

| Premier

# Black Account Benefit Terms



Royal Bank  
of Scotland

TOMORROW BEGINS TODAY

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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 1,100 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 Royal Bank of Scotland 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 £24 per visit.
- Access discounts at selected airport restaurants and spas across the world via the DragonPass Premier+ App or online at [rbs.dragonpasspremierplus.com](https://rbs.dragonpasspremierplus.com)
- Purchase additional airport lounge visits for your guests at a cost of £24 per guest by using the DragonPass Premier+ App, online [rbs.dragonpasspremierplus.com](https://rbs.dragonpasspremierplus.com) or over the telephone on **0345 266 8801**.
- **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 £24 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 [rbs.dragonpasspremierplus.com](https://rbs.dragonpasspremierplus.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 '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 [rbs.dragonpasspremierplus.com](https://rbs.dragonpasspremierplus.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 £24 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 Royal Bank of Scotland 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 Royal Bank of Scotland 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 266 8801\*** (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 266 8801**, by email at [support@dragonpasspremierplus.com](mailto:support@dragonpasspremierplus.com) or you can write to us at:

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

\*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.

# 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”). Royal Bank of Scotland 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.
- 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 Royal Bank of Scotland 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.

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

- 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 Royal Bank of Scotland DragonPass Premier+ App or online at [rbs.dragonpasspremierplus.com](https://rbs.dragonpasspremierplus.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. Royal Bank of Scotland 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 [rbs.dragonpasspremierplus.com](https://rbs.dragonpasspremierplus.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 [rbs.dragonpasspremierplus.com](https://rbs.dragonpasspremierplus.com) or the App. Please note, DragonPass Premier+ is designed to work as a digital service through access to the Royal Bank of Scotland 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 266 8801** 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 Royal Bank of Scotland 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 266 8801**, by email at **support@dragonpasspremierplus.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 £24 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 £24 guest fee.
- 4.4. If you change your name you must tell Royal Bank of Scotland 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 266 8801** (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 266 8801** (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 Royal Bank of Scotland **DragonPass Premier+ App** or via the **DragonPass Premier+ website at [rbs.dragonpasspremierplus.com](https://rbs.dragonpasspremierplus.com)**. **If a guest is being pre-booked an additional fee of £5 on top of the £24 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 **[rbs.dragonpasspremierplus.com](https://rbs.dragonpasspremierplus.com)**, DragonPass Premier+ website or the Royal Bank of Scotland 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 266 8801** 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 £24 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 Royal Bank of Scotland website, or by calling membership services on **0345 266 8801** for a cost of £24 per guest per visit.
- 6.2. Payment for guest access can be completed:
  - Via the DragonPass Premier+ App, or Royal Bank of Scotland 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: [rbs.dragonpasspremierplus.com](https://www.rbs.dragonpasspremierplus.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 [rbs.dragonpasspremierplus.com](https://www.rbs.dragonpasspremierplus.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 [rbs.dragonpasspremierplus.com](https://www.rbs.dragonpasspremierplus.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.

## **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 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. Calls may be recorded.

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 266 8801** (Relay UK **18001 0345 266 8801**). 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 266 8801** (Relay UK **18001 0345 266 8801**) 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 266 8801**.

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**.

## 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

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**.

## 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 RBS 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 below);
- 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 above.

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.

Aviva Insurance Limited (“Aviva”) (“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 202153). This can be checked by visiting the Financial Services Register (<https://register.fca.org.uk>). Aviva is incorporated in Scotland with registered number 2116 and registered office at Pitheavlis, Perth PH2 0NH. We have appointed Likewize Device Protection UK Limited (“Likewize”) to act on our behalf as our agent to help us administer your policy and deal with claims. Likewize is incorporated in England with company number 14134370, and registered address at Unit 2, Crewe Logistics Park, Jack Mills Way, Shavington, Crewe, Cheshire, CW2 5XF. Likewize is authorised by the Financial Conduct Authority (FRN: 984178).

## 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.rbs.co.uk/benefits](http://www.rbs.co.uk/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. the Royal Bank of Scotland 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 Likewize 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 Likewize 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:
  - i. have a screen size of less than 7 inches (measured diagonally);
  - ii. are the manufacturer’s standard design and specification;
  - iii. cannot be used as a satellite phone; and
  - iv. 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 Likewize, 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 Likewize.
- 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 Likewize 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 consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
  - (a) war: Any war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion, assuming the proportions of or amounting to an uprising, military or usurped power;
  - (b) terrorism;
  - (c) any action taken in controlling, suppressing or in any way relating to war or terrorism.

## 7. Making a Claim

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

Likewize can be contacted as follows:

- **Online:** [www.rbs.co.uk/benefits](http://www.rbs.co.uk/benefits)
- **Call: 0345 266 8801**  
(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:**  
Royal Bank of Scotland Insurance Services  
Likewize  
Claims Department  
Gawsworth House  
Crewe Business Park  
Crewe  
Cheshire  
CW1 6XB

- a. You must pay the excess (as set out in section 4) before Likewize 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 Likewize. 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 Likewize's property once a replacement phone has been issued. If a lost or stolen phone is then found, you must contact Likewize 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 Likewize to validate your claim.
- g. If your claim is for damage or breakdown, before Likewize 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 Likewize 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, Likewize 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 Likewize's suppliers do not have your phone in stock, Likewize 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 Likewize. 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 Likewize on **0345 266 8801**. 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 Likewize'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 Likewize within 72 hours of accepting the delivery. If you notify Likewize later than this, they may deem the damage to have occurred after the phone was received by you. Cosmetic damage to the replacement phone Likewize have provided you with is not covered under the warranty.
- k. Likewize 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 Likewize 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 Likewize will use personal information.
- n. You will not be able to make a claim if the Royal Bank of Scotland 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. Likewise 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 266 8801**.

### **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 Likewise's reasonable instructions, including any security instructions.
- d. No cash alternative is available to the service.
- e. We and Likewise 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 Likewise 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 Likewise are entitled to approach that insurer for a contribution towards the claim.
- e. Where you fail to co-operate or fail to provide Likewise and us with information or documentation we and Likewise reasonably require and this affects Likewise's ability to process a claim or defend their interests, Likewise will not pay the claim and will pass details to the Royal Bank of Scotland 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 the Royal Bank of Scotland 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 266 8801**.

## 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 266 8801** 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 Likewise believe you deserve a courteous, fair and prompt service. If there is any occasion when Likewise or our service does not meet your expectations or complaints relating to policy coverage, terms & conditions or the underwriting of your policy, please contact Likewise using the appropriate contact details below, providing your name and your mobile phone IMEI number to help us deal with your comments quickly.

**Write to:** Royal Bank of Scotland Insurance Services  
Likewise Customer Relations Department  
Gawsworth House  
Crewe Business Park  
Crewe  
Cheshire  
CW1 6XB

**Email:** [Rbscustomerrelations.uk@likewise.com](mailto:Rbscustomerrelations.uk@likewise.com)

**Call:** **0345 266 8801**

(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.)

## **Our Complaints Process**

We and Likewise 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 Likewise are unable to resolve your concerns within 8 weeks, you may be entitled to refer the complaint to the Financial Ombudsman Service. We or Likewise 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.

## **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 main data controller responsible for your personal information is Likewise who is responsible for policy administration and claims handling. For the purposes of this section 15 only, "we", "our" and "us" refers to Likewise. Additional data controllers include Aviva who is the insurer of this policy and the Royal Bank of Scotland Group who are responsible for the sale and distribution of the product and any applicable reinsurers.

Likewise is 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 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 Notice at: <https://likewise.com/uk-dp-privacy-notice/> or you may request a copy by emailing [privacy@likewise.com](mailto:privacy@likewise.com)

Details about the way Royal Bank of Scotland Group use your personal information can be found in their separate privacy notices available at [rbs.co.uk/privacy](https://rbs.co.uk/privacy).

### ***How Aviva may use your Personal Information***

To the extent Aviva receives and processes your Personal Information, Aviva will be a data controller for that information. Aviva may receive your Personal Information, for example, if your complaint is escalated to Aviva or if Aviva takes over administration of your insurance policy or handling of your claims from Likewise. For more information about how Aviva may collect, use and disclose your Personal Information and your rights in relation to your Personal Information, see Aviva's privacy policy at [www.aviva.co.uk/privacypolicy](https://www.aviva.co.uk/privacypolicy) or write to The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR, or email [DATAPRT@aviva.com](mailto:DATAPRT@aviva.com)

## **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 the Royal Bank of Scotland 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:

Royal Bank of Scotland Specialised Services  
Likewize  
Gawsworth House  
Crewe Business Park  
Crewe  
Cheshire  
CW1 6XB

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

## Section 1. Important Information

### Section A: Introduction

This policy is automatically provided as a benefit of you being a Royal Bank of Scotland Black account holder. If your Royal Bank of Scotland Black account is closed, this benefit will end immediately and you will not be entitled to use this policy.

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.

You do not need to call to register your cover or vehicle as cover begins immediately upon opening your Royal Bank of Scotland Black account.

This policy is split into 2 parts:

- UK Breakdown Cover policy – Section 2
- European Breakdown Cover policy – Section 3

**Important: This policy is a benefit under your Royal Bank of Scotland Black account and does not provide you with the same level of cover as full AA Personal Membership.**

**If you have existing policies that give the same cover elsewhere, you'll need to consider whether you may be paying for duplicate cover.**

### Section B: Status disclosure

Your Royal Bank of Scotland Black account Breakdown Cover is provided by three different insurers:

- Roadside Assistance, At Home and National Recovery are provided by Automobile Association Developments Limited (trading as AA Breakdown Services). Registered office: Fanum House, Basing View, Basingstoke RG21 4EA. Registered in England and Wales Number: 01878835.
- Onward Travel and European Breakdown Cover are underwritten by Acromas Insurance Company Limited. Registered office: 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar).
- Accident Assist is underwritten by AA Underwriting Insurance Company Limited. Registered office: Unit 2.1 Waterport Place, 2 Europort Road, Gibraltar, GX11 1AA. Registered Number 106606 (Gibraltar).

### Section C: Demands and Needs

This Royal Bank of Scotland Black account Breakdown Cover will meet the demand and needs of persons wishing to ensure they are covered in the event of a breakdown in the UK (including Northern Ireland) or Europe.

This policy does not cover all situations and you should read all the terms and conditions of this policy to make sure it meets your specific needs.

Royal Bank of Scotland do not make personal recommendations as to the suitability of the policy to individual circumstances. You are solely responsible for deciding whether the policy is suitable for your needs.

The summary below outlines the main benefits of your cover. Please read the whole document to understand your full cover.

Cover Level	Customer Needs
<b>Roadside Assistance</b>	Customers who need assistance in the event they break down more than ¼ mile away from their home address.
<b>At Home</b>	Customers who need assistance in the event they break down at or within ¼ mile of their home address.
<b>National Recovery</b>	Customers who, if we are unable to repair the vehicle, need their vehicle to be recovered to a single destination of their choice.
<b>Onward Travel</b>	Customers who, if we are unable to arrange a prompt local repair, need a hire car or hotel accommodation or public transport costs to continue their journey.
<b>Accident Assist</b>	Customers who require help following a motor accident in their Car.
<b>European Breakdown Service</b>	Customers who need breakdown assistance and motor legal protection in Europe.

## Section D: Important Contact Details

- For Breakdown Assistance in the UK call Royal Bank of Scotland membership services **0345 266 8801**.
- Go online at **www.theaa.com**
- Download The AA App – for UK breakdowns only. Find out more at **www.theaa.com/apps**
- For Breakdown Assistance in Europe call Royal Bank of Scotland membership services **0345 266 8801**.
- Go online at **www.theaa.com**
- SMS text messaging is available for use by deaf, hard of hearing or speech impaired customers in a breakdown situation by sending an SMS to **07860 027 999**.
- Information is available in large print, audio and Braille on request. Please call **03457 24 24 24** for details.
- Text Phone users can contact us using Relay UK by prefixing any of our numbers with **18001**.

### What to do if you need assistance

Before you call anyone:

1. If possible, try and stop in a safe place out of the way of traffic.
2. Switch on hazard warning lights and sidelights.
3. Put on a high visibility jacket (this is a legal requirement in some European countries).
4. Place a warning triangle behind your vehicle in a clearly visible position
  - Roads: approximately 30 metres behind
  - European Motorways: approximately 100 metres behind
  - UK Motorways: do not place a warning triangle as this is illegal for safety reasons.
5. Get all occupants to a place of safety away from moving traffic.

If you break down in Europe, please see the guidance in Section 3: Your European Breakdown Cover for what you should do.

## Section 2. Your UK Breakdown Cover

### Section A: If you require breakdown assistance in the UK

#### Where cover is available:

UK Breakdown Cover detailed in Section 2 of this Policy only applies to those ordinarily resident in the UK travelling in a vehicle which first becomes stranded in the United Kingdom. Accident Assist cover is only provided for an accident that occurs in England, Wales or mainland Scotland.

#### How to contact the AA:

If you have broken down and require assistance, please:

- Call Royal Bank of Scotland membership services on **0345 266 8801**.
- Go online at **www.theaa.com**
- Download The AA App. Find out more at **www.theaa.com/apps**

**It is important that you contact the AA because if you contact a garage direct you will have to settle the bill and the AA will not be obliged to reimburse you.**

#### What you will need when you contact us:

**If you are the Royal Bank of Scotland Black account holder**, we will need to check that you are entitled to service. To confirm your identity, we will ask for a combination of the following details:

- your account number and sort code of your Royal Bank of Scotland Black account
- your name as shown on your account
- your date of birth
- your home address
- the make, model and registration number of the vehicle you are travelling in.

**If you are the Royal Bank of Scotland Black account authorised driver** who has been given permission by the Royal Bank of Scotland Black account holder(s) to use a vehicle that is registered to the account holder(s), we will need the following information in order to provide assistance:

- the full name of the Royal Bank of Scotland Black account holder(s), along with their home address, date of birth, or their Royal Bank of Scotland Black account sort code and account number
- your full name
- the make, model and registration number of the vehicle.

### Section B: Definition of words and phrases used in this Policy

Some common terms are used to make this policy easier to understand. Wherever the following words or phrases appear they will always have the meaning set out below.

<b>AA (also We, Us)</b>	The relevant insurer of the breakdown cover being: <ul style="list-style-type: none"><li>• Automobile Association Developments Limited (trading as AA Breakdown Services) for Roadside Assistance, National Recovery and At Home.</li><li>• Acromas Insurance Company Limited for Onward Travel and European Cover.</li><li>• AA Underwriting Insurance Company Limited for AA Accident Assist.</li></ul>
<b>AAIS</b>	Automobile Association Insurance Services Limited.

<b>AA Approved Repairer</b>	a carefully selected repairer by the AA to provide the repair element of the AA Accident Assist service to you.
<b>Accident</b>	The unexpected complete immobilisation of the Vehicle due to a road traffic collision, which affects the mobility or security of the Vehicle or renders it unsafe to drive.
<b>Accident Assist</b>	<p>Accident Assist is available if you have an accident in Your Car:</p> <ol style="list-style-type: none"> <li>1. We can recover Your Car if it is not mobile or is unsafe to drive after an accident.</li> <li>2. In the event of a Non-Fault accident, we can arrange and manage repairs to Your car with no excess to pay and arrange a Replacement Hire Car.</li> <li>3. In the event of an accident where you are deemed to be At Fault, we can recover your vehicle. If you agree to use the Accident Assist service and for Your car to go to an AA-Approved repairer, they can (with prior approval from your insurer) repair your vehicle and provide a small courtesy car.</li> </ol> <p>Accident Assist is only available for accidents in England, Wales and mainland Scotland.</p> <p>Please refer to Section I: Accident Assist for full details.</p>
<b>At Fault Accident</b>	An accident which is not a Non-Fault Accident.
<b>Breakdown</b>	<p>An event (excluding an accident):</p> <ol style="list-style-type: none"> <li>a) which causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily brings the vehicle to a halt on a journey because of some malfunction of the vehicle or failure of it to function; and</li> <li>b) after which the journey cannot be commenced or continued safely or without further concern in the relevant vehicle.</li> </ol>
<b>Cover Period</b>	The period for as long as you are a Royal Bank of Scotland Black account holder.
<b>Customer</b>	<p>The person to whom the policy documentation is addressed and who is named as a Royal Bank of Scotland Black account holder, or who is nominated as an authorised driver by the Royal Bank of Scotland Black account holder and is driving the account holder's vehicle at the time of breakdown.</p> <p>To be covered under this policy, you must be a resident of the UK excluding the Channel Islands or the Isle of Man. This means you must spend at least 6 months of any 12-month period in the UK.</p>
<b>Customer's Home Address</b>	The address which the AA has recorded as the home address of the customer at the time of the relevant breakdown or accident.
<b>Non-Fault Accident</b>	An accident where the AA considers liability rests with the other person.
<b>Party</b>	The occupants of the vehicle (excluding hitchhikers).
<b>Replacement Hire Car</b>	A replacement mid-range saloon or hatchback type car up to 1,600cc.

<b>Road traffic collision (RTC)</b>	Any incident that involves any moving or stationary objects, including but not limited to, other vehicles, animals, incidents with speed bumps, trees, fences, walls, posts, kerbs, ditches, ice, oil, road debris etc.
<b>UK</b>	England, Scotland (including islands), Wales, Northern Ireland, Channel Islands and the Isle of Man.
<b>You, Your</b>	The Royal Bank of Scotland Black account holder(s) and any nominated authorised drivers.
<b>Your Vehicle/Car</b>	Any vehicle registered in the UK, being driven by or carrying the Royal Bank of Scotland Black account holder(s) or a vehicle registered in the UK and owned and registered to the account holder(s), which is being used by the authorised driver with the permission of the account holder(s).

## Section C: Services Available

<b>Roadside Assistance</b>	This cover provides roadside assistance throughout the UK, 24 hours a day, every day of the year. Please refer to Section E: Roadside Assistance for full details.
<b>Accident Assist</b>	<p>Accident Assist is available if you have an accident in Your Car:</p> <ol style="list-style-type: none"> <li>1. We can recover Your Car if it is not mobile or is unsafe to drive after an accident.</li> <li>2. In the event of a Non-Fault accident, we can arrange and manage repairs to Your car with no excess to pay and arrange a replacement Hire car.</li> <li>3. In the event of an accident where you are deemed to be At Fault, we can recover your vehicle. If you agree to use the Accident Assist service and for Your car to go to an AA-Approved repairer, they can (with prior approval from your insurer) repair your vehicle and provide a small courtesy car.</li> </ol> <p>Accident Assist is only available for accidents in England, Wales and mainland Scotland.</p> <p>Please refer to Section I: Accident Assist for full details.</p>
<b>At Home</b>	Provides all the benefits of Roadside Assistance at your home address. Please refer to Section F: At Home for full details.
<b>National Recovery</b>	Recovery to a single UK destination of your choice if the AA is unable to fix Your Car at the roadside following a breakdown. This means you can choose to be taken home, to your destination or anywhere else on the UK, regardless of how far this may be. Please refer to Section G: National Recovery for full details.
<b>Onward Travel</b>	If you have broken down and the AA cannot arrange a prompt local repair, Onward Travel provides alternative travel options. You could choose from Replacement Hire Car for up to 5 days (a collection and delivery service, or equivalent, is available from chosen suppliers, subject to availability and to supplier's terms and conditions (which includes payment of supplier's fuel charges); alternative transport costs or overnight accommodation. Please refer to Section H: Onward Travel for full details.

## Section D: Vehicle Specifications

Breakdown assistance is only available for cars, light vans, campervans, motor caravans, caravans, trailers, motorhomes, vans, minibuses or motorcycles (including quads and trikes) which meet the specifications set out below. We may be able to attend for vehicles that exceed the dimensions below, but we will charge you for those services.

Please note that “car, van, minibus or motorcycle” does not include, amongst other things, electric pavement vehicles, electrical wheelchairs, bicycles (including electric bicycles), any vehicle which cannot lawfully be used on the public highway and/or any non-motorised vehicle.

- Maximum Vehicle Weight: 3.5 tonnes (3,500kg) gross vehicle laden weight
- Maximum Vehicle Width: 2.55m (8ft 3in) which constitutes the overall width of the vehicle bodywork excluding mirrors, measured at the widest points.

These dimensions will be calculated taking into account anything attached to your vehicle and any trailer or caravan, including but not limited to towing equipment, any carriers or racks (e.g. bike or luggage), or anything else attached to the vehicle or the carriers/racks.

## Service Descriptions – What is covered and what is not covered

### Section E: Roadside Assistance

Provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

What is covered	What is not covered
<ul style="list-style-type: none"><li>• Roadside Assistance is available if your vehicle is stranded on the highway more than a quarter of a mile from the Royal Bank of Scotland Black account customer’s home address following a breakdown.</li><li>• Roadside Assistance is available immediately when you open a Royal Bank of Scotland Black account.</li><li>• If, following a breakdown, the AA or its appointed agent cannot fix your vehicle, it, together with the driver and up to a maximum of seven passengers, will be taken to a local repairer or to a destination of your choice.</li><li>• If your vehicle has run out of fuel or charge it will be taken to a local fuelling station, repairer or charge point, whichever is applicable. (this may not be a rapid charge point nor may it be in the direction which you were originally travelling).</li><li>• The AA will make a telephone call at your request following a breakdown.</li></ul>	<ul style="list-style-type: none"><li>• Fuel and parts (unless these are carried by the AA or its appointed agent, and in the case of fuel is required to get a vehicle that has run out of fuel to the nearest fuelling point, and/or in the case of parts those that are required to carry out the repair for which assistance was requested and cost £5 or less based on the AA’s retail prices).</li><li>• Oil.</li><li>• Keys.</li><li>• Other materials required to repair your vehicle.</li><li>• Any supplier delivery service or call-out charges related to these items.</li><li>• The provision of service on private property without the relevant permission.</li><li>• Storage costs.</li><li>• Any transport or other costs that you might incur or any incidental expenses that may arise during a recovery. The AA cannot accept any costs for passengers who do not accompany your vehicle while it is being recovered.</li></ul>

<ul style="list-style-type: none"> <li>Any contract for repair, other than repairs carried out by the AA or its agent under your UK Breakdown Cover, is between the person requesting the repair and the repairer – it is not the AA’s responsibility to instruct the repairer to undertake any work required or to pay them for it. The AA does not guarantee that any recovery to a local repairer will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair. Whilst the AA will endeavour to check that the chosen repairer carries out the type of repair work required, this cannot be guaranteed, and the AA does not provide any assurance or warranty with respect to any work carried out at your request by any third-party repairer.</li> <li>If you have put the wrong fuel in your vehicle, the AA can drain your fuel tank and dispose of the incorrect fuel. We’ll then add enough correct fuel to get You and Your Vehicle to the nearest garage – once at the garage, any further repairs in relation to the misfuelling of the vehicle will be your responsibility.</li> <li>If Your Car battery is flat, the AA can attend and fit a new battery – you will need to pay for the new battery. Disposal of the old battery is included in this service.</li> </ul>	<ul style="list-style-type: none"> <li>If you are unable to get into your vehicle because your keys are lost, broken, faulty, stolen or locked in the vehicle, we will attend and endeavour to get access into the vehicle. If you need a replacement key (including programming it), you will need to pay for the AA’s Key Assist service. <a href="http://www.theaa.com/breakdown-cover/key-assist">www.theaa.com/breakdown-cover/key-assist</a></li> <li>If you and your vehicle are stranded at the roadside following an accident where roadside repair is not possible, please refer to the full terms and conditions of AA Accident Assist in Section I: Accident Assist.</li> <li>Routine maintenance and running repairs for example but not limited to radios, interior light bulbs, heated rear windows.</li> <li>Assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the vehicle’s removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by you.</li> <li>A second or subsequent recovery, after your vehicle has been recovered following a breakdown.</li> <li>All things excluded under General Terms and Conditions (see Section J).</li> </ul>
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## Section F: At Home

Provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

What is covered	What is not covered
<ul style="list-style-type: none"> <li>At Home is available immediately when you open a Royal Bank of Scotland Black account.</li> <li>At Home provides access to the same service as is available under ‘Roadside Assistance’ following a breakdown or accident at or within a quarter of a mile of your home address.</li> </ul>	<ul style="list-style-type: none"> <li>All things excluded under ‘Roadside Assistance’ ‘What is not covered’ above.</li> </ul>



## Section G: National Recovery

Provided by Automobile Association Developments Limited (trading as AA Breakdown Services).

What is covered	What is not covered
<ul style="list-style-type: none"><li>National Recovery is available immediately when you open a Royal Bank of Scotland Black account.</li><li>National Recovery is available when the AA provides either Roadside Assistance or At Home service and the AA cannot repair your vehicle at the roadside or at your home.</li><li>National Recovery provides recovery of your vehicle, together with the driver and up to a maximum of seven passengers to any single destination of your choice in the UK (see also General Terms and Conditions, Section J).</li></ul>	<ul style="list-style-type: none"><li>National Recovery should not be used as a way of avoiding repair costs.</li><li>All things excluded under 'Roadside Assistance' 'What is not covered' on Section E: Roadside Assistance.</li></ul>

### Immediate requirement for National Recovery

If you take out a Royal Bank of Scotland Black account already requiring National Recovery the AA may be prepared to provide National Recovery assistance for the breakdown concerned at your cost. The cost of this will be notified to you by us at the time of request.

The AA may be prepared to make National Recovery available if you are, or the driver of your vehicle is, unexpectedly taken ill during a journey and no other passenger can drive your vehicle to complete your intended journey. We will ask for medical evidence before agreeing to provide any service. Any compassionate National Recovery assistance is given at the AA's absolute discretion.

## Section H: Onward Travel

Underwritten by Acromas Insurance Company Limited.

What is covered	What is not covered
<ul style="list-style-type: none"><li>Onward Travel is available immediately when you open a Royal Bank of Scotland Black account;</li><li>Onward Travel is available if your vehicle is immobilised following a breakdown which the AA has attended under Roadside Assistance or At Home and where the AA cannot arrange a local prompt repair.</li><li>Royal Bank of Scotland Black account Customers with Onward Travel may choose from one of the following: a Replacement Hire Car; or overnight accommodation; or public transport costs which are described in detail below.</li></ul>	<ul style="list-style-type: none"><li>Onward Travel cannot be claimed retrospectively and must be requested at the same time as the request for breakdown assistance is made or such assistance is given and the AA cannot arrange a local prompt repair.</li><li>Onward Travel is not available following an accident or self-induced fault (possible examples of self-induced fault include: mis-fuelling, lost keys or locking keys in your vehicle) (see General Terms and Conditions, Section J).</li><li>The AA may, at their discretion, offer to provide transport to collect lost keys in instances where a spare set is nearby.</li></ul>

## Onward travel benefit option A: Replacement Vehicle

### What is covered

- The cost to supply a replacement mid-range saloon or hatchback type car up to 1,600cc for up to 5 days, by the AA's chosen supplier, subject to availability.

If you break down within the UK mainland or in Northern Ireland, a collection/ delivery service of the replacement vehicle may be available within a 30 mile-radius of the breakdown or your chosen location, subject to availability. You can either be picked up or for the replacement vehicle to be delivered to you within these limits. This collection/ delivery service is not available outside of the UK mainland or Northern Ireland.

### What is not covered

- Additional charges incurred if you keep the replacement vehicle for longer than 5 days.
- Fuel costs (including those resulting from pick-up, collection and delivery of the vehicle).
- Any ferry, toll or congestion charges incurred in the replacement hire car.
- Any insurance excess charges, or other insurance related charges (see important information below).

Replacement hire cars cannot be supplied with a tow bar and therefore your caravan or trailer will have to, if eligible, be recovered under National Recovery with your vehicle; We cannot provide a like for like replacement for your vehicle (this includes being unable to provide a replacement hybrid or electric vehicle).

**Important Information:** Replacement Hire Cars are supplied to you by the AA's chosen partners. The hire agreement will be between you and the relevant supplier and will be subject to that supplier's terms and conditions. This will include but is not limited to:

- Production of a full driving licence valid at the time of issue of the hire vehicle.
- Drivers to be aged at least 18 years and to have held a full driving licence for at least 12 months.
- Any applicable endorsements as advised by the replacement vehicle supplier.
- For drivers under the age of 21 provision of a replacement vehicle may be subject to the use of their own insurance, where available, for the duration of the hire period. Any costs incurred in this event will not be covered. If the driver's own insurance cannot cover this, alternative transport (see option B below) will be required.
- A valid payment card is required. Alternatively, the supplier will require a deposit of not less than £50 and may also undertake a simple credit check before releasing the vehicle to you.
- A minimum insurance excess of £500, in the case of damage to or theft of the hire vehicle.
- Limitations on the availability and/or engine capacity of the replacement vehicle drivers aged at 18-21 years are restricted to a hatchback type vehicle up to 1,200cc.
- The collection and delivery service is limited to a maximum delivery distance of 30 miles and is subject to availability. You are responsible for making arrangements for the return of the hire vehicle to the replacement vehicle supplier.
- If the hire vehicle is not taken at the time and receipt of the hire vehicle is delayed at your request and with the AA's agreement, you are responsible for arranging delivery directly with the replacement vehicle supplier. (The AA may be prepared to assist with these arrangements).

- The collection and delivery service (or equivalent) is available from the chosen replacement vehicle supplier, subject to availability, and also subject to the replacement vehicle supplier's terms and conditions and to your payment of the replacement vehicle supplier's fuel charges connected with collection and delivery. A minimum of two hours' notice is required by the replacement vehicle suppliers to arrange the delivery of a vehicle, with an additional two hours to deliver.
- If the AA's chosen replacement vehicle supplier refuses hire for any reason, and subject to prior price approval and authorisation from the Onward Travel (also known as Stay Mobile) team who can be contacted by calling **0370 4050606**, you are entitled to arrange a hire vehicle from another vehicle hire provider. Claims for the reimbursement of costs of such hire should be made in writing and sent together with proof of purchases and receipts to: The AA, Onward Travel Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire RG21 4EA.

### Onward Travel Benefit option B: Alternative Transport Costs

#### What is covered

- Costs (up to a maximum of £250 per party per trip) for alternative transport incurred by you and up to a maximum of seven passengers (see General Terms and Conditions, Section J) travelling to a single UK destination that have been agreed at the time of breakdown by the Onward Travel team. They can be contacted by calling **0370 4050 606**. Claims should be made in writing and sent together with proof of purchases and receipts to: The AA, Onward Travel Claims, Agency Accounts, Fanum House, Basingstoke, Hampshire RG21 4EA.

#### What is not covered

- Costs that have not been agreed and authorised by the Onward Travel Team.

### Onward Travel benefit option C: Overnight Accommodation

#### What is covered

- The AA will arrange and pay directly for one night's bed and breakfast on the day of the breakdown at a hotel of the AA's choice for You and up to a maximum of seven passengers (see General Terms and Conditions, Section J), up to a maximum of £150 per person, and an overall maximum of £900 per party per trip.
- The cost for one single standard class rail ticket for any authorised driver to collect the vehicle following repair, up to a maximum of £250.

#### What is not covered

- Any additional costs incurred during overnight accommodation such as other meals, drinks, telephone calls and newspapers are not included. You must settle these direct with the hotel before leaving.

## Section I: Accident Assist

Underwritten by AA Underwriting Insurance Company Limited.

### Important Information

AA Accident Assist is designed to help You if You have a motor accident in Your Vehicle. At our sole discretion we can offer You:

- Recovery of Your Car to one of our approved body repair garages and repair of Your Car
- In the event of a Non-Fault Accident, a Replacement Hire Car
- In the event of an At-Fault Accident, a small Courtesy Car which will be provided by the AA Approved Repairer.

#### What is covered:

1. AA Accident Assist is available if You have a Non-Fault, or At-Fault Accident in Your Car, but the amount of support we can offer You will depend on whether the accident is Non-Fault or At-Fault and is subject at all times to our discretion. The AA's sole decision on liability (i.e. whether the accident was a Non-Fault or At-Fault Accident), is final. To help us make a decision on liability, you must promptly give the AA all relevant information about the accident, including, the name, address of the other person(s) involved in the accident along with their vehicle and insurance details as well as any other information we reasonably request in regard to all matters relating to the accident. It will help us to confirm who is at fault if You can also supply the name and addresses of any witnesses, if available.
2. AA Accident Assist does not replace your motor insurance policy and is not a substitute for Your legal requirement for Your Vehicle to be insured. AA Accident Assist does not cover Your liabilities to others.

#### 1. Recovery

After a Non-Fault Accident:

If You are involved in a Non-Fault Accident, we can recover Your Car if it is not mobile or is unsafe to drive after an accident. We can arrange and manage repairs to Your Car and there is no excess to be paid. We can also arrange a Replacement Hire Car via a hire car company. We will pay for these services on your behalf and recover these costs from the at fault driver's insurance company.

After an At-Fault Accident:

If You are involved in an Accident that was your fault and you will be making a claim on your motor insurance policy, we can recover Your Car if it is not mobile or is unsafe to drive after an Accident. This process will also apply if the other driver was uninsured.

We will not charge You for the recovery service regardless of whether you use the AA Accident Assist service or not.

#### 2. Repairs

After a Non-Fault Accident:

- a) Following a Non-Fault Accident, the AA will take Your Car to the AA Approved Repairer who will carry out an assessment of the damage caused. If You were in a Non-Fault Accident, the estimate will be supplied to us for review. If the repairs are economical and viable and You agree to use the AA Approved Repairer, we will then instruct the AA Approved Repairer, to carry out the repairs and we will pay for these.
- b) If the AA considers that repairs to Your Car are not economical or viable, we will inform You of this and You will need to claim from your motor insurance.

- c) Provision of Repairs is subject to the following:
- (i) You agree to and will support the AA in recovering any repair costs in your name, in accordance with clause 6 (Subrogation) of the General Terms and Conditions on page 67 and if any costs for repairs that the AA has paid for are recovered by You or paid direct to You, You must pay such costs to the AA.
  - (ii) You agree to use an AA Approved Repairer.
  - (iii) You tell the AA as soon as Your Car becomes available for You to drive again.
  - (iv) You collect or arrange delivery of Your Car when notified by the AA Approved Repairer that Your Car is ready for collection or delivery.
  - (v) If You are VAT registered You will be liable for the VAT element of the repairs, which You should recover in the normal way from HMRC.
  - (vi) The AA does not guarantee that Your Car will be delivered to the AA Approved Repairer during the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair.

#### After an At-Fault Accident

- a) Following an At-Fault Accident, the AA will take Your Car to the AA Approved Repairer who will carry out an assessment of the damage caused or will arrange recovery of Your Car from your home address. The AA Approved Repairer will estimate the damage and arrange approval to proceed with the repair from your insurer, who will pay for the repair and recovery fee.
- b) If the AA Approved Repairer is not authorised by your insurer to proceed because your insurer considers that repairs to Your Car are not economical, or for any other reason, your insurer will inform You of this and will oversee management of your motor insurance claim. If for any reason Your insurer declines the claim, You will be responsible for the recovery and storage costs.
- c) The AA does not guarantee that Your Car will be delivered to the AA Approved Repairer during the opening hours of the AA Approved Repairer, or that the AA Approved Repairer will be immediately available to undertake any required repair.

### 3. Mobility

#### Replacement Hire Car following a Non-Fault accident

- a) Following the Non-Fault Accident the AA will arrange the supply of a Replacement Hire Car and we will pay the cost of the Replacement Hire Car if Your Car cannot be driven or is considered unsafe.
- b) AA Accident Assist is available only for Your Car (as defined) and the only type of vehicle that the AA will arrange to be hired to You will be a four wheeled car (subject to availability).
- c) If Your Car is uneconomical to repair and You make an insurance claim under 2(b) above, We will continue to pay for a Replacement Hire Car, however we will decide how long the Replacement Hire Car can be hired for. It is your responsibility to keep us updated on the progression of this insurance claim. Failure to do so may result in us ceasing to pay for the Replacement Hire Car. If You do not accept a reasonable offer to settle the insurance claim, we may refuse to pay further hire costs.
- d) Provision of a Replacement Hire Car is subject to the following:
  - (i) You agree to and will support the AA in trying to recover any Replacement Hire Car costs in your name in accordance with clause 6 (Subrogation) of the General Terms and Conditions on page 67, and if any costs are recovered by You or paid direct to You and the AA has paid for the provision of a Replacement Hire Car, You must pay such costs to the AA.
  - (ii) You agree that the AA selects the Replacement Hire Car supplier and the car to be hired.

- (iii) You agree that the AA will decide how long a Replacement Hire Car can be hired for and for the AA's decision as to the duration of any such hire is final.
- (iv) You enter into a car hire rental agreement with the AA's chosen supplier.
- (v) You tell the AA as soon as Your Car becomes available for You to drive again.
- (vi) You return the Replacement Hire Car to the AA's chosen supplier as soon as Your Car becomes available.
- (vii) You meet the age and licensing rules of the Replacement Hire Car supplier and You follow any terms and conditions of the hire.
- (viii) If You are VAT registered You will be liable for the VAT element of the repairs, which You should recover in the normal way from HMRC.
- (ix) We can take details of your claim for AA Accident Assist 24 hours a day, 365 days a year, but can only arrange delivery of a Replacement Hire Car between 9am and 4.30pm Monday to Friday (excluding public and bank holidays).

#### Small Courtesy Car following an At-Fault Accident

In the event of an At-Fault Accident, the AA Accredited Repairer will provide you with a small Courtesy Car for the duration of any repair. This is subject at all times to availability. In the event that Your Car is declared a total loss, You will not receive a Courtesy Car from the AA Approved Repairer and will need to speak with your insurer about possible mobility options.

#### 4. What is not covered

1. If You make a claim for AA Accident Assist that is at all false or fraudulent or support a claim with any false or fraudulent statement or documents You will lose the benefit of AA Accident Assist. In addition, the AA may recover from You any costs paid by way of benefit under this policy. If You fraudulently provided Us with false information, statements or documents the AA may record this on the anti-fraud databases and the AA may notify other organisations.
2. Accidents that arise from your unlawful use of drink or drugs.
3. Any accident that occurs outside England, Wales or mainland Scotland.
4. Any accident if You are claiming against a person who does not have a valid motor insurance policy or a person who cannot be identified or traced.
5. Any accident that You have reported to your motor insurer and in relation to which your motor insurer has declined cover.
6. In respect of the repairs:
  - a) The AA will not pay for repair costs when You make your own arrangements for repairs to Your Car after the accident.
  - b) The AA will not pay for repairs to vehicles that are not Your Car.
7. In respect of the Replacement Hire Car:
  - a) Fuel.
  - b) Other charges arising from Your use of the Replacement Hire Car such as (without restricting in any way the type of charges being referred to here) any insurance excess charges, charges arising from damage to the hire car by You and daily hire charges arising if You keep the Replacement Hire Car after Your Car has been repaired.
  - c) Replacement Hire Car cannot be supplied with a tow bar and therefore Your caravan or trailer will, if eligible, have to, be recovered under National Recovery (Relay).
  - d) The AA cannot guarantee that they will be able to provide a replacement hybrid or electric vehicle.
  - e) The AA will not pay for Replacement Hire Car costs when You make your own arrangements for car hire after an accident.

- f) If we arrange and pay for a Replacement Hire Car but subsequently it is established to the AA's reasonable satisfaction that the accident was not entirely the other person's fault, we will not pay any further Replacement Hire Car costs. However, we will not seek to recover from You any costs that we have already paid prior to notifying You of Our decision provided the accident details You have supplied are true and complete.
- g) Daily hire charges that You incur when Your Car has been repaired and is ready for collection.
- h) If the AA has arranged a Replacement Hire Car on your behalf but your own insurer is dealing with the damage to Your Car, You will not be covered if You fail to keep Us updated on the progression of the car damage when asked.

## **Section J: General Terms, Conditions and Exclusions for UK Breakdown Assistance**

### **1. Exclusions: UK Breakdown Assistance Cover does not provide for:**

#### **a) Any vehicle servicing or re-assembly**

For example, where servicing or re-assembly is required as a result of neglect or unsuccessful work on the vehicle (including, but not limited to, DIY vehicle maintenance), other than that on the part of the AA or its agents

#### **b) Garage labour costs, that is;**

the cost of garage or other labour required to repair your vehicle, other than labour provided by the AA or its agents at the scene of the breakdown or which is covered under the AA's Accident Assist;

#### **c) Vehicle repairs following fuel draining, that is;**

any costs towards repairing Your Vehicle following the draining or removing of fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance. In the event of the introduction of an inappropriate substance which results in the need to drain or remove fuel, lubricants or other fluids, the only recovery the AA will make available to you will be to arrange for your vehicle, the driver and up to 7 passengers to be taken to the AA's choice of relevant local repairer or another location of your choice, provided it is no further, but you will have to pay for any subsequent work required;

#### **d) Having your vehicle stored or guarded in your absence;**

In the event that the AA does agree to, or needs to arrange, storage of your vehicle, for example without limitation, because the AA is not reasonably able to locate the delivery address you have provided or you have not provided, or do not provide when the AA requests, adequate delivery instructions, the AA will be entitled to charge you reasonable storage charges;

#### **e) Service to vehicles on private property unless relevant permission is given, that is;**

the provision of service when your vehicle is on private property e.g. garage premises, unless you can establish that you have the permission of the owner or occupier;

#### **f) Excess passengers**

the provision of any service or benefit to or for any persons in excess of the number of seats fitted in the vehicle at the time of breakdown (up to a maximum of 8, including the driver), or to anyone who was not travelling in the relevant vehicle at the time of the breakdown. If there are more people than the maximum allowed, the AA will seek to arrange, but will not pay for, their onward transportation;

#### **g) Trade transportation, that is;**

the recovery of any vehicles bearing trade plates or which the AA has reason to believe have just been imported or purchased at auction;

- h) Transporting from trade premises, that is;**  
the transportation of immobilised vehicles where the AA considers this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;
- i) Locksmiths, tyre, glass or bodywork specialists costs, that is;**  
the cost (including any call out charge) of any locksmith, glass, or tyre specialist, should the AA consider this to be required. The AA will endeavour to arrange this help on your behalf, however it will not pay for these specialist services and any contract for services provided will be between you and the relevant specialist. If the use of a locksmith or other specialist would, in the AA's professional opinion, mobilise the vehicle, no further service will be available for the breakdown in question;
- j) Transporting animals, that is;**  
the transportation or arrangement of the transportation of any animal (guide dogs or hearing dogs will be transported together with their owner, unless this is not possible for health and/or safety reasons). The AA will not recover horses or livestock. If the AA does at its absolute discretion, agree to transport an animal, then this will be at your own risk. It is your responsibility to secure any animal being transported or to make alternative arrangements for its transportation;
- k) Participation in sporting events, that is;**  
assistance for vehicles broken down as a result of taking part in any "motor sport event", including but not limited to racing, rallying, trials or time-trials or auto test. However, for the avoidance of doubt, the AA does not consider "Concours d'elegance" events, track test days for road-legal vehicles or rallies held exclusively on open public highways where participants are required to comply with the normal rules of the road, to be motor sports events.

## **2. Accident Recovery:**

Where a roadside repair is not possible

- a) If the accident is not a non-fault accident or, if the accident is a non-fault accident but you do not wish to use the Accident Assist service, the AA may provide recovery following an accident. Where an insurance claim is being made, the AA will seek to recover these charges from your insurer and you will remain liable for these charges until full settlement is reached with your insurance company, the AA reserves the right to reclaim their recovery cost provided under this policy from the insurer of a known third party driver, who was at fault in relation to the incident.
- b) You must give the AA, on request, any relevant information it reasonably requests in regard to all matters referred to in this clause. Please note that, following an accident, or otherwise, it is and remains your responsibility to ensure that you properly comply with any requirements of your motor insurer in making a claim under your motor insurance policy.
- c) Where you do not request the services from the AA at the time of the incident and/or where you arrange for assistance and recovery services to be provided by another provider, the AA will make no contribution toward the cost of these (either to you or the provider).
- d) If following an accident, you require one of the Onward Travel services, the AA may be prepared to arrange this for you but will not be responsible for any costs involved. You must pay, on request, any applicable charges. You must give the AA, on request, any relevant information it reasonably requests in regard to all matters referred to in this clause.



## Section 3. Your European Breakdown Cover

European Breakdown Cover is an insurance product underwritten by Acromas Insurance Company Limited.

### Section A: If you require breakdown assistance in Europe

#### What to do on a French motorway:

Motorways in France are privately managed, so if you break down on a French motorway or motorway service area, the AA cannot arrange for assistance to be sent to you.

1. If you can get to an emergency telephone box, please press the button and the police will send assistance to your location.
2. If you are using a public phone, please dial 17 or, from a mobile phone, dial 112.
3. Once you have been towed off the motorway/service area, call the AA's 24-hour helpline for further assistance. Please note that from 1st October 2008 it is compulsory in France to travel with a warning triangle and a fluorescent high visibility vest. Please see [www.theaa.com/european-breakdown-cover/driving-in-europe](http://www.theaa.com/european-breakdown-cover/driving-in-europe) for further details on various European driving requirements.

#### What to do elsewhere in France or the rest of Europe

Call our 24-hour helpline **0345 266 8801** for assistance. It is important that you contact the helpline if you require assistance. If you contact a garage direct, you will have to settle their bill and you will not be able to claim for these costs.

#### If you have an accident

If you have a road traffic collision, you will be asked for your motor vehicle insurance details which you must supply. You must report the accident to your insurer as instructions for the repair or recovery of the vehicle can only be taken from them. If you do not supply details of valid motor vehicle insurance when requested, this could delay the assistance that can be arranged or result in assistance being refused.

#### Please be ready to tell us:

1. Your Royal Bank of Scotland Black Account Number and Sort Code.
2. Your exact location.
3. A contact telephone number.
4. Your vehicle's make, model and registration number.
5. Your credit card details. These are only required for emergency vehicle hire or if you need for arrangements to be made on your behalf, which are not covered by the policy or if arrangements exceed policy limits.

#### Driving Licence

Your driving licence must also be available if the emergency vehicle hire benefit is available and is to be used; the vehicle hire company will expect to see the original driving licence (please note you may be required to obtain your licence history, you will need your licence number and national insurance number to be able to obtain your licence history from the DVLA).

### Section B: Definition of words and phrases used in this this cover

Some common terms are used to make this policy easier to understand. Wherever the following words or phrases appear they will always have the meaning set out below.

Some of the words used throughout the policy have the meanings shown next to them in the glossary below.

<b>AA:</b>	Automobile Association Insurance Services Limited, the administrators of the service in the UK.
<b>Accident:</b>	The unexpected complete immobilisation of the Vehicle due to a Road traffic collision, which affects the mobility or security of the Vehicle or renders it unsafe to drive.
<b>Breakdown:</b>	The unexpected complete immobilisation of the Vehicle due to mechanical or electrical disruption, which affects the mobility or security of the Vehicle or renders it unsafe to drive.
<b>Geographical Limits:</b>	Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Isle of Man, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Sweden, Spain (excluding Ceuta and Melilla), Switzerland, Turkey in Europe plus Uskudar, Ukraine, Vatican City. All European Mediterranean Islands.
<b>Home:</b>	Your permanent residential address in the Territory.
<b>Acromas Insurance Company Limited.</b>	The insurer underwriting this European Breakdown Cover policy.
<b>Market Value:</b>	The cost of replacing the vehicle, with another of the same make, model, specification, age and condition as the vehicle, was immediately before the request for recovery you are claiming for. Where we are unable to estimate the market value of the vehicle, we will use the nearest market equivalent for comparison or other appropriate trade valuations.
<b>Motorail:</b>	A specific European rail service for transporting vehicles across Europe. Motorail services do not include Channel Tunnel rail services.
<b>Party:</b>	Occupants of the vehicle (excluding hitchhikers).
<b>Rally:</b>	Any timed event which must be completed within a set period of time and is advertised as a rally.
<b>Road traffic collision (RTC):</b>	Any incident that involves any moving or stationary objects, including but not limited to, other vehicles, animals, incidents with speed bumps, trees, fences, walls, posts, kerbs, ditches, ice, oil, road debris etc.
<b>Territory:</b>	UK (England, Scotland, Wales and Northern Ireland), Channel Islands, the Isle of Man and Scottish islands.
<b>Trailer:</b>	Commercially built luggage trailers, camping trailers, car trailers, boat trailers, bike trailers, flatbed trailers, and trailer tents.
<b>Trip:</b>	Your entire overseas European journey* (including direct travel between your home to the seaport or Eurotunnel terminal that you are departing or arriving back at).  *Travel from Northern Ireland to the Republic of Ireland is included and commences as soon as you leave home.
<b>Vehicle:</b>	A car, light van, campervan, motor caravan, minibus, caravan, trailer or motorcycle 200cc or over used for private purposes and meeting the weight and size restrictions.
<b>We/Us/Our:</b>	The AA.
<b>You/Your:</b>	The Royal Bank of Scotland Black customer and any driver authorised by the Royal Bank of Scotland Black Customer(s) to use their vehicle.

## Section C: Vehicle Terms and Conditions for European Breakdown Cover

Any type of vehicle or trailer not mentioned in these terms and conditions is not covered.

### 1. **Vehicle types** We cover the following vehicle types:

#### a. **Private cars, light vans, campervans, motor caravans and minibuses**

Cover is available for the vehicles listed, providing they meet all the vehicle specification criteria set out under the policy. Without limitation, please note in particular the weight and size restrictions set out in point 2 of these vehicle terms and conditions.

#### b. **Motorcycles**

Cover is also available for motorcycles with an engine size of 200cc or more providing they meet the vehicle specification criteria set out under the policy (without limitation, please note in particular the weight and size restrictions set out in point 2 of these vehicle terms and conditions). However, we regret that it is not possible to arrange hire of a motorcycle if a replacement vehicle is required. A hire car or alternative transport will be arranged. Specialist motorcycle recovery cannot be arranged; however, arrangements will be made for your motorcycle to be recovered back to the territory under the 'vehicle recovery or onward to your original destination' benefit providing the terms of that benefit have been met.

#### c. **Trailers and Caravans**

Commercially built trailers and caravans are included within the policy, providing that the towed vehicle and the trailer load complies with the weight and size restrictions shown below, and does not exceed the manufacturer's fully laden height, weight and width limits, and is fit for purpose. In addition, a serviceable spare wheel and tyre must be carried if supplied as part of the manufacturer's standard equipment. It is not possible to arrange a replacement caravan or trailer if yours cannot be repaired in Europe. It is also extremely difficult to hire vehicles with tow bars, so it may become necessary to recover a caravan or trailer together with the insured vehicle, if the insured vehicle cannot be repaired abroad by your return date. If it is not possible to arrange repair of the trailer in Europe, we will only recover a trailer up to its current market value. If you choose to collect your trailer, the benefits are up to a maximum of £800 for one person. We will recover your personal effects, goods, vehicles, boats or other waterborne craft on or in your vehicle and/or trailer if we are recovering your vehicle and/or trailer. We will not recover these items if we are not recovering your vehicle and/or trailer nor will we consider any claim for loss resulting from damage to/loss of use of these items. Such items remain your responsibility at all times.

### 2. **Weight and size restrictions (including any load carried)**

We cover vehicles highlighted in section 1 of these vehicle terms and conditions providing that they comply with the limitations and vehicle type, weight and size restrictions, and other conditions as set out below. The trailer, caravan and its load must also comply with the size and weight restrictions below, or unfortunately the AA will be unable to recover your property.

- Maximum vehicle weight: 3.5 tonnes (3500kgs) gross vehicle laden weight
- Maximum vehicle length: 7m (23ft)\*
- Maximum vehicle width: 2.55m (8ft 3in)\*
- Maximum vehicle height: 3m (9ft 10in)\*

\*These dimensions will be calculated taking into account anything attached to your vehicle trailer or caravan, including but not limited to towing equipment, any carriers or racks (e.g. bike or luggage), or anything else attached to the vehicle or the carriers/racks.

- 3. Vehicle Specifications** All vehicles must:
- be built to manufacturer's specifications
  - have a current MOT certificate and have a valid current excise licence (tax) (where applicable)
  - have appropriate insurance for driving overseas
  - be in a roadworthy condition at the start of your trip and be used for private purposes only.

In the event of a claim we may require proof of your vehicle's service history.

**4. Vehicle Occupancy**

The maximum persons in your vehicle must not exceed eight (8) including the driver and any infants and must also not exceed the number of seats fitted in the vehicle. The vehicle must have seats and restraints fitted as manufacturer's standard.

**5. Local Legislation**

You must comply with legislation in the countries you are visiting, and we cannot be liable for any loss whatsoever because your vehicle cannot be imported into or used in overseas countries, due to its type, weight and/or dimensions. If in doubt, contact the AA for advice before you travel.

**6. Transportation of animals**

Your European Breakdown Cover does not extend to arranging transportation for any animals. You are responsible at all times for making alternative arrangements for the transportation of any animal accompanying you.

Please see clause 2 of the General Exclusions, Section 3E.

**Section D: European Breakdown Assistance Cover and Limitations**

**Please note** that pre-departure hire car cover commences from up to 7 days prior to your scheduled departure time from the territory. All other elements of cover under this policy commence on the date of departure.

Any claims made from sections 2, 4, 8 or 12 have an overall limit of £1,500 per Party per Trip.

What is covered	What is not covered
<p>Access to the AA's 24-hour helpline to arrange emergency roadside assistance if your vehicle is stranded on the highway as a result of a breakdown or accident, within the geographical limits. Subject to the limits for costs detailed in this policy, all claims limits are inclusive of any VAT.</p>	<p>This applies to all sections (excluding unaccompanied vehicle recovery).</p> <ol style="list-style-type: none"> <li>Parties of more than eight persons.</li> <li>Any cost for replacement part(s), tyres, body glass, fuel, lubricants or other fluids, keys or other devices to lock or unlock your vehicle.</li> <li>Any costs for a locksmith, body glass, tyres, keys or other specialist (If it is considered that their services are needed, the AA will seek to arrange this on your behalf, the cost of the call out or any repair is not covered).</li> <li>Any further assistance for the incident, if the use of a locksmith or other specialist will mobilise the vehicle.</li> <li>Services covered by any other insurance policy or costs which you can claim against another person.</li> </ol>

	<ol style="list-style-type: none"> <li>6. The costs of any services you have to pay outside the geographical limits.</li> <li>7. Costs resulting from a previously discovered fault which has not been repaired by a qualified technician.</li> </ol>
<p><b>Section 1 – Roadside assistance and emergency repair within the territory</b></p> <p>Roadside assistance and emergency repair at the roadside or, if your vehicle cannot be repaired at the roadside, towage to the nearest repairer or back to your home.</p>	<ol style="list-style-type: none"> <li>1. Any costs for labour that are not incurred at the roadside.</li> <li>2. Parts and labour (other than labour costs incurred at the roadside).</li> <li>3. Any costs incurred where the vehicle is overloaded, used in rallying, off-road driving or used in motor sports.</li> <li>4. Any matter excluded from cover as stated under the General exclusions.</li> </ol>
<p><b>Section 2 – Pre-departure hire car in the territory</b></p> <p>Up to £120 per day towards the cost of hiring an alternative vehicle (including the minimum legally required motor insurance cover).</p> <p>If your vehicle has:</p> <ol style="list-style-type: none"> <li>a. broken down in the territory within 7 days prior to your planned trip departure time; and</li> <li>b. the AA have attended the breakdown under Section 1; and</li> <li>c. are unable to repair your vehicle in accordance with Section 1: and</li> <li>d. the repairer estimates that the repairs to your vehicle will take more than 24 hours.</li> </ol> <p>It is not possible to arrange hire of a motorcycle, if a replacement vehicle is required, a hire car or alternative transport will be arranged. (The above costs are part of your overall alternative travel limit for sections 2, 4, 8, and 12 of £1,500 per Party per Trip).</p>	<ol style="list-style-type: none"> <li>1. Any additional charges arising from your use of the hire car such as fuel costs, any insurance excess charges, or additional hire costs if you keep the vehicle longer than the period agreed with us. You must pay these direct to the hirer.</li> <li>2. Any contribution towards the cost of motor insurance cover for an alternative hire car, which is over and above the relevant minimum legally required cover for the country in which you are travelling*.</li> <li>3. Any costs incurred if you leave the hire car at a different location to the one agreed with us or the hirer.</li> <li>4. Any additional costs incurred for transporting your pet(s)/animal(s).</li> <li>5. Anything shown as not covered under section 3 – Roadside Assistance and emergency repair in the territory.</li> <li>6. Any matter excluded from cover as stated under the General exclusions.</li> </ol> <p>*It is recommended that you consider purchasing, at your own expense, additional insurance such as collision damage waiver, if offered by the hirer.</p>

<p><b>Section 3 – Roadside assistance and emergency repair in Europe</b></p> <p>Roadside assistance and emergency repair at the roadside or, if your vehicle cannot be repaired at the roadside, towage to the nearest repairer.</p>	<ol style="list-style-type: none"> <li>1. Any costs for labour that are not incurred at the roadside.</li> <li>2. The cost of recovery to your home or to your original destination where this exceeds the current market value of your vehicle.</li> <li>3. Parts and labour (other than labour costs incurred at the roadside).</li> <li>4. Any matter excluded from cover as stated under the General exclusions.</li> </ol>
<p><b>Section 4 – Alternative travel arrangements in Europe</b></p> <p>The cost of your alternative travel, if the repairer estimates that the repairs to your vehicle will take more than eight (8) hours, from one or a combination of:</p> <ol style="list-style-type: none"> <li>a. Contribution of up to £120 per day towards the cost of hiring an alternative vehicle (including the minimum legally required motor insurance cover) within the relevant geographical limits.</li> <li>b. Air fares (economy).</li> <li>c. Rail fares (standard).</li> <li>d. Local taxi fares.</li> <li>e. Any other transport equivalent to standard class rail fares.</li> </ol> <p>It is not possible to arrange hire of a motorcycle; if required a hire car or alternative transport will be arranged.</p> <p>Trailers/caravans important note: It is not possible to arrange a replacement caravan or trailer if yours cannot be repaired in Europe. It is also extremely difficult to hire cars with tow bars, so it may become necessary to recover a caravan or trailer together with your vehicle, if your vehicle cannot be repaired abroad by your return date.</p> <p>(The above costs are part of your overall alternative travel limit for sections 2, 4, 8, and 12 of £1,500 per Party per Trip).</p>	<ol style="list-style-type: none"> <li>1. Any additional charges arising from your use of the hire car such as fuel costs, any insurance excess charges, or additional hire costs if you keep the vehicle longer than the period agreed with us. You must pay these direct to the hirer.</li> <li>2. Any contribution towards the cost of motor insurance cover for an alternative hire car, which is over and above the relevant minimum legally required cover for the country in which you are travelling*.</li> <li>3. Any costs incurred if you leave the hire car at a different location to the one agreed with us or the hirer.</li> <li>4. Any additional charges made by the airline including but not limited to excess baggage.</li> <li>5. Any costs incurred following your return to your home.</li> <li>6. Any additional costs incurred for transporting your pet(s)/animal(s).</li> <li>7. Anything shown as not covered under section 3 – Roadside Assistance and emergency repair in Europe.</li> <li>8. Any matter excluded from cover as stated under the General exclusions.</li> </ol> <p><small>*It is recommended that you consider purchasing, at your own expense, additional insurance such as collision damage waiver, if offered by the hirer.</small></p>

<p><b>Section 5 – Emergency accommodation in Europe</b></p> <p>Your costs, over and above those you have budgeted for, for overnight accommodation of up to £150 per person, per night if the repairer estimates that the repairs to your vehicle will take more than eight (8) hours (emergency accommodation can be used in conjunction with section 4 above).</p>	<ol style="list-style-type: none"> <li>1. Costs are limited to a maximum of £900 per party, per trip.</li> <li>2. Costs for meals, drinks, telephone calls, newspapers.</li> <li>3. Costs you would have paid, had no problem with your vehicle occurred.</li> <li>4. Costs where the need for accommodation arises from the transport of any animal.</li> <li>5. Costs for any animal's emergency accommodation.</li> <li>6. Anything shown as not covered under section 3 – Roadside Assistance and emergency repair in Europe.</li> <li>7. Any matter excluded from cover as stated under the General exclusions.</li> </ol>
<p><b>Section 6 – Location and dispatch of spare parts within Europe</b></p> <p>The location and delivery costs of spare part(s) needed to complete repairs overseas, providing those repairs have been agreed as the best option. You will be asked to pay for any spare part(s) at the time they are ordered for you.</p> <p>Standard UK spare parts may not be available locally and delay may occur in location and delivery from the UK. There is no guarantee that spare part(s) will be available, especially for older vehicles, where parts may not be possible to locate.</p> <p>We are not liable for variations in the cost of spare parts located overseas.</p>	<ol style="list-style-type: none"> <li>1. The cost of any spare part(s).</li> <li>2. Anything shown as not covered under section 3 – Roadside Assistance and emergency repair in Europe.</li> <li>3. Any matter excluded from cover as stated under the General exclusions.</li> </ol>
<p><b>Section 7 – Vehicle recovery to the territory or onward to original destination</b></p> <p>The cost of the unaccompanied recovery of your vehicle, if repairs cannot be completed in time for your planned return home to a single destination being either:</p> <ol style="list-style-type: none"> <li>a. Your permanent home address; or</li> <li>b. Your nominated vehicle repairer in the territory; or</li> <li>c. Your original destination within the geographical limits.</li> </ol>	<ol style="list-style-type: none"> <li>1. Recovery costs if you have not agreed with us in advance, the method of recovery.</li> <li>2. Recovery of your vehicle if we calculate the cost to do so is in excess of its market value (see General exclusion 11).</li> <li>3. Recovery where your vehicle only needs minor or inexpensive repairs, costing £500 or less, inclusive of VAT. (We may agree collection or an alternative means for you to return home with your vehicle in these circumstances if repairs cannot be completed by your booked return date).</li> <li>4. Recovery where the local garage indicates that it can complete repairs before your return date.</li> </ol>

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Storage charges up to £200 incurred in the recovery, provided that you have made every attempt with us to organise for your vehicle to be returned to your home.

It is not possible to arrange a motorcycle recovery specialist.

If your trailer cannot be repaired in Europe, costs of recovery up to its current market value. If you choose to collect your trailer, the benefits are up to a maximum of £1000 for one person.

Average recovery time to the territory When vehicle recovery is arranged, delivery of the vehicle normally takes 8-14 working days from most countries in Western Europe. At busy periods, or in other destinations such as, without restriction, Scandinavia or the Balkan Peninsula, recovery may take longer.

5. Repatriation costs for you or your party if nobody in your party is fit to drive.
  6. Any losses resulting from a delay in recovering your vehicle.
  7. The cost of additional transit risk insurance. you should contact your motor vehicle insurer to ensure that your existing policy covers this.
  8. The replacement cost of your vehicle or any salvage money if your vehicle is beyond commercial economic repair.
  9. Transportation costs for a repaired vehicle.
  10. Recovery costs for a boat or other waterborne craft towed on a trailer when these costs exceed the combined market value of the boat or waterborne craft and trailer.
  11. Recovery costs for a vehicle towed on a trailer when these costs exceed the combined market value of the vehicle and trailer.
  12. Any claim for loss, damage or loss of use of personal effects, goods, vehicles, boats or other waterborne craft on or in your vehicle and/or trailer.
  13. Any repair costs after we have recovered your vehicle to your home, chosen garage in the territory, or your original destination.
  14. Any claim for collection costs where the overseas garage has not started the repairs required to put your vehicle back on the road before you return home.
  15. Any additional costs incurred for the transport of your pet(s)/animal(s).
  16. Anything shown as not covered under section 3 – Roadside assistance and emergency repair in Europe.
  17. Any matter excluded from cover as stated under the General exclusions.
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**Section 8 – Missed connection cover**

Arrangement and costs for the following subject to availability;

- a. Standard class replacement ticket(s) to enable you and your party to continue the trip from the intended destination station for the first missed connection as a direct consequence of one of the conditions listed above; or
- b. Hire of a replacement vehicle, up to a maximum of £120 per day.  
If you arrive at the rail, motorail, ferry or flight departure point within the geographical limits too late to commence the journey due to a breakdown or accident during the outward or return part of your trip, providing that you would have been on time for the journey if the breakdown or accident had not happened, the insurer will cover the first missed connection.
- c. Contribution up to £200 to store the insured vehicle at a location near the motorail depot for your trip in event of a missed connection. You will initially be required to pay these costs, and then claim back from the AA.
- d. The costs of extra transportation of you and your passengers to or from the motorail depot and the location of your vehicle. You will initially be required to pay these costs, and claim back from the AA.

(The above costs are part of your overall alternative travel limit for sections 2, 4, 8, and 12 of £1,500 per Party per Trip).

1. Any subsequent missed connections after the first connection we cover.
2. Any travel costs for missed connections to destinations outside of geographical limits.

**Section 9 – Transport expenses in the UK whilst your vehicle is being repatriated**

Up to £75 reimbursement for travel expenses (for example, taxis, bus, rail fares) in the UK while your vehicle is being repatriated from Europe. Valid for 7 days from the date of your arrival back in the UK.

1. Any other costs not related to transportation.
2. Reimbursement is for costs incurred by the policyholder only.

<p><b>Section 10 – Vehicle collection</b></p> <p>One person’s pre-agreed travel and accommodation costs to go directly overseas to collect your vehicle, if repairs are started but not completed before your planned return home and if the decision is made not to recover your vehicle under Section 7.</p>	<ol style="list-style-type: none"> <li>1. Costs which exceed the current market value of your vehicle.</li> <li>2. Any additional charges arising from your use of the hire car such as, fuel costs, any insurance excess charges, or additional hire costs if you keep the vehicle longer than the period of hire agreed. You must pay these costs direct to the hirer.</li> <li>3. Any additional charges made by the airline including but not limited to excess baggage.</li> <li>4. Any contribution towards the cost of motor insurance cover for an alternative hire car which is over and above the relevant minimum legally required cover for the country in which the vehicle is used.</li> <li>5. Any costs incurred if you leave the hire car at a different location to the one agreed.</li> <li>6. Any costs incurred following your return to your home.</li> <li>7. Any additional cost incurred for your pet(s)/animal(s).</li> </ol>
<p><b>Section 11 – Break-In cover</b></p> <p>Costs of emergency repairs to locks, windows or windscreens to make your vehicle secure following forcible entry or attempted forcible entry to your vehicle whilst in Europe.</p> <p>These costs are limited to £200. You should always contact your motor insurer before calling the AA. You will be required to pay these costs yourself and claim them back by completing a claim form.</p> <p>If your vehicle is not fit or safe to drive because of the attempted theft we will classify this as a breakdown and all other benefits under this policy will come into force, subject to their relevant limits and terms. If the vehicle is deemed fit or safe to drive, only the cost of reimbursement of repair costs will be available up to £200.</p>	<ol style="list-style-type: none"> <li>1. Any costs where you have not reported the incident to the police as quickly as possible, preferably within 24 hours, and obtained a written police report from the police. (You will be asked to provide a copy of the police report when you make a claim under this section).</li> <li>2. The cost of any parts required to repair the vehicle.</li> <li>3. Repairs not necessary to enable your vehicle to continue the journey.</li> <li>4. Any items that were in your vehicle.</li> <li>5. Costs incurred after you return to your home.</li> <li>6. Any other benefits described in this policy booklet.</li> </ol> <p>(Should your vehicle break down or be involved in an accident during the same trip, we will provide the cover in line with the relevant sections).</p>

<p><b>Section 12 – Hire car in the territory whilst awaiting repair or recovery</b></p> <p>Arrangement and the cost of a hire car for up to £120 per day towards the cost of hiring an alternative vehicle (including the minimum legally required motor insurance cover) for up to 5 days, whilst you are awaiting recovery of your vehicle. This benefit is available whilst your vehicle is being repaired or recovered under your European Breakdown cover and you have returned to the territory.</p> <p>(The above costs are part of your overall alternative travel limit for sections 2, 4, 8, and 12 of £1,500 per Party per Trip).</p>	<ol style="list-style-type: none"> <li>1. The cost of a hire car after five (5) days or once your vehicle is recovered to your home (whichever is the sooner).</li> <li>2. Any additional charges arising from your use of the hire car such as, fuel costs, any insurance excess charges, or additional hire costs if you keep the vehicle longer than the period of hire agreed. You must pay these costs direct to the hirer.</li> <li>3. Any contribution towards the cost of motor insurance cover for an alternative hire car which is over and above the relevant minimum legally required cover for the country in which you are travelling.</li> <li>4. Any costs incurred if you leave the hire car at a different location to the one agreed.</li> <li>5. Anything shown as not covered under section 3 – Roadside Assistance and emergency repair in Europe.</li> <li>6. Any matter excluded from cover as stated under the General exclusions.</li> </ol>
<p><b>Section 13 – Emergency message relay service</b></p> <p>The AA will relay any urgent messages to your immediate family or close business associates, if your vehicle cannot be driven because of a breakdown or accident in the territory or in Europe.</p>	<ol style="list-style-type: none"> <li>1. Any costs arising through communications not arranged by the AA.</li> </ol>
<p><b>Section 14 – Legal Benefit</b></p> <p>Up to £50,000 in total per Party, if Your Vehicle is involved in a Road traffic collision outside of the Territory, for overseas legal expenses incurred as follows:</p> <ol style="list-style-type: none"> <li>1. The reasonable cost of representation (court, lawyers' fees and witness expenses) in an overseas court by a lawyer designated by Us in relation to the defence of a motoring offence allegation brought against You or a member of Your Party involving Your Vehicle and where at Our absolute discretion there is a reasonable prospect of a successful defence.</li> </ol>	<ol style="list-style-type: none"> <li>1. Any claim not reported in the 180 days after the event giving rise to the claim.</li> <li>2. Any claims arising from off-road racing, motor competitions, Pacemaking, racing or overloading.</li> <li>3. Any costs of delay or confiscation by Customs or other officials or import dues.</li> <li>4. Claims being pursued under AA travel Insurance Legal Expenses, or any other insurance.</li> <li>5. Fines, damages or costs awarded against You or a member of Your Party.</li> <li>6. Assistance, financial or otherwise, in endeavouring to obtain satisfaction of any judgment or binding decision.</li> <li>7. Assistance, defence or negotiation of claims made against You or Your Party against another member of Your Party or against Us.</li> </ol>

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2. The reasonable cost of pursuance of uninsured loss claims against third parties arising from a Road traffic collision involving You or a member of Your Party while using Your Vehicle, to cover:
- a. Court fees, lawyers' fees, medical and/or dental report fees and expert witness fees.
  - b. Essential travel and accommodation expenses, up to a maximum of £250 per person, where such expenses are not otherwise recoverable and have been incurred by You or a member of Your Party who are required by a court or an insurer to attend overseas in connection with the claim or incident giving rise to it.

A Bail Bond or other security to any judicial authority will be provided to secure Your release or that of a member of Your Party or the release of Your Vehicle, following a Road traffic collision, by advancing funds up to £1,500, provided that a suitable guarantee of repayment is received.

You must send Us every legal letter, writ or other legal document, in connection with any claim against You or another member of Your Party, immediately You receive it.

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## Section E: General Exclusions for European Breakdown Cover

This policy does not cover:

- 1. Anyone in your party for any claims arising directly or indirectly from:
  - a. being under the influence of alcohol or drugs (except as prescribed by a doctor);
  - b. alcoholism, drug addiction, solvent abuse, wilful exposure to risk (unless trying to save someone's life);
  - c. engaging in professional or organised sports or hazardous pursuits (such as road racing, ice driving, motorcycle wheelies, and similar), direct or indirect consequences of terrorist activity, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), revolution, insurrection, military or usurped power;
  - d. having an accident whilst engaged in paid manual work or hazardous occupation of any kind;
  - e. the negligent acts of you or your party;
  - f. any failure to take all reasonable steps to minimise any loss;
  - g. any payment which you would have normally made if nothing had gone wrong.

2. Any additional costs incurred as a consequence of an animal travelling with you or your party.
3. Any costs for non-emergency repairs such as radios, cd players and heated rear windows, satellite navigation or air conditioning or climate control faults which do not affect the mobility or security of your vehicle nor render it unsafe to drive.
4. Any defects due to the poor maintenance of your vehicle and damage relating from such poor maintenance, including (without restriction) cambelt failure and any damage resulting from such failure, when it cannot be established that the belt has been changed in accordance with the manufacturer's recommendations.
5. Costs arising for mechanical or electrical defects occurring prior to the commencement of the relevant trip.
6. Any costs resulting from failure to maintain or service the vehicle in accordance with manufacturer guidelines.
7. Any costs covered under your vehicle's warranty.
8. Any costs incurred where your vehicle is overloaded.
9. Any costs incurred where your vehicle is used in rallying, off-road driving, race track driving (particularly the Nurburgring) or used in motor sports.
10. Any costs incurred because you are not carrying a spare set of vehicle keys, or other vehicle access device (where a spare set of keys or second vehicle access device is supplied by the manufacturer), a spare set of keys for steering wheel locks, where used, and a legal and serviceable spare wheel(s) and tyre(s) or an "instant mobility system" (where this is supplied with the vehicle). The AA may, at their discretion, help you locate lost or replacement keys that are available within a 30-minute trip.
11. Costs of the recovery of your vehicle if it is calculated to be beyond commercial economic repair (we may use Glasses guide to obtain vehicle valuations). We will never pay more than the value of the vehicle to bring it home. If your vehicle is beyond commercial economic repair, you will be given up to eight weeks after the original incident to agree suitable alternative arrangements for the recovery or disposal of your vehicle. If there no agreement has been reached after eight weeks, it will be considered that you have authorised us to dispose of your vehicle.
12. You will not be entitled to any further recovery assistance for the full duration of your trip if you choose to have your vehicle recovered onward to your original destination.
13. Costs for damage or loss of use of personal effects, goods, vehicles, boats or other waterborne craft on or in your vehicle/trailer. Such items remain your responsibility at all times.
14. Any cost incurred where cover is excluded under the General Terms and Conditions.

## **Section F: General Conditions for European Breakdown Cover**

### **Limitations to cover**

1. You must comply with the following terms and conditions to have the full protection of the policy. If you do not, we reserve the right at our discretion to cancel your policy, refuse to deal with your claim or limit the service offered.
2. Cover will be provided for the period of travel, services available and size of party.
3. Cover commences when you leave your home address. With the exception of pre-departure hire car cover, we will only cover you in your country of residence for a direct journey between your home and the seaport or Eurotunnel terminal you are departing from or arriving back at (unless Your Home address is in Northern Ireland and you are travelling to the Republic of Ireland, when cover will commence when you leave Your home).

4. Trips within the United Kingdom, Channel Islands and Isle of Man are restricted to journeys where you take your vehicle overseas by waterborne craft and not for crossing estuaries and non-tidal waterways.
5. We reserve the right to suspend cover in the event of areas affected or likely to become affected by war, civil disturbance, riot or radioactive contamination or where the Foreign and Commonwealth Development Office (FCDO) advise against all travel to a particular country or region.
6. It may not always be possible to provide the benefits under your UK & European Breakdown Assistance Policy when faced with circumstances outside our control, such as (without limitation) extreme weather conditions, local customs or practices, local or national fuel shortage, civil unrest, equipment or systems failure or any form of industrial action which prevents, restricts or otherwise interferes with the production of goods or the provision of services. It is also not possible to guarantee that any tow to a local repairer will be within opening hours or that the repairer will be available to undertake repair immediately.
7. We, our employees or agents, shall not be liable to you for any loss or damage caused by us, the AA, our employees or agents where, and to the extent that:
  - a. there is no breach of a legal duty owed to you or your party by us, or the AA, or our employees or agents; or
  - b. such loss or damage is not a reasonably foreseeable result of such breach; or
  - c. any such loss or damage or increase in the same, results from any breach or omission by you or customer of your party.
8. We, our employees and agents, shall not in any event, be liable for losses relating to any business interests you or a customer of your party may have including, without limitation, lost data, lost profit, loss of opportunity or of business or for business interruption, lost contracts, revenue or anticipated savings.
9. We have the right to refuse to provide service where it is considered that you or any member of your party is behaving or has behaved in a threatening or abusive manner to the AA's employees, mechanics or agents, or to any third party contractor and we, or the supplier (acting as our agents) reserve the right to invalidate cover at any time if, in our or their opinion, you have misused services provided under this cover.
10. Nothing shall restrict or limit our or the supplier's liability for death or personal injury in the event of our, or the supplier's negligence.
11. If we do not enforce or rely upon any of these terms and conditions on a particular occasion or occasions, this does not prevent us from subsequently relying on or enforcing them.
12. All vehicles must:
  - a. be built to manufacturer's specifications
  - b. have a current MOT certificate and have a valid current excise licence (tax) (where applicable)
  - c. have appropriate insurance for driving overseas
  - d. be in a roadworthy condition at the start of your trip and be used for private purposes only.

In the event of a claim you may be required to provide proof of your vehicle's service history.

13. You must be able to declare that as far as you know, the following is true:
  - a. Your vehicle is eligible for UK & European Breakdown Assistance and has been regularly serviced and maintained according to the manufacturer's instructions, is not already broken down or been involved in an accident and you are not aware of any electrical, mechanical or other vehicle problem which may interrupt your trip;

- b. If your vehicle is specially adapted for you or for any member of your party, you will make the AA aware of this before you travel;
14. The maximum persons in your vehicle must not exceed eight including the driver and any infants and must also not exceed the number of seats fitted in the vehicle, which must have seats and restraints fitted as manufacturer's standard.
  15. You must comply with any legislation in the countries you are visiting, and we cannot be liable for any loss whatsoever because your vehicle cannot be imported into or used in overseas countries, due to its type, weight and/or dimensions.
  16. AA mechanics (that is "AA" branded mechanics who are employed by the AA) do not generally operate in Europe. Europe Roadside assistance will usually be provided through a garage or, if you are visiting a country where a motoring organisation operates, the AA may arrange for a mechanic of a local organisation to assist. Service providers including garages, repairers, recovery operators, mechanics of motoring organisations, car hire companies, are not approved by either us or the supplier and do not act as our agents. The AA cannot be held liable for any acts or omissions of any such garages or other service providers. The AA may arrange assistance for you in accordance with the terms of this cover and you may be indemnified for the costs involved subject to the terms and limitations of this cover. However, the AA does not actually provide the services (such as roadside assistance and vehicle repairs) and therefore the AA cannot be held liable for the acts and omissions of those who do, even if we pay for the repairs in full. If you are dissatisfied with any work undertaken, you should contact the relevant service supplier direct. If service has been provided by an AA mechanic, you should contact the AA.
  17. Any advice regarding the cost of repairs provided by the AA's European Operations Centre will be indicative only and it is your responsibility to ensure you have received and understood the quotation given by the repairer before agreeing to any work to be carried out. Any contract for repair will be between you and the repairer. Only the repairer has legal responsibility to you for the performance and quality of the repairs, including repairs at the roadside. We do not have any liability for the acts and omissions of the repairer, even if we pay for the repairs in part or in full.
  18. You must advise the AA if your vehicle has a mechanical warranty. While they will arrange initial assistance at the roadside, it is your responsibility to ensure that any subsequent repairs are in accordance with and do not invalidate your vehicle warranty.
  19. Commercially built caravans and trailers are included within the policy, providing that the towed vehicle and the trailer load complies with the weight and size restrictions (please refer to vehicle specifications), and does not exceed the manufacturer's fully laden height, weight and width limits, and is fit for purpose. In addition, a serviceable spare wheel and tyre must be carried if supplied as part of the manufacturer's standard equipment.
  20. If you are, or the driver of your vehicle is, unexpectedly taken ill during a journey (excluding self-inflicted and minor injuries and illness) and no other passenger can drive your vehicle to complete your intended journey, we will discuss and agree with you the best options for getting you and your vehicle back to the UK. We will ask for medical evidence before agreeing to provide any service, and any service would only be available where the inability to drive the vehicle continues for long enough that you would miss your booked arrangements for returning to the UK. We may ask for your permission to validate any medical certificate provided. Any compassionate assistance is given at the AA's absolute discretion.

## Claims and Repair Authorisation

1. You should submit a claim within 31 days of your return home. If you have any other policy which covers the same risk, you must advise of this when making a claim and we will be entitled to contact the insurance company to claim and receive a contribution towards costs.
2. If you are not the owner of the vehicle, you must check with the owner before you authorise any repairs.
3. If the garage cannot complete the repairs within eight hours or until after your planned return home, you must contact the AA to discuss your options. You must keep in touch with the AA to confirm any further entitlements under the benefits.
4. You must produce the original or a copy of the original Statement of Insurance and original receipts for expenditure before we will pay any claim. The cost of obtaining any original certificates, information, evidence and receipts required by us will be at your expense.
5. If the garage dismantles your vehicle for repairs, which are then halted for any reason, we will not accept responsibility for any parts returned in your vehicle. In such circumstances, it is most unlikely that the garage would accept any responsibility.
6. If your vehicle has been involved in an accident, which could be subject to a claim involving your motor vehicle insurer, we reserve the right to obtain their formal agreement before recovery of your vehicle is arranged and to negotiate with them to reclaim a proportion of the costs incurred.
7. Before you leave your vehicle for recovery, you should remove all valuables and make sure anything left in your vehicle is safely stowed. There is no duty-free allowance on an unaccompanied vehicle being recovered – take any dutiable items with you.
8. You must leave keys, including those for trailers, caravans or roof boxes in a safe place with your vehicle, as Customs may need to unlock and inspect the vehicle(s). Without keys we cannot recover vehicles and or trailers, caravans or roof boxes.
9. When you are notified that your vehicle is ready for collection, You will have 14 days to collect the vehicle. You will be responsible for any additional storage fees incurred beyond this period.
10. While the AA will seek to arrange return of your vehicle and your party home together by the most suitable means, where this is practical and possible, we cannot be liable for any additional costs incurred for your pet/animal.
11. It is your responsibility to ensure that your pet/animal meets the mandatory restrictions of the PETS Travel Scheme at all times.
12. We will not accept any alterations to the terms of this insurance, unless a duly authorised official of ours has confirmed changes in writing.
13. You must send us every legal letter, writ or other legal document, in connection with any claim against you or another member of your party, immediately you receive it.
14. If we guarantee costs on your behalf, you must repay us on demand for any expenses not covered by this insurance. We will not settle any claim for costs you paid under this insurance until you have repaid us in full.
15. We may pay you our full liability under the cover at the time, and once we have done so, no further payments will be made. The benefit limits for each section and overall claim limit show the maximum payable for one trip, irrespective of the number of incidents during your trip.
16. We are entitled to take over any rights your party may have in the defence or settlement of any claim and to take proceedings in your or any other member of your party's name for our benefit against any other party. You must not admit liability, offer or promise to make any payment in admission of liability unless we agree to it in writing.
17. You must do all that you can to keep your claims as low as possible and to prevent loss, theft or damage.



18. If the AA cannot arrange for a garage to accept our guarantee of costs, you will be asked to pay for any repairs undertaken at the time and reclaim the costs covered by this insurance.
19. If you insist on authorising lengthy or expensive repairs contrary to the advice of the AA, we reserve the right to refuse any further service.
20. The AA will only seek to arrange a guarantee of costs within the limits of the cover and you will have to pay the repairing garage for extra costs and the costs of parts.
21. If your vehicle has left the highway and you ask for assistance when it is in a ditch, standing on soft ground, sand or shingle, or stuck in water or snow, the AA will arrange any recovery to a place of safety, but this will be at your cost.

## **Replacement/Hire Vehicles**

1. Car hire availability or equivalent replacement for your vehicle cannot be guaranteed. Multi-purpose vehicles, four-wheel drive vehicles, minibuses, vans, motorcycles and vehicles with automatic transmission in particular are difficult to hire.
2. It cannot be guaranteed that replacement vehicles can be supplied with a tow bar, and therefore your caravan or trailer may be recovered with your immobilised vehicle.
3. It is not possible to arrange a replacement mobile caravan, trailer or replacement roof box. Personal effects, goods, vehicles, boats or other waterborne craft carried in or on your vehicle, caravan or trailer remain your responsibility at all times.
4. Unless otherwise agreed, hire car costs will only be covered where the AA has arranged the hire. It cannot be guaranteed that hire cars will be available in all circumstances. You must be able to comply with the hirer's terms and conditions, which will include:
  - a. production of a full driving licence valid at the time of issue of the hire vehicle (some companies may require additional information such as details of any endorsements or fixed penalties or convictions which You may need to obtain from the DVLA).
  - b. production of a credit card. Arrangements for a hire car cannot be made without one.
  - c. drivers must be within the hirer's minimum/maximum ages for the hire and comply with legislation in the country concerned and must have held a full driving licence for 12 months or more.
5. Car hire companies' terms may change and do vary. The requirements listed above are not exhaustive and compliance with them does not guarantee availability of a hire car. If you do not comply with the hire company's terms or fail to return the vehicle to them as agreed, the hire company may take action against you.
6. If you are travelling in an MPV or similar vehicle, it may be necessary to arrange two hire cars. Otherwise alternative travel arrangements will be made.
7. In parts of Europe, hire cars are not permitted to cross national frontiers and it may be necessary to change hire cars at national borders. If you do not follow the AA's, or the hirer's instructions, you must pay any additional costs you incur.
8. If the AA has arranged car hire for your journey home, a vehicle hired abroad cannot be used for any part of your journey in the territory; a second vehicle registered in the territory may be arranged for this part of the trip.
9. For car hire or other alternative travel costs, wherever possible the AA will arrange, and we will pay costs, within the stated overall limit. If the hirer will not accept our guarantee, you will be asked to pay and make a claim for these costs on your return home.
10. If your vehicle is specially adapted for you or your party's needs it is unlikely that the AA will be able to locate a similarly adapted vehicle overseas. The AA will seek with you to find a suitable alternative method of travel, within the benefit limit.

# Section 4. General Terms and Conditions that apply to the whole of this UK & European Breakdown Cover Policy

## Section A: General rights to refuse service

If the claim is not made by a Royal Bank of Scotland Black customer or an authorised driver of a Royal Bank of Scotland Black customer's vehicle then the AA reserves the right to refuse service.

Please note: if You are refused service by the AA, you have the right to an explanation in writing (see "Making a Complaint" Section 4, Section D for contact details).

1. The AA reserves the right to refuse to provide or arrange assistance where the service request is for, or relates to:
  - a. Repeat breakdowns within 28 days, that is where service is requested to deal with the same or similar cause of breakdown (including running out of fuel or charge) to that which the AA attended within the preceding 28 days. It is your responsibility to make sure that emergency repairs carried out by the AA are, where appropriate, followed as soon as possible by a permanent repair. The AA shall not be entitled to refuse assistance if the reason for the repeat breakdown is due to the negligence of the AA or its appointed agent.
  - b. Unattended vehicles, that is where you are not with your vehicle at the time of the breakdown or accident and you are unable to be present at the time that assistance arrives;
  - c. Unsafe, unroadworthy, unlawful etc vehicles, that is where in the AA's reasonable opinion, immediately before the relevant breakdown or accident, your vehicle was dangerous, overloaded, unroadworthy or otherwise unlawful to use on a public road. Without restricting the generality of the AA's rights under this provision, and your responsibility to comply with all applicable legal requirements, please note that for a UK registered vehicle to be used or kept on a public road, and subject to any relevant exemption that may apply, the vehicle must have a current excise licence (that is, up to date vehicle tax), a current MOT test certificate and have in force valid motor insurance to the minimum level required under UK law;
  - d. Assisting where unsafe or unlawful activities, that is where, and other than solely as a result of a failure on the part of the AA, the giving of service would involve a breach of the law (including, without in any way restricting the type of breach being referred to under this sub-clause, a breach of the AA's health and safety duties);
  - e. Delay in reporting, that is where the breakdown is not reported within 24 hours of you becoming aware of the breakdown. (The AA may agree to extend this period in exceptional circumstances);
  - f. Unreasonable behaviour, that is where the AA considers, on reasonable grounds, that you: (i) or anyone accompanying you, or who is receiving or is entitled to receive assistance in connection with your UK & European Breakdown Assistance Cover is behaving or has behaved in a threatening or abusive manner to the AA's employees, mechanics or agents, or to any third party contractor; or (ii) have falsely represented that you are entitled to services that you are not entitled to; or (iii) have assisted another person in accessing UK & European Breakdown Assistance to which they are not entitled; or (iv) owe the AA money with respect to any services, spare parts or other matters provided by the AA or by a third party on the AA's instruction.
  - g. The recovery of unaccompanied children, that is the recovery of any child under 16 years of age unless they are accompanied at all times by an adult (unconnected with the AA or its agents).

### **Additional services**

2. Any additional services made available by the AA which are not described in these Terms & Conditions are provided on a purely discretionary basis and may be withdrawn at any time.

### **Use of agents**

3. Service from dedicated AA mechanics is subject to availability and may be supplemented by use of appropriate agents. The AA will only accept responsibility for the actions of an agent where the agent is acting on the AA's instruction.

### **Requests for assistance**

4. All requests for assistance must be made to the AA using the contact instructions provided by the AA from time to time. If you contact a garage direct, you will have to settle its bill and the AA will be under no obligation to reimburse you.

### **Emergency nature of Breakdown service**

5. AA mechanics are trained and equipped to carry out emergency roadside repairs and are not in a position to comment on the general safety or roadworthiness of a vehicle after a breakdown or an emergency repair. In addition, whilst the AA mechanics will exercise such care and skill as is reasonable in a roadside emergency situation, completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the vehicle concerned.

### **Subrogation**

6. In the event that the AA provides Accident Assist the AA will be entitled to take over and conduct at the AA's expense and in your name:
  - a. The negotiation defence or settlement of any claim against the at fault driver for recovery in respect of costs paid by the AA for Accident Assist;
  - b. Legal proceedings to recover for the AA's benefit any payments made for AA's Accident Assist;

You must give the AA all documentation, help and information they may need.

The AA reserves the right to recover costs paid by the AA for Accident Assist from your own motor insurance and you must assist the AA to recover of costs paid by the AA for Accident Assist from your motor insurance.

### **Matters outside the AA's reasonable control**

7. While the AA seeks to meet the service needs of Royal Bank of Scotland Black account customers at all times, its resources are finite, and this may not always be possible. The AA shall not be liable for service failures where the AA is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside the AA's reasonable control include (but are not limited to) Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, vehicle, roads that are not reasonably accessible by the AA, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

### **Exclusion of liability for loss of profit etc**

8. The AA shall not, in any event, and to the extent permitted by law, have any responsibility for (a) any increased costs or expenses; or (b) any loss of: (i) profit; or (ii) business; or (iii) contracts; or (iv) revenue; or (v) anticipated savings; or (c) for any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise. For the avoidance of doubt, nothing in this clause or these Terms & Conditions shall exclude or restrict the AA's liability for negligence resulting in death or personal injury.

## Enforcement of Terms & Conditions

9. Failure to enforce or non-reliance on any of these Terms & Conditions by the AA will not prevent the AA from subsequently relying on or enforcing them.
10. None of the Terms & Conditions, or benefits of, UK & European Breakdown Cover are enforceable by anyone else other than the Royal Bank of Scotland Black account customer. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement or amendment of such act, are excluded.

## Use of headings

11. The headings used in this Policy are for convenience only and shall not affect the interpretation of its contents.

## Section B: Closing your Royal Bank of Scotland Black account and cancelling your insurance

If your Royal Bank of Scotland Black account is closed all of the benefits and insurance cover will end immediately. If that happens you and all other individuals insured because of your account will not be entitled to use or claim or continue to benefit under any of the benefits or any insurance cover under the account terms.

The Royal Bank of Scotland Black account Breakdown Cover forms a core part of your Royal Bank of Scotland Black account and it cannot be cancelled in isolation. If you wish to cancel this cover, you will need to close or downgrade your account. If your account is not closed or downgraded, this cover will remain active for as long as your Royal Bank of Scotland Black account remains open.

If you choose to close or downgrade your Royal Bank of Scotland Black account in order to cancel any or all of your benefits you will not be entitled to any refund, reduction or rebate of your account fee. There is no cash alternative to any benefit (or any part of it).

## Section C: Changes to your policy and withdrawal of cover

If Royal Bank of Scotland decides to alter or remove the Royal Bank of Scotland Black account Breakdown Cover or change to another insurance provider they will give you at least 30 days' notice in accordance with your account terms.

## Section D: Making a Complaint

We aim to provide you with a high level of service at all times. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation.

There are several ways you can contact us:

Phone: **0344 209 0556** or **0161 333 5910**

Email: **customer.solutions@theaa.com**

Post: Customer Solutions  
The Automobile Association  
Park Square, Bird Hall Lane  
Cheadle Heath  
Stockport  
SK3 0XN.

Text Phone users can contact us using Relay UK by prefixing any of our numbers with **18001**.

We will either acknowledge your complaint within 5 working days of receipt or offer you our final response if we have concluded our investigations within this period.

If we acknowledge your complaint, we will advise you who is dealing with it and when we expect to respond. We aim to respond fully within 8 weeks. However, if we are unable to provide a final response within this period, we will write to you before this time and advise why we have not been able to offer a final response and how long we expect our investigations to take.

If you remain unhappy with our final response, or we have not managed to provide a final response within 8 weeks of your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service or an alternative dispute resolution (ADR) body for help and advice.

There are several ways you can contact the Financial Ombudsman Service:

Phone: **0800 023 4567** or **0300 123 9 123**

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

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

Post: The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR.

## **Section E: Financial Services Compensation Scheme**

Onward Travel and European Breakdown Cover, which are provided by Acromas Insurance Company Limited and AA Accident Assist, which is provided by AA Underwriting Insurance Company Limited are covered by the FSCS.

As you have Onward Travel and European Breakdown Cover you may be entitled to compensation from the FSCS if Acromas Insurance Company Limited cannot meet its obligations in relation to that cover. Likewise, as you have AA Accident Assist you may be entitled to compensation from the FSCS if AA Underwriting Insurance Company Limited cannot meet its obligations in relation to that cover. The entitlement to compensation will depend on the type of business and the circumstances of the claim. General insurance (such as Onward Travel, European Breakdown Cover and AA Accident Assist), provided by a regulated insurer such as Acromas Insurance Company Limited (for Onward Travel and European Breakdown Cover) and AA Underwriting Insurance Company Ltd (for AA Accident Assist) is covered for 90% of the claim, without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS at **[www.fscs.org.uk](http://www.fscs.org.uk)** or telephone **0800 678 1100** or **0207 741 4100**.

Roadside, At Home, and National Recovery are provided by Automobile Association Developments Limited (trading as AA Breakdown Services) and the cover provided by this company does not fall within the FSCS.

## **Section F: Fraud**

If we discover that you, anybody insured under this policy or anyone acting for you has knowingly:

- made a fraudulent or false claim in full or in part or exaggerated the amount of the claim or provided false or invalid documents in support of a claim; or
- misrepresented any answers to our questions or withheld any relevant information in order to influence us, or the Insurer, to accept a claim; or
- provided false or invalid documents in support of a claim; or
- following an allegation or suggestion of fraud by the insurer, us, or any other Insurer, withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void.

We may:

- treat your policy as if it never existed from the date of the fraud or misrepresentation
- serve you a 7 day notice of cancellation on all other policies that you hold with them; and
- pass details to the Police and fraud prevention agencies; or
- refuse to pay the whole of your claim if any way fraudulent, false or exaggerated and recover from you any costs that have been incurred.

### **Section G: Which law applies**

Your Royal Bank of Scotland Black account UK & European Breakdown Cover and these Terms & Conditions are governed and should be interpreted by the laws of England and Wales. The EEA State, for the purpose of your Royal Bank of Scotland Black account UK & European Breakdown Cover, is the United Kingdom. The Terms & Conditions are written in English and all correspondence entered into shall be in English.

### **Section H: Communications**

Royal Bank of Scotland are able to provide this document in Braille, large print or audio format upon request. Your local branch will arrange this for you or you can contact Royal Bank of Scotland on **03457 24 24 24**.

### **Section I: How we use your personal information**

#### **AA use of your personal data**

This short form privacy notice provides a summary of how your personal data is used by the AA Group. The data controllers of our Roadside policies and products are the Automobile Association Insurance Services Limited (which sells you the policy), and the Automobile Association Developments Limited (which provides the services to you).

For full details please visit our privacy notice at <https://www.theaa.com/privacy-notice-breakdown-services>. The privacy notice sets out full details about how we use your information and include the contact details of the Data Protection Officer.

We may update those privacy notices from time to time.

#### **Personal data we hold, use and the reasons for processing**

We collect and use your personal data to provide you with Roadside assistance, to develop new products and services and to review and improve current products and services, to comply with legal and regulatory obligations and requirements, helping us improve products or services, improve the operating of our businesses, to share information with business partners in order to provide our products and services or operating our business, and to enable other group companies to perform any of the above purposes. These uses are generally needed to provide the services to you and for our legitimate interest.

#### **Disclosures and Transfers**

We share your information within the AA Group companies, and our suppliers and business partners, as well as government organisations where required for the reasons described above.

There might be instances where the AA rely on third parties, such as service providers that are based outside UK or EEA, to support our businesses and the Roadside assistance products. Where there is access to data from international locations, we have appropriate contractual safeguards in place.

## **Your rights**

Below is a list of the rights that all individuals have under UK data protection laws. They don't apply in all circumstances so your request may not always be granted. If you wish to use any of them, we'll explain at that time if they apply or not, and if we will comply or not with your request, including the reasons why.

You have the right to be informed about the processing of your personal information; to have your personal information corrected; to object to processing; to request restriction of processing; to have your personal information erased; to request access to your personal information and how we process it; to move, copy or transfer your personal information; and rights in relation to automated decision making which has a legal effect or otherwise significantly affects you.

For full details on how we use your information, please see the full privacy notice for the AA using the link above.

## **Section J: Royal Bank of Scotland Privacy Statement**

For more information about how we use your personal information, the types of information we collect and process and the purposes for which we process personal information, please read our full privacy notice (our 'Privacy Notice') provided on our website [www.rbs.co.uk/privacy](http://www.rbs.co.uk/privacy)

## **Section 3: Black Account Leisure Benefit Terms**

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# Black Account Cinema Discount Terms

These Terms govern the Royal Bank of Scotland Black Cinema Discount which is available to you as a Royal Bank of Scotland Black account holder.

## General

1. The cinema discount is provided on behalf of Royal Bank of Scotland by Capillary Technologies Europe Limited, a private company incorporated in the United Kingdom with Company Number 03297240, and having its registered office at 15 Alfred Place, London, United Kingdom, WC1E 7EB (from this point on referred to as “we/us/our”)
2. Cinema eCodes must not be re-sold.
3. You may purchase eCodes using the Royal Bank of Scotland 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 Royal Bank of Scotland Black cinema discount eCode Service pages of the website [membershipbenefits.rbs.co.uk](http://membershipbenefits.rbs.co.uk). If you are not able to access the website, you should call Membership Services on **0345 266 8801**. 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 Royal Bank of Scotland 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 Royal Bank of Scotland 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, Building 1000, Lakeside North Harbour, Western Road, Portsmouth, Hampshire, PO6 3EZ or call Membership Services on **0345 266 8801**.

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.

# Black Account Ticket Booking Service Terms

These Terms govern the Royal Bank of Scotland 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 Royal Bank of Scotland by Capillary Technologies Europe Limited, a private company incorporated in the United Kingdom with Company Number 03297240, and having its registered office at 15 Alfred Place, London, United Kingdom, WC1E 7EB (from this point on referred to as "we/us/our"). 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.rbs.co.uk**
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.rbs.co.uk**. 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 266 8801** 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.rbs.co.uk**, you will need to return to the dedicated Black Account Ticket Booking Service pages of the website **membershipbenefits.rbs.co.uk** 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 266 8801** 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 Capillary Technologies Europe Limited to purchase tickets on your behalf. This means that when tickets for the event you have pre-registered for go on general sale Capillary Technologies 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 266 8801**.
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.rbs.co.uk**, 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 and cash back on the dedicated Black Account Ticket Booking Service pages of the website **membershipbenefits.rbs.co.uk** 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 266 8801**.
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.rbs.co.uk**, 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.

- For bookings made online directly via the dedicated Black Account Ticket Booking Service pages of the website [membershipbenefits.rbs.co.uk](http://membershipbenefits.rbs.co.uk), 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**

- Membership Services must be contacted for all booking related queries, complaints and claims. Please write to Customer Services Manager, Membership Services, Building 1000, Lakeside North Harbour, Western Road, Portsmouth, Hampshire, PO6 3EZ or call Membership Services on **0345 266 8801**. If telephoning, your call will be recorded for quality and training purposes.
- 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 266 8801**.

### **Other important terms**

- 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.
- 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.
- 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.
- 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 266 8801;**
  - (b) **by email: [membership@tengroup.com](mailto:membership@tengroup.com);**
  - (c) **online: [membershipbenefits.rbs.co.uk](http://membershipbenefits.rbs.co.uk)**
- 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 4555**
- (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**

## 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 4555**
  - (b) **by email:** **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.





## **Braille, large print or audio format?**

If you'd like this information in another format, call us on: **03457 24 24 24**  
(Relay UK: **18001 03457 24 24 24**).

The product(s) mentioned in this literature is/are covered by the Financial Services Compensation Scheme (FSCS).

The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations.

For further information about the compensation provided by the FSCS, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk)

Calls may be recorded.

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Registered in Scotland No. SC083026.  
Financial Services Firm Reference Number 122315.