichever comes first.

### What's not included:

- Loss of or damage to anything **you** leave inside **your vehicle**.
- Extra costs involved in bringing home pets.
- The cost of bringing back furniture, camping equipment, winter sports gear, or any excess luggage charges.
- Any loss of or damage to **your vehicle** while it's being brought back, unless it's caused by **us**.
- Fuel, oil or insurance for hire cars.

### Please remember:

- The maximum **we** will pay to repatriate the **vehicle** will be its current market value in the **UK**.
- **Vehicle** repatriation will only be carried out when it is apparent that repairs can be carried out in the **UK** and when **you** confirm to **us** that these repairs will be carried out.
- Any unused travel tickets must be used for repatriation of the **vehicle**.

## 9. Customs regulations:

If the **vehicle** is beyond economic repair following an incident occurring outside the **UK** during a trip, **we** may arrange for its disposal under customs supervision in the country where it is situated. In this case **we** will deal with the necessary customs formalities.

### What is not covered

- The cost of any other import duties imposed by customs.

## 10. Missed motorail connection:

**We'll cover you** if **you** miss a pre-booked Motorail service on your outward journey as a result of:

- **Your vehicle** breaking down on the way there; or
- The public transport **you** were relying on failing to get **you** there on time because of bad weather or industrial action.

### If this happens we'll arrange and provide cover:

- To keep **your** broken down **vehicle** in a secure car park while **you're** on **your trip**, if there's one available near the train depot, up to a maximum cost of £100.
- For a standard class return train ticket, so **you** can still make **your trip**.
- For a hire car abroad if there's one available, up to a maximum of £1,500

### What's not included:

- Industrial action already expected when **your** cover commenced.
- Boats, planes or trains being taken out of action by a recognised, regulated authority.

### Remember:

- **You've** got to do everything reasonably possible to get to **your** departure point on time.

## 11. Legal protection:

Before you incur any legal costs, you must report your claim to the Legal advice Helpline.

### How to make a claim for legal expenses:

- **You** must phone the 24 hour Legal Helpline on **0345 246 1689** and tell us of any incident which may lead to a claim under this section of cover.
- **You** must do this as soon as possible, and always within 180 days of the date that **you** knew about or should have known about the incident.

If you have a valid claim, we will send you a claim form to fill in and return to us.

You can also ring the Legal Helpline on **0345 246 1689** at any time for practical UK legal advice on any motoring legal problem, whether or not it results in a claim. This service is here to help and is available 365 days a year. For extra security, we may record all phone calls and keep the recording secure.

**What is covered:**

## A. Uninsured loss recovery

**We** will pay the **costs** of recovering Uninsured Losses which arise directly from any non-fault road-traffic accident involving **your vehicle** causing:

- **Your** death or injury;
- Damage to **your vehicle**;
- Damage to any property in **your vehicle** which **you** own or are legally responsible for; or
- Any other uninsured losses **you** suffer.

## B. Motoring prosecution defence

**We** will pay the **costs** of defending **your** legal rights if **you** are prosecuted for an offence under road traffic laws to do with driving or using **your vehicle** within **Europe**. **You** must send us a copy of **your** summons within 28 days of receiving it.

## C. Court attendance expenses

**We** will pay **your** travel costs in the event that **you** are obliged by a **court** within **Europe** to attend in connection with an incident giving rise to a claim under this section of cover up to a maximum of £250 per person.

**Please remember:**

The most **we** will pay under A. and B. above is £25,000 for any claim or claims arising from any one incident.

Subject to the additional exclusions and conditions of this section 11 and the General exclusions and conditions of cover, **we** agree to provide this cover if:

- At the time of the incident, **your vehicle** is being driven or used by a person identified in, and for a purpose allowed by, **your Certificate of Motor Insurance**;
- The incident happens within **Europe** and after cover started;
- Any legal proceedings will be carried out within **Europe** by a **court**;
- In civil cases, **we** and **your solicitor** agree that it is more likely than not that **you** will be successful with **your** claim for damages or that **you** will make a successful defence; and
- In motoring prosecution defence cases, **we** and **your solicitor** agree that it is more likely than not that any plea in mitigation by the **solicitor** will materially affect the likely outcome of the prosecution.

## Exclusions which apply to this section 11

### What is not covered:

- **Costs** incurred before the date **we** accept **your** claim;
- Fines, penalties, compensation or damages which **you** are ordered to pay by a **court**;
- Legal **costs** in connection with a dispute with **us**;
- **Costs** if **you** stop or settle a claim, or withdraw instructions from the **solicitor**, without good reason. If this applies, **you** will then have to refund any costs **we** have paid during **your** claim;
- Any **costs** in relation to prosecutions resulting from drink or drug related offences;
- Any **costs** in relation to **you** driving any motor **vehicle** for which **you** do not have valid motor insurance;
- Any **costs** relating to parking or obstruction offences.

### Conditions which apply to this section 11

If **you** do not keep to the following conditions, **we** may:

- Refuse or withdraw from any claim; and
- Claim back from **you costs** paid by **us**.

Please also note the General conditions and exclusions of cover which apply to the whole policy.

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

- Send **us** all details of **your** claim in writing as soon as possible and in any event no later than 180 days after the date **you** knew about or should have known about the incident giving rise to the claim;
- Send **us** any other information that **we** ask for. (**You** must pay any costs involved in providing this information);
- If **we** ask, **you** must tell the solicitor to give **us** any documents, information or advice that they have or know about;
- Fully co-operate with the solicitor and **us**, and not take any action that has not been agreed **by your** solicitor or by **us**;
- Keep **us** up to date with the progress of **your** claim;
- Tell **us** if the solicitor refuses to continue to act for **you** or if **you** withdraw **your** instructions;
- Tell **us** if anyone makes a payment into **court** or offers to settle **your** claim;
- Tell **your** solicitor to claim back all **costs** that **you** are entitled to and pay to **us** all **costs** that **we** have paid;
- Get **our** agreement to stop, settle, negotiate or withdraw from a claim.

## 2. Appointing a solicitor

- **We** have chosen a panel of law firms to provide legal services. While **you** are responsible for any legal costs they charge, **your** policy will cover them as long as **you** keep to the policy conditions.
- If **we** accept **your** claim **we**, or a solicitor **we** choose will try to settle the matter without having to go to **court**.
- If it is necessary to take **your** claim to **court**, or if there is a conflict of interests, **you** can choose the solicitor to act for **you**. Any solicitor **you** choose will be appointed to act for **you** in line with **our** standard terms of appointment. (**You** can ask us for a copy).
- **You** must not enter into any agreement relating to charges with the solicitor without getting **our** permission first.
- If a solicitor refuses to continue acting for **you** with good reason, or if **you** dismiss them without good reason, **your** cover will end immediately unless **we** agree to appoint another solicitor.

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

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

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

- Contact the solicitor at any time, and he or she must co-operate fully with **us** at all times;
- Decide to settle **your** claim by paying **you** the compensation **you** are likely to be awarded by a **court** instead of starting or continuing **your** claim or legal proceedings;
- Refuse to pay further costs if **you** do not accept an offer or payment into **court** to settle a claim which **we** or your solicitor considers should be accepted;
- Refuse to pay further costs if it is no longer more likely than not that **you** will be successful with **your** claim.

## 5. Disputes

**You** may refer any disagreement between **you** and **us** under this section to the Financial Ombudsman Service, which is a service offered to **you** free of charge.

### Arbitration

**You** also have the right to refer any disagreement between **you** and **us** under this section to arbitration (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor, barrister or other suitably qualified person that **you** and **we** agree on.

If **we** cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) whose law governs this section of the policy.

**We** and **you** are bound by the arbitrator's decision. Whoever loses the arbitration will pay for all the **costs** and expenses of the arbitration.

### General conditions and exclusions of cover

#### Things we don't cover

- Any costs that **we** haven't agreed to pay in advance. If **we** do agree to pay costs **you** must keep all receipts and invoices as **we** may ask for these before **we** settle a claim.
- Any costs if **you** didn't contact **us** as soon as possible after **you** broke down.
- Repair costs if **you** decide to have **your vehicle** taken to a repairer after a **breakdown**.
- The cost of a spare wheel and tyre if **we** can't use **yours**.
- The cost of locksmiths, glass or tyre specialists if they're needed.
- Storage costs unless **we've** agreed otherwise.
- The cost of transporting more than eight people if **your vehicle** can't be fixed. If there are more than eight in the **vehicle** when it breaks down **we** may be able to help arrange assistance if **you** agree to pay extra for this.
- Costs or losses that are not to do with getting **your vehicle** back on the road. For example, **you** can't claim for lost earnings if **your breakdown** means **you** are late for work.
- Costs to do with an incident normally covered by motor insurance.
- Charges where the emergency services need **your vehicle** to be moved straight away.
- Anything **we** do for **you** that isn't included in **your** cover. If **we** charge **you** for anything **our** invoice will need to be paid within 30 days.
- Oil, parts and materials.
- Repairing, replacing or re-programming of keys.
- Damage caused if **we** try to open **your vehicle** for **you**.
- Loss or damage to contents of **your vehicle** that **you** haven't taken with **you** unless **we've** agreed to look after them.

#### Times we can't help or may need to charge extra

- If **you** haven't fixed a fault that's led to **you** calling **us** out already in the last 28 days, **we'll** only be able to help **you** if **you** pay extra for the cost of the service.
- If **you** have already reached the maximum number of call outs allowed. **We** can help but **you** will need to pay extra if **we** do provide assistance.
- If the **breakdown** occurred outside of the **period of cover**.

- Recovery of **vehicles** that have trade plates on them or have just been imported or bought at auction.
- If the **vehicle** is being moved for commercial reasons.

#### Times when we can't help at all

- If **your vehicle** breaks down in a place **we** can't get to.
- If **your vehicle** doesn't meet all legal requirements and driving laws that apply. For example, it may need to be taxed and have a valid MOT certificate. **We** can check these details when **you** ask **us** for help.
- If **your vehicle** will be dangerous or illegal to load or transport.
- If **your vehicle** is ever used to carry people or things for money, such as a courier service or taxi.
- If **your vehicle** is used for motor racing, off-road driving, rallies, track days, duration or speed tests.
- If **you** or anyone in **your** group is threatening or abusive.
- If **you** tell **us** **your vehicle** has broken down and it hasn't.
- If **you** do anything to **your vehicle** to make **us** think it has broken down when it hasn't.

#### Things you need to know and do

- **You** must make sure **your vehicle** was fit to drive when the cover started and at the start of each journey.
- **Your breakdown** cover can't be used as an alternative to routine servicing or as a way to avoid paying for repair costs.
- **You've** got to take all reasonable steps to prevent **your vehicle** breaking down or being damaged or stolen.
- **You** must make sure that all information given to **us** is correct to the best of **your** knowledge. **We** may not be able to provide service if **you** don't do this.
- It's up to **you** to collect **your vehicle** once it's fixed. **You'll** be responsible for all storage charges unless **we've** agreed to cover these in advance.
- **We** can't give any kind of warranty for the work done by a repairer or any kind of promise that they'll fix the **vehicle** quickly. **You'll** have to tell them what **you'd** like them to do, and pay for any repairs. They will be **your** agent acting on **your** behalf and **we** are not responsible for anything they do or any problems they cause.
- If the emergency services come out to **your breakdown** **we** won't fix or move **your vehicle** until they say **we** can.
- Driving laws mean that if **we** recover **your vehicle** **we** may have to take **you** on **your** journey in stages.



### If you use a hire car

- You'll have to meet the Terms and Conditions of the hire car company. This may mean:
  - You need to show them a full and valid driving licence.
  - They do not provide hire cars for drivers with specific licence endorsements.
  - There are limitations on the availability and specification of hire cars.
  - They ask you to pay a deposit before they issue a hire car.
  - There are restrictions on the minimum age and driving experience of the person they issue hire vehicles to.
- If you have to pay for a hire car locally, we'll only refund charges we've agreed to before you make the booking.
- It's up to you to collect the hire car. We can't guarantee it'll have a roof rack or tow bar.
- We won't cover the cost of fuel, oil, or insurance for the hire car.
- We won't provide cover for a hire car if your vehicle is just in for a routine service, or for repair work.

### Driving with animals

- If you break down and there are animals with you we'll decide if we can arrange to transport them based on the circumstances at the time. If we decide that we can, it will be at your risk and we won't be legally responsible if anything happens to them.
- We won't transport horses or livestock.

### Stopping fraud

We are out to stop fraud. If you or anyone you know tries to make a false or exaggerated claim we may:

- Cancel your cover.
- Reject your claim and subsequent claims.
- Stop your service.
- Cancel other Green Flag or U K Insurance Limited products that you have.

You might also have to pay us back any costs we've incurred including ones to do with investigating false claims.

And we could share details with other organisations or authorities to stop fraud in the future or to start criminal proceedings.

### Fair use policy

We will provide Black account Breakdown Cover up to five times in any 12 month period of cover. We may write and tell you when you have reached that limit.

If **you** need Black account Breakdown Cover more than five times within the 12 month period of cover, **you** may have to pay for the services **we** provide. **You** will have to pay for these services by credit or debit card. **We** will ask **you** for **your** payment card details before **we** provide assistance.

#### Law applicable to the contract

If **your** address is in Scotland, Scots law applies to the contract between **you** and **us**. If **your** address is elsewhere, English law applies to the contract between **you** and **us**. The law which **we** take as the basis for establishing relations with **you** prior to the conclusion of the contract is the law of England (unless **your** address is in Scotland, in which case it will be the law of Scotland). The Courts of England and Wales shall have non-exclusive jurisdiction over any disputes arising between **you** and **us** that are not resolved by other means (unless **your** address is in Scotland, in which case the Courts of Scotland shall have non exclusive jurisdiction). **We** have supplied this Agreement and other information to **you** in English and **we** will continue to communicate with **you** in English.

#### Privacy notice

This privacy notice tells you what we do with information we collect about you. It's relevant to anyone who uses our services, including policyholders, prospective policyholders, website users and beneficiaries under our policies, such as named drivers. We refer to all these individuals as "**customers**" or "**you**" in this notice.

#### 1. Who "we" are

We are U K Insurance Limited ("**we**", "**us**" or "**our**"). We underwrite this NatWest insurance policy.

#### 2. What information do we collect about you?

##### Information collected from you and cookies policy

Where we have collected information directly from you it will usually be obvious what this is, as you will have given it to us. This might not be the case where we have used cookies to collect information from your computer or portable electronic devices. Please see our cookies policy for more information.

##### Information collected from others

We can collect information about you from others. This includes information from:

- **Royal Bank of Scotland group of companies**, who we partner with to provide your insurance policy.
- **Joint policyholders or policy beneficiaries**. Where you are named on a joint policy or a beneficiary of that policy we may collect information about you from any named policyholder. We will ask them to confirm that they have your permission to give us this information about you.

- **Fraud prevention, law enforcement or government agencies and other data sources used to prevent or detect fraud or provide details to us about criminal convictions or offences.**
- **HM Treasury and other authorities in relation to regulatory issues** e.g. where someone is subject to a financial sanction they will appear on HM Treasury's asset freezing list.
- **Credit reference agencies** e.g. credit searches that are made when we produce a quotation for a new policy or at renewal. (Note that the results of these searches are automatically deleted after 12 months and do not affect your ability to obtain credit.) Please also see section 4 below.
- **External sources** such as **no claims discount databases**, the electoral roll and insurance comparison websites to help us decide what the risk is in selling the policy **and from companies that hold information about insurance renewal dates, marital status, household residents, vehicle details, employment status and household income** to help us work out which information we should provide to you about our other products and services.

### **Sensitive personal information**

We collect information that is sensitive, such as information about children, health or geo-location (which may be sensitive personal information because, for example, it can pinpoint your location at a hospital), and information related to unspent past criminal convictions or offences. We also collect your sensitive personal information for specific types of policy or applications, for example when offering you a travel policy or a driving application e.g. Telematics. We obtain this from your mobile devices for driving applications and the following people:

- The main policyholder will provide most of the information we collect about health (including confirming whether hospital treatment is being sought) and unspent criminal convictions or offences, including on behalf of others named on the insurance policy e.g. medical screening to support a travel policy;
- Fraud prevention or law enforcement agencies may provide details to us about criminal convictions or offences;
- Witnesses to an accident may provide medical information to us if there is an investigation of a claim;
- We may use information about a child, for example, where the child is a beneficiary under a policy or if involved in an accident.

We collect and use this information as part of your insurance quotation or contract with us, or where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

### **3. What do we do with information we collect about you and why may we do this?**

We use your personal information in order to meet our obligations in our contract of insurance with you. We and other companies within our group of companies use your personal information in the following ways:

#### **A. Provide insurance services**

When you request us to provide you with a quote for one of our insurance policies or you purchase an insurance policy from us, we use information about you:

- To decide what the risk might be in selling you the policy, to quote for, and provide you with, a premium for that policy and any special terms that may apply to that policy (noting that we may use automated decision making to make this assessment – see section 9 overleaf);
- To administer your policy and monitor the payment of instalments if you pay your premium in this way;
- To contact you about the policy (e.g. for billing or renewal purposes); and
- To provide the agreed service if you make a claim (e.g. sending someone to assist you in a roadside breakdown situation or to provide you with medical assistance if you are injured or unwell when overseas).

We cannot provide the services unless we use the information about you in this way.

#### **B. Do what we are required to do by law**

As part of our duty as an insurer providing insurance services, sometimes we are required by law to use information about you:

- To help make sure our customers are being treated fairly (e.g. to assist our regulators where we have a legal duty to do so);
- To deal with complaints;
- To help prevent and detect crime (including, for example, the prevention or detection of fraud); and
- To comply with a legal or regulatory obligation.

We can use your personal information in this way because we are required to do so by law.

#### **C. Prevent fraud occurring**

Fraud has an impact on all customers as it increases costs for everyone. We use your personal information to check for signs that customers might be dishonest (e.g. if someone has behaved dishonestly in the past it may increase the risk they will do so in future).

We may use your personal information in this way because it is in our interests to detect fraud and in all our customers' interests to ensure that they are not prejudiced due to increased premiums as a result of a few customers acting dishonestly.

**D. Recover debt**

If you owe us money we will use your personal information to help us recover it.

We can use your personal information in this way because it is a necessary part of the contract of insurance. We need to ensure that premiums are paid so that the majority of our customers do not suffer (e.g. through increased premiums) due to the actions of a small minority of customers.

**E. Where your or another person's life may be at risk**

We will use your personal information to assist where your or another person's life or health is in danger and obtaining your permission is not possible (e.g. arranging emergency medical treatment in a remote location).

**F. To administer and improve our services**

To administer our services we will share information with others (including to people or organisations that may be based overseas):

- In order to enable us to process your claim or administer your insurance policy more cost effectively;
- To help develop our products, services and systems to deliver you a better sales and claims experience in the future; and
- To understand how our prospective customers make decisions about which insurance policy is the optimal policy.

We may also process your personal data to better understand you as a customer, including to determine how best to retain your custom, and to ask you to provide feedback on the service we provide to you.

We can use your personal information in this way because it is in our legitimate interests to provide the services in the most efficient way. We will always ensure that we keep the amount of your personal information that we collect and the extent of any processing to the absolute minimum to achieve this efficiency.

**4. Who do we share your personal information with and why do we do it?**

We may share your personal information with third parties and other companies within our group of companies for the purposes mentioned in section 3 overleaf. A list of our group companies can be found at [www.u-k-insurance.co.uk/group-companies.html](http://www.u-k-insurance.co.uk/group-companies.html). Alternatively, you can contact the Data Protection Officer for a list of them. Please see section 10. You should make sure everything you tell us is correct because your records may be checked in the following circumstances:

- When you apply for insurance, financial services, or work;
- By police and other law enforcement agencies.

In particular we share information with:

- **Royal Bank of Scotland group of companies**, we will provide them with information about your insurance policy, premium and claims history.
- **Fraud prevention agencies that provide databases and services**, such as CIFAS, National Hunter, SIRA and ENI, to prevent or detect fraud.
  - Fraud prevention agencies will process this personal information in order to assist our prevention of fraud and money laundering, and to verify your identity and may also process your personal information in order to prevent fraud and money laundering by other people.
  - Fraud prevention agencies will hold your personal information for up to 1 year, or up to 6 years if you're considered to pose a fraud or money laundering risk.
  - If we or a fraud prevention agency determine that you pose a fraud or money laundering risk, we may refuse to provide the services and/or financing you have requested.

A record of this risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services or financing to you. If you have any questions about this, please contact the appropriate fraud prevention agency.

- **Law enforcement or government agencies** we and fraud prevention agencies may permit law enforcement or government agencies to access and use your personal information, if they request it.
- **Credit reference agencies** help us decide whether to offer you credit if you choose to pay your premium by instalments. We share this information when you first take a policy with us and at each renewal. We may exchange your personal information with credit reference agencies to reflect your credit application (as payment by instalments means that there will be a credit agreement between us). We will let you know before we do this. This will be visible to other credit providers. Failure by you or anyone who pays for your policy to keep up the monthly payments due under your credit agreement will be reflected in your credit score, not theirs. The identities of the credit reference agencies and the ways in which they use and share personal information are explained in more detail at [www.experian.co.uk/CRAIN](http://www.experian.co.uk/CRAIN). Alternatively, you can call us and we will send you a copy.
- **Your spouse or partner** who calls us on your behalf, provided they are named on the policy. Please tell us who they are when you take out your 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, but only with your permission. If at any time you would prefer us to deal only with you, please let us know.

- **Other insurance companies** to help settle any insurance claim or to verify that the information you have provided is correct (e.g we will check the amount of No Claims Discount you have told us with your previous insurer).
- **Insurance industry bodies** such as The Motor Insurance Database to meet our obligations under the Road Traffic Act.
- **Insurance industry databases**, such as the Claims and Underwriting Exchange where you make a claim so that insurers can check that your claims history is correct, the Insurance Fraud Register and, for commercial policies, the Employers' Liability Tracing Office.
- **Government bodies**, such as the Driver and **Vehicle** Licensing Agency.

#### 5. Will we send your personal information overseas?

We may send your personal information overseas to any part of the world. The protections given to your personal information in other parts of the world will often not be as strong as in the UK. Where possible, we will put in place agreements with the people we send your personal information to, to require them to treat your personal information with the same protections that we apply ourselves. Our agreements may include standard terms provided by the EU called EU Model Clauses or may require the other party to be signed up to government standards that are recognised as providing the right level of protection such as "privacy shield" in the USA. But it is possible that regardless of what is set out in the agreement this would not stop a government in any part of the world from accessing your personal information, as they can often have power to overrule any agreements we make.

In some cases we might need to share information to carry out the services we have promised to carry out, for example if you require urgent assistance abroad. In such an urgent situation we may not always have the time to put in place the type of agreement we would normally want to.

#### 6. How long may we keep your personal information for?

We are only allowed to keep your personal information if we need it for one of the reasons we describe in section 3 overleaf.

As a general rule, we will keep it for 6 years from the end of your relationship with us, as it is likely that we will need the information for regulatory reasons or to defend a claim. For example, should you wish to bring some form of legal action relating to your relationship with us, this would generally need to be done within 6 years from the end of that relationship. However there may be exceptions where we need to keep your personal information for longer, such as where a claim has involved a minor.

We will also retain data in an anonymous form for statistical and analytical purposes, for example, to assess risk of flood damage occurring.

## 7. When can you ask us to stop using your information?

If we rely on your consent to collect and process your personal information, you can ask us to stop using your personal information at any time by withdrawing that consent and we will stop using your personal information for those purposes. We may rely on your consent to tell you about products or services which may be of interest to you or to use computers to make decisions about you to improve our services or develop our products (see section 9).

At any time, you can tell us to stop using your personal information to tell you about products or services that may be of interest to you or allowing computers to make decisions about you in order to improve our services or develop our products (see section 9). To find out how to do this, see section 10.

## 8. What happens if you don't give us some of your personal information?

Where you do not provide the personal information we need in order to provide the service you are asking for or to fulfil a legal requirement, we will not be able to provide the service that you are asking us to give you.

We will tell you about why we need the information when we ask for it.

## 9. When do we use computers to make decisions about you?

We will collect information about you and put this into our computer systems. The computer systems will make certain automated decisions about you which will be based on comparing you with other people. This will have an impact in terms of the level of premium or product that we offer to you or the products or services that we decide to tell you about. We may also use automated decision making to conduct an identity verification check.

For example, if you are under 25 years of age, the computer system may determine that you are more likely to have a car accident. This is because the computer system has been told that more people aged under 25 have car accidents. Another example is that, if you are under 25, the computer system may determine that you are going to be interested in a travel policy which covers high risk activity, such as skiing. Therefore, we would proactively seek to tell you about such policies as we would consider them to be of interest to you.

This is important because:

- **In providing insurance services** it helps us decide what price you should pay for your policy and understand any risks associated with that policy;
- **In identity verification** it helps us to check that you are who you say you are and to prevent others from imitating you;
- **In selling you other products** it helps us decide which other products might be useful to you.



We also use computer systems to carry out modelling. Sometimes using your personal information and sometimes using data in anonymised form. We conduct this modelling for a variety of reasons, for example, for risk assessment purposes to make decisions about you, such as your likelihood to claim. However, we may also use your personal information in that modelling to make decisions about how we improve and develop our products and services, or our pricing and underwriting, or to better understand how our prospective customers make decisions about which policy is the optimal policy (i.e. we are not making decisions directly about you).

#### **10. How to contact us about this privacy notice**

Our Data Protection Officer is in charge of answering questions about this privacy notice or your requests to exercise your rights which are set out below. The Data Protection Office may be contacted at U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

**You may contact us at the address above for one or more of the following reasons:**

To ask us to fix information about you that is wrong or incomplete, or to delete personal information about you (the so-called “Right to be Forgotten”).

To tell us you no longer agree to, that you object to, or that you wish to restrict us using information about you and ask us to stop.

A right of access, namely to ask us to provide you with a copy of all of the personal information that we have about you. To receive this information please write to the Data Rights Team, U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

A “data portability” right, namely to obtain and reuse the information that you have provided to us for your own purposes across different services. You may ask for this information to be provided directly to you or directly to another organisation. We will provide the information in a machine readable format so that another organisation’s software can understand that information.

To ask us not to use information about you in a way that allows our computer systems to make decisions about you (as explained in section 9).

Sometimes we will not be able to stop using your personal information when you ask us to (e.g. where we need to use it because the law requires us to do so or we need to retain the information for regulatory purposes).

In other cases, if we stop using your personal information, we will not be able to provide services to you, such as administering your insurance policy or servicing your claim.

We will tell you if we are unable to comply with your request, or how your request might impact you, when you contact us.

### Complaints

If you have any concerns about the way in which we are using your personal information, please contact our Data Protection Officer in the first instance and we will endeavour to resolve your concern. However, you do also have the right to complain about how we treat your personal information to the Information Commissioner's Office ("ICO"). The ICO can be contacted at:

ICO website: <https://ico.org.uk/global/contact-us/>

ICO telephone: **0303 123 1113**

ICO textphone: **01625 545860**

## Section 3: Black Account Leisure Benefit Terms

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- 101 Black Account Lifestyle Management and Concierge Service Terms

# Black Account Cinema Discount Terms

## NatWest Cinema Discount Terms

These Terms govern the NatWest Black Cinema Discount which is available to you as a NatWest Black account holder.

### GENERAL

1. The Cinema Discount is provided on behalf of NatWest by Affinion International Limited, (“we/us/our”), registered in England and Wales (Company Number 01008797) office at Charter Court, 50 Windsor Road, Slough SL1 2EJ.
2. Cinema eCodes must not be re-sold.
3. You may purchase eCodes using the NatWest Black Cinema Discount either online or by telephone as detailed below.
4. We are the data controller. Your personal data will only be used as set out in the privacy and cookies notice.

### CINEMA TICKET BOOKING PROCESS

1. Purchases may be made online via the dedicated NatWest Black Cinema Discount eCode Service pages of the website [membershipbenefits.natwest.com](https://membershipbenefits.natwest.com). If you are not able to access the website, you should call Membership Services on **0345 601 7188**. All eCodes are subject to availability.
2. You must provide credit or debit card details to secure your eCodes and payment is required in full at the time of booking.
3. Once successful payment has been taken, you will instantly be provided with the requested number of eCodes which will be displayed on the membership services website if booked online. For bookings made online and via the telephone booking service you will be sent a purchase confirmation email which will include your eCodes.
4. Once eCodes have been purchased, you can use your eCode to redeem an admission ticket to the cinema provider you selected at the point of purchase by either going to the chosen cinema’s website in advance or taking your eCode reference to the cinema’s box office.
5. eCodes can only be used for the cinema provider selected at the time of purchase, and can only be exchanged for the ticket type described on the eCode.

All eCodes are subject to the terms and conditions of the individual cinema provider you purchase the eCodes for and you will be asked to accept these terms at the time of purchase.

## CINEMA DISCOUNT TICKETS

1. All eCodes are supplied by the cinema providers listed on the Membership Services website. Where the different eCode types are listed, you will see the specific terms and conditions of the cinema provider relating to the terms of use for the eCodes. It is your responsibility to read those terms and conditions before placing an order as the cinema provider will govern how you will be able to use the eCodes.
2. For certain eCodes some cinema locations are excluded from the offer. These exclusions will be listed against the eCode type on the order page. Please ensure you check these before confirming your order.
3. eCodes cannot be refunded or exchanged, unless where the eCode is proven to be faulty. For this reason please take great care in choosing the correct eCode type.
4. Please ensure you note the expiry date of the eCodes. This will be supplied to you at the time of purchase and will be available in the cinema discount tickets benefit area on the Membership Services website.
5. Once eCodes have been purchased, you can use your eCode to redeem an admission ticket to the cinema you selected at the point of purchase either by going to the cinema's website and booking in advance, or taking your eCode to the cinema's box office.
6. eCodes can only be used for the cinema selected at the time of purchase, and can only be exchanged for the tickets type described on the eCode.
7. There is no limit to the number of bookings you can make; however you are limited to a maximum of 6 eCodes per booking.
8. Cinema eCodes are for personal and family use only.
9. If we have reason to believe that eCodes are being purchased for any other reason other than for personal or family use, we reserve the right to suspend the service while the matter is investigated.
10. Upon investigation, if you have been purchasing eCodes for any reason other than personal or family use, we reserve the right to remove the cinema discount ticket service from your NatWest Black account benefits.

## PAYMENT

1. You must provide credit or debit card details to secure your eCodes and payment is required in full at the time of booking.
2. Some cinema providers may charge additional booking fees if booking tickets online. These fees are paid directly to the cinema provider and are not included as part of your eCode purchase made through the NatWest Black Cinema Discount. Please refer to the cinema providers Terms and Conditions for full details.
3. All eCodes remain in our ownership until full payment has been received.
4. All purchases will be charged to your credit and debit cards in pounds sterling.
5. All purchases include Value Added Tax (VAT).

Nothing in these Terms and conditions affects your statutory rights, in particular your right to receive goods which are of satisfactory quality, fit for purpose and which conform to the description given of them on our website.

## CUSTOMER SERVICE

Membership Services must be contacted for all booking related queries and complaints. Please write to Customer Services Manager, Membership Services, Sentinel House, Airspeed Road, Portsmouth PO3 5RF or call Membership Services on **0345 601 7188**.

If telephoning, your call will be recorded for quality and training purposes.

Membership Services cannot assist in any queries specifically related to the cinema provider or your viewing experience. For any cinema related queries please contact the cinema provider directly.

## The EC Online Dispute Resolution Platform

If you have a complaint, you have the option to register your complaint using the European Commission Online Dispute Resolution (ODR) Platform. This is a web-based platform that is designed to help consumers who have bought goods or services online to deal with issues arising from that purchase. Complaints submitted to the platform will be dealt with by approved ADR providers. You can access the platform at the following website address: <http://ec.europa.eu/consumers/odr/>

# Black Account Ticket Booking Service Terms

These Terms govern the NatWest Black Account Ticket Booking Service which is available to you as a Black account holder.

## General

1. The Black Account Ticket Booking Service is provided on behalf of NatWest by Affinion International Limited (“we/us/our”), registered in England and Wales (Company Number 01008797) and having our registered office at Charter Court, 50 Windsor Road, Slough SL1 2EJ. These terms govern our relationship with you.
2. As a Black account holder you will receive a 25% cash back refund (cash back) on your purchase of up to six tickets for each of four events, per Black account, booked through the Black Account Ticket Booking Service in each 12 month period following the opening of your Black Account. Any joint Black account holders are not entitled to receive an additional cash back entitlement.
3. You must be included in the party attending the event to qualify for the cash back benefit. Tickets must not be resold.
4. You may book tickets for events using the Black Account Ticket Booking Service either online or by telephone as detailed below. Tickets for some events may be available online but not via the Ticket Booking Telephony Service and vice versa.
5. Tickets for sporting events may only be booked online via the dedicated Black Account Ticket Booking Service pages of the website [membershipbenefits.natwest.com](https://membershipbenefits.natwest.com)
6. We are the data controller. Your personal data will only be used as set out in the privacy and cookies notice.

## Online bookings

1. Bookings may be made online via the dedicated Black Account Ticket Booking Service pages of the website [membershipbenefits.natwest.com](https://membershipbenefits.natwest.com). If you are not able to access the website, or if tickets for the event are not available online, you should call Membership Services on **0345 601 7188** to book via the Ticket Booking Telephony Service. Tickets are subject to availability.
2. You must provide credit or debit card details to secure your tickets and payment in full is required at the time of booking.
3. It may be possible to book tickets online for events taking place outside of the United Kingdom and Republic of Ireland but these bookings will not qualify for the 25% cash back.

4. Following the completion of an online booking through the Ticketmaster website accessed via the dedicated Black Account Ticket Booking Service pages of the website **membershipbenefits.natwest.com**, you will need to return to the dedicated Black Account Ticket Booking Service pages of the website **membershipbenefits.natwest.com** and enter the booking reference number provided to you by Ticketmaster, where indicated.
5. Tickets purchased through any ticket resale sites affiliated with Ticketmaster, for example GETMEIN and seatwave, will not be eligible for cash back.

#### **Ticket booking telephony service**

1. Bookings can be made by calling Membership Services on **0345 601 7188** between the hours of 8am to 10pm Monday to Sunday, 364 days a year (excluding Christmas Day) and speaking to a Ticket Booking Service adviser about an event or events for which you would like to buy tickets.
2. We will try to accommodate any specific request you may have, by sourcing a supplier of tickets for the desired event. If it is not possible to provide the requested information, or book your tickets immediately, the Ticket Booking Service adviser will make enquiries and phone you back within 6 business hours with the outcome or status of the enquiry (even if they have not succeeded in sourcing tickets for you). Business hours are between 9am and 5pm Monday to Friday (excluding Bank Holidays).
3. Bookings can only be made for events taking place in the United Kingdom and the Republic of Ireland.
4. Tickets for sporting events cannot be booked through the Ticket Booking Telephony Service.
5. We can only source tickets where they are available at face value. We cannot source tickets which include additional extras including food, drink and hotel packages.
6. You must provide credit or debit card details to secure your tickets and payment in full is required at the time of booking.
7. If you book tickets for an event taking place within the Republic of Ireland you will be charged in pounds sterling using the average daily prevailing currency exchange rate as published by oanda.com on the previous business day to the day of the time of booking which you will be advised of at the time of booking.
8. You will be asked to provide an email address so that we can issue you with confirmation of your booking and your booking reference. If you cannot provide an email address, your booking confirmation and booking reference will be sent to you by post to the address you provide at the time of booking.



## Pre-registration

1. By pre-registering for tickets you are requesting Affinion International Limited to purchase tickets on your behalf. This means that when tickets for the event you have pre-registered for go on general sale Affinion will try to accommodate your request by sourcing the tickets you have requested.
2. You can pre-register for an event only once. You will not be able to submit multiple pre-registration requests for the same event.
3. You may pre-register for as many tickets as permitted by the booking form as set by the venue, event organiser, promoter and ticket agent, however cash back will only apply subject to the details in the Cash back Section below.
4. You can amend or cancel your pre-registration request up until the event that you have pre-registered for goes on general sale by calling Membership Services on **0345 601 7188**.
5. Once the event you have pre-registered for goes on general sale, you will be notified as soon as possible whether or not your tickets have been successfully sourced.
6. On purchasing your requested tickets payment will be taken in full. Tickets cannot be refunded or exchanged.
7. Upon securing your booking you will be issued with a booking reference. If collecting tickets at the event venue box office, you should present your booking reference upon arrival at the event venue.
8. Depending on the venue, event or the period of time between your booking and the date of the event, tickets will be dispatched to you by post, email, or you may collect your tickets at the event venue box office on the day of the event, where available and at your request.

## Tickets

1. Tickets cannot be refunded or exchanged.
2. You may purchase as many tickets as are available for the event or as stipulated by the venue, event organiser, promoter and ticket agent. However cash back will only apply subject to the details in Clause 2 of the General Section.
3. Upon making your booking you will be issued with a booking reference. If collecting tickets at the event venue box office, you should present your booking reference upon arrival at the event venue.
4. Depending on the venue, event or the period of time between your booking and the date of the event, tickets will be dispatched to you by post, email, or you may collect your tickets at the event venue box office on the day of the event, where available and at your request.

5. Where either artist, venue or time of event are different or where the same event is booked at a different time and you receive a different order confirmation number this will be classed as a separate event.
6. All bookings are subject to the terms and conditions of the individual ticket agent and/or venue you book through which you will be asked to accept at the time of purchase. These terms and conditions will be provided to you with your tickets.
7. For bookings made online directly via the dedicated Black Account Ticket Booking Service pages of the website **membershipbenefits.natwest.com**, and through the Ticket Booking Telephony Service, we purchase tickets from agents and venues on behalf of Black Account holders and have no control over the events. We act as an agent, and therefore your ticket contract is with the ticket vendor and not us.

#### Cash back

1. The cash back is calculated on the full price paid for the tickets, including any booking fee and any processing or delivery fees incurred.
2. The cash back is not applicable to any other promotional offer and only applies to tickets purchased through the Black Account Ticket Booking Service.
3. The cash back will appear in your online orders & cash back on the dedicated Black Account Ticket Booking Service pages of the website **membershipbenefits.natwest.com** within 5 days of booking (subject to a successful payment transaction), and will be paid into your Black account within 30 days of your booking. Should you not receive your cash back within 30 days of your booking please contact Black Account Membership Services on **0345 601 7188**.
4. The cash back amount will appear as "Tickets Cash-back" on your Black account bank statement.
5. If you book tickets for an event taking place within the Republic of Ireland the cash back earned will be in pounds sterling using the average daily prevailing currency exchange rate as published by oanda.com on the previous business day to the day the cash back is processed (which may vary from the exchange rate used by your payment Card issuer).
6. We reserve the right to retrieve the cash back paid to you at the time of the purchase of the ticket(s) if the event that the ticket(s) were purchased for is cancelled.

7. For bookings made online through the Ticketmaster website accessed via the dedicated Black Account Ticket Booking Service pages of the website **membershipbenefits.natwest.com**, if for any reason the event that the ticket(s) were purchased for is cancelled, you will receive a full refund of the price paid at the time of purchase to the credit or debit card used to purchase the ticket(s) online originally. If we are going to debit the cash back value from your Black account we will write to you giving no less than 28 days' notice of the date this debit will be made, along with the Black Account details from which it will be taken, and the amount.
8. For bookings made online directly via the dedicated Black Account Ticket Booking Service pages of the website **membershipbenefits.natwest.com**, and through the Ticket Booking Telephony Service, if for any reason the event that the ticket(s) were purchased for is cancelled, we will arrange a refund on behalf of the ticket vendor and you will receive a full refund of the price paid at the time of purchase (less any cash back already paid to you) to the credit or debit card used to purchase the ticket(s) originally.

#### Customer service

1. Membership Services must be contacted for all booking related queries, complaints and claims. Please write to Customer Services Manager, Membership Services, Sentinel House, Airspeed Road, Portsmouth PO3 5RF or call Membership Services on **0345 601 7188**. If telephoning, your call will be recorded for quality and training purposes.
2. Any complaint regarding an event that you attend must be brought to the attention of the venue management as early as possible during the event and, if not resolved to your satisfaction, should be notified to Membership Services on **0345 601 7188**.

#### Other important terms

1. It is always possible that, despite our best efforts, some of the tickets we sell may be incorrectly priced due to mispricing by the Ticket Vendor. If we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel your booking, refund you any sums you have paid.
2. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

3. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the service.
4. The EC Online Dispute Resolution Platform  
If you have a complaint, you have the option to register your complaint using the European Commission Online Dispute Resolution (ODR) Platform. This is a web-based platform that is designed to help consumers who have bought goods or services online to deal with issues arising from that purchase. Complaints submitted to the platform will be dealt with by approved ADR providers. You can access the platform at the following website address: <http://ec.europa.eu/consumers/odr/>
5. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

# Black Account Lifestyle Management and Concierge Service Terms

## Background

Ten Lifestyle Management and Concierge Service (the “**Service**”) is provided by Ten Lifestyle Management Limited (“**Ten**”), registered in England and Wales under company number 4688658 and having its registered office at Fitzroy House, 2nd Floor, 355 Euston Road, London, NW1 3AL.

The Service is available to you as a Black account customer.

## 1. Ten Lifestyle Management and Concierge Service

- 1.1 The Service comprises responding to your lifestyle requests for support around travel management, retail purchases, home improvement supplier recommendations, restaurant and theatre reservations, tickets and live event ticketing and any other lifestyle services that you may require from time to time.
- 1.2 Ten may decline any instruction on the grounds that it is outside its remit, or if it is illegal or immoral. Where Ten declines an instruction it will inform you as soon as reasonably possible and the instruction will not be counted as a request.
- 1.3 You can access the Service in any of the following ways:
  - (a) **by phone: 0345 601 7188;**
  - (b) **by email: [membership@tengroup.com](mailto:membership@tengroup.com);**
  - (c) **online: [membershipbenefits.natwest.com](http://membershipbenefits.natwest.com).**
- 1.4 Ten will use all reasonable endeavours to introduce you to a supplier who is suited to meet your needs.
- 1.5 In certain circumstances, Ten may undertake to manage the request and liaise with the supplier on your behalf. Ten will let you know if this is the case, otherwise Ten will simply introduce you to a supplier and you will be responsible for liaising with the supplier and agreeing the basis upon which the request is supplied.
- 1.6 Ten will use all reasonable efforts to ensure that when you use the Service, you do not pay more than the local market rate or the recommended retail price for any goods or services concerned. This is referred to as the “**Ten pricing principle**”.

## 2. Suppliers

- 2.1 Ten will ensure, by using its own experience working with the supplier, customer feedback and background checks, that any supplier used in the provision of the Service demonstrates adherence to good industry practice and provides a high quality service. Ten will let you know if it is aware of any issues or if it has any concerns with any proposed supplier before the supplier is either instructed to commence the work or is introduced to you. It will then be up to you to decide whether to proceed with instructing the supplier.

- 2.2 The contract for work to be carried out, goods to be supplied, or services to be provided by the supplier is between you and the supplier. Ten is not a party to that contract.
- 2.3 It is the responsibility of the supplier to communicate its terms and conditions of business, method of work and prices to you, and it is your responsibility to ensure that you are comfortable with them.
- 2.4 Ten cannot guarantee or be responsible for any work carried out, goods supplied, or services provided by a supplier.

### **3. Use of the Service**

- 3.1 The Service is subject to a fair use policy of 40 requests in any twelve month period.
- 3.2 You agree to provide true, accurate, current and complete information when providing details to Ten.
- 3.3 You agree to notify Ten as soon as reasonably possible of any changes to the information provided at the time you made the request.
- 3.4 You agree to inform Ten **and** any supplier if you wish to cancel or alter any booking or purchase made, or if you will be unable to honour any appointment, reservation or meeting arranged in connection with the Service. You will be responsible under the contract with the supplier for any cancellation fees/charges.
- 3.5 You agree not to impersonate any other person or entity or to use a false name.

### **4. Charges and payment**

- 4.1 You shall pay all charges reasonably levied by suppliers as notified to you at the time of booking.
- 4.2 You shall pay any additional charges levied by Ten from time to time. These charges will be agreed with you in advance and will be restricted to charges for:
  - (a) the use of Ten's specialist motor service (details available upon request); and
  - (b) situations where Ten takes on the role of the supplier (for example, if a member of Ten staff hand delivers a package for you, rather than instructing a courier company to do so).
- 4.3 The scope and extent of tasks will be defined and agreed with you in advance of any additional charge being levied. Additional terms and conditions may apply in these circumstances and will be notified to you in advance of any additional charge being levied.
- 4.4 Ten may manage payments to suppliers on your behalf (for example, if the supplier is not able to accept credit card payments, Ten may help to facilitate that payment). In such instances Ten will charge you and pay the funds to the supplier on such terms as have been agreed by Ten and the supplier. The money will be held by Ten in a designated trust account until it is paid to the supplier. Ten may earn interest on this money.

4.5 Ten may earn commission from suppliers as a result of introducing you to suppliers. This commission will not override the Ten pricing principle.

## **5. Personal Information**

5.1 You agree to Ten holding and processing (by computer or otherwise) any personal information which Ten will process in accordance with the principles laid down by the law.

5.2 You are entitled to ask Ten in writing to supply you with any personal information it holds about you and Ten may charge a fee for this.

5.3 Your personal information may be transferred outside the European Economic Area for the purpose of Ten fulfilling the Service, for example where the supplier is situated outside this area.

5.4 Ten will not disclose any personal information to any third party except:

- (a) where it is necessary for the provision of the Service;
- (b) where you have specifically agreed that Ten may do so;
- (c) for fraud prevention purposes;
- (d) to any person who may assume Ten's rights under these terms;
- (e) where Ten has a right or duty to disclose or is compelled to do so by law.

## **6. Liability**

6.1 When you instruct a supplier, the contract is with the supplier and not with Ten. Ten is not responsible for the actions of the supplier (unless there has been a breach by Ten).

6.2 Subject to the terms of this agreement and to the extent permissible by law, Ten accepts no responsibility for any loss, liability or cost incurred by you as a result of any act or omission by a supplier.

6.3 Neither you nor Ten will be responsible for any delay in performance or for non-performance due to an event beyond either party's reasonable control, including without limitation strike, lock-out, labour dispute, act of God, war, terrorist act, civil commotion, malicious damage, compliance with a law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, and other circumstances affecting the Service. Ten will notify you and will endeavour to provide the Service to you as soon as possible in these circumstances.

## 7. Communications with Ten

You can contact Ten:

- (a) **by phone:** 0345 020 4556
- (b) **by post:** The Membership Team  
Ten Group  
Fitzroy House, 2nd Floor  
355 Euston Road  
London  
NW1 3AL
- (c) **by fax:** +44 (0) 20 7479 3390
- (d) **by email:** [membership@tengroup.com](mailto:membership@tengroup.com)

## 8. Complaints

- 8.1 Ten's goal is to give excellent service to all its customers but it recognises that things do go wrong occasionally. Ten takes all complaints it receives seriously and aims to resolve all its customers' problems promptly and achieve a fair outcome. To ensure that it provides the kind of service you expect, Ten welcomes your feedback. Ten will review the complaints it receives to make sure that it continually improves the service it offers.
- 8.2 If you are unhappy with any aspect of the handling of your request we would encourage you, in the first instance, to seek resolution by contacting Ten:
  - (a) **by phone:** 0345 020 4556
  - (b) **by email:** [membership@tengroup.com](mailto:membership@tengroup.com)
  - (c) **by post:** The Membership Team  
Ten Group  
Fitzroy House, 2nd Floor  
355 Euston Road  
London  
NW1 3AL
- 8.3 So that Ten can get to the bottom of your complaint straight away, it needs as much information as possible. To help Ten do this, please try to include the following information when you contact Ten:
  - your contact details, including any daytime phone numbers;
  - your account number and sort code;
  - what your complaint is about;



- any names or dates you've noted if you've already spoken to someone about this problem;
- any losses you've suffered; and
- what you'd like Ten to do to put things right.

8.4 Ten will do its best to resolve your complaint straight away. If Ten can't it'll keep you updated step-by-step:

- Step 1 – if Ten can't resolve your complaint within one week it'll contact you, so you know who is dealing with it;
- Step 2 – Ten will keep you updated regularly, but if you have any questions you'll be able to contact the team dealing with your complaint directly; and
- Step 3 – Ten will aim to resolve your complaint within two weeks. If for some reason Ten can't resolve it in this time, it will keep you regularly updated on its progress until it's all sorted. If you're not happy with Ten's progress at any time, please call the team dealing with your complaint straight away.

## 9. Consumer Rights

The provisions of these terms and conditions are in addition to and do not affect your statutory rights as a consumer.

## 10. Governing Law and Jurisdiction

10.1 If your address is in Scotland:

- (a) Scots law applies between you and Ten; and
- (b) the Scottish courts have non-exclusive jurisdiction over any disputes arising out of this benefit.

10.2 If your address is in England or elsewhere:

- (a) English law applies between you and Ten; and
- (b) the English courts have non-exclusive jurisdiction over any disputes arising out of this benefit.





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If you'd like this information in another format,  
call us on **03457 888 444** (Minicom 0800 404 6161)

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Financial Services Firm Reference Number 114724