

This booklet explains the travel and other insurance benefits available with your Coutts World Card. In addition, it details the emergency medical cover available to Coutts World cardholders.

This Insurance Guide supersedes all previous Insurance Guides issued by Coutts & Co. Information contained in this Insurance Guide is correct at 15 September 2010, but is subject to change as specified in this booklet.

This Insurance Guide contains details of the various insurance policies available with your Coutts World Card. Each policy is provided by a different insurance provider, details of which can be found in the corresponding insurance policy.

Please be aware that, although the different insurance policies contain the same or similar terminology, each policy should be read on its own as the meaning of such terminology may differ with every policy. For example, in the insurance policies, each insurer refers to themselves as *we, us* and in some circumstances *the company*.

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TRAVEL INSURANCE: UK Insurance Limited

Policy number: PAI 1607570

This is *your* travel insurance policy. Please keep it in a safe place and carry it with *you* when *you* go on a trip.

This policy wording confirms who is eligible for cover under the master policy number PAI 1607570, issued to Coutts & Co by UK Insurance Limited and gives the full terms, exclusions and conditions of the policy.

It is recommended that *you* read this Insurance Guide carefully before travelling and carry it with *you*. While all the words are important, *you* should pay particular attention to all the definitions, conditions and exclusions. It also specifies what *you* need to do if *you* want to make a claim.

Please note that if a member of your *immediate family*, a travelling companion or close business associate (whether they are travelling or not) has been a hospital inpatient or has been put on a waiting list for hospital treatment for a medical condition, in the 12 months prior to *you* booking the *journey* then this policy will not cover *you* for the subsequent cancellation of the *journey* if the claim for cancellation arises from such medical conditions.

After booking but before you travel

If *you* are diagnosed with a medical condition after *you* book a *journey* but before *you* travel on that *journey* and *you* are advised by a *medical practitioner* that *you* are fit to do so, this policy will provide *you* with cover for that *journey*.

New journeys following diagnosis

Please call us on 0870 609 1217 to tell us about *your* new condition before *you* book any new journeys. More details are on page 12.

The cover provided by *your* travel insurance policy begins as soon as *you* receive *your* Coutts World Card. Cover continues automatically as long as *you* remain a Coutts World cardholder and the insurance continues to be placed with UK Insurance Limited by Coutts.

Cover can be arranged for an additional premium, for *guests* travelling with *you*, for both the standard insurance and the optional extra cover packages. Winter sports cover is also available for *your guests* or if *you* require an extension to the 28 days provided by *your* Coutts World Travel Insurance. For details of the charges, please call *our* assistance services on 0870 609 1217.

Our promise of service

Our aim is to provide the insurance cover and the insurance service that *you* require. Please read this Insurance Guide carefully to make sure *you* know what cover is provided. We do not wish *you* to discover after an incident has occurred that *you* are not insured.

We have not provided *you* with a personal recommendation as to whether the 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 demands and needs of Coutts World clients who wish to ensure that travel insurance cover exists when on holiday.

We recommend that all items with a value in excess of £1,000 are insured under *your* household contents insurance policy.

Your right to cancel

You have the right to cancel this policy. *You* have a statutory period of 14 days within which to cancel this policy starting on the day *you* receive *your* Coutts World Card. As Coutts does not charge a premium for this insurance, *you* will not receive a refund should *you* wish to cancel.

To cancel this insurance please call Coutts Card Services on 020 7309 0045 (within UK) or +44 20 7309 0045 (outside UK) or write to Coutts & Co, Card Services, 440 Strand, London WC2R 0QS.

Schedule of insured persons

1. The *cardholder*.
2. The *cardholder's partner*.
3. The *cardholder's dependent children*.
4. Any *guest* who is a resident of the same country as *you* and for whom the appropriate additional premium has been paid.

To apply for additional cover for *guests*, please call *our* assistance services on 0870 609 1217.

General provisions

The policy is evidence of the contract between *you* and *us*. The policy and any endorsements are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears.

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

From time to time, it may be necessary to alter *your* policy, other than when *you* have requested a change of cover. When this situation arises, *you* will be advised accordingly. Any such alteration will only apply to *trips* booked by *you* from the time of receipt of that advice or some other future specified date.

Please note that upon surrender, termination or cancellation of *your* Coutts World Card, the benefits under this policy will no longer be available to *you*.

Coutts World Travel Insurance is underwritten by UK Insurance Limited (UKI), which is authorised and regulated by the Financial Services Authority. Registered address: The Wharf, Neville Street, Leeds LS1 4AZ. Registered No. 1179980, England. UKI is a Royal Bank of Scotland Group company.

Law applicable to the policy

Under European Law, *you* and we may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise.

Sharing of claims and underwriting information

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

Emergency medical cover

Medical and associated expenses and hospital benefit are available under the travel insurance (subject to policy terms and conditions) to meet the unexpected cost of emergency medical, surgical and dental treatment after *you* have left *your country of residence* and until *you* return. The maximum period of any *trip* is limited to 93 days.

In the event of a serious medical emergency, *you* must notify *our* assistance services as quickly as possible (other than minor problems eg, a simple consultation with a doctor or a visit to a pharmacy) on +44 (0)1252 740 448. Please state that *you* are a Coutts World cardholder and also provide *your* policy number (PA11607570) and details of the problem.

Calls may be recorded.

Our assistance services will ensure that where necessary:

- a) hospitals are contacted and payment of necessary fees is guaranteed
- b) medical advisers are consulted at the outset for their views on the possibility of arranging *your* return home and the best transportation method to be adopted. Specially equipped air ambulances are available for certain cases on the recommendation of *our* assistance services Medical Officer. Alternative air services will be used when an air ambulance is not necessary. When needed, a patient will be escorted by a medical attendant.
- c) assistance upon arrival in *your country of residence* is provided where medically necessary.

How to make a claim

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

To register *your* claim in the first instance please call 0870 609 1206 (within UK) or +44 20 7309 0045 (outside UK). Alternatively, please write to Coutts Card Services, 440 Strand, London WC2R 0QS.

You should complete a claim form fully, enclosing all requested information or specified supporting documentation, and return to *us* at the address that will be provided.

If an event happens that may give rise to a claim, *you* must take the following actions to obtain supporting evidence:

Cancellation/Curtailment

If *your trip* is cancelled or *curtailed* for medical reasons, obtain a medical certificate from the treating *medical practitioner* confirming the reason for cancellation or *curtailment*.

Delayed departure

Obtain a letter from the carrier, confirming the reason for the delay and detailing the scheduled and actual departure/arrival times.

Baggage

- For all loss or damage in transit claims, report the matter immediately and obtain a written report from the carrier.
- For all other losses, report the matter to the local police authorities within 24 hours of discovery and obtain a written report from them. Such losses should also be reported to *your* tour operator representative and hotel/apartment manager where appropriate.
- Provide receipts where replacement items are purchased.

Personal money

All losses must be reported to the local police authorities within 24 hours of discovery and a written report obtained. Such losses should also be reported to *your* tour operator representative and hotel/apartment manager where appropriate.

Medical expenses

- Costs for hospital or clinic treatment will be guaranteed provided *our* assistance services is contacted prior to the provision of such treatment. Please refer to the instructions in this Insurance Guide.
- Costs incurred in relation to minor illness or injury should be paid by *you* and claimed on *your* return from *your* trip. Receipts will be required for all expenses incurred.

Personal accident

- Obtain a medical certificate from the treating *medical practitioner*.
- In the event of death, sight of the original Death Certificate will be required.

Personal liability

Obtain all available supporting evidence.

Legal costs

- Obtain a Doctor's Certificate in respect of accidental personal injury or a Death Certificate in respect of accidental death.
- Obtain any independent witness statements.
- Obtain any available supporting documentary evidence (including photographs if possible).

Loss of passport

Obtain a report from the Consular Representative confirming the date of loss, date of notification of loss and date upon which a replacement passport was obtained.

Piste closure

Obtain written confirmation from *your* tour operator representative of the date(s) of piste closure.

Complaints procedure

We will always be fair and reasonable whenever *you* need the protection of this policy and we will act quickly to provide that protection. Should there ever be an occasion when *you* feel that we have failed to do this, then please let us

know. We will do everything possible to make sure *your* complaint is dealt with quickly and fairly.

The easiest way to complain is simply to give us a call.

If *you* have a complaint about a claim, please call *your* claims handler on 0870 609 1206. For all other complaints, please phone 0870 609 1217.

If *you* prefer to write and *your* complaint is about a claim, write to UK Insurance Claims Services, Waverley House, Farnham Business Park, Weydon Lane, Farnham, Surrey GU9 8QT.

Please send all other complaints to UK Insurance Customer Services, PO Box 106, 37 Broad Street, Bristol BS99 7NQ.

This will help us deal with the complaint quickly.

Our staff will try to deal with *your* complaint immediately. If this is not possible, we will acknowledge *your* complaint within five business days of receiving it. If we cannot resolve *your* complaint within four weeks of receiving it, we will write and let *you* know the reasons why and the actions we will take.

If we cannot resolve *our* differences with *you*, we will send *you* a 'final response' letter. *You* can then take *your* complaint to the Financial Ombudsman Service (FOS), who will liaise with us for *you* and tell *you* their decisions. Contacting the FOS does not affect *your* legal right to take action against us. Their address is Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Please note that *you* will need to request a final decision letter from us before referring *your* complaint to the FOS.

A copy of *our* complaints procedure is available upon request.

Operation of cover

The insurance under Part A (other than Part A – Section 4 paragraph a)) applies during the *period of the trip*, providing that this does not exceed 93 days, except where the *trip* involves winter sports where the maximum duration allowable is 28 days.

Cover under Part B – Hazardous activities only applies if the appropriate additional premium(s) has been paid.

Medical Statements

Call us on 0870 609 1217 to talk about *your* medical circumstances.

At the time of opening the account or before you book a journey

At the time of opening the account and before you book a *journey*, you can call us at any time to tell us about a medical condition. We will tell you if we can cover that condition at no charge to you, if you need to pay us an extra premium or if we cannot cover the condition and we will write to you to confirm what we tell you over the phone.

You have to contact us before you book a journey if you:

1. Are receiving in-patient treatment or are waiting to receive treatment;
2. Have been diagnosed or treated with a heart or cancer related condition in the past 12 months;
3. Have been given a terminal prognosis;
4. Are aware of a reason why you may not be able to go on the journey or continue with it;
5. Are diagnosed with any of the medical conditions below:
 - a circulatory condition (problems with blood flow, but not high blood pressure) or a breathing condition (excluding asthma);
 - any gastrointestinal (stomach) condition; or
 - diabetes.

When you contact us we can talk to you about your medical condition(s) and work out whether or not we are able to cover them at no charge to you, for an additional premium or if we cannot cover your medical conditions. Note that if you do not contact us in this way, your cover may not be valid if you make a claim. If we are unable to cover your condition, then we will not pay claims that are directly related to the excluded medical condition.

After you book a journey but before you leave

If you are diagnosed with a new condition, this insurance will cover you to:

- a) Cancel the *journey* if due to your newly diagnosed condition, you are unable to travel;
- b) Continue with the *journey*, as long as you are not travelling against medical advice.

At any time you have this policy

This policy will not cover you to:

- a) Travel to obtain medical treatment;
- b) Travel against medical advice.

When you call us, we will talk to you about your medical condition(s) and work out whether or not we are able to cover them for free, for an additional premium or if we cannot cover your conditions. Please note that if you do not contact us in this way, your cover may not be valid if you make a claim other than for cancellation.

After you have called us

Where we either agree to cover or decline to cover medical conditions, we will usually apply those terms for a 12 month period and at the end of this period we will send you a letter asking you to contact us again, so that we can make a further assessment of the cover for your medical condition(s).

Our medical risk assessment system is updated frequently and we reserve the right to amend our medical risk assessment outcomes, so you may find that one year we might be unable to cover your medical condition(s) but at a later date we might be able to or that the additional premium charged may change.

Definitions

Any word defined below will carry the same meaning wherever it appears in the policy in *italic* print.

Abroad means outside your country of residence.

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

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

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

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

Cardholder means any individual who holds a Coutts World Card.

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

Note: For the purposes of this insurance, England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands are considered as one country.

Curtailment/curtail means cutting short *your trip* after its commencement to return to *your home address* or *business address*.

Dependent children means all unmarried children (including legally adopted, foster and stepchildren) of the *cardholder* who at the time of the incident are under 18 years of age and living at home or up to 23 years of age if in full time education. This also includes 'gap years' where children aged up to 23 have applied for a university or college placement. It does not apply to children aged between 18 and 23 who have left education and cannot provide evidence that they have applied for a university or college placement.

Endorsement(s) are statements issued by us to record any agreed alterations to the contract as originally completed.

Guest means any individual while travelling with a *cardholder* during the *period of the trip* and for whom the appropriate additional premium has been paid in advance of commencing the *trip*.

Hazardous activity means:

- a) flying, hang-gliding/paragliding, ballooning, parachuting, parasailing or other aerial activities except whilst travelling in a fixed wing aircraft or helicopter as a passenger, not as a pilot or aircrew, nor for the purpose of undertaking any trade or technical operation in or on the aircraft
- b) Quadbiking. Motorcycling on machines exceeding 125cc unless *you* have held a full clean motorcycle licence for at least three years, and are accident and conviction free. It will be necessary to contact Coutts Card Services to register *your* qualification
- c) canyoning, mountaineering or cliff or rock climbing necessitating the use of ropes or guides, potholing, engaging in or practising for speed or time trials, sprints or racing of any kind, and bungee jumping
- d) white water rafting, canoeing or sailing beyond three miles from land, unless undertaken under suitably qualified supervision as a pre-paid element of the *trip*
- e) SCUBA diving unless *you* are a qualified diver and *you* are accompanied at all times by another qualified diver or, if *you* do not hold a SCUBA diving certificate, *you* are accompanied at all times by a qualified diving instructor. SCUBA diving when diving beyond a depth of 30 metres
- f) ski-racing in major events, ski jumping, ice-hockey, use of bobsleighs and skeletons, snowboarding off-piste, skiing off-piste unless accompanied by a qualified ski instructor
- g) manual work of any kind.

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

Homeward travel means travelling to *your home/business address* from *your trip destination*.

Immediate family means your partner, Fiancé, Fiancée, Parents, Parents-in-law, Step-parents, Son, Son-in-law, Daughter, Daughter-in-law, Brother, Brother-in-law, Sister, Sister-in-law, Stepchildren, Legal Guardian, Grandparents, Grandchildren, Uncle, Aunt, Niece or Nephew.

Insured person means any person named in the Schedule of insured persons.

Interconnecting flights means any flights which are either internal in another country or external from any country outside *your country of residence* that are not directly related to *you* arriving at a single *journey destination* or returning to *your country of residence*.

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

Legal costs means the professional fees and expenses reasonably and necessarily charged by *your solicitor* in proportion to the value and complexity of *your claim*. We will also pay costs which *you* are ordered to pay by a court or other organisation and any other costs we agree to in writing. The most we will pay will be £25,000 per *insured person* for any claim or claims arising from any one incident, up to a total of £50,000 where two or more *insured persons* are involved. This includes *your costs* and *your opponent's costs*.

Manual work is any work which involves:

- Using, installing or maintaining equipment or machinery;
- Building or construction work;
- Work relating to the care of children in any capacity.

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

Outward travel means travelling from *your home/business address* to *your trip destination* including flights which are booked prior to *you* leaving *your country of residence* which are directly related to the outbound *journey*.

Partner means a person in a relationship with the *cardholder* that has been continuous for at least six months, and where financial interdependence can be shown.

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

Personal money means bank and currency notes, cash, cheques, travel tickets, lift passes, postal and money orders, current postage stamps and travellers cheques, all held for personal purpose and includes the wallet or purse in which *personal money* is carried.

Pre-existing medical condition is when, at the time of booking the *journey* or opening the account, *you* are unable to comply with the Medical Statements on page 12 of this policy.

Redundant/redundancy means any person being declared involuntarily *redundant*, who is under 65 years, and under the normal retiring age for someone holding that person's position, and who has been employed for two continuous years with the same employer at the time of being made *redundant*.

Ski equipment means skis (including bindings), snowboards, boots and poles.

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

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

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

Trip means a temporary absence from *your home address* or *business address*:

- a) outside *your country of residence*, or
- b) within *your country of residence* provided that the *trip* involves pre-booked overnight accommodation, or it is a day trip (but not commuting) by public transport.

The maximum duration allowable under this policy for any one *trip* is 93 days, except where the *trip* involves winter sports where the maximum duration allowable is 28 days.

United Kingdom/UK means England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

Valuables means jewellery, furs, precious and semi-precious metal/stones and precious and semi-precious metal/stone articles, watches, binoculars, audio equipment and accessories and photographic/video equipment and accessories.

We/our/us/the company means UK Insurance Limited (UKI), which is authorised and regulated by the Financial Services Authority. Registered address: The Wharf, Neville Street, Leeds LS1 4AZ. Registered Number 1179980, England.

You/your means the *insured persons* as stated in the Schedule of insured persons.

Important information

Your right to cancel

You can cancel this policy at any time, however, this insurance is included as an integral benefit within *your* Coutts World Card account. *You* do not therefore, pay a separate premium and would not receive a refund as a consequence of cancelling the policy. Nevertheless, should *you* wish to cancel, please call Coutts Card Services on 020 7309 0045 (within UK) or +44 20 7309 0045 (outside UK). Alternatively, *you* can write to Coutts & Co, Card Services, 440 Strand, London WC2R 0QS.

Details about our regulator

UK Insurance Limited is authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at www.fsa.gov.uk/register/home.do, or the Financial Services Authority can be contacted on 0845 606 1234. The FSA registered number is 202810.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit.

Information can be obtained on request, or by visiting the Financial Services Compensation Scheme www.fscs.org.uk.

Summary of benefits

The tables below show maximum limits for each *insured person*.

Part A – Benefits at no extra cost

Section 1	Baggage	Up to £10,000 [†]	£50 excess
	Delayed baggage	Up to £500	Nil excess
Section 2	Personal money	Up to £500	£50 excess
Section 3	Loss of essential documents	Up to £750	£50 excess
Section 4	Cancellation and curtailment	Up to £15,000	£50 excess
Section 5	Travel delay	Up to £500	Nil excess
Section 6	Missed connections	Up to £250	Nil excess
Section 7	Failure of public transport	Up to £1,000	Nil excess
Section 8	Medical and emergency expenses	Up to £20,000,000	£50 excess
Section 9	Personal accident	Up to £100,000*	Nil excess
Section 10	Hospital benefit	Up to £1,000	Nil excess
Section 11	Personal liability	Up to £2,000,000	Nil excess
Section 12	Legal costs	Up to £25,000	Nil excess
Section 13	Ski pack	Up to £250 per week	Nil excess
Section 14	Loss/Damage to ski equipment	Up to £1,000	£50 excess
Section 15	Costs of hired skis	Up to £750 (maximum £50 per day)	Nil excess
Section 16	Piste closure	Up to £50 per day	Nil excess
Section 17	Winter Sports delay	Up to £500	Nil excess
Section 18	Physiotherapy following a skiing accident	Up to £350	Nil excess
Section 19	Pet Care	Up to £500	Nil excess
Section 20	Hijack	Up to £300	Nil excess
Section 21	Withdrawal of services	Up to £1,000	Nil excess

[†]Subject to a limit of £1,000 in respect of any single article, pair or set of articles and £1,000 overall in respect of *valuables*.

*Applicable where the *insured person* is aged 23 and over. Please refer to conditions 3 and 4 in Special conditions applying to Section 9.

Section 22 – Business cover

Loss/Damage to business equipment	Up to £3,000	£50 excess
Loss/Damage to business samples	Up to £3,000	£50 excess
Extra delayed baggage cover	Up to £500	Nil excess
Hire of business equipment	Up to £500	Nil excess
Replacement business colleague	Up to £1,500	£50 excess
Extension of trip	Up to £1,500	£50 excess

Section 23 – Golf cover

Loss/Damage to golf clubs	Up to £1,500	£50 excess
Hire of golf clubs	Up to £400	£50 excess
Cancellation and curtailment	Up to £15,000	£50 excess
Reimbursement of green fees	Up to £300	£50 excess

Section 24 Travel accommodation
and other end supplier
failure cover

Up to £5,000 Nil excess

Part B – Hazardous activities

We are working with the Foreign and Commonwealth Office (FCO) to do all that we can to help British travellers stay safe overseas. Before you go overseas, please check the FCO website at www.fco.gov.uk/knowbeforeyougo. It contains essential travel advice and tips, and up to date country specific information.

Cover provided

Part A – Benefits at no extra cost

Cover under Sections 1-24 only applies if you comply with the qualification criteria specified under the heading Operation of cover.

Please refer to Extensions of the period of the trip, General exclusions which apply to the whole policy and General conditions which apply to the whole policy, which can be found on pages 46 and 47.

Section 1 – Baggage

For each insured person, we will pay:

- the cost of repair, if economical, or otherwise the cost of replacement of items as new, less deductions for wear, tear or depreciation, if your baggage is lost, damaged or stolen during the *period of the trip*

- b) the purchase of essential replacement items if *your baggage* is temporarily lost in transit on *your outward travel* and not restored to *you* within:
 - (i) 4 hours after arrival at *your destination* up to a maximum of £100
 - (ii) 12 hours after arrival at *your destination* up to a maximum of £200
 - (iii) 48 hours after arrival at *your destination* up to an additional £200 per *insured person* in any one *period of the trip*.

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

You must obtain written confirmation from the carrier of the number of hours delay. If the *baggage* proves to be permanently lost, the overall *baggage* limit of amount payable shall apply.

Limit of amount payable

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

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

Special conditions applying to Section I

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

If *your baggage* is lost or damaged by an airline *you* must:

- a) obtain a Property Irregularity Report
 - b) give formal written notice of the claim to the airline, within three days of the loss and retain a copy
 - c) keep all travel tickets and baggage tags for submission if a claim is to be made under this policy.
2. *You* should take all practical steps to recover any articles lost or stolen.
 3. *You* must report any loss of *baggage* to the police authorities in the country where the loss occurred within 24 hours of discovery and obtain a copy of the police report.
 4. When it is not possible for the *cardholder* to use the Coutts World Card to pay for additional expenditure under this section of the policy, receipts, invoices etc, must be provided to substantiate *your* claim.

What is not covered

1. The first £50 of each and every claim per *insured person* except in respect of temporary loss of *baggage* on *your outward travel*.
2. Any claim arising from or in connection with:
 - a) cracking, scratching, or breaking of glass (other than lenses in cameras,

- binoculars, telescopes or spectacles), china, marble, earthenware or tortoiseshell, or breakage of bulbs or valves, unless occasioned by fire, theft or attempted theft or accident to a means of conveyance
- b) contact lenses
 - c) wear and tear, depreciation or damage by moth, vermin, atmospheric or climatic conditions or gradually operating causes
 - d) breakage of sports equipment while in use
 - e) *baggage* shipped as freight or under a bill of lading
 - f) loss of *valuables* in luggage while in transit by air and sea and outside the control of the *insured person*
 - g) losses not reported to the police authorities in the country where the loss occurred within 24 hours of discovery of loss and a copy of the police report is not obtained
 - h) loss or damage to *baggage* left unattended unless left:
 - in *your trip* accommodation, or
 - in a locked motor vehicle and evidence of physical and forcible entry is provided
 - i) loss or damage to *valuables* left in an unattended motor vehicle unless left in the locked boot, covered luggage area or glove compartment and evidence of physical and forcible entry is provided
 - j) delay, detention, seizure or confiscation by Customs or other officials
 - k) losses caused by any process of cleaning, repairing, dyeing or restoring
 - l) pedal cycles, motor vehicles, caravans, trailers, camping equipment or parts or accessories of any of them, or household goods
 - m) loss of money, bonds, negotiable instruments and securities of any kind
 - n) loss or damage to films, other than their value as unused material.
 - o) delayed baggage under Section 1 part b) is excluded when you are travelling on interconnecting flights.

Note: Where a *baggage* claim under Section 1, a *personal money* claim under Section 2 and a loss of essential documents claim under Section 3 arise from the same incident, only one excess per *insured person* will apply.

Section 2 – Personal money

For each *insured person*, we will pay:

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

Limit of amount payable

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

Special conditions applying to Section 2

1. You must at all times take reasonable precautions to ensure the safety and supervision of *your personal money*.
2. You should take all practical steps to recover *personal money* lost or stolen.
3. You must report any loss to the police authorities in the country where the loss occurred within 24 hours of discovery and obtain a copy of the police report.
4. You must provide us with proof of ownership for the amount of money you are claiming for to substantiate your claim.

What is not covered

1. The first £50 of each and every claim per *insured person*.
2. Losses not reported to the police authorities in the country where the loss occurred within 24 hours of discovery and where a copy of the police report has not been obtained.
3. Loss or damage of *personal money*:
 - a) in luggage while in transit and outside *your* control
 - b) from an unattended motor vehicle unless secured in its locked boot, covered luggage area or glove compartment and evidence of physical and forcible entry is provided.
4. Shortages due to error, omission or depreciation in value.
5. Loss unless from your person or a locked container hidden from view.
6. Loss of travellers cheques where the banker provides a replacement service.
7. Confiscation or requisition by Customs or other officials or authorities.
8. Claims for any amount of *personal money* held other than for social and domestic use.

Section 3 – Loss of essential documents

Should you lose your passport, green card or travel tickets during the trip.

For each *insured person*, we will pay up to £750 for additional travel and accommodation expenses necessarily incurred as a direct result, to enable you to obtain a replacement.

What is not covered

1. The first £50 of each and every claim per *insured person*.
2. Losses not reported to the police authorities in the country where the loss occurred within 24 hours of discovery and where a copy of the police report has not been obtained.
3. Any claim resulting from loss of passport not accompanied by a report from the consular representative confirming:
 - a) the date of the loss
 - b) the date of notification of loss
 - c) the date on which a replacement passport was obtained.

Note: The total amount payable under Section 2 Personal money and Section 3 Loss of essential documents is £750. Where a *baggage* claim under Section 1, a *personal money* claim under Section 2 and a loss of essential documents claim under Section 3 arise from the same incident, only one excess per *insured person* will apply.

Section 4 – Cancellation and curtailment

If you are forced to:

- a) cancel *your trip* before your outward travel, or
- b) *curtail your trip* after departure as a direct and necessary result of any cause listed below:
 - (i) Death or serious injury or illness to *you*, a travelling companion, a member of *your* immediate family, a business partner, or a relative or friend in whose home *you* are staying or intending to stay. A medical certificate issued by a *medical practitioner* treating *you*, or the patient, will be required, to confirm cancellation or *curtailment* is necessary.
 - (ii) *You* or a travelling companion being required:
 - a) for jury service in *your country of residence*
 - b) as a witness in *your country of residence*
 - (iii) *You* being made redundant
 - (iv) *You* being required for unexpected emergency duty or posted overseas as a member of the armed forces, the police, ambulance/fire or nursing service during the intended *trip*.
 - (v) a *medical practitioner* advising *you* against travel for whatever reason.
- c) stay at home following a serious burglary, fire, storm or flood at *your home address* or usual place of business in *your country of residence*, which occurs during the seven days immediately prior to the *trip* starting.

We will refund

- (i) In the case of cancellation:
 - deposits and *trip* expenses (including interconnecting flights) which are not recoverable from any other source, or
- (ii) In the case of *curtailment*:
 - the cost of unused travel expenses (including interconnecting flights) which are not recoverable from any other source, and
 - a pro-rata refund of unused accommodation and other *trip* expenses (including interconnecting flights) which are not recoverable from any other source (refunds shall be calculated on the number of days lost, from arrival back in *your country of residence*), and
 - in addition, the reasonable travel and accommodation expenses that *you* incur to return to *your home address* or *business address*. (Similar expenses will be paid for any one relative or friend who is required, on medical advice, to travel to or remain with or escort *you* to *your country of residence*.)

Limit of amount payable

The total amount payable in respect of each *insured person* is £15,000.

The following sections apply to *curtailment* only.

Part Two: Catastrophe cover

If, during *your trip*, you can no longer stay at *your* pre-booked and prepaid accommodation because of:

- fire;
- lightning;
- explosion;
- earthquake;
- tidal wave;
- storm;
- avalanche;
- hurricane;
- flood; or
- medical epidemic or pandemic.

We will pay the necessary extra travel and accommodation expenses to allow *you* to continue with *your trip*, or return to the UK if *you* cannot continue with *your trip*, up to a maximum of £5,000 per person.

Exclusions

In addition to the General Exclusions, we will not pay for any claim directly or indirectly resulting from:

- a) *You* changing *your* mind to travel or continue with *your trip* when the local or national authorities confirm that it is safe to stay; or
- b) Expenses *you* can recover from elsewhere.
- c) Claims for interconnecting flights when they were not booked prior to *you* leaving *your country of residence*.

Conditions

You must send us:

- a) The original booking invoices and travel documents showing the dates and times of travel; and
- b) Written confirmation of the disaster from the local or national authority of the area where it happened.

Special conditions applying to Section 4

1. In the event of any claim, any refund shall be based on the travel and accommodation expenses, which *you* have prepaid, or for which *you* are contracted to pay, at the time of the occurrence.
2. If any claim is as a result of accident, illness or a *medical practitioner* advising against travel, a medical certificate issued by a *medical practitioner* treating *you*, or the patient, will be required, to confirm that cancellation or *curtailment* is necessary (*you* will be liable for obtaining the medical certificate and any costs involved). In any case, we will require confirmation of booking from *your* travel provider.

What is not covered

1. The first £50 of each and every claim per *insured person*.
2. We shall not make any payment in respect of any claim arising from or in connection with:
 - a) operation of law, government regulation, criminal proceedings or act of currency restrictions
 - b) strikes or industrial action existing, or notified by declaration of intent, at or prior to the date of booking the *trip*
 - c) *your* unemployment other than *redundancy*
 - d) *your* disinclination to travel or continue *your trip*
 - e) *your* financial circumstances
 - f) failure of the tour operator or any provider of transport or accommodation to fulfil the *trip* booking
 - g) adverse weather conditions
 - h) a *pre-existing medical condition*
 - i) an *anticipated event*
 - j) any claim under point 2 of Section 5 of this policy will prevent a claim being made under this section.
 - k) any treatment or help where, given *your* physical or mental condition, *you* should not have travelled or it would have been reasonable for *you* to have consulted *your medical practitioner*, prior to *you* booking or taking the *trip*, about whether or not it was appropriate for *you* to travel.
 - l) the transport operator or their agents refusing to transport *you* or a member of *your immediate family*, or a travelling companion, because they consider that *you* or they are not fit to travel.

Section 5 – Travel delay

If there is a delay in the departure of the ship, aircraft or train in which *you* are booked to make *your trip*.

Limit of amount payable

1. We will pay up to £500 per *insured person* for the first full four hours of delay in respect of reasonable expenses incurred for additional accommodation, travel expenses, meals, refreshments and in respect of telephone calls a maximum of £5, if *you* are delayed in departing *your outward travel*, or delay occurs at the point of departure on *your homeward travel*, or
2. We will refund non-recoverable deposits and other pre-paid *trip* costs up to a maximum of £15,000 if after 12 hours delayed departure of the *outward travel* from *your country of residence* *you* choose to cancel the *trip*.

The period of delay will be calculated from the date and time of the departure of the ship, aircraft or train specified in *your* travel itinerary. *You* must check in according to such itinerary and obtain written confirmation from the carrier or handling agents stating the actual date and time of departure and reason for such delay.

What is not covered

1. The first £50 of each and every claim per *insured person* under point 2 of the Limit of amount payable.
2. No payment shall be made under more than one item of this section.
3. No payment shall be made in respect of any claim arising from strike or industrial action existing, or notified by declaration of intent, at or prior to the date of booking the *trip*.
4. Any claim under point 2 of the Limit of amount payable will prevent a claim being made under Section 4 of this policy.
5. No payment shall be made if *you* do not obtain written confirmation from the carrier or handling agent of the number of hours delay and the reason for the delay.
6. Any claim resulting from delays to interconnecting flights.

Section 6 – Missed connections

If *your* scheduled flight on which *you* are booked to make *your journey* is delayed and this causes *your* connecting flight to be missed and provided no alternative forward flight is provided within four hours, we will reimburse *you* reasonable expenses up to £250 per *insured person*, up to a maximum of £1,000 in total, charged to the *cardholder's* account in respect of additional accommodation, travel expenses, meals and refreshments.

What is not covered

1. Any claim arising in respect of strike or industrial action existing, or notified by declaration of intent, at or prior to the date of booking the *trip*.
2. Any claim if *you* do not obtain written confirmation from the carrier or handling agent of the number of hours delay and the reason for the delay.
3. Any claim resulting from interconnecting flights.

Section 7 – Failure of public transport

We will pay any claims for additional accommodation, travel expenses, meals and refreshments necessarily incurred on *your outward/homeward travel* as a result of failure of public transport services or due to accident to or breakdown of *your own vehicle* in getting *you* to the departure port or airport by the time stated in *your itinerary*.

Limit of amount payable

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

What is not covered

1. Any claim arising in respect of strike or industrial action existing, or notified by declaration of intent, at or prior to the date of booking the *trip*.
2. Any event arising from *your* failure to have allowed sufficient time to reach the airport or departure port in accordance with the travel itinerary.
3. Any claim if *you* are not proceeding directly to the departure point.
4. Any claim resulting from interconnecting flights.

Section 8 – Medical and emergency expenses**Part One: Emergency Medical Expenses Abroad**

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

- a) emergency: dental, medical, surgical or hospital treatment (including rescue service to take *you* to hospital) incurred outside *your country of residence*
- b) transporting *your* body or ashes to *your home address*, or burial or cremation in the country in which death occurs outside *your country of residence*
- c) additional charges for paid accommodation if it is necessary for *you* to stay beyond the *period of the trip*
- d) *journey* expenses which *you* have to pay to get back to *your home address* if *you* cannot use *your* return ticket.

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

Limit of amount payable

The total amount payable in respect of each *insured person* shall not exceed £20,000,000.

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

Part Two: Emergency Medication for Pre-existing Medical Conditions

If we have confirmed, in writing, cover for a *pre-existing medical condition*, we will pay up to £250 towards any expenses incurred in obtaining any associated medication, which *you* take on a *journey* that is lost or stolen (we will not pay claims where *you* forgot to take the medication with *you*).

Part Three: Emergency Expenses in the UK

If you die or are hospitalised due to a physical illness or a serious injury whilst on a *journey* in the UK, we will provide:

- a) Upon the advice of our medical adviser, up to £2,000 per *insured person* towards transport and accommodation expenses, including a daily allowance of £50 per *insured person* for meals, phone calls and travelling costs for one person, who is resident in the UK to travel to *you* and stay with *you*;
- b) Up to £1,000 per *insured person* towards transportation, to return *your* remains to *your* home in the UK following *your* death;
- c) Up to £2,000 per *insured person* towards the cost of an ambulance, to transfer *you* to a hospital nearer *your* home in the UK.

Special conditions applying to Section 8

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

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

What is not covered

1. The first £50 of each and every claim per *insured person*.
2. Any payment in respect of medical treatment in the UK.
3. Any payment in respect of any claim arising from:
 - a) a *pre-existing medical condition*
 - b) *your* participation in a *hazardous activity*.
4. Any claim for the cost of any treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated *your* admittance into hospital.
5. Any expenses incurred for illness, injury or treatment required in consequence of surgery or medical treatment which, in the opinion of the attending *medical practitioner* and *our* assistance services, can be reasonably delayed until *your* return to *your country of residence*.
6. Preventative treatment which can be delayed until *your* return to *your country of residence*.
7. Claims that are not confirmed as medically necessary by the attending *medical practitioner* and *our* assistance services.

8. Any additional hospital costs arising from single or private room accommodation unless medically necessary.
9. Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centres, unless confirmed as medically necessary by the attending *medical practitioner* and *our* assistance services.
10. *An anticipated event.*
11. Any treatment or help where, given *your* physical or mental condition, *you* should not have travelled or it would have been reasonable for *you* to have consulted *your medical practitioner*, prior to *you* booking or taking the *trip*, about whether or not it was appropriate for *you* to travel.
12. For the cost of any phone calls, other than necessary calls to *our* assistance services.

Section 9 – Personal accident

For each *insured person*, we will pay:

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

Special definitions applying to Section 9

Loss of limb means:

- In the case of an upper limb – the limb being permanently severed at or above the wrist or permanent and total loss of use of a complete hand or arm;
- In the case of a lower limb – the limb being permanently severed at or above the ankle or permanent and total loss of use of a complete foot or leg.

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

Permanent total disablement means disability, which prevents *you* from doing any work of any kind which, after 12 months, is beyond reasonable hope of any improvement.

Benefits during the period of the trip

Item 1	Death	£100,000
Item 2	Total and irrecoverable <i>loss of sight</i> in one eye or loss of one limb	£100,000
Item 3	Total and irrecoverable <i>loss of sight</i> in both eyes or loss of two or more limbs	£100,000

Item 4	<i>Permanent total disablement (other than by loss of limbs/sight) which after 12 months from the date of injury prevents the insured person from following, engaging in or giving attention to, any occupation for the rest of his/her life</i>	£100,000
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Special conditions applying to Section 9

1. Death or disablement must occur within one year of injury.
2. Benefit shall not be payable under more than one of the items above and any such payment shall end this section of the policy in respect of the *insured person* concerned.
3. Benefit under Item 1 for those aged under 18 years is limited to £2,000.
4. Benefit under Item 1 for those aged between 18 and 23 years is limited to £12,500.
5. If, after a reasonable period of time has elapsed, we, having examined all the evidence available, have no reason to suppose other than that an accident has occurred, the disappearance of an *insured person* shall be considered as a claim under Item 1. If, at any time after a payment has been made, the *insured person* is found to be alive then the payment shall be refunded.
6. If you die and do not leave a will, we will not issue a settlement cheque until the executors have been appointed.

What is not covered

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

1. a *pre-existing medical condition*;
2. *your participation in a hazardous activity*;
3. *your sickness or disease or any naturally occurring or degenerative condition.*

Section 10 – Hospital benefit

If we pay for the cost of, or expenses relating to emergency medical treatment given or prescribed by a *medical practitioner* under Section 8, we will pay for inpatient hospital benefit if you are admitted to a hospital licensed for surgery outside *your country of residence* due to *your accidental bodily injury* or illness sustained during the *period of the trip* and in addition to any medical expenses incurred under Section 8.

Limit of amount payable

We will pay benefit of £50 for every complete day the *insured person* is hospitalised. The total amount payable in respect of each *insured person* is £1,000.

What is not covered

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

1. a *pre-existing medical condition*;
2. *your participation in a hazardous activity*.

Section 11 – Personal liability

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

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

Limit of amount payable

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

What is not covered

1. Any liability arising from:
 - a) death or *bodily injury* of the *insured person's* employees or members of their family permanently living with them;
 - b) loss of or damage to property which belongs to, or is under control of, the *insured person* or a member of their family or household or a person employed by them;
 - c) trade, business or profession of the *insured person*;
 - d) ownership or occupation of any land or building (other than occupation only of any temporary holiday accommodation, in which case the first £100 of each and every claim is excluded);
 - e) ownership, possession or use of animals (other than domestic animals), firearms (other than sporting guns), mechanically propelled vehicles, vessels (other than manually propelled watercraft) or aircraft of any description.

Section 12 – Legal costs

Legal Advisory Service

The 24 hour phone number for practical UK legal advice in connection with *your trip* and for reporting a *legal costs* claim is 0845 246 2070, (+44 845 246 2070 from abroad). Please quote PA11607570 and *your* Coutts World Card number.

We will pay

1. For *legal costs* to help *you* claim damages or compensation:
 - for injury, illness or death, which happens during *your journey*; or
 - following a dispute about an agreement *you* have for *your journey*.

- Up to £250 for the first consultation that *you* arrange with a local *solicitor* if *you* are arrested or held by authorities during *your* journey.

We will only pay for Legal costs if:

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

What is not covered

We will not pay:

- To defend *your* legal rights in claims against *you*;
- Any claim resulting from any illness or injury that develops gradually or is not caused by a specific or sudden accident;
- For actions between *insured persons* (in other words, people insured on the same policy trying to make a claim against each other);
- Legal costs* and expenses that *you* have paid or will have to pay before we have agreed to them;
- Claims reported more than 180 days after the date *you* knew or should have known about the incident leading to the claim;
- Legal costs* if *you* stop or settle a claim or withdraw instructions from the *solicitor* without good reason. If this applies, *you* will have to refund any costs and expenses we have paid or agreed to pay during *your* claim;
- Any fines, penalties, compensation or damages which *you* are ordered to pay by a court or other organisation.

Conditions

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

You must do the following:

- Give us full details of *your* claim and any other information that we or the *solicitor* ask *you* for;
- Tell us about any developments affecting *your* claim (*you* must pay any costs involved in providing this information);
- Tell us if the *solicitor* refuses to continue to act for *you* or if *you* withdraw *your* instructions;
- Tell us if anyone makes a payment into court or offers to settle *your* claim;
- Try to get back costs that we have to pay, and return them to us;
- Get *our* agreement in writing before *you* try to negotiate or settle a claim and co-operate fully with the *solicitor* and us, and not do anything that might harm *your* claim. If we ask, *you* must tell the *solicitor* to give us any documents or information that they have or know about.

Appointing a solicitor

- If we accept *your* claim, we or a *solicitor* we appoint will try to negotiate a settlement without having to go to court.
- If it is necessary to take *your* claim to court, or if there is a conflict of interests, *you* have the right to choose the *solicitor* who acts for *you*. Otherwise, we will appoint a *solicitor* to act for *you*.
- We or *you* will appoint a *solicitor* to act for *you* in line with *our* standard terms of appointment (*you* can ask us for a copy).
- *You* must not agree any charges with the *solicitor* without getting *our* permission first.
- If a *solicitor* refuses to continue acting for *you* with good reason, or if *you* dismiss them without good reason, *your* cover will end immediately unless we agree to appoint another *solicitor*.

You must tell your solicitor to do the following:

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

We can do the following:

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

Disputes

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

You can also refer any disagreement between *you* and *us* to the Financial Ombudsman Service, which is a service offered to *you* free of charge. (See page 10 for details of *our* complaints procedure.)

Section 13 – Ski pack

We will pay for the unused portion of *your ski pack* costs paid for or contracted to pay for before *your trip* commences, where *you* do not *curtail the trip*, but are certified by a *medical practitioner* in the resort as being unable to use these facilities because of serious injury or illness occurring during *the period of the trip* and where there is confirmation that no refund is available for the unused items.

Special definition applying to Section 13

Ski pack means pre-paid lift pass, ski school and equipment hire fees or combination of these items.

Limit of amount payable

The maximum amount payable in respect of each *insured person* shall not exceed £250 per week.

What is not covered

We shall not pay any claims that are not confirmed as medically necessary by *our* assistance services and where a medical certificate has not been obtained from the attending *medical practitioner* in the resort confirming *you* are unable to ski.

Section 14 – Loss/Damage to ski equipment

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

- a) loss, theft, or accidental damage to *your ski equipment*;
- b) loss, theft, or damage to, *ski equipment* hired by *you*.

Limit of amount payable

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

Special conditions applying to Section 14

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

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

- a) obtain a Property Irregularity Report;
- b) give formal written notice of the claim to the airline within three days of the loss and retain a copy;
- c) keep all travel tickets and baggage tags for submission if a claim is to be made under this policy.

3. You must take all practical steps to recover any articles lost or stolen.
4. You must report any loss of *ski equipment* to the police authorities in the country where the loss occurred within 24 hours of discovery and obtain a copy of the police report.

What is not covered

1. The first £50 of each and every claim per *insured person*.
2. Any claim arising from or in connection with:
 - a) loss or damage to *your own ski equipment* which is more than five years old;
 - b) hired equipment not verified by an official receipt from the *ski equipment hire shop*;
 - c) *your deliberate, wilful or malicious damage*;
 - d) *your carelessness or neglect*;
 - e) *your damaged skis* which have not been returned to *your home address* for inspection by the authorised loss adjuster;
 - f) wear and tear, depreciation or damage by moth, vermin, atmospheric or climatic conditions or gradually operating causes;
 - g) losses from motor vehicles;
 - h) losses not reported to the police authorities in the country where the loss occurred within 24 hours of discovery of loss and where a copy of the police report is not obtained;
 - i) delay, detention, seizure or confiscation by Customs or other officials;
 - j) losses caused by any process of cleaning, repairing, dyeing or restoring.

Section 15 – Costs of hired skis

We will pay the cost of *you hiring ski equipment* for the remaining *period of the trip* as a result of loss, theft or accidental damage to *your own or hired ski equipment* occurring during the *period of the trip*.

Limit of amount payable

The maximum amount payable in respect of each *insured person* shall not exceed £50 per day with a maximum limit of £750.

What is not covered

1. *Your carelessness or neglect*.
2. Losses not reported to the police authorities in the country where the loss occurred within 24 hours of discovery of loss and where a copy of the police report is not obtained.

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

Section 16 – Piste closure

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

- a) up to a maximum of £50 per day for the cost of *your* transportation organised by the tour operator to an alternative site
- b) in the event that there are no alternative sites available, compensation shall be payable at a rate of £50 per day.

Limit of amount payable

One or a combination of the benefits described above are payable for as long as such conditions prevail at *your* resort, but in any case not exceeding the *period of the trip*.

What is not covered

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

Section 17 – Winter Sports delay

Outbound

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

Limit of amount payable

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

What is not covered

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

Inbound

- b) Up to £500 (a maximum of £50 a day) for the cost of reasonable alternative accommodation and food if *your* departure is delayed as transport cannot reach *you* due to bad weather.
- c) We will also pay up to £500 for alternative return transport to the UK if *you* cannot change *your* return travel tickets to the UK and have to buy replacements.

Section 18 – Physiotherapy following a skiing accident

If we pay a claim under Section 8, medical and emergency expenses and this claim, is as a direct result of a ski accident, we will pay up to £350 towards physiotherapy which is recommended by a *medical practitioner* on *your* immediate return to *your country of residence*.

What is not covered

Any claim which has not been confirmed as being medically necessary.

Section 19 – Pet care

We will pay up to £500 if *your* return home is delayed and *you* incur extra costs in kennel or cattery fees as a result.

What is not covered

Any claim not supported by official confirmation of the length and cause of the delay from the transport provider.

Section 20 – Hijack

We will pay up to £300 for counselling once back in the UK.

What you are covered for

We will pay up to £300 for a consultation with a psychiatrist in the UK following *your* pre-arranged transport being hijacked for more than 24 hours. If injured during the hijack, we will also pay for *your* medical treatment under section 8 and £100 for each full 24-hour period *you* are held hostage.

What you are not covered for

Any claim where *you* fail to get an official report or letter from the transport provider/carrier or police confirming the length of time that *you* were delayed for due to the hijacking.

You are not covered for anything mentioned in the General exclusions.

Section 21 – Withdrawal of services

We will pay up to £1,000 if *your* pre-booked hotel, due to strike or industrial action, completely withdraws the following:

- water or electrical facilities; or
- swimming pool facilities; or
- kitchen services to the extent that no food is available; or
- chambermaid facilities.

We will pay *you* the £50 for each complete 24 hours *you* are without these facilities.

You are not covered for

Any claim directly or indirectly resulting from:

- claims which are not substantiated by a written report from the tour representative or hotel confirming the exact length, nature and cause of the disruption;
- strike or industrial action, which was advised to *you* at the time *you* took out this policy;
- claims for services which were not available prior to any strike or industrial action.

Section 22 – Business cover

Please refer to Extensions of the period of the trip, General exclusions which apply to the whole policy and General Conditions which apply to the whole policy.

The following section of cover will not apply to *trips* undertaken within *your* country of residence.

Important note

All conditions and exclusions included within Part A – Sections 1 and 8 also apply to this section.

Additions to what we will pay

Part A – Section 1 Baggage

If during a *trip* undertaken for business purposes, we will pay:

- a) The cost of repair if economical, or otherwise the cost of replacement of *business equipment* as new, less deductions for wear, tear or depreciation, if *your business equipment* is lost, damaged or stolen during the *period of the trip*.
- b) The cost of repair if economical, or otherwise the cost of replacement of *business samples* as new, less deductions for wear, tear or depreciation, if *your business samples* are lost, damaged or stolen during the *period of the trip*.
The total amount payable in respect of each *insured person* under points a) and b) is £3,000 subject to a maximum limit of £1,000 in respect of any single article, pair or set of articles.
- c) If *your baggage* is temporarily lost in transit on *your outward travel* and not restored to *you* within 12 hours after arrival at *your destination*, we will pay *you* up to £500 towards the cost of purchasing essential replacement items. *You* must obtain written confirmation from the carrier of the number of hours delay. If the *business equipment* proves to be permanently lost, the overall limit insured as specified in point a) shall apply.
- d) If *your business equipment* is lost, damaged or stolen during the *period of the trip*, we will pay *you* up to £500 towards the cost of hiring replacement *business equipment* for the duration of the *trip* or until *your business equipment* is returned to *you*, whichever is the shorter period.

You must obtain receipts for the cost of hiring replacement *business equipment*.

Part A – Section 8 Medical and emergency expenses

- a) Up to £1,500 towards the cost of a return travel ticket, up to the same class of travel as that paid by *you* on *your outward travel*, to enable a business colleague where necessary, to replace *you* if *you* are hospitalised for more than three days, brought home by *our* assistance services or die.
- b) Up to £1,500 towards the cost of necessary and reasonable additional accommodation and travel expenses should *you* need to extend the *period of the trip* beyond the scheduled return date following *your bodily injury* or illness or due to adverse weather conditions at *your trip* destination.

Special definitions applying to Section 22 – Business cover

Business equipment means computer equipment, facsimile machines, photocopiers, typewriters, word processing equipment, fixed telecommunication equipment, business books, stationery and office equipment all owned by, or the legal responsibility of, *you*.

Business samples means all business stock owned by, or the legal responsibility of, you.

Additional exclusion applying to Section 22 – Business cover

We will not pay any claim under Part A – Section 8, additional benefit b), for adverse weather conditions if you could have reasonably known of these conditions prior to booking your trip.

Section 23 – Golf cover

Please refer to Extensions of the period of the trip, General exclusions which apply to the whole policy and General conditions which apply to the whole policy.

The following section of cover will not apply to *trips* undertaken within your country of residence.

Important note

All conditions and exclusions included within Part A – Sections 1, 4, 5 and 8 also apply to this section.

Additions to what we will pay

Part A – Section 1 Baggage

- a) We will pay the cost of repair if economical, or otherwise the cost of replacement of *golf clubs* as new, less deductions for wear, tear or depreciation, if your *golf clubs* are lost, damaged or stolen during the *period of the trip* up to a maximum of £1,500.
- b) We will pay up to £400 towards the cost of hiring replacement *golf clubs* for each pre-booked round of golf where your *golf clubs* were unavailable through being temporarily lost in transit on your *outward journey* and not restored to you within four hours after arrival at your destination.

You must obtain written confirmation from the carrier of the number of hours delay. If the *golf clubs* prove to be permanently lost, the overall limit insured as specified in point a) above shall apply. You must also obtain receipts for the cost of hiring replacement *golf clubs*.

Part A – Section 4 Cancellation and curtailment

If you are forced to cancel your *trip* after paying the deposit for the *trip* due to you sustaining a *bodily injury* or illness that as a direct result prevents you from playing golf, we will pay up to £15,000 under Part A – Section 4.

Please note that in the event of cancelling *your trip* as a result of *your bodily injury* or illness, confirmation must be obtained from a *medical practitioner* in *your country of residence* that *your bodily injury* or illness prevented you from playing golf.

Part A – Section 5 Travel delay

If there is a delay in the departure of the ship, train or aircraft in which you are booked to make *your trip*, and you are delayed for at least four hours, we will pay up to £300 for non-refundable pre-paid green fees you are unable to use as a direct result of the delay.

Part A – Section 8 Medical and emergency expenses

If we pay you for the cost of, or expenses relating to emergency medical treatment given or prescribed by a *medical practitioner* under Part A – Section 8 following *your bodily injury* or illness outside *your country of residence*, we will pay up to £300 for non-refundable pre-paid green fees you are unable to use as a direct result of *your bodily injury* or illness.

Special definition applying to Section 23 – Golf cover

Golf clubs means a complete set of clubs normally carried in a golf bag, regardless of whether purchased as a set or individually.

Section 24 – Travel, accommodation and other end supplier failure cover

This section is applicable for trips booked from 15 September 2010 onwards. This cover is provided and administered by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom ('IPP'), which is authorised and regulated by the FSA (FSA registration: 311958) and is underwritten by Groupama, Novae and Sagicor.

Additional definitions applying to this section of cover only:

Insurer: The panel of insurers who will indemnify losses under this section through IPP.

Panel of insurers:

Groupama Insurance Company Ltd

Registered No: 995253

FSA registration: 202124

Novae Syndicate 2007

Registered No: 05673306

FSA registration: 204888

Sagicor Syndicate 1206

Registered No: 03043923

FSA registration: 204947

End supplier: scheduled airlines, hotels, car ferries, overseas villas and cottages in the UK, railway journeys including Eurostar, coach journeys, cruises not bonded, car hire, caravan sites/campsites/mobile homes, camper rental, safaris, excursions, Eurotunnel and theme parks such as Disneyland Paris.

Bond: A financial obligation from the bond issuer against certain liabilities arising from bondholder's bankruptcy. For example the Civil Aviation Authority ('CAAs') Air Travel Organiser's Licence ('ATOL') requirement.

Booking agent or consolidator: A ticket distributor as opposed to an actual end supplier of the service.

You are covered for:

The Insurer will pay up to £5,000 in total for each *insured person* named on the booking invoice for:

1. Irrecoverable sums paid in advance and prior to departure in the event of the insolvency of the travel, accommodation or other end supplier where such sums do not form part of an inclusive holiday; or
2. In the event of the insolvency of any travel, accommodation or other end supplier after departure:
 - a) additional proportionate costs you incur in replacing that part of the arrangements to a similar standard to that originally booked; or
 - b) the cost of return transportation to the UK of a similar standard to that originally booked if the cutting short of a *journey (curtailment)* is unavoidable.

PROVIDED THAT in the case of a) and b) above, where practicable you shall have obtained the approval of IPP prior to incurring the relevant costs by contacting IPP as set out in the claims procedure below.

What you are not covered for:

The Insurer will not pay for costs arising from:

- the insolvency of the travel, accommodation or other end supplier whose services were not booked from within the UK;
- the insolvency of:
 - a) any travel, accommodation or other end supplier where at the time of the booking or taking out of this insurance (whichever is later) you could have reasonably been expected to know of a reason why the service could not be provided due to the end supplier's insolvency. (For example, where there is significant media coverage in the UK about the provider's insolvency or where you find out about the insolvency prior to booking);
 - b) any travel, accommodation or other end supplier who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim);
 - c) any travel agent, tour organiser, booking agent or consolidator with whom the insured person has booked travel, accommodation or the services of any other end supplier;
- any loss for which a third party is liable or which can be recovered by other legal means, for example under the Consumer Credit Act.

Claims Procedure

IPP claims only:

You should advise IPP as soon as reasonably practicable of any occurrence, which may give rise to a claim. The longer you wait before submitting your claim, the greater the risk that your claim will not be fully covered.

Please send the documentation by post to:

International Passenger Protection Claims Office
 IPP House
 22-26 Station Road
 West Wickham
 Kent BR4 0PR
 United Kingdom

Or contact:

Telephone: 0845 246 0555
 Facsimile: +44 (0)20 8776 3751
 Email: info@ipplondon.co.uk

Claim forms can be downloaded from the IPP website: www.ipplondon.co.uk

IPP will only accept claims submitted up to six months after the failure of the travel, accommodation or other end supplier.

Any claims submitted after the six month period will NOT be processed.

FOR ALL OTHER CLAIMS – PLEASE REFER TO PAGE 9 – HOW TO MAKE A CLAIM.

Complaints Procedure

For complaints regarding *your* claim; call 020 8776 3750 or write to:

International Passenger Protection Limited, IPP House, 22-26 Station Road,
West Wickham, Kent BR4 0PR or email: info@ipplondon.co.uk

It is IPP's policy to acknowledge any complaint, advise *you* of who is dealing with *your* concerns and attempt to address them, all within five working days.

If IPP's investigations take longer, a full response or an explanation of IPP's position with timescales for a full response, will be given within four weeks.

Having followed the above procedure, if *you* are not satisfied with the response *you* may write to the lead insurer on behalf of the Panel of insurers at:

Managing Director

Sagicor at Lloyd's, 1 Great Tower Street, London EC3R 5AA.

In addition, *you* have the right to contact the Financial Ombudsman Service at the following address:

Insurance Division, Financial Ombudsman Service, South Quay Plaza,
183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800
Email: enquiries@financialombudsman.org.uk

Please make sure that *you* always quote *your* policy number to help *your* enquiry be dealt with efficiently. Making a complaint will not affect *your* right to take legal action.

IPP DATA PROTECTION POLICY

This only applies to this section of cover

IPP's Data Protection Policy is in place so that IPP can ensure that we protect customer data as we are required to do as part of our FSA regulation obligations.

Customer data is any identifiable personal information about a customer held in any format, such as national insurance numbers, address, date of birth, family circumstances, bank details etc.

Customer data is a high valued commodity for fraudsters and securing it is IPP's responsibility. We have assessed the risk associated with the customer data kept by IPP as negligible, however, we have taken the following precautions to protect customer data.

Any customer data that is no longer required should be disposed of in a secure fashion.

Part B – Hazardous activities

Benefits at an additional cost

Cover under Part B only applies if the appropriate *hazardous activities* premium has been paid prior to commencing *your trip* and *you* comply with the qualification criteria specified under the heading Operation of cover.

To arrange this additional cover, please call *our* assistance services on 0870 609 1217.

Please refer to Extensions of the period of the trip, General exclusions which apply to the whole policy and General conditions which apply to the whole policy.

Cover is not available for *trips* taken within *your country of residence*.

Under this section, the following activities are covered when they have been pre-booked and paid for in *your country of residence* prior to departure and where tuition by experts holding recognised relevant qualifications is provided:

- Hang-gliding
- Paragliding
- Parascending
- Ballooning
- Parachuting
- Bungee jumping
- Use of bobsleighs or skeletons
- Heli-skiing
- Abseiling
- White water rafting.

Extensions of the period of the trip

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

General exclusions which apply to the whole policy

This policy excludes any claim arising from:

1. any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
2. *Terrorism/a terrorist act*. This section does not apply to Section 9 – Personal accident or to Section 8 – Medical and emergency expenses except where nuclear, chemical or biological weapons/agents are used
3. whether directly or indirectly caused by:
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly
 - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
4. death, injury, illness or disablement resulting from suicide, attempted suicide or wilful exposure to danger (except in an attempt to save human life)
5. injury, illness or disablement resulting from a sexually transmitted disease
6. death, injury, illness or disablement resulting from the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction)
7. bankruptcy/liquidation of any tour operator, travel agent or transportation company
8. claims and losses that are not directly associated with the incident that caused the claim. For example, loss of earnings due to being unable to return to work following injury or illness happening whilst on a *trip* or the cost of replacing locks in the event that keys are lost
9. *your* unlawful act
10. this exclusion applies to all sections of the policy except Part A – Sections 8, 9, 10 and 12.

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

- a) equipment (whether you own it or not) failing, or being unable to recognise correctly data representing any date in such a way that it does not work properly or at all;

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

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

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

Microchips include integrated circuits and microcontrollers.

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

General conditions which apply to the whole policy

1. *You* must tell us about any claim as soon as reasonably possible. Any increase in costs caused by *your* delay in telling us will not be covered by this policy. *You* must also inform us if *you* are aware of any court order to do or stop doing something, order to attend court or impending prosecution. Every communication relating to a claim must be sent to us without delay.
2. *You*, or any person acting for *you*, must not negotiate, admit or repudiate any claim without *our* written consent.
3. The expense of supplying all certificates, information and evidence which we may require will be borne by the *insured person* or their legal representative. When a claim for *bodily injury* or illness occurs, we may request and will pay for; any *insured person* to be medically examined on behalf of us. We may also request, and will pay for, a post mortem examination if an *insured person* dies.
4. If at the time of any incident which results in any other insurance covering the same costs, loss, damage or liability or any part of such, we will pay *our* share in proportion to the sum insured of the claim, except under Sections 9 and 10 where we will pay the full claim subject to the policy limits.
5. We are entitled to take over and conduct in *your* name the defence or settlement of any legal action. We may also take proceedings at *our* own expense and for *our* own benefit, but in *your* name, to recover any payment we have made under the policy to anyone else.
6. In the event of a change of insurer, the sums insured stated in the Summary of benefits will be the maximum payable to each *insured person*.
7. In respect of Sections 1, 5, 6 and 7, invoices/receipts must be provided in the event of a claim for additional accommodation, travel expenses, meals and refreshments.

8. From time to time, it might be necessary to alter *your* policy. When this situation arises, *you* will be advised accordingly. Any such alteration will only apply to *trips* booked by *you* from the time of receipt of that advice.
9. If any claim is found to be fraudulent in any way, this policy will not apply and all claims will be forfeited. It is a criminal offence to make fraudulent claims.
10. We may at any time pay to *you, our* full liability under the policy, after which no further payments will be made in any respect. We do not have to accept any items that are recovered or damaged beyond repair.
11. It is a condition of this insurance that any material fact which is anything that might alter, change or influence the continuation of this insurance cover on the same terms, such as *pre-existing medical conditions*, medical conditions diagnosed before booking *your journey*, criminal convictions and possible participation in hazardous activities, etc is disclosed to *us*. Failure to do so may invalidate this insurance leaving *you* no right to make a claim. We reserve the right to not extend the policy.
12. *You* must take all reasonable steps to prevent any loss, damage or accident. If *you* do not we may not pay *your* claim.

Your information

Who we are

Coutts World Card Travel Insurance is arranged by UK Insurance Limited and underwritten by UK Insurance Limited. UK Insurance Limited is a member of The Royal Bank of Scotland Group (The Group).

In this information statement 'we', 'us' and 'our' refer to UK Insurance Limited unless otherwise stated.

For information about *our* Group of companies please visit www.rbs.com and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 or Textphone 0845 900 5960.

Your electronic information

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

How we use your information and who we share it with

We will use *your* information to manage *your* insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party underwriters and reinsurers.

Your information includes data about *your* transactions.

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

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

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

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

We may transfer *your* information to other countries. If we do this, we will ensure that anyone to whom we pass it provides an adequate level of protection.

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

Sensitive information

Some of the personal information we ask *you* for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about *you* or others except for the specific purpose for which *you* provide it and to provide the services described in *your* policy documents.

You may be asked to agree to this when *you* contact us but please ensure that *you* only provide *us* with sensitive information about other people with their agreement.

Dealing with other people

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

Fraud prevention agencies

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

Law enforcement agencies may access and use this information.

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

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

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

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

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

CONTINENTAL CAR BREAKDOWN COVER: Provided by Europ Assistance Holdings Limited until 31 December 2010

Policy reference: 10CSC

Europ Assistance Holdings Limited will provide the services and benefits described in this policy:

- during the *period of insurance*;
- for the *insured vehicle*;
- within the *geographical limits*;
- on the basis of the details you have supplied and subject to the following terms, conditions and exclusions, together with any applicable endorsements, all of which we recommend you read carefully, to ensure the policy meets *your* individual requirements.

All benefits of this policy are underwritten by Europ Assistance Insurance Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

This policy is effected in England and is subject to the Laws of England and Wales.

To ensure we are consistent in providing *our* customers with quality service, we may record *your* telephone calls.

Europ Assistance Holdings Limited and Europ Assistance Insurance Limited are both authorised and regulated by the Financial Services Authority. Full details can be found on the FSA's register or by visiting their website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Important vehicle health check

This insurance operates on the basis that *you* will have had *your* vehicle properly serviced and maintained in accordance with the manufacturer's specifications, especially when preparing it for a *trip* abroad.

Will a routine service fall due before the end of *your* intended *trip*?
Or;

Are there any parts on *your* vehicle that *you* are aware may need replacing before the end of *your* *trip*?

If so, *you* should have *your* vehicle serviced at least 10 days before *your* *trip* to allow sufficient time to carry out any repairs necessary. Do not forget that repairs abroad will disrupt *your* *trip*, may not be practicable within *your* travel timescale, and could cost *you* significantly more than in the *UK*.

The benefit under Section 1 – **Cover Prior to Departure** – will not apply if *you* leave any such work until the final 10 days.

Keep proof of regular servicing in *your* vehicle with *your* handbook or travel documents.

If *you* call us for assistance, and *our* mechanic reports to us that it is evident *you* have not maintained *your* vehicle in a state fit to undertake the *trip* and return *you* home safely, *you* will have to pay all the costs arising from *our* intervention.

For emergency assistance

Please contact the 24-hour number shown, saying *you* are a Coutts World cardholder. Give *your* name and as much information as possible, plus a telephone or fax number where we can contact *you* or leave messages any time of the day or night. *You* need *our* prior authorisation before incurring costs over £150.

For vehicle assistance

First dial the UK code, then: *1444 442045

Fax: *1444 410164

For legal advice and legal claims

First dial the UK code, then: *844 338 5600

*When calling from inside the UK first dial zero.

Meaning of words

Where the following words and phrases appear in this policy they will always have these meanings:

Eligible vehicles means vehicles owned by or the responsibility of the *insured person(s)*:

- being cars; motorcycles of more than 120cc, motorised caravans; minibuses, light vans; estate cars; 4x4 sport utility vehicles;
- towed caravans or trailers of proprietary make;
- must be less than 21 years old at the date of departure of each planned *trip*;
- not used by *you* for *hire or reward*;
- registered in the *UK area* and normally kept at the *insured person's(s)'* home address;
- in good roadworthy condition; maintained and operated in accordance with the manufacturer's recommendations and holds a current valid MOT certificate if applicable;
- each not exceeding (including any load carried) the following gross vehicle weight and dimensions: 3500 kg, length 7m, height 3m, width 2.25m;
- carrying not more than the number of persons recommended by the manufacturer and for whom seats are available, up to a maximum of eight persons, including the driver.

Geographical limits means the following countries: Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands (not covered as a destination for Channel Islands residents), Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar.

Hire or reward means any public or private hire which includes any payment in cash or kind by (or on behalf of) passengers which gives them a right to be carried, excluding car sharing schemes.

Insured incident means mechanical breakdown, accidental damage, vandalism, fire, theft or attempted theft, flat battery, or accidental damage to tyres, occurring during the *period of insurance* within the *geographical limits*.

In the case of key breakage, keys locked within *your insured vehicle*, lack of fuel, the use of incorrect fuel, flat tyre, or puncture, we would pay for the roadside assistance and local recovery if appropriate. However, *you* will be responsible for paying any incremental costs such as lock replacement, new keys, drainage of tank, disposal of wrong fuel, any replacement fuel, and any replacement or repair of tyres.

We do not cover undamaged tyres which have been allowed to run flat or those which are below the legal tread limit and we do not cover punctures where no serviceable spare is available.

Please note: If we are called six times in any one 12 month *period of insurance*, any subsequent incident(s) shall not be insured, and assistance shall be provided on the basis laid down in Section 4.

Insured person(s)/you/your means the *cardholder* together with the *cardholder's* spouse or common law partner and any other authorised occupant of the *insured vehicle* during a *trip* (other than a hitch-hiker).

Insured vehicle means the *eligible vehicle*, details of which have been supplied to us, normally kept at the Policyholder's address shown on the confirmation letter.

Period of insurance means the period of 12 consecutive months after the date *you* receive *your* Coutts World Card or the period of the master policy (whichever is the shorter), in which *you* are covered for each *trip* *you* book and undertake within that period and in the *geographical limits*, on condition the total period *you* spend travelling does not exceed a total of 183 days in each *period of insurance*, irrespective of the number of individual *trips* *you* undertake. Cover under Section 1 commences up to seven days before *your* planned departure date providing *you* have not purchased this policy within ten days of *your* planned departure date. Legal advice continues to apply for up to a week after *you* return home.

Replacement parts means those mechanical or electrical components that are essential to return the *insured vehicle* to a roadworthy condition.

Strike or industrial action means any form of industrial action whether organised by a trade union or not, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

Track day means when *your* car is being driven for any reason on a racing track, on an airfield or at an off-road event. Examples of racing tracks that are included in this definition are the Nürburgring in Germany and Cadwell Park in the UK.

Trip means a journey abroad in the *insured vehicle* within the countries of the *geographical limits*, and not exceeding 91 consecutive days during the *period of insurance*, commencing and ending in the *UK area*.

Please note: Cover applies door-to-door, so all the appropriate benefits apply within the *UK area* during *your* direct journeys between home and the port or international rail terminal. *You* will be asked to demonstrate that *you* are planning or undertaking a journey abroad, for example by quoting a Channel crossing or accommodation booking reference.

If, however, *your trip* exceeds 91 consecutive days in length, then no cover will apply under this policy in respect of those days in excess of this, and *you* will need to make *your own* arrangements for assistance.

UK area means Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

We/us/our means Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

Policy cover

Section 1 – Cover prior to departure

If the *insured vehicle* is lost, immobilised or made unroadworthy as a result of breakdown, accident, fire or theft occurring in the seven days immediately before *your* arranged departure date, we will pay up to £750 in total under this policy towards:

- Hire of a suitable replacement vehicle, where available, to enable *you* to carry out *your original trip* if:
 - The *insured vehicle*, if stolen, is not recovered before *your* arranged departure date; or if
 - The *insured vehicle* cannot be repaired within 24 hours following the booked time of departure for the *trip*, we will pay for the rental charge, collision damage waiver and any necessary drop-off charge. **Please note:** *You* will be responsible for any damage to the replacement vehicle and any excess imposed by the hire car provider.
- The additional cost of rebooking any sea crossing missed as a result of the *incident* giving rise to a claim (or, where the original route is unavailable, the nearest suitable alternative sea crossing), if the *insured vehicle* is repaired within 24 hours after the original time *you* had planned to depart on the *trip*.

Any claim involving the hire of a replacement vehicle must have *our* prior approval. *You* must contact *us* as soon as *you* know *your* vehicle may be unavailable for the planned *trip*.

Your claim must be supported by a letter from a garage confirming:

- the regular maintenance and servicing of *your* vehicle;
- precise details of the breakdown or damage;
- breakdown, when occurring, was sudden and unforeseen;
- repairs cannot be effected before the date planned for *you* to begin *your* *trip*.

What is not covered

- a) Any claim under this section resulting from breakdown if *you* have purchased this insurance less than ten days before *your* planned date of departure.
- b) Any claim under this section when actual or imminent breakdown of *your* vehicle is diagnosed or discovered in the course of a service carried out less than ten days prior to *your* planned date of departure.
- c) Loss of use of a vehicle hired to *you*.
- d) The cost of fuel and oil used in any replacement vehicle.
- e) The cost of any Personal Accident insurance or other benefit not specifically covered under this policy.
- f) Tolls, fines, parking charges and any congestion charges arising from use of a replacement vehicle.
- g) *Trips* solely within the *UK* area.
- h) Anything mentioned in the General exclusions.

Section 2 – Roadside assistance

If the *insured* vehicle is immobilised or made unroadworthy during a *trip* as a result of fire, theft, accidental damage or breakdown, we will arrange, and pay up to a maximum under this policy of £250 for roadside assistance and, if necessary, the transportation of the *insured* person(s) and the *insured* vehicle to the nearest repairer.

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

What is not covered

- a) Labour charges in excess of £50.
- b) Charges for any labour not incurred at the roadside.
- c) The cost of *replacement parts* or other materials.
- d) *Trips* solely within the *UK* area.
- e) Any winching costs or use of specialist off-highway recovery equipment.
- f) Anything mentioned in the General exclusions.

Section 3 – Missed motorail connection

If you fail to connect with a pre-booked motorail service on the outward journey as a result of:

- you arriving at the departure point in the UK area too late to commence the booked trip due to an accident or breakdown involving the insured vehicle in the course of the trip; or;
- scheduled public transport is cancelled or curtailed due to adverse weather conditions, strike or industrial action, mechanical breakdown or failure.

We will arrange and pay for:

- storage of the insured vehicle in a secure parking area near to the motorail depot for the period of the trip;

AND

- a standard second-class return rail ticket to enable you to continue the trip to/from the intended motorail destination station in the event that the passenger part of your motorail ticket cannot be used;

TOGETHER WITH

- hire of a suitable replacement vehicle at the motorail destination, where available (to include rental charge, collision damage waiver and any necessary drop-off charge), up to a maximum under this policy of £450 in respect of all insured persons. Please note: you will be responsible for any damage to the replacement vehicle and any excess imposed by the car hire provider.

You must have taken every reasonable step to complete the journey to the departure point and to the motorail depot on time.

What is not covered

- a) Claims arising from actual or planned strike or industrial action which was public knowledge at the time you made travel arrangements for the trip.
- b) Withdrawal from service (whether temporary or otherwise) of the aircraft, sea vessel, train or hovercraft on which you are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim to the transport operator involved.
- c) Claims arising in connection with the return journey.
- d) Trips solely within the UK area.

Section 4 – Replacement parts despatch

If the *insured vehicle* needs *replacement parts* during a *trip* outside the *UK area* and these are not available locally, on receipt of *your* instructions, we will undertake to obtain them elsewhere, and pay all freight charges involved in despatching them to the location of the *insured vehicle*. Please be aware there may be some delay in despatching *replacement parts*.

We will endeavour to provide the *replacement parts* required but we can give no guarantee they will be available, especially in the case of older vehicles where parts may be impossible to locate. We will bear the costs of location and transport of the *replacement parts*.

The actual cost of the parts and any Customs Duty must be paid to us by you, by a debit to *your* credit or charge card or by prior deposit of funds in the *UK area*. When you are invoiced for a surcharge subject to the return of the old unit or part, you must return the defective part at *your own* expense to the supplier.

If you instruct us to obtain *replacement parts* and these are not subsequently required, or you do not await their arrival, you will be responsible for the cost of such parts, including all forwarding charges arising from their return and also any further delivery charges for the correct part.

If you request a repairing garage or dealer to specify *replacement parts* then the instructions from the garage or dealer will be treated as coming from you.

What is not covered

- a) The actual cost of any parts.
- b) *Trips* solely within the *UK area*.
- c) Forwarding charges in excess of the market value of the vehicle.
- d) Forwarding charges for non-essential *replacement parts*.

Section 5 – Break-in emergency repairs

In the event of a theft (or attempted theft) of the *insured vehicle* or the contents contained in the *insured vehicle* during the *trip*, we will pay up to £175 in total under this policy for immediate emergency repairs and/or *replacement parts* which are necessary to place the *insured vehicle* in a secure condition to continue the *trip*.

You must obtain a police report within 24 hours of the incident giving rise to a claim.

What is not covered

- a) Damage to paintwork or other cosmetic items.
- b) Costs incurred following *your* return home.
- c) *Trips* solely within the UK area.
- d) Anything mentioned in the General exclusions.

Section 6 – Vehicle out of use

If the *insured vehicle* is lost, immobilised or made unroadworthy during a *trip* as a result of fire, theft, accidental damage or breakdown, and repairs cannot be effected the same day we will pay up to a maximum of £750 in total under this policy for:

- 6.1 The additional cost of transporting *you*, with *your* luggage, to *your* destination by public transport; or for the immediate hire of a replacement vehicle, where and when obtainable whilst the *insured vehicle* remains unserviceable. We will pay for the rental charge of up to a Group C vehicle only, collision damage waiver and any necessary drop-off charge. Please note: *you* will be responsible for any damage to the replacement vehicle or any excess imposed by the hire car provider. If we are unable to arrange a suitable replacement vehicle as *your* party is too large, or where it is not available under the supplier's hire terms, *you* will be required to select one of the other two benefits under this section; alternatively
- 6.2 The cost of local overnight hotel accommodation whilst awaiting completion of repairs. Bed and breakfast only costs will be paid up to £125 per *insured person*, with an overall maximum under this policy of £750, provided that this cost is additional to, or in excess of, any planned accommodation costs payable by *you* had loss of use of the *insured vehicle* not occurred.

What is not covered

- a) The cost of fuel and oil used in any replacement vehicle.
- b) The cost of any optional personal accident insurance or other benefit not specifically covered under this section.
- c) Costs incurred outside the period of the *trip*.
- d) Tolls, fines, parking charges and any congestion charges arising from use of a replacement vehicle.
- e) *Trips* solely within the UK area.

Important Information:

Drivers must produce a full UK/Irish Driving Licence with no endorsements held for at least one year (two years if traveling in Spain or Croatia). When collecting *your* car *you* will need a valid credit card, which must be in the name of the driver. An alternative similar car may be substituted subject to demand.

Car hire suppliers may not be open for collection or drop-off on Sundays in some destinations.

The provision of an alternative vehicle fitted with a tow bar is subject to availability and therefore cannot be guaranteed. In these circumstances, we will make every effort to ensure *your* continued mobility within the financial limits of the policy.

Section 7 – Alternative driver

In the event of the driver being declared medically unfit to drive the *insured vehicle* in the course of a *trip*, or having to return home early because of what we agree is a serious or urgent reason, and there is no other *insured person* qualified and competent to drive, we will pay all necessary additional costs incurred to return the *insured vehicle* to the home address in the *UK area*.

At *our* option, we may elect to provide a qualified driver to drive back the *insured vehicle* and passengers.

What is not covered

- a) *Trips* solely within the *UK area*.

Section 8 – Repatriation

If the *insured vehicle* is lost, immobilised or rendered unroadworthy during a *trip* as a result of fire, theft, accidental damage or breakdown, we will pay:

- 8.1 The cost of transporting *you*, together with *your* hand luggage and valuables, back to *your* home address in the *UK area* if the *insured vehicle* cannot be and could not have been repaired (or, in the case of theft, has not been recovered in a roadworthy condition) by the intended time of *your* return home. The means of transport to be employed shall be at *our* discretion.
- 8.2 The cost of transporting the *insured vehicle* to *your* home address in the *UK area* if repairs cannot be carried out abroad (or the *insured vehicle*, if stolen, has been recovered but not in a roadworthy condition), by the intended time of *your* return home. We will pay for necessary garage storage costs and costs of transportation and delivery, including any additional shipping costs; or When agreed in advance by *us*, we will pay the cost of one person to travel to the location of the *insured vehicle* by public transport to drive the repaired vehicle to the home address in the *UK area*.

The maximum we will pay under this policy to repatriate the *insured vehicle* will be limited to its current market value in the *UK area*.

Vehicle repatriation will only be carried out when it is apparent that repairs can be effected in the *UK area*, and when *you* confirm to us that these repairs will be put in hand.

If *you* are repatriated by us, we will pay the cost of transporting *your* personal possessions, other than hand luggage and valuables, to *your* home address either together with or separately from the *insured vehicle*.

If a replacement vehicle has been given, once the vehicle has returned to the *insured person's* home address within the *UK area*, it will no longer be covered irrespective of whether the original *insured vehicle* is still in the process of repatriation.

What is not covered

- a) Repatriation of vehicle occupants injured in an accident involving the *insured vehicle*.
- b) *Trips* solely within the *UK area*.

Section 9 – Motoring legal protection

Telephone advice

We will provide telephone advice, guidance and assistance on any legal problem which arises in connection with a *trip* or in connection with *your* home.

This service is available when *you* start *your trip* until seven days after *you* return home.

Motoring defence

We will pay up to £1,000 in respect of legal costs incurred in defending *you* in a Court outside the *UK area* against an alleged motoring offence involving the *insured vehicle* during a *trip*. *You* must notify us within 28 days of receiving a summons.

What is not covered

- a) Alleged offences involving breaking the speed limit only, when no other offence is involved.
- b) The defence of an alleged offence where there is no reasonable prospect of affecting the outcome of the prosecution.
- c) Costs or expenses incurred without prior authorisation by us.
- d) Any claim not notified to us within 28 days of *your* receiving the summons.
- e) *Your* travelling and subsistence expenses.
- f) Fines awarded against *you*.
- g) Driving under the influence of drink and/or drugs or driving above the legally permitted blood/alcohol level.

Section 10 – Customs regulations

If, as the result of fire, theft, accidental damage or breakdown occurring outside the UK area during a trip:

- 10.1 The *insured vehicle* is beyond economic repair, we may arrange for its disposal under Customs supervision in the country where it is situated. In this case, we will deal with the necessary Customs formalities.
- 10.2 The *insured vehicle* is not taken permanently out of the foreign country within the limited time allowed after import, or *you* inadvertently fail to observe the import conditions which permit import for a limited time without payment of duty, then we will pay *your* liability for any duty claimed from *you*. We will not pay the cost of any other import duties imposed by Customs.

Requesting emergency assistance when on a trip

In an emergency, first check the circumstances are covered by this policy. Having done this telephone us stating *your* name and policy details.

Call us and we will contact the nearest garage. On motorways always use the emergency telephones as these pinpoint *your* exact location. The police may arrange for *your* recovery from the motorway. In this case, contact us when *you* reach an ordinary phone or use a mobile. If the local police call for a recovery vehicle to tow *you* from the motorway, and *you* are asked to pay on the spot for this service, *you* should send us the original receipt.

Please note that car hire companies impose driver minimum age restrictions and will require sight of a credit, debit or charge card before releasing the vehicle to *you*.

Please give us an address or phone number where we can contact *you*. Many hotels, garages and hospitals have telex or telefax. This number is invaluable as urgent messages can be left at any time of the day or night.

We monitor the progress of each case with care and make all the necessary arrangements.

Remember, to comply with the insurance terms and conditions, you must contact us before incurring expenses over £150 in order to obtain our prior authorisation.

First dial the UK code, then: *1444 442045

Fax: *1444 410164

*When calling from inside the UK first dial zero.

Section 11 – General exclusions applying to all sections

What is not covered:

- 11.1 Claims arising from circumstances which were known to *you* at the time of applying for this insurance or at any time prior to the commencement of the *period of insurance*, or claims arising as a result of a material fact or facts, which have not been disclosed to *us* prior to the commencement of the *period of insurance*;
- 11.2 The cost of draining or removing contaminated fuel or other fluids. We will arrange local recovery, but it will be *your* responsibility to pay for any work carried out;
- 11.3 Any costs for locksmiths, glass replacement or tyre specialists are *your* responsibility;
- 11.4 Vehicles which have not been maintained and operated in accordance with the manufacturer's recommendations; a previous inadequate repair; kit cars; unsuccessful DIY dismantling and/or reassembly;
- 11.5 Any recurring claim due to the same cause within the last 28 days, where a permanent repair has not been undertaken to correct the fault;
- 11.6 Any winching costs or specialist off-highway recovery equipment. Any vehicle or equipment used other than a standard recovery vehicle which is required to move a vehicle which has left the highway or is overturned or without wheels, would be considered as specialist. Once the vehicle has been recovered to a suitable location, normal service will be provided;
- 11.7 Vehicles being used by *you* for *hire or reward*; or for motor racing (whether against the clock or other competitors), rallies, speed or duration tests and track days, or practising for such events;
- 11.8 Assistance following a breakdown or accident attended by the police or other emergency services until they have authorised the vehicle's removal;
- 11.9 The provision of service to vehicles temporarily immobilised by floods, snow-affected roads, sand or mud, situated in areas to which *our* agents have no right of access, or on motor traders' premises;
- 11.10 Vehicles not in a roadworthy condition at the time cover is effected;
- 11.11 Any deliberately careless or deliberately negligent act or omission by *you*;
- 11.12 Claims arising from loss of or damage to contents of the *insured vehicle*;
- 11.13 Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether

war be declared or not); invasion; act of an enemy foreign to the nationality of the *insured person* or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the *insured person* whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect;

- 11.14 Loss or destruction or damage, or any loss or expense whatsoever resulting from:
 - a) ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 11.15 Any expense which at the time of the incurring of such expense is insured by or would but for the existence of this policy be insured by any other existing policy or policies or under any motoring organisation's service or other service;
- 11.16 The cost of telephone calls when contacting us. Whenever possible we will call you back as soon as possible;
- 11.17 Any direct or indirect loss of any kind arising from the provision of, or delay in providing, the services to which this policy relates, unless negligence on our part can be demonstrated. An example of which would be loss of wages as a result of a breakdown, accident, fire or theft;
- 11.18 Any tolls, fines, parking charges or congestion charges arising from the use of a replacement vehicle;

- 11.19 Any costs incurred as a result of not carrying a serviceable spare tyre and wheel for *your* vehicle, caravan or trailer, except for those *eligible vehicles* that have not been designed and built by the manufacturer to support the carriage of a serviceable spare tyre. This applies equally to full size and/or space saver, alternatives;
- 11.20 Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which *you* would have paid for in any case);
- 11.21 Any claim when *you* have not paid the appropriate premium for the number of days comprising *your* planned *trip*. If *you* travel for more than the number of days for which *you* have paid for cover, *you* will not be covered after the last day for which *you* have paid.

Section 12 – General conditions applying to all sections

- 12.1 *You* must take all ordinary and reasonable precautions to prevent or minimise any loss, damage or breakdown covered under this policy. *You* must act as if *you* are not insured. *You* must take all steps necessary to expedite the completion of repairs, and *you* shall not abandon the *insured vehicle* or any of its parts to *us* without *our* authorisation.
- 12.2 We will not accept liability for expenses incurred without *our* prior knowledge or consent and the Emergency Centre must be contacted when an incident arises that may be the subject of a claim.
- 12.3 *You* must declare to *us* all material facts which are likely to affect this insurance. Failure to do so may prejudice entitlement to claim. If *you* are uncertain as to whether a fact is material, *you* should declare it to *us*.
- 12.4 We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.
- 12.5 *You* must comply in full with the terms and conditions of this policy before a claim will be paid. Please read this policy carefully, and if unsure as to what is covered or excluded, contact *our* Customer Services Department on 01444 442442.
- 12.6 In the event of an emergency or of any occurrence which may give rise to a claim over £150 under this insurance, *you* must contact *us* as soon as practicable. *You* must make no admission, offer, promise or payment without *our* prior consent. **Please telephone us first.**
- 12.7 We cannot accept responsibility for the transportation of pet animals or livestock carried within the *insured vehicle* at the time of an *insured incident*. Any extra costs involved in the transportation of pets or alternative transportation requirements in event of a breakdown would not be covered by this policy.

- 12.8 In the event of a valid claim involving *your* repatriation from a *trip*, *you* shall allow *us* the use of any relevant travel tickets *you* are not able to use because of the claim.
- 12.9 If *you* have a road traffic accident, *you* must supply *your* motor vehicle insurance details to *us* when we ask for this information. The incident must be reported to the insurer.
- 12.10 *You* must comply in full with all the terms and conditions of this policy before a claim will be paid. *You* must make no admission, offer, promise or payment without *our* prior consent. In order to benefit from the cover, an *insured person* or member other than the *insured person(s)* must agree to abide by all the relevant terms, conditions and exclusions of this policy.
- 12.11 We are entitled to take over *your* rights in the defence or settlement of a claim or to take proceedings in *your* name for *our* own benefit against another party and we shall have full discretion in such matters.
- 12.12 If any dispute arises as to policy interpretation, or as to any rights or obligations under the policy, we offer *you* the option of resolving this by using the arbitration procedure we have arranged. Please see the details shown in Section 13 – Complaints procedure. Using this service will not affect *your* legal rights.
- 12.13 If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this policy shall become void. Any benefits so claimed and received must be repaid to *us*.
- 12.14 *You* must give *us* a written notice of any event which may lead to a claim, within 28 days of *your* return home to the *UK area*, supplying a written statement substantiating *your* claim, together with (at *your* own expense) all certificates, information, evidence and receipts that we require.
- 12.15 *You* will be required to reimburse to *us*, within seven days of *our* request to *you*, any costs or expenses we have paid out on *your* behalf which are not covered under the terms of the insurance.
- 12.16 A garage or specialist undertaking repair work on *your* instructions and which is not specifically covered under this insurance will be acting as *your* agent for such repair work.
- 12.17 At the time of a claim, at *our* request *you* must provide evidence of proper servicing of *your* vehicle.
- 12.18 This policy is subject to the laws of England and Wales unless we agree otherwise. The Courts of England and Wales alone shall have jurisdiction in any disputes.
- 12.19 We may, at any time, pay to *you* *our* full liability under this policy after which no further liability shall attach to *us* in any respect or as a consequence of such action.

- 12.20 Service will be provided only to the *insured vehicle*, details of which have been supplied to *us*.
- 12.21 *You* must pay the appropriate premium for the full number of days comprising *your planned trip*. If *your trip* is planned to exceed 91 consecutive days in length then no cover will apply under this policy in respect of those days in excess of this, and *you* will need to make alternative insurance arrangements.

Section 13 – Complaints procedure

We aim to provide an excellent service at all times. However, if *you* have any complaint regarding the standard of service *you* have received under *your* policy, the following procedure is available to *you* to resolve the situation:

- 13.1 In the first instance, please contact the Quality Department, Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN. Alternatively, *you* can also telephone *us* on 0844 338 5799 or email *us* on: quality@europ-assistance.co.uk. If we cannot give *you* a final decision by four weeks from the day we receive *your* complaint, we will explain why and tell *you* when we hope to reach a decision;
- 13.2 *Our* decision is final and based on the evidence presented. If *you* feel that there is any new evidence or information that may change *our* decision, *you* have the right to make an appeal;
- 13.3 In respect of a complaint relating to a legal expenses claim, either *you* or we have the right to require that the complaint be referred to arbitration under the Arbitration Acts;
- 13.4 In any event, should *you* remain dissatisfied or fail to receive a final answer within eight weeks of *us* receiving *your* complaint, *you* have the right, in addition to *your* contractual rights under the insurance, to refer the matter to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0845 080 1800. Please note: the timescales given above are dependent on *you* responding immediately to any correspondence we send *you*.

Section 14 – Making a claim on return home

- First, check the appropriate section of *your* policy to make sure that what *you* are claiming for is covered.
- Claim forms can also be obtained from www.europ-assistance.co.uk/client claimforms. Alternatively, telephone *our* Claims Helpline on 01444 442277 to obtain a claim form via email or post, giving *your* name, that *you* are insured under the Coutts World Card insurance scheme and brief details of *your* claim.
- All claims must be submitted within 28 days of *your* return on a claim form, accompanied by original invoices, receipts, reports etc. Please refer to the

relevant section of *your* policy for specific conditions and details of the supporting evidence that we require.

- Please remember that it is always advisable to retain copies of all documents when submitting *your* claim form.
- In order to facilitate prompt handling of claims, we may use appointed claims handling agents.

When claims settlements are made by the BACS (Bank Automated Clearing System) or other electronic banking system method, *you* will be responsible for supplying *us* with the correct bank account details and *your* full authority for *us* to remit monies directly to that account. Provided that payment is remitted to the bank account designated by *you*, Europ Assistance shall have no further liability or responsibility in respect of such payment, and it shall be *your* sole responsibility to make collection of any misdirected payment in the event of incorrect details having been provided to *us*.

Section 15 – Cancellation provisions

Right to return the insurance document:

You have the right to cancel this policy. *You* have a statutory period of 14 days within which to cancel this policy starting on the day *you* receive your Coutts World Card. As Coutts does not charge a premium for this insurance, *you* will not receive a refund should *you* wish to cancel.

To cancel this insurance please call Coutts Card Services on 020 7309 0045 (within UK) or +44 20 7309 0045 (outside UK) or write to Coutts & Co, Card Services, 440 Strand, London WC2R 0QS.

Cancellation by the insured person(s):

If *you* subsequently give notice in writing or by telephone to cancel this policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later.

Cancellation by us:

We may give 14 days' notice of cancellation of this policy by recorded delivery letter to *you* at *your* last known address.

Effective time of cancellation:

This policy shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of the *period of insurance*.

Financial Services Compensation Scheme

Europ Assistance Holdings Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if Europ Assistance Holdings Limited is unable to meet its obligations. More information can be obtained from the www.fscs.org.uk website.

Data Protection Act 1998 notice

We collect and maintain personal information in order to underwrite and administer the policies of insurance that we issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep *your* information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal *your* information if it is allowed by law, authorised by *you*, to prevent fraud or in order that we can liaise with *our* agents in the administration of this policy.

Under the terms of the Act *you* have the right to ask for a copy of any information we hold on *you* upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether we hold *your* information on paper or in electronic form.

Enquiries in relation to data held by *us* should be directed to the Customer Contact Centre Manager, Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

Standard of Workmanship

Europ Assistance will monitor the progress of *your* assistance but cannot be responsible for the repair work provided by a garage, dealer or tradesman.

CONTINENTAL CAR BREAKDOWN COVER: Provided by Green Flag Limited with effect from 1 January 2011

Terms and Conditions

Continental Car Breakdown Cover is provided by Green Flag on behalf of and underwritten by UK Insurance Limited. UK Insurance Limited is authorised and regulated by the Financial Services Authority. Telephone calls may be recorded with the aim of improving *our* service to you. Continental Car Breakdown Cover is a joint venture between UK Insurance Limited and Coutts & Co.

UK Insurance Limited, The Wharf, Neville Street, Leeds LS1 4AZ
 Authorised and regulated by the Financial Services Authority.
 Registered in England and Wales number: 1179980

English Law will apply to this *policy* unless we both agree otherwise.

As this *policy* could run for several years *you* may want to review *your* insurance needs periodically to ensure the *policy* is adequate.

Please note that upon surrender, termination or cancellation of *your* Coutts World Card, the benefits under this *policy* will no longer be available to *you*.

Statement of demands and needs

We have not provided *you* with a personal recommendation as to whether this *policy* is suitable for *your* specific needs. This product meets the demands and needs of those who wish to ensure that their vehicle is covered in the event of a breakdown.

Your right to cancel

You have the right to cancel this *policy*. *You* have a statutory period of 14 days within which to cancel this *policy* starting on the day *you* receive your Coutts World Card. As Coutts does not charge a premium for this insurance, *you* will not receive a refund should *you* wish to cancel.

To cancel this insurance please call Coutts Card Services on 020 7309 0045 (within UK) or +44 20 7309 0045 (outside UK) or write to Coutts & Co, Card Services, 440 Strand, London WC2R 0QS.

How to make a claim

To notify *us* of a claim whilst travelling in Europe, please telephone 0800 032 4195 (within UK) or +44 1943 846 603 (outside UK).

Our promise to you

We will always try to be fair and reasonable whenever *you* have need of the protection of this *policy*. We will also act as quickly as we can to provide that protection.

Should there ever be an occasion when *you* feel we have failed to do this, then please let us know.

We will do everything possible to make sure *your* complaint is dealt with quickly and fairly. The easiest way to complain is simply to give us a call on **0845 767 0345**. Alternatively, should *you* feel the need to write, please address *your* letter to:

Customer Relations Department
Coutts World Card
Green Flag Limited
The Wharf
Neville Street
Leeds LS1 4AZ

Our staff will attempt to resolve *your* complaint immediately. If this is not possible, we promise to acknowledge *your* complaint within five business days of receipt. We will then endeavour to resolve *your* complaint as quickly as possible. If we are unable to do so within four weeks, we will write and let *you* know the reasons why and the further action we will take.

If we cannot resolve the differences between us, we will issue a final response letter. Upon receipt of this, *you* may refer *your* complaint to the Financial Ombudsman Service (FOS), who will then liaise with us on *your* behalf.

The address of the Financial Ombudsman Service is:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
(Tel: 0845 080 1800).

Please note that *you* will need to request a final decision from us before referring *your* complaint to the Financial Ombudsman Service. If *you* do refer *your* complaint to the Financial Ombudsman Service, this will not affect *your* right to take legal action.

A full copy of *our* complaint procedure leaflet is available upon request.

Details about our Regulator

UK Insurance Limited is authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at www.fsa.gov.uk/register/home.do, or the Financial Services Authority can be contacted on **0300 500 5000**. The FSA registered number is 202810.

Under the Financial Services and Markets Act 2000, should UK Insurance Limited be unable to meet its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit.

Information can be obtained on request or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Breakdown and Recovery Services

Definitions

Wherever the following words and phrases appear in this Continental Car Breakdown wording they will always have these meanings:

Certificate of motor insurance – this document provides evidence that you have taken out the insurance you must have by law. It identifies who can drive the vehicle and the purposes for which the vehicle can be used.

Costs – the professional fees and expenses the *solicitor* reasonably and necessarily charges. It also covers *your* opponent's *costs* which you are ordered to pay by a court and other costs we agree in writing. The most we will pay for all costs will be £25,000 for any claim or claims arising from any one incident.

Force majeure – an event beyond our reasonable control which includes without limitation fire, flood, inclement weather, earthquake, accident, civil disturbances, war, rationing, embargoes, strikes, labour problems, delays in transportation, inability to secure necessary materials, delay or failure of performance of any supplier or subcontractor, acts of God or acts of Government.

Geographical limits – the following countries: Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands (not for residents of the Channel Islands), Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia,

Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar.

Hire or reward – any public or private hire which includes any payment in cash or kind by (or on behalf of) passengers which gives them a right to be carried, excluding car sharing schemes.

Home – your permanent place of residence in the *United Kingdom*

Insured incident – immobilisation of the vehicle as a result of breakdown, fire, theft, attempted theft, malicious damage, accidental damage, flat tyre, lack of fuel, flat battery, loss or breakage of keys or a road accident occurring during the *period of cover* within the *geographical limits*.

Insured person/you/your – means the cardholder together with the cardholder's spouse or common law partner and any other person who is driving or riding as a passenger in the *insured vehicle* at the time of the *insured incident* with *your* permission and is not a hitch-hiker; to a maximum of eight persons including the driver.

Insured vehicle – any vehicle we have agreed to cover provided it:

- Is either a car, light van, motorised caravan, estate car, motorcycle or 4x4 off-road vehicle, privately registered in the UK and kept at the policyholder's address
- Carries no more than the number of persons recommended by the manufacturer (and for whom seats are provided) with a maximum of eight persons including the driver
- Does not exceed (including any load carried) the following gross vehicle weight: 3.5 tonnes and external dimensions: 7 metres in length (excluding any coupling device and tow bar), 3 metres in height and 2.3 metres in width
- Is serviced, maintained and operated as recommended by the manufacturer and holds a current valid MOT certificate if applicable
- Is a caravan or trailer of standard make that is fitted with a standard 50mm tow ball, falls within the size and weight restrictions above and is being towed by the insured vehicle at the time of the *insured incident*. The weight of the caravan or trailer when loaded must not be more than the kerb weight of the vehicle towing it.
- Is less than 16 years old at the date of departure of each planned *trip*.

Market value – the cost in the *United Kingdom* of replacing the *insured vehicle* with one of a similar, type and condition at the time of inspecting the *insured vehicle* after the *insured incident*.

Period of cover – the period starting on the date *you* receive *your* Coutts World Card and ending on the date *your* World Card account is closed. Cover under Section 1 begins seven days before *you* start *your* trip. Cover for all other Sections applies for the length of each trip, including *your* direct journey from *your* home to *your* UK point of departure. All benefits terminate on completion of *your* direct return journey home, on expiry of the *period of cover* agreed with us. This section provides cover for any number of journeys during the *period of cover*.

Note: if *your* return journey from abroad is unavoidably delayed by any *insured incident* covered by these terms and conditions, cover will be automatically extended free of charge for the period of that delay.

Personal belongings – each of *your* suitcases or items of luggage, their contents and items designed for *you* to wear or carry. This includes *your* valuables but does not include items of furniture, camping equipment or winter sports equipment

Policy – the Continental Car Breakdown terms and conditions that form the contract between *you* and *us*.

Solicitor – the *solicitor* or firm of *solicitors* or other suitably qualified person, firm or company we choose to act for *you*.

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

Trip – a pre-booked journey within the *geographical limits*, with a maximum of 91 consecutive days during the *period of cover*, commencing and ending in the *United Kingdom*.

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

We or us or our – UK Insurance Limited and/or its agents.

You or your – the primary World Card holder, any authorised driver and authorised passengers in the *insured vehicle* at the time of the *insured incident* (other than a hitch-hiker).

Important information about driving in Europe

Mobile phones

If you contact us from *your* mobile phone, *your* service provider may charge you. You may also have to pay for the call if you ask someone to call you back. *Your policy* does not cover the cost of these calls. It may be necessary to use a conventional landline phone in certain places if the mobile network is less stable than in the UK.

Vehicle registration document/V5

You will need to carry the original vehicle registration document when driving in Europe as proof that you are the owner of the vehicle. If this is not available, you will need to take a letter of authority from the owner and a Vehicle on Hire Certificate (VEI03) instead.

Driving licence

Car hire companies will want to see *your* original driving licence. If you hold a photocard licence you will need to take the paper counterpart as well. In some countries you will need to take an International Driving Permit as well as *your* driving licence. This is not required in EU Member States.

Credit/Charge card

A credit or charge card must be available if the car hire benefit is used as the car hire company will need to swipe the card as security.

European motorways and autoroutes

If you break down on a motorway or major public highway in certain parts of Europe (France, for instance), the emergency telephone will be answered by the police. They will then send a local recovery vehicle out to you. As very few of these recovery agents have links with UK motoring organizations, you may have to pay for this assistance on the spot. If you do, keep all receipts and send them to us on your return to the UK, we will then reimburse you for recovery and roadside repairs (except spare parts). If the repair is made in a garage, the cost is not covered and you should pay the whole cost of the repair.

Policy cover

Section 1 – Cover prior to departure

Following an *insured incident* occurring in the seven days immediately preceding the scheduled departure date (provided this cover was in place before the start of that seven day period) we will pay up to £1,500 in total towards:

- the hire of a replacement car (where available) for the purpose of carrying out the original *trip*, where the *insured vehicle* cannot be repaired within 24 hours following the booked departure time of the *trip* or has been stolen and not recovered; or
- the additional cost of re-booking a sea crossing or Channel Tunnel journey missed as a result of the *insured incident* giving rise to the claim, provided the *insured vehicle* is repaired within 24 hours of the original planned departure time – or, where the original route is unavailable, the nearest suitable alternative sea crossing or rail journey via the Channel Tunnel.

Any claim involving the hire of a replacement vehicle must have *our* prior approval. *You* must contact *us* as soon as *you* know *your* vehicle may be unavailable for the planned *trip*.

Your claim must be supported by a letter from a garage confirming:

- The regular servicing and maintenance of *your* vehicle
- Precise details of the breakdown or damage
- The breakdown, when occurring, was sudden and unforeseen
- That repairs cannot be effected before the date planned for *you* to begin *your trip*.

Section 2 – Roadside assistance

We will arrange and pay for roadside assistance and if necessary, towing to the nearest suitable repairer, to a maximum cost of £300.

Section 3 – Replacement parts

If necessary replacement parts are not available locally during the *trip* we will, on receipt of *your* instructions, try to obtain them from elsewhere and pay freight charges involved in dispatching them to the location of the *insured vehicle*, provided these parts are subsequently used to repair it. We cannot guarantee the availability of such parts, particularly for older vehicles where they may not be possible to locate.

The actual cost of the spare parts and any Customs Duty must be paid by *you*. Where we have paid such costs on *your* behalf, we require reimbursement within one month of payment.

You must also pay for the cost of labour involved in repairing the *insured vehicle*.

Section 4 – Break-in

In the event of theft or attempted theft of the *insured vehicle* or its contents during the *trip*, we will pay up to £175 for immediate emergency repairs and replacement parts necessary to secure the *insured vehicle* for the completion of the *trip*, provided you obtain a Police report within 24 hours of the *insured incident* giving rise to the claim.

Section 5 – Vehicle out of use

Where repairs cannot be effected within 24 hours of an *insured incident* occurring during the *trip*, we will pay for one of the following:

- The additional cost of alternative transport to take *you*, up to seven passengers and *your personal belongings* to *your* destination; or
- Up to £1,500 for the immediate hire of a replacement car whilst the vehicle remains unserviceable; or
- Up to £150 per person (£500 in total) for the additional cost of overnight accommodation including breakfast (excluding alcohol) for *you* and up to seven passengers whilst awaiting completion of repairs, provided this cost is additional to any accommodation costs *you* had planned to pay had loss of use of the *insured vehicle* not occurred.

Section 6 – Camping trip

If *your* own tent is being used as *your* principal overnight accommodation and is rendered unserviceable through theft or accidental damage, we will arrange and pay for the following provided the damage was not caused by any pet accompanying *you* on the *trip*:

- The hiring of a suitable tent for the remainder of the *trip*; or
- Up to £150 per person (£500 in total) for the additional cost of emergency bed and breakfast expenses (excluding alcohol) for *you* and up to seven passengers.

Section 7 – Alternative driver

If *you* are declared medically unfit to drive the *insured vehicle* in the course of the *trip* or must return *home* early because of what we agree is a serious or urgent reason and there is no passenger qualified and competent to drive, we will pay the necessary additional costs of returning the *insured vehicle* to *your* home address – we may elect to provide a qualified driver to drive back the *insured vehicle* and passengers.

Section 8 – Repatriation

If the *insured vehicle* cannot be and could not have been repaired by the intended time of *your* return *home* (or has been stolen and not recovered in a roadworthy condition), we will pay to:

- Transport the *insured vehicle*, *you* and up to seven passengers (provided none have been injured in an accident involving the *insured vehicle*) and *your personal belongings* (excluding pets) to *your home* address and the cost of necessary storage, transportation and delivery, including any additional shipping costs; or
- Send one person to the location of the *insured vehicle* by public transport to drive the repaired vehicle back to *your home* address, up to a maximum cost of £1,000, provided this is agreed in advance by *us*.

Once *you* have been repatriated by *us* and if we are transporting *your* vehicle to the *United Kingdom* we will:

- Reimburse up to £75 in total for *you* and up to seven passengers (excluding pets) for necessary alternative travel costs *you* incur while *you* await delivery of the vehicle – this benefit will cease after seven days or when we deliver the vehicle to *your home* address, whichever is sooner.

The most we will pay to repatriate the *insured vehicle* will be its current *market value* in the *United Kingdom* and it will only be repatriated when it is apparent that repairs can be effected in the *United Kingdom* and *you* have confirmed that these repairs will be put in hand.

Any unused travel tickets must be used for repatriation of the *insured vehicle* before we will provide any alternatives under this section.

Section 9 – Customs regulations

If, following an *insured incident* occurring outside the country of departure during a *trip*:

- the *insured vehicle* is beyond economic repair, we may arrange for its disposal under customs supervision in the country where it is situated. In this case we will deal with the necessary customs formalities;
- The *insured vehicle* is not taken permanently out of the foreign country within the limited time allowed after import, or *you* inadvertently fail to observe the important conditions which permit import for a limited time without payment of duty, then we will pay *your* liability for any duty claimed from *you*.

Section 10 – Missed Motorail connection

If *you* fail to connect with a pre-booked Motorail service on the outward journey as a result of: delays caused by an *insured incident*; or cancellation of scheduled public transport due to adverse weather conditions; or *strike* or *industrial action* (unless the action was publicly known at the time of effecting cover); or mechanical breakdown or derangement, we will arrange and pay for the following, provided *you* have taken every reasonable step to complete the journey to the departure point and Motorail depot on time:

- Storage of the vehicle (where available) in a secure parking area near to the Motorail depot for the duration of the *trip*, up to a maximum of £100
- Standard second class rail travel to enable *you* to continue the *trip* to/from the intended Motorail destination
- Hire of a replacement car (where available), up to a maximum of £1,000.

To make a claim under Sections 1 to 9 *you* will need to obtain a claim form. Please write to:

European Claims Department
Green Flag
Green Flag House
Cote Lane
Leeds LS28 5GF.

Or phone **0113 236 3236** and ask for the European Claims Department. Once *you* have filled in the form, *you* should return it to the address above.

Note:

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

Section 11 – Legal protection

Legal advice helpline – 0845 246 2070 (+44 845 246 2070 from abroad)

You can ring the helpline for practical *UK* Legal advice on any motoring legal problem. This service is here to help, so please feel free to use it.

For extra security, we may record all phone calls and keep the recording secure.

How to make a claim for legal protection

- Phone *our* legal advice helpline on 0845 246 1689. Please have *your* *policy* number available when *you* call.
- you* must tell the legal advice helpline details of any incident which may lead to a claim under the *policy*. *You* must do this as soon as possible, and always within 180 days of the date that *you* knew about, or should have known about, the incident.
- We* will send *you* a claim form to fill in and return to us.

For extra security, we may record all phone calls and keep the recording secure.

What is covered

We will pay costs for the following:

Uninsured loss recovery

The costs of recovering uninsured losses which arise directly from any road-traffic accident involving *your* vehicle causing:

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

Legal defence

Providing *you* notify *us* within 28 days of receiving a summons, we will pay the Costs of defending *your* legal rights if *you* are prosecuted for an offence under road traffic laws whilst *you* are driving or using the vehicle.

Travel expenses

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

Cover provided by this section only applies if:

- at the time of the claim, the *insured vehicle* is being driven or used by a person identified in, and for a purpose allowed by, *your certificate of motor insurance*;
- the date of the *insured incident* is within the *period of cover* and this happens within the *geographical limits*;
- any legal proceedings will be carried out within the *geographical limits* by a court or other organisation which we agree to;
- in civil cases, we and *your solicitor* agree that it is always more likely than not that *you* will be successful with *your* claim;
- in 'legal defence' cases, we and *your solicitor* agree that it is more likely than not that any plea in mitigation by the *solicitor* will materially affect the likely outcome of the prosecution.

Specific exceptions

Legal defence

- Alleged speeding offences where no other offence is involved;
- Parking or obstruction offences;
- Prosecutions resulting from drink or drug related offences;
- Any claim involving *you* driving a motor vehicle for which *you* do not have valid motor insurance.

Exceptions which apply to Section 10

(See also General exclusions on pages 84 and 85)

You are not covered for any of the following.

1. Costs you have paid or will have to pay before we agree to them.
2. Any disputes with us about this section of the *policy* other than shown in Condition 5 of Section 10.
3. Any costs if you stop or settle a claim, or withdraw instructions from the *solicitor* without good reason. If this occurs you will then have to refund any costs and expenses we have paid or agreed to pay during your claim.
4. Any fines, penalties, compensation or damages which you are ordered to pay by a court or other organisation.
5. Costs in respect of any appeal or defence of an appeal, unless it has been reported to us at least ten working days prior to the deadline for any appeal.

Conditions which apply to Section 10

(See also General conditions on page 82 and 83)

If you do not keep to these conditions, we may:

- cancel this section;
- refuse or withdraw from any claim;
- claim back from you costs that we have paid or have a liability to pay during your claim; or
- do all of the above.

1. You must do the following

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

2. Appointing a solicitor

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

3. You must tell your solicitor to do the following

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

4. We can do the following

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

5. Disputes

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

You may also refer any disagreement between you and us to the Financial Ombudsman Service, which is a service offered to you free of charge. (See page 70 for details of our complaints procedure.)

General conditions 9 and 14 on page 83 do not apply to Section 10.

General conditions which apply to all sections

1. You must:

- take all ordinary and reasonable precautions to prevent loss, damage to or breakdown of the *insured vehicle* and take all steps necessary to expedite the completion of repairs
- contact us without delay when an *insured incident* arises that may result in a claim
- not hand over the *insured vehicle* or any of its parts to us without our authorization
- wait with the *insured vehicle*, or in a safe place close to the *insured vehicle* until the repair or recovery vehicle arrives unless you have made other arrangements with us.

2. If we arrange for temporary roadside repairs, you must arrange for any repairs that may be necessary as soon as possible. If you do not, and the same problem happens again, we may refuse service.
3. You will have to pay the cost of a recovery or repair vehicle coming out to you if you allow the *insured vehicle* to be recovered or repaired by someone else after you have contacted us for assistance.
4. If the *insured vehicle* needs to be moved or recovered after an *insured incident*, it must be in an easy position for a recovery vehicle to load. If the *insured vehicle* is in a position we cannot get to, or the wheels have been removed and we need to use specialist equipment (which is not normally carried on a standard recovery vehicle) to recover the *insured vehicle*, you will have to pay extra costs. These will include labour charges for the special equipment to be transported to, and used at, the site of the *insured incident*.
5. You will have to repay any toll fees or ferry charges for the *insured vehicle*, which are reasonably incurred by the driver of the recovery vehicle.
6. You are responsible for the security of the contents of the *insured vehicle*, caravan or trailer. We will not recover or repair a vehicle, caravan or trailer if there is a person or animal in it.
7. If you give us incorrect information when you phone for assistance, you may have to pay all reasonable costs caused by the incorrect information.
8. We are not responsible for the actions or costs of garages, recovery firms or emergency services acting on your instructions or the instructions of anyone acting for you and cannot be held liable for them.

9. We will not arrange for assistance services if we reasonably believe the *insured vehicle* is dangerous or illegal to repair or transport.
10. You will have to pay any storage or release fees while the *insured vehicle* is being repaired or after the police have moved the *insured vehicle*. We cannot be responsible for any police call-out charges.
11. We may choose to repair the *insured vehicle* (at *your cost*) following a breakdown, rather than arranging for it to be recovered.
12. You are responsible for collecting the *insured vehicle* from the garage after work has been carried out.
13. If the law of any country means that we have to make a payment which we would not otherwise have paid, you must pay that amount back to us.
14. You must not admit liability or agree to settle or knowingly do anything which would prejudice any claim without *our* written permission.
15. We are entitled to take over *your* rights to defend or settle a claim or to take proceedings in *your* name for *our* benefit against another person. We will decide how we go about this. You must give us all the information and help we may need.
16. We will provide the services described in this *policy* on condition that you and all *insured persons* observe the respective licence conditions and all the terms and conditions laid down in this document. The service cannot be used for routine servicing or the rectification of failed repairs, or as a way of avoiding repair costs.
17. If you are covered by any other insurance for an *insured incident*, we will only pay *our* share of the claim. You may be required to provide us with details of *your* insurance company for this purpose.
18. If we provide a service you are not entitled to, you may have to pay for the service provided.
19. Hire cars are provided subject to *our* prior agreement. You will have to meet the conditions of the hirer and pay any deposit the hire company requests. You will be responsible for collecting the hire car and for the cost of any fuel used.
20. We have the right to refuse service if we consider that you or any of your party is behaving or has behaved in a threatening or abusive way to *our* employees, patrols or agents, or to any other contractor. We can make *your* cover invalid at any time if, in *our* reasonable opinion, you have misused services we have provided.
21. This contract is between you and us. Nobody else has any rights they can enforce under this contract except those they have by law.

General exclusions which apply to all sections

We will not provide any cover for the following:

1. Any costs and expenses if the *insured vehicle* was not roadworthy at the start of the journey or had not been regularly serviced in line with the manufacturer's recommendations. We may ask for proof that the *insured vehicle* was fit to drive.
2. An *insured vehicle* used for hire or reward, including taxis, or for carrying goods for reward.
3. An *insured vehicle* which is temporarily stuck due to floods or snow-affected roads or as a result of being totally or partly stuck in water, snow, sand or mud.
4. An *insured vehicle* parked off the public road which cannot be driven because of the nature of the surface on which it stands for example, sand, mud, gravel, turf or grass.
5. An *insured vehicle* used for, or involved in, motor racing, off-road use (away from public roads and over rough terrain), rallies, speed or duration tests or practising for these events.
6. Any incident while the *insured vehicle* is towing or carrying more weight or people than it is designed for – as shown in the manufacturer's details.
7. Loss of or damage to the *insured vehicle* while it is being transported by sea or rail (unless loss or damage is caused by *our* negligence).
8. Any expenses which *you* have paid or would have been required to pay anyway in the course of *your* journey.
9. Any claim as a result of an agreement or contract unless we would have been responsible anyway if the agreement or contract did not exist.
11. Any claim if *you* know that the person driving the *insured vehicle* either does not have a valid driving licence or does not meet the conditions of the driving licence.
12. Any claim for any loss, damage, costs, or expenses which *you* may incur as a result of *our* delay or failure to perform *our* obligations due to a *force majeure* event.
13. Losses that are not directly associated with the incident that caused *you* to claim. For example, loss of earnings due to being unable to return to work following an *insured incident*, or losses arising from a delay in providing the service to which this cover relates.
14. Any claim for damage or loss of commercial goods or those intended for resale carried at the time of the *insured incident*.
15. Any damage to or theft of objects or accessories left in or outside the *insured vehicle* after the *insured incident*.
16. Loss, expense or legal liability caused by:
 - ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or

- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment.
17. Loss or damage caused by pressure waves from planes and other flying machines.
18. Any incident which is:
- the result of an inadequate repair or attempted repair carried out during the course of the same journey, unless the repair has *our* approval beforehand; or
 - the result of *you* failing to correct a mechanical or electrical fault that we or *our* agent told *you* about when we responded to a claim under the cover.
19. The cost of any parts, lubricants, fluids or fuel.
20. Any deliberate damage to the *insured vehicle* caused by any *insured person(s)*.
21. Any *trips* solely within the *United Kingdom*.

Your information

Who we are

Continental Car Breakdown Cover is arranged by and underwritten by UK Insurance Limited.

In this Information statement ‘we’, ‘us’ and ‘our’ refer to UK Insurance Limited unless otherwise stated.

For information about *our* group of companies please visit www.rbs.com and click on ‘About Us’, or for similar enquiries please telephone 0131 556 8555 or Textphone 0845 900 5960.

Your electronic information

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

How we use your information and who we share it with

We will use *your* information to manage *your* insurance *policy*, including underwriting and claims handling. This may include disclosing it to other insurers, third party underwriters and reinsurers.

Your information comprises all the details we hold about *you* and *your* transactions and includes information obtained from third parties.

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

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

We do not disclose *your* information to anyone outside the Group except: where we have *your* permission; or where we are required or permitted to do so by law; or to credit reference and fraud prevention agencies and other companies that provide a service to *us* or *you*; or where we may transfer rights and obligations under this agreement.

We may transfer *your* information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection.

However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations. From time to time we may change the way we use *your* information. Where we believe *you* may not reasonably expect such a change we shall write to *you*. If *you* do not object to the change within 60 days, *you* consent to that change.

Sensitive Information

Some of the personal information we ask *you* for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about *you* or others except for the specific purpose for which *you* provide it and to provide the services described in *your* *policy* documents.

You may be asked to agree to this when *you* contact us but please ensure that *you* only provide *us* with sensitive information about other people with their agreement.

Dealing with other people

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

Fraud prevention agencies

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

Law enforcement agencies may access and use this information.

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

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

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

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

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

LOSS DAMAGE WAIVER AND SUPPLEMENTAL LIABILITY INSURANCE: White Horse Insurance Ireland Limited

It is recommended that *you* read the policy carefully and carry the Insurance Guide with *you* when travelling.

The cover provided by this policy begins as soon as *you* receive *your* Coutts World Card. Cover continues automatically as long as:

- (i) *you* remain a Coutts World Card account holder and
- (ii) the insurance continues to be placed with White Horse Insurance Ireland Limited by Coutts.

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

Please note that upon surrender, cancellation or termination of *your* Coutts World Card, the benefits under this policy will no longer be available to *you*.

The insurance is underwritten by White Horse Insurance Ireland Limited. Registered Number 306045. Head office address 14 Clyde Road, Ballsbridge, Dublin 4, Republic of Ireland. White Horse Insurance Ireland Limited is regulated by the Irish Financial Services Regulatory Authority (IFSRA), a member of the Dublin International Insurance and Management Association (DIMA) and a supporter of the Association of British Insurers General Code of Practice.

Definitions

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

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

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

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

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

Liability insurance supplement means the insurance provided by this policy.

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

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

1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads
2. vehicles maintained for use solely on or next to premises *you* own or rent
3. vehicles that travel on crawler treads
4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted
 - a) powercranes, shovels, loaders, diggers or drills, or
 - b) road construction or resurfacing equipment such as graders, scrapers or rollers.

5. vehicles not described in paragraph 1, 2, 3 or 4 above that are self-propelled vehicles with the following types of permanently attached equipment:
 - a) equipment designed primarily for:
 - (i) snow removal
 - (ii) road maintenance, but not construction or resurfacing, or
 - (iii) street cleaning
 - b) cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers
 - c) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

Policy period means the period for which the Master Policy is in force and you have a valid Coutts World Card.

Property damage means specific damage to any vehicle that you rent that occurs during the *period of insurance*, including the loss of use thereof at any time resulting from such loss or damage.

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

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

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

Trip shall mean any *rental vehicle* which is collected within or outside the cardholder's country of domicile.

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

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

Policy cover

Section 1 – Loss damage waiver

In consideration of payment by *you* of the cost of the rental the underwriters (hereinafter referred to as the *insurers*) shall indemnify you, as named on the *rental agreement*, during a *trip* period of hire for specific damage incurred up to US\$80,000 (or equivalent in local currency) the motor *vehicle* or the value of claim, whichever the lesser, for losses incurred as a result of damage, fire, vandalism, theft or loss of use of the *rental vehicle* issued for business or pleasure when such *vehicle* is rented and operated from a licensed rental agency and you have declined the rental company's Loss Damage Waiver (LDW) or any similar provision, or where such coverage does not extend to the terms and conditions contained herein. This insurance is only available for *trips* up to 31 days, cover is not available to anyone under the age of 21 years or over 84 years.

Geographical limit

Worldwide

Conditions applicable to Section 1

1. It is a condition of this insurance that *you* comply with all the terms and conditions of this policy.
2. All Certificates, information and evidence required in support of *your* claim shall be furnished at *your* expense.
3. Except with the written consent of the *insurers*, no person is entitled to admit liability on their behalf or to give any representations or other undertakings binding upon them. The *insurers* shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in *your* name.
4. The *insurers* may at their own expense take proceedings in *your* name to recover compensation from any third party in respect of any indemnity provided under this policy and any amounts so recovered shall belong to the *insurers* and *you* shall render all reasonable assistance to the *insurers*.
5. All claims hereunder shall be governed by the laws of England and Wales whose courts alone shall have jurisdiction in any dispute arising under this policy.
6. All *insured* drivers must hold a valid UK or internationally recognised driving licence.
7. Communication of and in connection with this policy shall be in the English language.
8. Cover under this section is provided for the rental of one *vehicle* (as defined above) at any one time which may be driven and operated by

those as detailed on the vehicle rental agreement, the lead name of which must be *you* or *your* partner or dependent children aged between 21 and 23 years who are in full time education (as defined below), during the *trip* duration.

9. Cover will take effect from the time *you* take legal control of the *rental vehicle* and will cease at the time the rental company assumes control of the *rental vehicle* whether at its business location or elsewhere. Losses are limited to costs which would have been waived had the *insured person* paid the LDW or similar.

Exclusions

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

1. Alcoholism or the use of alcohol or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered *medical practitioner*, but not for the treatment of drug addiction).
2. Loss or damage directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
3. Where there is dual insurance, please advise us, as we will only pay our proportion of the loss.
4. Losses occurring from driving vehicles on safaris or adventure trails.
5. Any fraudulent, dishonest or criminal act committed by the *insured person(s)* or another person(s) with whom he/she is in collusion, or insurance effected in circumstances where a claim might reasonably be anticipated.
6. Operation of the *vehicle* in violation of the terms of the *rental agreement*.
7. Expenses assumed, waived or paid by the rental agency or its *insurers*.
8. Automobiles or other *vehicles* which are not *rental vehicles*.
9. Wear and tear, gradual deterioration, or mechanical breakdown.
10. Losses arising out of illegal activities.
11. Driving by persons who are not named on the *rental agreement*.
12. The rental of any *vehicle* which at its first date of registration is more than 20 years old. Rental of a *vehicle* with a Retail Purchase Price in excess of US\$80,000.
13. The rental of certain *vehicles* namely: motor homes, camper vans, trailers or caravans, trucks, factory altered vehicles, commercial vehicles, vans and vehicles with more than nine seats.
14. Expenses reimbursed by the *insured person's* employer's *insurers*.
15. Losses occurring from driving whilst not on a public highway.

Enhancements

a) *Restitution of holiday*

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

b) *Drop-off charges*

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

c) *Lock-out*

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

Section 2 – Excess third party liability policy (Supplemental Liability Insurance)

Insuring agreements

In consideration of payment by *you* of the cost of the rental the *insurers* shall indemnify the *insured(s)*, as named on the *rental agreement*, during the period of hire. This policy is only available for rentals of up to 31 days and cover is not available to anyone under the age of 21 years or over 84 years.

Subject to the limits of liability stated in Section 2, the *company* shall pay on behalf of the *insured(s)* damages occurring during the *trip rental period* which

are in excess of the total limits of liability and retention and/or deductible of all *underlying protection*, as set forth in Section 2. Under no circumstances will the insurance afforded under this policy be broader than the protection provided in the *rental agreement*.

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

Geographical limit

Worldwide

Limits of liability (each accident)

1. a) *Bodily injury and property damage combined single limit*

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

OR

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

AND

- b) *Uninsured and underinsured motorist or hit and run coverage (if applicable) combined single unit*

To the extent that this policy applies to damages which the *insured* is entitled to collect under the terms of any uninsured or underinsured motorist law of the appropriate country, the limit of liability shall be the difference between the minimum limits required by statute and a maximum US\$100,000 each accident.

Difference in limit

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

2. This is excess insurance and only applies to those coverages for which *underlying protections* exist. Furthermore, this policy is excess to any statutorily mandated liability imposed on the *vehicle's* owner by the governing jurisdiction.

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

Notice of loss

Please contact:

White Horse Insurance Ireland Limited

c/o AXA Assistance Ltd

PO Box 54098

London SW20 8UU

Tel: +44 (0)845 458 9677

Fax: +44 (0)845 458 9644

Email: car.rental@axa-assistance.co.uk

Cost, charges and expenses

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

Exclusions

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

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

6. a) In respect of occurrences taking place in the United States of America, or Canada, any liability of the *insured* directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- b) In respect of occurrences taking place outside of the United States of America and Canada, the *company* shall not indemnify the *insured* against liability arising directly or indirectly in consequence of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism or military or usurped power, confiscation or requisition by any competent authority or nationalisation.
7. Except in so far as coverage is available to the *insured* or under the *underlying protection*, to:
 - a) liability of any *insured* or anyone employed by *you* with respect to *bodily injury* to or death of another employee of the same employer injured in the course of such employment
 - b) liability arising out of:
 - (i) the ownership, maintenance, operation, use, loading or unloading of any *vehicle* while being used in any pre-arranged or organised racing, speed or demolition contest or activity or
 - (ii) the operation or use of any snowmobile or trailer designed for use therewith.
8. *Bodily injury* or *property damage* arising out of the transportation, storage, handling, distribution, sale or disposal of asbestos or goods or products containing asbestos.
9. *Bodily injury* or *property damage* arising out of the manufacturing, handling, distribution, sale, application, consumption or use of any products known as polychlorinated biphenyl or which contains polychlorinated biphenyl derivative or which is generally known in the chemical trade as having a like formulation structure or function by whatever name manufactured, sold or distributed.
10. *Bodily injury* or *property damage*.

In respect of the United States of America and Canada:

 - a) With respect to which an *insured* under this policy is also insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, American Nuclear Insurer, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an *insured* under any such policy but for its termination upon exhaustion of its limit of liability or
 - b) Resulting from the hazardous properties of nuclear material and with respect to which:

- (i) any person or organisation is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof or
 - (ii) the *insured* is or, had this policy not been issued, would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organisation
- c) Resulting from the hazardous properties of nuclear material if:
- (i) the nuclear material is at any nuclear facility owned by or on behalf of the *insured* or has been discharged or disbursed therefrom or
 - (ii) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of or on behalf of an *insured* or
 - (iii) the *bodily injury* or *property damage* arises out of the furnishing by an *insured* of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion 10.c) applies only to *property damage* to such nuclear facility and any property threat.

As used in this exclusion:

Property damage includes all forms of radioactive contamination of property.

Hazardous properties include radioactive, toxic or explosive properties.

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

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

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

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

Nuclear facility means:

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

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

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

- (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
11. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for *bodily injury* or *property damage* not covered under this policy.
 12. We do not provide cover for any named *insured* who had made fraudulent statements or engaged in fraudulent conduct in connection with any accident or *loss* for which coverage is sought under this policy.
 13. We do not provide coverage for any named *insured* who intentionally causes *bodily injury* or *property damage*.
 14. Cover under this section is provided for the rental of one *vehicle* (as defined above) at any one time which may be driven and operated by any of the eligible *insured persons* as detailed on the *vehicle rental agreement*, the lead name of which must be the *insured* Coutts World cardholder or partner or dependent children aged between 21 and 23 years who are in full time education during the *trip* duration. Cover will take effect from the time the *insured person* takes legal control of the *rental vehicle* and will

cease at the time the rental company assumes control of the *rental vehicle* whether at its business location or elsewhere. Losses are limited to costs which would have been waived had the *insured* person paid the Supplemental Liability Insurance or similar.

Policy territory

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

Conditions

1. *Acceptance by insured:* By accepting *liability insurance supplement* in the *rental agreement*, the *insured* who signs the *rental agreement* agrees that he/she is acting on his/her own behalf and on behalf of all other persons who may at anytime become an *insured* under the *rental agreement*.
2. No action shall lie against the *company* unless as a condition precedent thereto, the *insured* shall have fully complied with all the terms of this policy, nor until the amount of the *insured's* obligation to pay shall have been finally determined either by judgement against the *insured* after actual trial or by written agreement of the *insured*, the claimant and the *company*.
3. Any person, organisation or their legal representative is entitled to recover under this policy after they have secured a judgement or written agreement against the *insured*. Recovery is limited to the extent of the insurance afforded by this policy. No person or organisation has any right under this policy to include the *company* in any direct action against the *insured* to determine *your* liability nor will the *company* be brought into such an action by the *insured* or his/her representative. If the *insured* or the estate of the *insured* becomes bankrupt or insolvent, it does not change any of the *company's* obligations under this policy.
4. *Appeals:* In the event the *insured* elects not to appeal a judgement in excess of the *underlying protection*, the *company* may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto but in no event shall the liability of the *company* exceed the amount set forth in the insuring agreement for any one occurrence plus the taxable costs, disbursements and interest incidental to such appeal.
5. *Assignment:* Assignment of interest under this policy shall not bind the *company* until its consent is endorsed hereon.
6. *Assistance and co-operation of the insured:* you shall co-operate with the *company* in the investigation, settlement, or defence of any claim or suit.
7. *Bankruptcy or insolvency:* The insolvency or financial impairment of an *insured* does not increase the amounts the *company* would otherwise have

had to pay nor does this policy become excess of any reduced recoveries available because of the insolvency or financial impairment.

8. You have a statutory right to cancel this policy within a period of 14 days starting from the day you receive your Coutts World Card. If, for any reason, you wish to cancel this policy you may contact Coutts Card Services on 0845 309 0045 (within UK) or +44 20 7309 0045 (outside UK) and your cover shall cease from the day Coutts receives such notice. Coutts does not charge a premium for this policy so no refund will be given should you wish to cancel.
9. *Changes:* Notice to or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy nor stop the *company* from asserting any rights under the terms of this policy, nor shall the terms of this policy be waived or changed except by endorsement issued to form a part of this policy, signed by an authorised representative of the *company*.
10. *Declarations:* By acceptance of this policy, you agree that the statements made on the *rental agreement* are your agreement and representation and that this coverage is issued in reliance upon the truth of such representations.
11. *Notice of loss:* When an event causing injury or damage takes place which is reasonably likely to give rise to a claim under this policy, written notice shall be given as soon as practicable by or on behalf of the *insured* to the *company* or any of its authorised agents in addition to any obligation the *insured* may have under the *underlying protection* or any other insurance. Such notice shall contain particulars sufficient to identify the *insured* and reasonable obtainable information concerning the time, place and circumstances of such event and pertinent details. The *insured* shall give like notice of any claim or suit on account of such event and shall immediately forward to the *company* every demand, notice, summons or other process received by him/her or his/her representative, together with copies of reports of investigations made by the *insured* with respect to such claim or suit.
12. *Service of suit:* In respect of suits in the United States of America and Canada only: It is agreed that in the event of the failure of the *company* to pay any amount claimed to be hereunder, the *company* and *insured* will submit to the jurisdiction of the Supreme Court of the State of New York, and will comply with all the requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of the State of New York. Further, pursuant to any statute of any state, territory or district of the

United States of America which makes provision therefore, the *company* hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his/her successors in office as its true and lawful attorney upon whom may be served any lawful process in action, suit or proceeding instituted by or on behalf of the *insured*, or any beneficiary hereunder, arising out of this policy.

In respect of suits outside the USA and Canada:

- a) This policy including all Terms, Conditions, Endorsements or Limitations contained herein shall be interpreted in accordance with the law of England and Wales.
 - b) If any dispute arises in relation to this policy and the *insured* so wishes the parties will try to settle it by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure. To start a mediation a party must serve on the other party an Alternative Dispute Resolution notice (ADR). No later than 28 days after the service of the ADR notice the parties shall start the mediation or if the *company* served the ADR notice the *insured* shall notify the *company* that it does not wish to use mediation. If the dispute cannot be resolved by mediation or the *insured* does not wish to use mediation the dispute shall be referred to arbitration in London by a tribunal of three arbitrators under the provisions (both mandatory and non-mandatory) of the Arbitration Act 1996.
13. *Severability of interest*: The insurance afforded by this policy applies separately to each *insured* and against whom the claim is made or suit is brought, but the inclusion herein of more than one *insured* shall not operate to increase the limits of the *company's* liability beyond those stated in Section 2.
 14. *Subrogation*: In the event of any payment under this policy, the *company* shall be subrogated to all the *insured's* rights of recovery relating to such payment against any person or organisation and the *insureds* shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The *insured* shall do nothing after the loss to prejudice such rights.
All recoveries or payments recovered or received subsequent to a settlement under this policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the *insured* and the *company*.
 15. *Terms of policy conform to statute*: Terms of this policy which are in conflict with the statutes of the State, Province or Territory wherein this policy is issued are hereby amended to conform to such statutes.

Complaints procedure

Our promise to *you* is that we will always be fair and reasonable whenever *you* need the protection of this policy and that we will act quickly to provide that protection. If *you* ever feel that we have not kept our promise, *you* should contact The Operations Manager, AXA Assistance, PO Box 54098, London SW20 8UU. If this does not resolve the matter to *your* satisfaction, *you* may refer the matter to the Managing Director, White Horse Insurance Ireland Limited, 14 Clyde Road, Ballsbridge, Dublin 4, Republic of Ireland.

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

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

Emergency assistance and initial claims notification

For any emergency assistance or advice please call AXA Assistance Ltd.

Any potential claim in respect of either Section(s) 1 or 2 must be reported immediately or at least within 48 hours to:

AXA Assistance Ltd
PO Box 54098
London SW20 8UU

Tel: +44 (0)845 458 9677

Fax: +44 (0)845 458 9644

Email: car.rental@axa-assistance.co.uk

Fully completed claim forms and supporting documentation should be sent to AXA Assistance Ltd.

Compensation

White Horse Insurance Ireland Limited is covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

Data Protection Act

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

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

PURCHASE PROTECTION INSURANCE: Royal & Sun Alliance Insurance plc

The policy has been issued by Royal & Sun Alliance Insurance plc in the United Kingdom.

Coutts Purchase Protection is underwritten by Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL. Authorised and regulated by the Financial Services Authority.

We will provide the cover set out in the policy wording for the period of insurance as set out in the schedule held by Coutts.

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

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

Definitions

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

You and **GillSans Italicr** mean the principal *cardholder* and additional *cardholder* as specified in the Coutts World Card Agreement.

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

Choice of law

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

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

Cover

We will insure items **you** purchase in full with **your** Coutts World Card against accidental damage, loss or theft anywhere in the world for up to 100 days from the date of purchase. Cover is only available to residents of the United Kingdom, Channel Islands and the Isle of Man.

Limit of cover

£25,000 in any 12 consecutive month period in respect of any one Coutts World account, £25,000 for any one item.

What is not covered

- Any amount covered under any other insurance policy, guarantee or other agreement.
- Any amount not covered under any other insurance policy due to the application of an excess, where the excess is £100 or less.
- The first £50 of any claim.
- Travellers cheques, cash or any other financial documents, entitling the holder to payment, tickets of any kind, buildings, food, beverages, fuel, animals, living plants or perishable goods.
- Motor vehicles, mechanically propelled or assisted vehicles, caravans, trailers, aircraft, gliders and hang-gliders, hovercraft, sailboards, surfboards, jetskis or boats and other mechanically propelled or assisted watercraft, or parts or accessories for any of them.
- Trade or business purchases.
- Household improvements of a structural nature.
- Sports equipment whilst in use.

- The following items will not be covered for loss, theft or damage in transit unless they are carried in hand or are under the personal supervision of the insured: computer equipment, jewellery, audio, photographic or video equipment, furs, precious stones, watches, gold, silver or other precious metal articles, medals, coin or stamp collections.
- Items purchased for, or gifted to and in the possession of any person other than a member of **your** household.
- Any purchases delivered to **you** by courier or posted to **you** until the goods are received, checked for damage by **you**, and accepted at **your** address.
- Wear and tear, damage by moths, vermin, or atmospheric conditions.
- Inherent product defects, electrical and mechanical failure, or failure to operate any item in accordance with the manufacturer's instructions.
- Detention or confiscation by Customs or other official bodies.
- Any goods that have had attempted repair or cleaning since purchase.
- Any loss or damage caused by any sort of war, invasion or revolution.
- Any loss or damage resulting from radiation and radioactive contamination, or any related event.
- Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:
 - a sudden unexpected incident, or
 - oil or water escaping from a fixed oil or fixed water installation, and which was not the result of an intentional act, and which occurs during any insurance period.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

- Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. (For the purposes of this exclusion 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear).

General conditions

- If **you** do not observe the terms and conditions of this policy, **we** shall not be liable for any claim made by **you** if **your** failure to observe those terms and conditions is connected in any way with the circumstances of **your** claim.
- **You** must be a Coutts World cardholder at the time **you** make a claim.
- **You** cannot make a claim if **your** rights under the Coutts World Card

conditions of use have been terminated or **your** Coutts World Card has been withdrawn or suspended.

- **You** must provide **us** at **your** own expense, with such information and assistance as **we** reasonably require.
- **You** must take all reasonable steps to prevent loss or damage to any item covered by this insurance.

How to claim

In the event of a claim **you** should call Coutts Card Services on 020 7309 0045 (within UK) or +44 20 7309 0045 (outside UK). If an item is lost, damaged or stolen **you** must ask for a claim form and return it to RSA within 45 days of the incident.

You will be required to supply proof of purchase/card usage as part of the claims process.

Claims conditions

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

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

Any claim will be settled on the following basis:

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

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

Fraud

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

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

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

Data Protection Notice

Please read the following carefully as it contains important information relating to the details that **you** have given **us**. **You** should show this notice to any other party related to this insurance. **We** are required to send **you** this information to comply with current Data Protection legislation. It explains how **we** may use **your** details and tells **you** about the systems **we** have in place that allow **us** to detect and prevent fraudulent applications and claims. The savings that **we** make help **us** to keep premiums and products competitive.

Data Protection Act 1998

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

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

Fraud Prevention, Detection and Claims History

- If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.
- Law enforcement agencies may access and use this information.
- **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
 - Checking details on applications for credit and credit related or other facilities
 - Managing credit and credit related accounts or facilities
 - Recovering debt
 - Checking details on proposals and claims for all types of insurance
 - Checking details of job applicants and employees
- Please contact the Data Protection Liaison Officer at the address below if **you** want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Sharing information

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

You can ask **us** for more information about this.

You should show this notice to anyone who has an interest in property insured under the policy.

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

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

Complaints procedure

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

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

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

We promise to:

- investigate **your** complaint fully
- keep **you** informed of progress
- do everything possible to resolve **your** complaint

- learn from **our** mistakes, and
- use the information from **your** complaint proactively to improve **our** service in the future.

We aim to address **your** concerns within 24 hours. Experience tells **us** that most difficulties can be resolved within this time.

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

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

How to contact us

Customer relations can be contacted by:

Telephone: 0800 107 6160

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

Fax: 01422 325146

Email: crt.halifax@uk.rsagroup.com

If you are still not happy

Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service.

If **you** are still not satisfied after the review, or **you** have not received a written offer of resolution within eight weeks of the date **we** received **your** complaint, **you** can refer **your** complaint to the Financial Ombudsman Service.

They can be contacted at:
 Financial Ombudsman Service
 South Quay Plaza
 183 Marsh Wall
 London E14 9SR

Telephone: 0845 080 1800

Email: enquiries@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

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

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

Thank you for your feedback

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

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

Compensation

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

SENTINEL® CARD PROTECTION TERMS AND CONDITIONS: Sentinel® Card Protection & Allianz Insurance plc

This policy is made up of two parts - *your* schedule (sent to *you* by Sentinel®) and this policy wording. Please keep *your* schedule and this wording together and in a safe place.

You are entering into two contracts:

- a) The first is with Allianz Insurance plc, who underwrite the insured elements of *your* policy.
- b) The second is with Sentinel® Card Protection (SCP) who administer the service elements of this product.

The cover provided by this policy begins as soon as the *cardholder* receives their Coutts World Card. Cover continues automatically as long as the *cardholder* remain a Coutts World cardholder and the insurance continues to be placed with Affinion International Limited by Coutts and with Allianz Insurance plc by Affinion International Limited.

This insurance only applies to residents of the UK. The insurance is automatically cancelled if *you* move outside the UK.

Definitions

When a word has a special meaning, it will be shown in *italic* type and will have the same meaning wherever it appears.

Advance(s) means a payment made by *SCP* to a *cardholder*, in connection with an *incident*.

SCP means Sentinel® Card Protection and is a registered trademark and trading name of Affinion International Limited, Registered in England No. 1008797. Registered office: Charter Court, 50 Windsor Road, Slough, Berkshire SL1 2EJ, United Kingdom. Affinion International Limited is authorised and regulated by the Financial Services Authority in respect of insurance mediation activities only. Our authorisation can be confirmed by calling the FSA on 0845 606 1234 or by visiting www.fsa.gov.uk/pages/register. Our FSA registration number is 311584.

Cardholder(s) means the persons, including the *policyholder*, registered with *SCP* who permanently reside at the *policyholder's* permanent UK home address.

Communication costs means the costs which a *cardholder* necessarily incurs and has to pay in respect of telephone calls, faxes or similar types of communication in relation to an *incident* or retrieval of lost or stolen luggage or keys.

Incident means an event or series of connected events, which result in the loss or theft of a *cardholder's* registered *card(s)*.

Our/us/we means Allianz Insurance plc, Registered in England No. 84638. Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Branch address: Allianz Insurance plc, PO Box 589, Great West House (GW2), Great West Road, Brentford TW8 1AH. Allianz Insurance plc is authorised and regulated by the Financial Services Authority (FSA). Our authorisation can be confirmed by calling the FSA on 0845 606 1234 or by visiting www.fsa.gov.uk/pages/register. Our FSA registration number is 121849. (ACSI567/1 04. 10)

You/your means the *policyholder*.

Personal money means cash owned by and used solely for a *cardholder's* personal use.

Registered card(s) means the credit and debit cards, including Post Office™ card accounts, charge cards, store cards and other similar payment cards, which a *cardholder* has registered with SCP. Membership and loyalty cards can also be registered and reported lost but SCP will not be able to inform the issuing company of *your* change of address, or treat the loss or theft of this card as an *incident*.

Policyholder means the principal *cardholder* of the Coutts World Card account.

Policy period means the period in which *you* are entitled to the insurance and services. This is shown on *your* schedule. It also includes any further period, which *you* may pay for or agree to pay for and for which SCP agrees to accept *your* application.

UK means the United Kingdom, Channel Islands and the Isle of Man.

Part A – The insurance cover provided by Allianz Insurance plc

This policy is based on information *you* supplied on *your* application form, or over the telephone, and on information subsequently provided.

You must comply with all of the terms and conditions set out in the policy. If *you* do not, we may turn down a claim or cancel *your* cover.

The following conditions must be met:

- All *cardholders* must take all reasonable steps to avoid anything which may result in a claim under this policy.
- All *cardholders* must comply with the conditions of issue as stated by the issuing card company.
- Personal Identification Numbers (PINs) must not be kept with the *registered cards*, disclosed or made known to anyone other than an authorised user.

Cover following an incident

This part of the policy sets out the insurance cover provided following an *incident*.

Part A – Section 1 Unauthorised and fraudulent use

What is covered

Unauthorised and fraudulent use of *registered cards* for which the *cardholder* is legally responsible.

The limits

Up to a total of:

- (i) £1,500 per *incident* for losses which occur before a *cardholder* reports the *incident* to SCP.
- (ii) £75,000 per *incident* for losses that occur after a *cardholder* has told SCP that an *incident* has happened.
- (iii) £1,000,000 per policy in total for all *incidents* during any 12-month period.

What is not covered

- Losses incurred if the *incident* is not reported to the police and SCP within 24 hours of its discovery.
- A *cardholder* using a *registered card* in a way which is not authorised by the card issuer.
- More than £75,000 for any one *incident*.
- Loss due to fraudulent use by *you* or a *cardholder*, including disclosing the Personal Identification Number (PIN) to anyone, or keeping it, even in a coded format, with the *registered card*.

Part A – Section 2 Communication costs

What is covered

Communication costs when notifying SCP of an *incident*.

The limits

Up to a total of £100 per *incident*.

Part A – Section 3 Personal money

What is covered

Personal money lost or stolen in an *incident* whilst travelling outside of the UK.

The limits

Up to £200 per *incident* and in total for all *incidents* during any 12-month period.

What is not covered

Any *personal money* not reported lost at the same time as reporting the *incident*.

Part A – Section 4 Replacement costs

What is covered

Costs for replacing *your* or a *cardholder's* handbag, wallet, purse and/or briefcase containing the *registered cards* lost in an *incident*.

The limits

Up to £100 per policy during any 12-month period. A £15 excess per *incident* applies.

What is not covered

- Claims which do not include the necessary documentation.
- Loss or theft of the handbag, wallet, purse and/or briefcase which has not been reported to the police at the same time as reporting the *incident*.

Part B – The services provided by SCP

This policy is based on information *you* supplied on *your* application form, or over the telephone, and on information subsequently provided.

Scope of service following an incident

This part of the policy sets out the services which are available to a *cardholder* in the event of an *incident*.

Part B – Section 1 Emergency advance

What is covered

An emergency cash *advance* available whilst stranded away from the *policyholder's* permanent place of residence, subject to status and availability.

The limits

Up to £1,000 per *incident*, limited to one request per *incident*. The minimum value for a *UK* cash advance is £100.

What is not covered

- Entitlement to an *advance* if the conditions relating to *advances* are not complied with. See 'Advances'.
- Entitlement to an *advance* in the *UK* if the *cardholder* is stranded within a 50 mile radius of the address registered with *SCP*.
- Entitlement to an *advance* if the incident is not reported to the police.

Part B – Section 2 Emergency advance for replacement tickets

What is covered

An emergency *advance* to pay for replacement travel tickets, whilst stranded away from the *UK*, subject to status and availability.

The limits

Up to £3,000 per *incident*, limited to one request per *incident*.

What is not covered

An *advance* for tickets of travelling companions who are not *cardholders* or *cardholders'* dependent children.

Part B – Section 3 Emergency advance for hotel bills

What is covered

An emergency *advance* to pay for hotel bills or other accommodation charges whilst stranded away from the UK, subject to status and availability.

The limits

Up to £3,000 per *incident*, limited to one request per *incident*.

What is not covered

An *advance* for hotel bills and accommodation charges of travelling companions who are not *cardholders* or *cardholders'* dependent children.

Part B – Section 4 Emergency advance for transport

What is covered

An emergency cash *advance* available whilst stranded away from the UK, to pay for transport charges that have to be paid to complete the journey. *Advances* are subject to status and availability.

The limits

Up to £750 per *incident*, limited to one request per *incident*.

What is not covered

An *advance* for additional transport charges of travelling companions who are not *cardholders* or *cardholders'* dependent children.

Advances

Advances will only be made to a *cardholder* when a *cardholder* has no other means of paying for services or obtaining cash following an *incident*.

The *advance* is made on the basis that the *cardholder* agrees to repay the *advance* to SCP within one calendar month. SCP may refuse to provide an *advance* to the *cardholder* if there is reason to believe that the *cardholder* may not be able to repay the *advance* within one calendar month.

You should be aware that if a *cardholder* does not repay the *advance* in full you are liable for the repayment of the *advance* in full.

How to make a claim for emergency advances

In order to collect the money transfer the *cardholder* will need to comply with such terms and conditions and procedures of the Western Union Money Transfer Service as are applicable at the relevant time. Copies of the relevant terms and conditions are available on the reverse of the To Receive Money form, which the *cardholder* will need to complete when seeking to collect the money transfer. Please note that Western Union and its agents reserve the right not to process or pay any money transfer if they think it may violate any applicable law or Western Union policy or procedure.

Cardholders will be advised by Western Union of the details required to complete the To Receive Money form and the necessity for the *cardholder* to provide satisfactory evidence of their identity. Typically, the information required will include that detailed below. However, please note that the information provided below is only a guideline and *cardholders* will need to check and comply with the relevant Western Union requirements and procedures applicable at the relevant time.

Subject to Western Union's current terms and conditions *cardholders* will need to confirm:

- their full name and current/permanent address in the UK
- the full name of the sender of the money transfer eg, Affinion International, Hampshire, UK
- the originating country of the transaction eg, Ireland
- the approximate amount of the money transfer
- satisfactory documentary evidence of identity as determined by Western Union. Western Union will advise *cardholders* which forms of identification will be acceptable.

If a *cardholder* has no identification due to it being lost or stolen they can collect a money transfer by providing a police report, not more than one month old, stating the identification that had been lost or stolen. The maximum amount that a *cardholder* would be able to receive in such circumstances would be £350.

Benefits regardless of suffering an incident

This part of the policy sets out the benefits provided whether a *cardholder* has suffered an *incident* or not.

- *Communication costs* a *cardholder* has incurred in looking for or getting back lost or stolen keys up to £50 per claim, limited to one claim during any 12-month period.
- *Communication costs* a *cardholder* has incurred in looking for or getting back lost or stolen luggage up to £100 per claim, limited to one claim during any 12-month period.
- The costs that a *cardholder* incurs in obtaining temporary travel documentation if a *cardholder's* passport is lost or stolen whilst travelling outside of the UK, up to a total of £100 per claim, limited to one claim during any 12-month period.
- *Communication costs* that are incurred in locating medical assistance, up to a total of £100 per claim.
- *Communication costs* which a *cardholder* has incurred in:
 - (i) getting documents back
 - (ii) assisting the police with their enquiries
 - (iii) making a claim on any personal insurance policy the *cardholder* has which provides cover for loss or theft, in respect of documents registered with SCP, up to a total of £100 per claim.

What is not provided

- Any costs that are not directly related to communication.
- The cost incurred in replacing any passport.
- Any costs incurred which have not been pre-authorised by SCP.
- Documents not registered with SCP.

Communication costs

Any claim for telecommunication costs must be supported by reasonable evidence (showing the telephone number of SCP where appropriate) eg, telephone, telex/fax bills. Claims for postage must be supported by postal receipts.

Additional information

Your schedule and covering letter

Your schedule contains important details including:

- details of the *registered cards*
- details of the *cardholders*.

When you receive your schedule, you should check that the details are correct and that the *registered card* numbers are valid.

Keeping details up to date and changing address

To ensure that you receive the full benefits provided by this product, you must keep SCP informed of any changes, additions or deletions to your *registered cards*, as only *registered cards* are insured under the policy. You must inform SCP of any change to your permanent address. Only the *policyholder* and *cardholders* at the new address will be covered under this policy and be entitled to receive the services. You must inform SCP of any *cardholders* who no longer reside at your permanent address. *Cardholders* who no longer live with the *policyholder* will need to apply for a new policy if they wish their cover to continue.

SCP will inform your issuing card company of your new address upon request. SCP will ask you to provide the security details you have registered in order to verify your identity. If SCP is not able to verify your identity, SCP reserves the right to ask for further proof of identity or refuse your request. Please note that SCP will require at least three weeks' notice and does not accept any liability for the issuing card company's non-receipt of or non-action on notification.

Security

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

Notice to customers

You are advised that any telephone calls made to both SCP and our administration and claims handling units may be recorded. These recordings may be used to monitor the accuracy of information exchanged between SCP customers, and our own staff. They may also be used to allow additional training to be provided to both SCP and our own staff or to prove that SCP and our own procedures comply with legal requirements. The staff are aware that conversations are monitored and recorded.

General exclusions

These exclusions apply to the policy and the services. Neither *SCP* nor we will pay for losses arising from:

- war, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), riot, strike, civil commotion, civil war, rebellion, revolution, insurrection or military or usurped power.

Fraud

- If the insured or anyone acting on behalf of the insured makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this policy shall be void and the insured will forfeit all rights under the policy. In such circumstances, we retain the right to recover any sums paid by way of benefit under the policy. If we receive a claim under *your* policy we may ask *you* or any person covered under the policy to give written consent, during the claims process, for *us* to obtain specified information and material from the police and to exchange information and material with them. The purpose of these measures is to help *us* verify claims and to guard against fraud. If *you* or a covered person gives such consent *you* or the covered person will be given the opportunity to receive a copy of the information and material the police release to *us*. Should *you* or any covered person decline to give such consent we may in turn decline to settle the claim without the required information and material. We will not normally release information or material about a covered person to *you* without their consent.

Data Protection Act

The details *you* and/or a *cardholder* supply will be stored and used by *SCP* and *us* to administer *your* product. *Your* personal details may be transferred outside of the EU. They will at all times be held securely and handled with the utmost care in accordance with all the principles of English Law. We may exchange *your* details with other insurers through various databases to help *us* check information and also to prevent fraudulent claims. Information may be disclosed to regulatory bodies and/or *your* bank or card issuer. *Your* details will not be kept for longer than necessary.

Your right to cancel

You may cancel this policy at any time in writing or by telephone. The address and telephone number are shown on the covering letter of *your* schedule.

As Coutts does not charge a separate premium for this insurance *you* will not receive a refund should *you* wish to cancel. If *you* do not cancel, *your* policy will automatically renew.

We or SCP may cancel the policy by giving you 30 days' notice in writing.

This insurance is automatically cancelled without notice if:

- you submit a claim knowing it to be false, fraudulent or a misrepresentation
- you are no longer entitled to this product
- you no longer hold a qualifying account if it is offered as a benefit of account holding
- you live outside of the UK.

This product may only be altered, varied or its conditions relaxed by SCP, giving you 30 days' notice in writing.

What to do in the event of a claim

If the *cardholder* discovers that anything covered by the policy has been lost or stolen, the *cardholder* should contact SCP immediately and in any event within 24 hours of discovery at Sentinel House, Airspeed Road, Portsmouth, Hampshire PO3 5RF. Tel: 0800 414 717. The *cardholder* must also report it to the police within 24 hours of discovering the loss and obtain a report from the police confirming the loss. Details including the crime reference number and the address and telephone number of the police station will be required to make a claim. If you make a claim under the insurance cover, in dealing with the claim SCP will be acting on behalf of Allianz Insurance plc. In all other cases, SCP will act on your behalf.

Any *personal money* lost and/or handbag, purse, wallet and/or briefcase lost must be reported at the same time as reporting the *incident*. A claim form will be sent to the *cardholder* and should be returned within 60 days of the *incident*. Claim forms must be returned with official documentation to prove prior possession of the money lost eg, bank/building society statement.

For handbags, wallets, purses and/or briefcases, the *cardholder* will need to supply:

- a description of the item(s)
- the receipt(s) for the replacement item(s)
- the police report detailing the item(s) lost.

The *cardholder* must give SCP all the information they are able to if SCP asks.

If the *cardholder* makes a claim under the policy for something which is also covered by any other insurance policy, the *cardholder* must provide SCP with full details of the other insurance policy. We will only pay for *our* share of any claim.

We have the right, if we choose, in the *cardholder's* name but at *our* expense to:

- (i) start legal action to get compensation from anyone else, and
- (ii) start legal action to get back from anyone else any payments that have already been made.

The *cardholder* must:

- provide us with all reasonable help to take legal action against anyone if we ask
- not settle, reject or negotiate any claim without *our* written permission.

Choice of law

Unless we agree otherwise:

- a) the language of the policy and all communications relating to it will be English, and
- b) all aspects of the policy, including negotiation and performance, are subject to English law and the decision of English courts.

Fraudulent use claims

In the event of fraudulent use, the *cardholder* should take the following additional steps:

1. identify the suspected fraudulent charges on their *registered card* statement
2. send the statement to the fraud department of the issuing card company concerned, requesting that the suspected fraudulent charges be removed
3. should the card company be unable to remove the suspected fraudulent charges, the *cardholder* should obtain a letter from them which confirms the date, times and amount of the suspected fraudulent charges and an explanation of why they cannot be removed
4. attach the letter to the police report, along with any other evidence which can be supplied and send it by registered post to SCP.

Rates of exchange

If a loss arises under this product and such loss is incurred in a currency other than sterling, then the *cardholder* should be reimbursed at the rate of exchange prevailing at the date that the claim was notified to SCP.

How to make a complaint regarding the services provided by SCP

If you have a complaint about the service elements of this product, please contact SCP on 0800 414 717 or write to: The Customer Relations Manager, Sentinel® Card Protection, Sentinel House, Airspeed Road, Portsmouth, Hampshire P03 5RF quoting your policy number.

SCP will always respond to any written complaints within two working days and do their best to resolve the problem within 28 days. SCP will acknowledge and do their best to resolve all telephone complaints at the time of calling, otherwise within three weeks. If SCP cannot respond within these timescales they will let you know when an answer may be expected.

If SCP are unable to resolve your complaint within eight weeks from when you first contacted them or, you remain dissatisfied with the final response, then you may refer the matter to the Financial Ombudsman Service for an independent review of your complaint. Their contact details are: Insurance Division, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0845 080 1800. Website: www.financial-ombudsman.org.uk.

How to make a complaint regarding the insurance provided by Allianz Insurance plc

Our aim is to get it right, first time every time. If we make a mistake we will try to put it right promptly. We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not sorted out the situation within eight weeks we will provide you with information about the Financial Ombudsman Service.

Please contact us at:

Customer Satisfaction Manager,
Allianz Schemes,
PO Box 589,
GW2 Great West House,
Great West Road,
Brentford
TW8 1AH
Telephone: 01483 260758
Email: schemescsm@allianz.co.uk

Using the complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

Financial Services Compensation Scheme

If Allianz is unable to meet its liabilities *you* may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 892 7300.

Copies of this document are available in Braille, audio cassette or large print on request.

Calls may be recorded.

Coutts & Co is authorised and regulated by the Financial Services Authority
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