

Black Account Benefit Terms

Private

Contents

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

Section 1: Black Account Travel Benefits

- 04** Black Account Worldwide Airport Lounge Access Terms
- 10** Black Account Travel Service Terms
- 27** Black Account Travel Money Terms

Section 2: Black Account Protection Benefits

- 31** Black Account Home Emergency Service Terms
- 41** Black Account Mobile Phone Insurance Terms
- 51** Black Account European Car Breakdown Cover Terms

Section 3: Black Account Leisure Benefits

- 76** Black Account Ticket Service Terms
- 80** Black Account Lifestyle Management and Concierge Service Terms

Section 1: Black Account Travel Benefit Terms

- 04 Black Account Worldwide Airport Lounge Access Terms
- 10 Black Account Travel Service Terms
- 27 Black Account Travel Money Terms

Black Account Worldwide Airport Lounge Access Terms

Introduction

- (a) The terms of use below ("**Terms**") apply to the Royal Bank of Scotland Black Account Worldwide Airport Lounge Access Service ("**Priority Pass Service**"), provided by Priority Pass Limited (a company registered in England and Wales with company no. 02728518 and whose registered address is at Cutlers Exchange, 123 Houndsditch, London EC3A 7BU) ("**Priority Pass**").
- (b) You are eligible to use the Priority Pass Service because you are a Black account holder. If your Black account is closed, you will not be entitled to use the Priority Pass Service and your Priority Pass card will be cancelled.
- (c) The Priority Pass Service is an airport lounge access service that aims to make your travel more convenient and comfortable. Complimentary airport lounge access is provided to you at selected airport lounges around the world by way of a Priority Pass card. You may bring guests into those airport lounges with you for an additional fee.

Priority Pass Service

- 1. As a Black account holder, you will be automatically registered for the Priority Pass Service, and you will be sent a Priority Pass card.
- 2. You can use the Priority Pass Service at any time, once you have received your Priority Pass card and whilst it remains valid.
- 3. Priority Pass will automatically send you a new Priority Pass card when your existing Priority Pass card is due to expire, provided that you still hold a Black account which entitles you to use the Priority Pass Service.
- 4. If your Black account is closed, the Priority Pass card shall be invalid effective from the date of closure. You shall be liable for any lounge visits made by you or any accompanying guest using an invalid card.

Terms of Use

Priority Pass card

- 1. By using a Priority Pass card, you agree to and accept these Terms. These Terms will prevail over any other terms and conditions provided to you in relation to use of the Priority Pass Service.
- 2. The Priority Pass card is not transferable and is only valid up to its date of expiry and when it has been signed by you. The card may not be used by any person other than the named cardholder and only one Priority Pass card may be used for each lounge visit. Admittance to a lounge is conditional upon presentation of a valid Priority Pass card. Payment cards will not be accepted as substitutes for the Priority Pass card.

3. Each joint holder of a Black account will receive a separate Priority Pass card. If more than one joint holder of a Black account is using a lounge at the same time, each cardholder must use his own Priority Pass card for admittance to the lounge.
4. The Priority Pass card is not a payment card nor is it proof of creditworthiness and attempts to use it as such could constitute fraud.

Lounge visits (including guest visits)

5. As a holder of a Black account, your access to lounges in the Priority Pass Service shall be free of charge, however any visits by guests will be subject to a fee of £15. Such fees for guest visits shall be charged to your Black account.
6. If any person visiting a lounge with you has their own Priority Pass card, they must present their valid Priority Pass card in order to prevent them being treated as a guest. If they do not present their valid Priority Pass card, you will be subject to the £15 guest fee which will be charged to your Black account.
7. When presenting the Priority Pass card on entering the lounge, lounge staff will either electronically scan or take an imprint of the card and issue a 'Record of Visit' voucher or receipt or make a log entry. You must sign the 'Record of Visit' voucher or receipt, or sign the electronic reader (as applicable), which will also reflect the exact number of accompanying guests, if any, but does not show any per person per visit charge. The charge per visit for any guests will be based on the 'Record of Visit' voucher/receipt/log submitted by the lounge operator. You are responsible for ensuring the 'Record of Visit' voucher/receipt/log correctly reflects your own usage and that of any guests at the time of using the lounge, and where applicable you are responsible for retaining your copy of the 'Record of Visit' voucher or receipt.
8. Access to the lounges for children and the fees for such visits varies across the lounges and you are advised to check the individual lounge description before travelling.
9. You are responsible for checking whether a lounge is part of the Priority Pass Service before travelling. You may check lounge participation using the lounge listing on membershipsbenefits.rbs.co.uk or by calling 0345 266 8801.
10. All participating lounges are owned and operated by third party organisations. You and any accompanying guests must abide by the rules and policies of each participating lounge and you accept that signing in to a lounge does not guarantee continued access. You accept that the Priority Pass group of companies has no control over the lounge operator's decision whether to

admit any cardholder, the number of people allowed in any lounge at any time, facilities offered, the opening/closing times, the length of time which you may spend in the lounge and any charges payable for extended lounge visits or the personnel employed by the lounges. Priority Pass will use reasonable endeavours to ensure the benefits and facilities are available as advertised, but you accept that the Priority Pass group of companies does not guarantee in any way that all or any of the benefits and facilities will be available at the time of your visit.

11. Participating lounges have no obligation to announce flights and it is your responsibility to check your flight details frequently. It is your responsibility to check the relevant entry requirements for any country being visited and to have the correct travel documentation for the journey.
12. The provision of free alcoholic drinks (where local law permits) is at the discretion of each lounge operator and in some cases may be limited or unavailable. In such cases you are responsible for paying any charges for additional consumption direct to the lounge staff. (See individual lounge descriptions for details.)
13. Telephone and Wi-Fi facilities (where available) vary from lounge to lounge and are provided at the lounge operator's discretion. Free usage of telephone facilities is normally limited to local calls only. Charges for any other lounge facilities are at the discretion of each lounge operator and you are responsible for paying these direct to the lounge staff.
14. Admittance to lounges is strictly subject to you and any guests being in possession of a valid flight ticket and travel documents for the same day of travel (as required in the relevant country of travel). Please note some lounges in Europe are located within designated Schengen areas of the airport which means that access is only provided to these lounges if cardholders are travelling between Schengen countries (an up to date list of Schengen countries is detailed at http://ec.europa.eu/dgs/home-affairs/what-we-do/policies/borders-and-visas/schengen/index_en.htm.)
15. Admittance to lounges is subject to you and any guests (including children) behaving and dressing in accordance with the relevant lounge terms and conditions and any person not complying with such terms and conditions may be asked to vacate the lounge facilities.

General

16. Lost, stolen or damaged Priority Pass cards are to be notified as soon as reasonably possible to Priority Pass by calling 0345 266 8801. Priority Pass shall be responsible for providing a replacement Priority Pass card.

17. The Priority Pass group of companies reserves the right at any time in its sole discretion and without notice or further communication to revoke membership to the Priority Pass Service if you materially breach these Terms or (in a lounge operator's sole discretion) if you breach any lounge conditions.
18. To the fullest extent allowed by law, the Priority Pass group of companies accepts no responsibility for your actions or your belongings when using any participating lounge and shall not be liable for any loss suffered by you and any guests as a result of you failing to comply with these Terms or any lounge conditions. The Priority Pass group of companies shall not be held responsible for any disputes or claims that may occur between you and/or any guests and a lounge operator. All such disputes must be settled directly with the relevant lounge, and Priority Pass shall not be liable for any costs, damages, losses or expenses related to such disputes.
19. You agree that you will defend and hold harmless the Priority Pass group of companies, its directors, officers, employees and agents from all liabilities, damages, losses, claims, suits, judgments, costs and expenses (including reasonable legal fees) for injury to or death of any person or damage to or destruction of any property arising out of the use of any lounge by you or any other person accompanying you, except in the event of acts of gross negligence or wilful misconduct by the Priority Pass group of companies, its directors, officers, employees and agents.

Your information

20. Priority Pass will process any personal data which we collect from you to the extent needed to provide the Priority Pass Service. Priority Pass will use information held about you in the following ways:
 - a. to provide the Priority Pass Service to you;
 - b. to provide the Priority Pass Service to our clients where this requires processing user data on their behalf;
 - c. to improve the Priority Pass Service, including without limitation to dealing with your queries and notifying you of any proposed or actual changes to the website;
 - d. to improve our services, including without limitation to dealing with your queries and notifying you of any proposed or actual changes to our service provision;
 - e. to compile and provide anonymous statistics about our customers and provide related usage information to reputable third parties, which will not in any event enable any third party to identify individuals;

- f. to compile and provide anonymous statistics about our clients or indirect users of our services and provide related usage information to reputable third parties, which will not in any event enable any third party to identify individuals;
 - g. to manage our relationship with you or our clients; and
 - h. to facilitate our internal business operations, including but not limited to fulfilling any legal requirements.
21. Priority Pass may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006. Priority Pass may disclose your personal information to third parties:
- a. to the extent needed to provide the Priority Pass Service to you;
 - b. in the event that Priority Pass sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets;
 - c. if Priority Pass or substantially all of Priority Pass' assets are acquired by a third party, in which case personal data held by us about our customers will be one of the transferred assets; and
 - d. if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements, or to protect the rights, property, or safety of Priority Pass, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.
22. By using the Priority Pass Service, you consent to the information you provide to Priority Pass being shared with members of The Royal Bank of Scotland Group.

How to make a complaint

23. The Priority Pass group of companies is constantly trying to improve the services it provides. If you have any concerns or complaints please contact Priority Pass. Priority Pass may monitor telephone calls to maintain and enhance its services. All complaints relating to any lounge visit should be made within six months of the relevant lounge visit.
24. To make a complaint you can:
- a. call us on 0345 266 8801;
 - b. write to us at Priority Pass, PO Box 120, Croydon CR9 4NU, England.

25. Priority Pass will try to answer your query within five working days of receipt. If we are not able to respond to your complaint within five working days, we will send you an acknowledgement letter to keep you informed of the progress we are making.

Changes to these Terms

26. Priority Pass reserves the right to make reasonable changes to these Terms, including changes to lounge visit charges. Any changes shall be notified to you by Royal Bank of Scotland at least 30 days before they come into effect.

The law that applies

27. To the extent permissible by local law or regulation these Terms shall be governed by and construed in accordance with English law and Priority Pass and you submit to the non-exclusive jurisdiction of English courts to resolve any disputes that arise out of them.
28. If any provision of these Terms is declared void, that provision shall be removed and the remaining provisions of these Terms shall continue to be effective.

Black Account Travel Service Terms

Introduction

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

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

(as further described below and on the website at membershipbenefits.rbs.co.uk)

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

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

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

Depending on the travel product(s) you book, your contract will either be with us, or with the tour operator, airline or travel company which supplies the service (“**the supplier**”). When you book a package holiday or other service(s) which we provide as principal, your contract will be with us and the section of these Terms headed ‘WHERE WE ACT AS PRINCIPAL’ will apply. When you make a booking with a supplier, we act only as agent and your contract will be with the supplier. The section of these Terms headed ‘WHERE WE ACT AS AGENT’ will apply. We will tell you at the time of booking whether we act as agent or principal. These Terms apply to all bookings made via the Black Account Travel Service (including those where we act as agent) unless otherwise indicated. **Where your contract is with a supplier, your booking will also be subject to the supplier’s terms and conditions and/or conditions of carriage which can be obtained from us and will be provided to you with your booking confirmation.**

You should make sure you read these Terms and keep a copy for future reference.

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

1. Eligibility

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

2. Black Account Travel Service

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

- 10% discount off the published base price available via the Black Account Travel Service on all available travel products.
- A complimentary car hire upgrade, in addition to the above 10% discount, if you hire a car through the Black Account Travel Service, subject to availability.

3. Travel bookings

- 3.1. Bookings can only be made:
 - **by telephone** through Membership Services on 0345 266 8801 between the hours of
 - 08:00 – 20:30 Monday – Friday
 - 08:00 – 18:00 Saturday, Sunday and Public Holidays
 - Closed on 25 December

The maximum call charge from a BT landline is 3 pence per minute.
Call charges may vary from other networks.

or

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

- 3.2. For the majority of bookings, availability will be confirmed immediately. For any unusual or special requests, we may need to check availability and will call you back as soon as possible but always within 1 working day.
- 3.3. If you do make a booking through the Black Account Travel Service, it will be subject to further terms and conditions (some of which may limit or exclude liability), including the cancellation charges of the individual tour/airline operator with whom your booking is made. These terms and conditions can normally be accessed online by visiting the website of the relevant supplier and they will be forwarded to you with your booking confirmation and invoice. Alternatively, you may call us to request a copy at any time by telephoning Membership Services on 0345 266 8801 during our opening hours. Calls will be recorded for staff training and quality control purposes.
- 3.4. When you make a booking with us you must be at least 18 years of age at the time of booking, and have the authority and permission to book on behalf of all others in your party where you are booking on behalf of a group. You confirm that you have the authority to accept, and do accept, on behalf of your party these Terms, together with any terms and conditions of other suppliers or conditions of carriage that may apply, which constitute the entire agreement between us.
- 3.5. We will only deal with the lead booking name in all subsequent correspondence and dealings, and this means that you are responsible for making all payments due, ensuring the accuracy of all personal details and other information supplied in respect of yourself and your party, notifying us of any changes, amendments or cancellations and for receiving correspondence and keeping your party informed about the booking and any changes to it.

4. Travel booking exclusions

- 4.1. Certain bookings cannot be made through the Black Account Travel Insurance Service as they cannot be made through a travel agency. This includes, but is not limited to:
 - 'Direct sell' tour operators (e.g. Trailfinders, E-Bookers, Center Parcs).
 - Non-UK based low cost airlines and Ryanair.
 - Car hire bookings of longer than 28 days.
 - Tickets for certain ferry journeys.
 - Accommodation such as:
 - Caravans and selected camp-sites.
 - Rental properties (such as privately owned apartments, flats, etc.), unless able to be booked with a tour operator.

- Non-sleeping rooms (such as conference or meeting rooms).
- Health spas and health farms which do not accept bookings through travel agencies.
- Hotels which do not accept bookings through travel agencies.
- Rooms which are part of a block held by another company for conventions, special groups and/or incentive programmes.
- Rooms held by companies on a semi-permanent basis for use by their employees.

4.2. We have an American holding company with American shareholders and are therefore subject to US regulations. Currently, US regulations prevent us from arranging travel into Cuba, North Korea, Sudan, Syria and Iran, and this will continue to apply unless the regulations are lifted. This list may change and we will let you know if that is the case before making a booking.

5. Travel discount exclusions

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

- 5.1. Bookings for Black account holders' relatives, friends, associates or others, unless the Black account holder is a member of the travelling party.
- 5.2. Ski packs, fuel supplements, airport passenger duty, low cost flights and any services booked or purchased whilst at the holiday resort.
- 5.3. Tour operator funded loyalty discounts (e.g. P&O's Peninsular Club).
- 5.4. Tour operator direct promotions (e.g. Sandals2for1), which cannot be booked through a travel agency.
- 5.5. Any price that you may be able to obtain directly from a tour operator or other supplier (e.g. an airline, hotel, car hire company, airport parking company or other travel company).
- 5.6. Any amount in excess of the published base price of the eligible travel, including:
 - (a) Surcharges, taxes, supplements, excess baggage charges, pre-paid ticket charges, insurance, flight/room/board upgrades, in-flight meals, transfers, excursions, extra leg room, children's club.
 - (b) Optional products or services not booked through the Black Account Travel Service for example upgrades.

6. Special requests and medical problems

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

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

7. Passports, visas and health requirements

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

8. Data protection

For the purposes of the Data Protection Act 1998, we are a data controller. Your details will not be used for any purpose other than to fulfil our obligations under the Black Account Travel Service. By making a booking, you consent to your booking data being processed and stored outside of the EEA (including to the USA) for the purpose of providing the travel and related services. We shall process any personal data you provide to us for the purpose of providing you with the products and services you have requested, in accordance with all relevant data protection laws. In making this booking, you consent to us using your personal data in this way. We shall be entitled to disclose your data where we are required to do so by law and to any associated

companies and third parties (including, but not necessarily limited to, airlines, insurance companies, car hire companies, ferry and cruise operators, and other suppliers) where such information may be required to provide you with products and services you have requested or for the verification of details relating to your booking or of other services offered by us. Such companies and organisations may be situated outside the European Union, if your holiday is to take place or involves suppliers outside these countries. The information you provide to us will be shared with The Royal Bank of Scotland Group. Please refer to our Privacy & Cookies Policy on the website (membershipbenefits.rbs.co.uk) for more information on how we handle your data. You are entitled to receive a copy of any personal data held by us relating to you, subject to payment of an administration fee of no more than £10 as stipulated in the Data Protection Act 1998. Contact us at: Black Account Travel Service, Affinion International Travel Limited, Kettering Parkway, Kettering, Northants NN15 6EY.

9. Complaints

- 9.1. If you have a problem during your holiday, please inform the holiday provider immediately. They will endeavour to rectify the situation and put things right. If the holiday provider cannot resolve the problem to your satisfaction, you should contact us by telephoning the Black Account Travel Service on + 44 (0)1536 608508 so that we can liaise with the holiday provider on your behalf to resolve the situation. It is important that you make the complaint at the earliest opportunity whilst you are on holiday so that we can fully investigate the situation and attempt to put things right. If you fail to follow this procedure and you make a complaint upon your return instead, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract and the way your complaint is dealt with.
- 9.2. If your complaint is not resolved locally, please follow this up within 28 days in writing. Your letter or email should provide your booking reference, telephone number, a concise summary of your complaint and all other relevant information. This will assist us to quickly identify your concerns and speed up our response to you. Write to:

Customer Relations Manager
Black Account Travel Service
Affinion International Travel Limited
Kettering Parkway
Kettering
Northants
NN15 6EY

or submit via email to: travel@membershipbenefits.rbs.co.uk

- 9.3. We are a member of ABTA, and we are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. Any dispute or claim that cannot be settled between us can therefore be referred by you to an ABTA arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. This scheme is arranged by ABTA and administered independently. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your request for arbitration must be received by ABTA within eighteen months of the date of return from holiday. Outside this time limit arbitration under the scheme may still be available if we agree, but the ABTA Code does not require such agreement from us. For injury and illness claims, you can request the ABTA Mediation Procedure and we have the option to agree to mediation. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com

10. The law that applies to these Terms

- 10.1. If your address is in Scotland, Scots law applies between you and us and the Scottish courts have non-exclusive jurisdiction over any disputes arising out of this benefit.
- 10.2. If your address is in England or elsewhere, English law applies between you and us and the English courts have non-exclusive jurisdiction over any disputes arising out of this benefit.
- 10.3. Where your contract is with a supplier, this contract may be subject to local law and jurisdiction. Further details will be provided in the supplier's terms and conditions.

Where We Act As Principal

11. Payment

- 11.1. Bookings cannot be confirmed until we receive payment of either a deposit or the full balance. You will be advised at the time of booking if payment of a deposit or the full balance is required. If a deposit is taken, payment of the balance will be due 14 weeks prior to your departure date, unless stated otherwise at the time of booking. If the balance is not paid in time, we reserve the right to cancel your travel arrangements and retain any deposit paid by way of cancellation charge.

- 11.2. Payments may be made by debit card or credit card. If the booking is made via telephone through Membership Services, payment by cheque is also available. We are unable to accept any form of payment using tour operator/travel agency/airline or promotion vouchers.
- 11.3. We reserve the right to increase, decrease or correct errors in advertised prices, or to change any of the information contained on our website, before your booking is confirmed. You will be advised of the current price of the holiday that you wish to book, and any special conditions attached to it, before your booking is confirmed.
- 11.4. A booking is made and a contract comes into existence with us when the required payment has been secured by the Black Account Travel Service and a confirmation invoice has been issued to you by post. It is important that you check the details on the confirmation invoice carefully. Please let us know of any incorrect or incomplete information immediately, as it may not be possible to make changes later. Please note that we reserve the right to refuse a booking at our discretion without giving any reason for such refusal. In such circumstances, any payment received by us will be returned to you.

12. Our responsibility for your booking

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

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

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

13. Your conduct

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

14. If you cancel your booking

- 14.1. You may cancel your travel arrangements at any time. As the lead passenger on the booking, you must telephone Membership Services as soon as possible to cancel. Cancellation will take effect from the day we are notified. Please also return any travel documents, including airline tickets, as soon as possible, as we may not be able to provide you with any refund until we have received these from you.
- 14.2. Since costs are incurred in cancelling your travel arrangements, you will have to pay the applicable cancellation charges as set out in the terms and conditions of our relevant suppliers who are affected by your cancellation. These may be as much as 100% of the cost of the travel services. For example, some airlines require the full cost of a flight to be paid when a booking is made and this may not be refundable if you cancel. Please enquire for details of applicable cancellation charges at the time of booking. Any travel service discount you may be entitled to for bookings will not apply to cancellation charges.
- 14.3. Please note that if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges and it is therefore recommended that you take out appropriate insurance to cover against such loss of deposit and/or cancellation fees.

If you fail to show up for a scheduled flight

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

15. If you change your booking

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

- 15.2. Please note that certain travel arrangements, including scheduled airlines and Apex Tickets, may not be changeable after a reservation has been made, and therefore any alteration request (including a name change) may be regarded as a cancellation and re-booking, incurring a 100% cancellation charge in respect of that part of the arrangement.
- 15.3. If any person named on a booking is prevented from travelling as a result of illness, the death of a close relative, jury service or other significant reason, we will agree to that person's booking being transferred to another person who satisfies all the conditions applicable to the specific booking, subject to both persons accepting liability for full payment of the holiday cost and any additional costs arising from the transfer, including those incurred by us and our suppliers. This will also be subject to our suppliers' (e.g. airlines and/or hotels) approval. The transferee must agree to comply with these Terms. We must be given at least 14 days' notice of the transfer request.

16. If we want to change or cancel your booking

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

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

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

Period before departure within which a significant change is notified to you	Compensation Per Person
--	-------------------------

More than 98 days:	NIL
--------------------	-----

98 – 43 days:	£10
---------------	-----

42 – 29 days:	£20
---------------	-----

28 – 8 days:	£30
--------------	-----

7 – 0 days:	£40
-------------	-----

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

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

Changes due to circumstances beyond our control

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

If we cancel your booking

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

- travel service(s) of a lower standard and a refund of the difference in price; or
- a full refund of all monies paid.

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

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

17. Your financial protection

We provide full financial protection where we provide package holidays or "Flight Plus" arrangements. Flight Plus is the sale of a flight along with accommodation and/or any car hire. In addition, anything else that is sold with the flight that makes up a "significant" element of the holiday will also be classed as a Flight Plus. This only applies where the products are bought within one day of each other and where the holiday lasts for over 24 hours or has an overnight stay. To fall within Flight Plus the travel must be departing from the UK and where a package product is bought and other items are added those items are classed as Flight Plus. When you buy an ATOL protected air holiday package or Flight Plus arrangement from us you will receive a confirmation invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 9935. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk

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

18. Flights

- 18.1. The information on our website (membershipbenefits.rbs.co.uk) is our responsibility. It is not supplied on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.
- 18.2. Flight times are given for guidance only. They may change due to air traffic control restrictions, weather conditions, operational or maintenance requirements or the requirement for passengers to check in on time. Unless your flight is purchased from us, we are not liable if there is any change to a

departure/arrival time previously given to you or shown on your ticket or for any other alteration to your flight by the airline. If you purchase a return flight with a scheduled carrier then you must travel on the outbound leg of your flight. Failure to do so will result in the return leg (or any other remaining legs) being cancelled by the airline. Please note that you should check in as early as possible as flights cannot be held up for passengers arriving late and no responsibility will be accepted by us or the airline in such cases.

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

19. Excursions

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

20. Prompt assistance

If the contract we have with you is not performed or is improperly performed as a result of:

- failures attributable to a third party unconnected with the provision of the services;
- failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- an event which we or our suppliers, even with all due care, could not foresee or prevent,

and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

Where We Act As Agent

21. Payment

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

22. Our responsibility for your booking

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

23. Your conduct

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

24. If you cancel your booking

- 24.1. You may cancel your travel arrangements at any time. As the lead passenger on the booking, you must telephone Membership Services as soon as possible to request the cancellation. Cancellation will take effect from the day we are notified. Please also return any travel documents, including airline tickets, as soon as possible as we may not be able to provide you with any refund on behalf of our supplier(s) until we have received these from you.
- 24.2. Since costs are incurred in cancelling your travel arrangements, you will have to pay the applicable cancellation charges as set out in the terms and conditions of our relevant supplier(s) who are affected by your cancellation. These may be as much as 100% of the cost of the travel services. Any travel service discount you may be entitled to for bookings will not apply to cancellation charges.

24.3. Please note that if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges and it is therefore recommended that you take out appropriate insurance to cover against such loss of deposit and/or cancellation fees.

24.4. Insurance premiums and amendments charges are not refundable in the event of cancellation.

25. If you change your booking

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

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

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

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

27. Your financial protection

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

Black Account Travel Money Terms

1. General

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

2. How to order Travel Money

- 2.1. All orders for Travel Money should be made by either calling Membership Services on 0345 266 8801 between the hours of 8am and 10pm Monday to Friday and between the hours of 10am and 8pm Saturday and Sunday (excluding Christmas Day and Bank Holidays), or via: **rbs.co.uk/blackaccountbenefits**. Our Minicom number is 0370 600 0856. Please note that there are minimum and maximum limits on orders. For information please call Membership Services.
- 2.2. Once we confirm your order, you cannot cancel or amend it.

3. Delivery

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

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

4. Customer Service

- 4.1. If you have any queries/complaints, please contact Membership Services on 0345 266 8801 between the hours of 8am and 10pm Monday to Friday and between the hours of 10am and 8pm Saturday and Sunday (excluding Christmas Day and Bank Holidays). The Minicom number is 0370 600 0856. We will try to respond to your complaint within 5 working days. If we are not able to respond to your complaint within 5 working days, we will send you an acknowledgement letter to keep you informed of the progress we are making. If you are not happy with the response you receive, you can take this up with the Financial Ombudsman Service. We, but not you, are bound by any decision they reach. Their address is:

Financial Ombudsman Service
Insurance Division
Exchange Tower
London E14 9SR

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

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

5. Consumer Protection

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

Section 2: Black Account Protection Benefit Terms

- 31 Black Account Home Emergency Service Terms
- 41 Black Account Mobile Phone Insurance Terms
- 56 Black Account European Car Breakdown Cover Terms

Black Account Home Emergency Service Terms

Introduction

These Terms and Conditions apply to the Black Account Home Emergency Service, provided and underwritten by U K Insurance Limited registered in England & Wales, The Wharf, Neville Street, Leeds LS1 4AZ. Company No. 1179980. U K Insurance Limited (UKI) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.

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

Commonly used words

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

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

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

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

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

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

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

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

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

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

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

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

If you suffer an Emergency at your Home you should contact us on the following emergency telephone number – **0345 266 8801** (Minicom **0370 600 0856**). Telephone calls may be recorded.

We will then:

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

2. What is covered

Emergency incidents that will be covered by this policy are:

- Vermin such as rats, mice, or wasps nests inside the **Home**
- Blockages in toilet waste pipes where there is only one toilet in the **Home**

- Plumbing problems related to leaking pipes, blocked drains, water tanks, or leaking radiators
- Failure of the **Main Source Of Heating**
- Gas or electricity failure within the **Home**
- Hot or cold water failure
- Loss of all keys required to access the **Home**
- Broken or damaged windows and doors presenting a security risk to the **Home**.

3. What is not covered

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

The following are excluded from this policy:

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

- (k) any loss or damage caused by rot, fungus, woodworm, beetles or moths;
- (l) breakdown or loss of or damage to domestic appliances or saniflow toilets and other mechanical equipment;
- (m) damage to boundary walls, hedges, fences or gates.

4. General exclusions

We will not cover any of the following:

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

theft or attempted theft (except where in relation to locks, doors and windows), structural repairs, alteration, demolition or the use of defective materials;

- (m) any loss arising from movement caused by bedding down of new structures, demolition or structural repairs or alterations to your **Home**, faulty workmanship or the use of defective materials, or river or coastal erosion;
- (n) any expense, legal liability or any loss or damage to your **Home** directly or indirectly caused by terrorism, meaning the use of biological, chemical or nuclear force or contamination by any person(s) or group(s) of persons, whether acting alone or in connection with any organisation(s) or government(s), whether or not committed for political, religious, ideological or similar purposes, including the intention to influence any government or to put members of the public at fear.
- (o) any loss or damage arising as a consequence of:
 - (i) war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
 - (ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
- (p) any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all;
- (q) any system, appliance, wiring or fixtures where replacement is only necessary to make it compliant with legislation, health and safety guidelines or British Standards;
- (r) adjustment of time and temperature controls and replacement of time controls.
- (s) any loss or damage caused by us in circumstances where:
 - (i) there is no breach of a legal duty of care owed to you by us;
 - (ii) such loss or damage is not a reasonably foreseeable result of any such breach; and
 - (iii) there is an increase in loss or damage as a result of your breach of these Terms and Conditions.

5. General conditions

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

- (a) All requests for **Emergency Assistance** must be made by calling **0345 266 8801** (Minicom **0370 600 0856**) within 24 hours of discovering the **Emergency**. If you contact an **Authorised Repairer** or other repairer directly the policy benefits will not apply.
- (b) If any loss, damage or expense included within this policy is also covered by any other insurance, maintenance contract, guarantee or warranty, we will not pay more than our share of the claim.
- (c) You must co-operate with us in obtaining reimbursement of any costs we incur under the Terms and Conditions of this cover, which may have been caused by the action of a third party against whom you have a legal right of action.
- (d) You must take all reasonable steps to prevent any loss, damage or breakdown and to maintain your **Home**, its systems and appliances in good repair.
- (e) Spare or replacement parts may not be from the original manufacturer and will not necessarily be a like-for-like replacement.
We cannot be held responsible for any delay in supplying spare or replacement parts that is outside of our reasonable control.
- (f) If you wish to contact us about any matter relating to the Black Account Home Emergency Service, you can write to us at: Membership Services, PO Box 116, Portsmouth PO3 5YW.

6. How to complain

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

Customer Relations Manager, PO Box 300, Leeds LS99 2LZ.

Or phone us on 0345 266 8801.

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

7. The law that applies to this contract

If your address is in Scotland, Scots law applies to the contract between you and us. If your address is elsewhere, English law applies to the contract between you and us. The law which we take as the basis for establishing relations with you prior to the conclusion of the contract is the law of England (unless your address is in Scotland, in which case it will be the law of Scotland). The Courts of England and

Wales shall have non-exclusive jurisdiction over any disputes arising between you and us that are not resolved by other means (unless your address is in Scotland, in which case the Courts of Scotland shall have non-exclusive jurisdiction). We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

8. Statement of demands and needs

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs and it is your responsibility to make sure that the policy is right for you.

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

9. Details about our regulator

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

10. Financial Services Compensation Scheme

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

11. Your Information

Your electronic information

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

How we use your information and who we share it with

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

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

We may use and share your information with other members of The Royal Bank of Scotland Group (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; or
- develop and test products and services.

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

Where we have your permission; or where we are required or permitted to do so by law; or to credit reference and fraud prevention agencies and other companies that provide a service to us or you; or where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

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

Sensitive Information

Some of the personal information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions).

We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents.

You will have been asked to agree to this when you first contacted us but please ensure that you only provide us with sensitive information about other people with their agreement.

Dealing with other people

It is our policy to deal with your spouse or partner who calls us on your behalf, provided they are covered by the policy. If you would like someone else to deal with

your policy on your behalf on a regular basis please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

Credit reference agencies

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

Fraud prevention and detection

Please take time to read the following as it contains important information relating to the details you have given or should give to us. You should show this notice to anyone whose data has been supplied to us in connection with your policy.

To prevent and detect fraud we may at any time:

- Share information with other organisations and public bodies including the police although we only do so in compliance with the Data Protection Act 1998;
- Check and/or file details with fraud prevention agencies and databases and if we are given false or inaccurate information and we identify fraud, we will record this. We and other organisations may also use and search these agencies and databases from the UK and other countries to:
 - help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
 - trace debtors or beneficiaries, recover debt, prevent fraud, and to manage your accounts or insurance policies; or
 - check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity.
- Law enforcement agencies may access and use this information.
- We and other organisations may also access and use this information to prevent fraud, money laundering and terrorist financing, for example when:
 - Checking applications for, and managing credit and other facilities and recovering debt;
 - Checking insurance proposals and claims; or
 - Checking details of job applicants and employees.
- We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

- We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact us at the address below. The agencies may charge a fee.
- If you would like a copy of the information we hold about you, please write to: The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. A fee may be payable.

Black Account Mobile Phone Insurance Terms

1. Introduction

These are the terms and conditions for your Black account Mobile Phone Insurance, underwritten by Aviva Insurance Limited, Registered in Scotland No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority ('we/us/our'). Whilst we are the insurer of this policy and will remain liable to you under the terms and conditions of this policy, we will use members of the Dixons Carphone Group as our agents to help us administer your policy and deal with claims.

These terms and conditions give you full details of what is covered, what is not covered and the limits and conditions that apply – you should read them and keep them in a safe place. If you fail to comply with these terms and conditions, we may refuse cover in the event of a claim.

If you wish, you can register your phone and its IMEI number with us – it'll make it quicker and easier if you need to make a claim. You can find your IMEI number, on the box or receipt for your phone, or by dialling ***#06#** on your phone's keypad. Don't worry – you're covered whether you've registered or not, but you will need your IMEI number to claim. If you wish to register your phone, just go online at www.rbs.co.uk/blackaccountbenefits

2. Period of Cover

Mobile Phone Insurance is available to you as a benefit of the Black account. Your cover will begin as soon as your account has been opened. Your cover will end if:

- your Black account is closed;
- you are no longer a UK resident (meaning that your main home is no longer in England, Scotland, Wales or Northern Ireland); or
- the Royal Bank of Scotland removes this cover as a benefit of the Black account in accordance with your account terms.

3. Your Cover – what you need to know

Cover applies worldwide, but we can only arrange a replacement phone when you're back in the UK as we're unable to deliver phones abroad.

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

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

What we'll do

We'll provide you with a replacement phone if your phone is lost, stolen, damaged or suffers a breakdown due to an internal fault happening after the manufacturer's or our supplier's warranty has expired, during the Period of Cover.

The replacement phones we provide are refurbished models. They are refurbished using genuine manufacturer parts and will be in an 'as new' condition. The phones come with a 12 month warranty provided by Carphone Warehouse. For more information please see the "Making a claim" section.

If the standard accessories supplied with your phone and/or any case, charger, screen protector and/or memory card are lost, stolen or damaged at the same time as your phone, we'll pay for their replacement value up to a maximum of £250 per claim.

If we replace your phone following a valid claim for theft or loss, we'll also cover any costs you have to pay due to unauthorised use of your phone in respect of calls, texts and data. You'll need to provide us with evidence of this and have reported the loss or theft to your network provider within 24 hours of discovery (48 hours if you are abroad). The most we'll pay for unauthorised use is £2,500 for monthly contracts and £100 for pay as you go.

IMPORTANT:

1. You will be able to make a maximum of **four successful claims on this policy, for incidents reported to us in any 12 month period.**

You'll pay a contribution of **£100** for each successful claim you make – this is called the excess and we'll collect it from you before sending your replacement phone.

2. Cover is limited to phones that:
 - a. have a screen size of less than 7 inches (measured diagonally);
 - b. are the manufacturer's standard design and specification;
 - c. cannot be used as a satellite phone; and
 - d. have not been manufactured wholly or partly from precious or semi-precious metals, stones or crystals.

Helping prevent theft and loss – what we expect from you

We know that being without your phone is inconvenient – that's why we cover most things that could happen to it. However, your phone is a valuable item and it's very attractive to thieves, so we expect you to do what you can to prevent your phone from being stolen.

Always try to keep your phone in your possession or in a safe place when you're away from home to prevent a person you don't know taking it without you seeing them or being able to stop them.

We'll always consider the circumstances of a claim for theft or loss, however, the examples below highlight the level of care we expect you to take in looking after your phone:

- In a restaurant, while you go to the bar – don't leave it on the table – take it with you or ask a friend to look after it.
- Leaving a parked car – don't leave it in view – take it with you or place it out of sight of anyone looking in, preferably in the glove box or a concealed storage compartment and make sure the vehicle is locked.
- By the pool or at the beach – don't leave it under a towel or in a bag on a sun lounger while you go swimming – leave it locked in your room, preferably in a safe, or ask a friend to look after it.
- In the changing room while you go to the gym – don't leave it lying around in the changing room – secure it in a locker or take it with you.
- In the workplace – don't leave it on a counter or desk – lock it away or put it out of sight.
- Try to avoid handing over your phone to a person you don't know, e.g. someone offering to take your picture, or asking to borrow your phone to make a call.

We won't cover

1. Theft or loss of your phone where the circumstances of the claim suggest you have deliberately put the phone at risk.
2. Theft from an unattended vehicle unless the vehicle was locked and the phone concealed from view.
3. Any claim where you do not provide the IMEI number or the IMEI number you provide has previously been recorded as lost or stolen.
4. Any claim for phones other than the ones used on a daily basis by you, your partner and/or your children as described in section 3.
5. Any claim for a phone owned by your employer.
6. Information stored on the phone such as photos, data, apps and music and/or the recompilation, reinstallation or retrieval of data.
7. Any loss related to you being unable to use your phone.
8. Cosmetic enhancements you've made to your phone, for example plating or embellishment with precious metals, stones or crystals.
9. Financial loss you suffer because of your phone being used to access your bank account or mobile wallet, including the unauthorised use of contactless payment methods attached to your phone.
10. Cosmetic damage to the surface of the phone such as scratches and dents that don't affect how the phone works.
11. Any claim following damage or breakdown:
 - a. you've caused deliberately;
 - b. caused by having the phone repaired by someone other than the manufacturer or one of their authorised repair agents;

- c. caused by technical modifications made to the phone by someone other than the manufacturer;
 - d. caused by misuse or failure to follow the manufacturer's instructions;
 - e. caused by a virus or the use of software or accessories not approved by the manufacturer.
12. Any damage or breakdown that is covered by either the manufacturer's warranty or the warranty provided as part of a previous claim. Or a claim that is the result of a manufacturer's defect or recall of your phone.
 13. Any claim caused because of your phone being confiscated by an authority such as the police or border control.
 14. Unauthorised use if you failed to report the loss or theft to your network provider within 24 hours of discovery (48 hours if you are abroad at the time of the loss or theft).
 15. Any claim where you have failed or refused to provide documents or other information necessary to support and/or verify your claim.
 16. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
 - a. war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
 - b. terrorism;
 - c. any action taken in controlling, preventing, suppressing or in any way related to a. and b. above.

4. Making a Claim

Please contact us as soon as you can when you discover theft, loss, damage or breakdown.

Visit www.rbs.co.uk/blackaccountbenefits or call **0345 266 8801** (Monday to Friday 8am – 8pm, Saturday 9am – 6pm, Sunday 10am – 5pm, Bank Holidays 10am – 6pm, but we're closed on Christmas Day).

Your Claim – what you need to know

1. You'll pay a contribution of **£100** for each successful claim you make – this is called the policy excess and it must be paid before we'll send you the replacement phone.
2. If your phone is damaged or breaks down, don't throw it away as it must be returned to us. You will need to hand it over when the replacement phone is delivered.
3. Following loss or theft of your phone, you must notify your network provider, so they can block your phone – we'll need verification of this from your network provider before we can settle your claim.

4. Your original phone will become our property once we issue a replacement – if a lost or stolen phone is then found, you must contact us immediately and arrange to return it to us. **Please note, we will block the IMEI number of any lost or stolen phone and will monitor this on an on-going basis after your claim has been settled. If we discover the IMEI has been unblocked at a later date, we will investigate this and seek to recover our property.**
5. We'll need you to confirm the IMEI number of your phone when you make your claim. You can obtain this from your phone by dialling ***#06#**. You can also find it on the box and your receipt.
6. If your phone has been stolen, you should report it to the police, and request a crime reference number (CRN).
7. If your claim is for damage or breakdown, before we can arrange replacement of your phone, you must disconnect it from any external systems, data storage or security systems that it's linked to, such as Apple Find My iPhone. We'll explain this process during your claim and we'll check that it has been disconnected before arranging your replacement. No replacement phone will be issued if your phone is reconnected to any external systems.
8. We'll always try to provide you with the same make and model of phone, although it might be a different colour. In the unlikely event that our suppliers don't have your phone in stock, we'll offer you an alternative phone. This will be of at least equivalent technical specification but may be a different make, model or operating system or have different features and functions.
9. Our replacement phones are refurbished models which come with a 12 month warranty provided by Carphone Warehouse. In the unlikely event that your replacement phone develops a fault, please contact Carphone Warehouse on **0114 4522 559** (Next Generation Text 18001 0114 4522 559). The team will guide you through some checks and if the issue cannot be resolved over the phone, they will arrange for your phone to be returned for repair. Phone repairs under this warranty do not affect your insurance claims limit and there is no excess to pay. Cover for breakdown under your insurance policy will resume when the Carphone Warehouse warranty expires.
10. All our stock is refurbished using genuine parts, either by the manufacturer or by a manufacturer accredited repairer. They will be in an 'as new' condition, meaning they are fully working with brand new cosmetic parts. In the unlikely event that the replacement phone you receive has cosmetic damage when you receive it, you must notify us within 72 hours of accepting the delivery. If you notify us later than this, we may deem the damage to have occurred after the phone was received by you. Cosmetic damage to the replacement phone we have provided you with is not covered under the warranty.

11. If you purchased your phone from a non-UK source and we're unable to provide a suitable replacement, at our discretion, we'll settle your claim by making a payment to you in the form of vouchers or cash, for the price you paid or the current retail value of the phone, whichever is less.
12. We may ask you to provide proof of your ownership of the phone and other information, documents or receipts reasonably necessary to verify your claim.
13. We may share details of your claim with other insurance companies.
14. You may be required to provide information in writing and/or through a telephone interview with a claims investigator. You should refer to section 8 – Data Protection for further details on how we will use personal information.

Technical support set-up service

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

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

To take advantage of this service please call us on **0345 266 8801** or send an email via www.rbs.co.uk/blackaccountbenefits

Conditions

1. The service will be limited solely to the replacement phone and to a single instance of technical support.
 2. Your full use of this service is dependent on your operating system and access to a mobile/WiFi internet connection. Where an operation cannot be completed on the replacement phone, no alternative will be offered.
 3. By taking advantage of this service you agree to follow our reasonable instructions, including any security instructions.
 4. No cash alternative is available to the service.
 5. We will not be liable to you for any economic loss, including but not limited to; mobile data charges, and/or loss or corruption of data arising from your use of this service.
- 5. Other Information you need to know**

General Conditions

1. You cannot transfer your rights under this policy. A person, partnership (whether limited or not) or company who is not insured under the policy has no rights under this policy to enforce any of its terms whether under statute or otherwise.

2. We may take proceedings at our own expense and for our own benefit, but in your name, to recover any payment we have made under this policy.
3. If, at the time of an incident which results in a claim under this policy, there is any other insurance covering the same loss, we are entitled to approach that insurer for a contribution towards the claim.
4. Where you fail to co-operate with us or provide us with information or documentation we reasonably require and this affects our ability to process a claim or defend our interests we will not pay the claim and we will pass details to the Royal Bank of Scotland who may, at their discretion, close your Black account. See the 'What we'll do' and 'Making a Claim' sections.

Changes to your policy

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

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

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

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

Cancellation – your right to cancel

This Mobile Phone Insurance forms a core part of your Black account and it cannot be cancelled in isolation. If you wish to cancel this insurance, you will need to close or downgrade your account. If your account is not closed or downgraded, the Mobile Phone Insurance will remain active for the duration of the Period of Cover set out at section 2.

To close or downgrade your account, please call **0345 266 8801**.

Choice of Law

1. If you live in Scotland:
 - a. Scots law applies between you and us; and
 - b. the Scottish courts have non-exclusive jurisdiction over any disputes arising out of this benefit.

2. If you live in England or elsewhere:
 - a. English law applies between you and us; and
 - b. the English courts have non-exclusive jurisdiction over any disputes arising out of this benefit.

Special Requirements

We are committed to meeting the needs of all our policyholders, including those with special requirements. Letters and other documents are all available on request in Braille or large text or on audio tape. Hearing and speech impaired policyholders who wish to speak to us and have a textphone available can do so by using the RNID's Next Generation Text service. This is available 24 hours a day, seven days a week and allows customers who find this convenient to contact us via a text relay assistant who will relay instructions and other requests verbally to our call centre staff.

You can now access Next Generation Text service through the NGT Lite app for computers, smartphones and tablets. Dial 18001 and then dial our number; once the call is connected, a text relay assistant will join the call to relay your message. For Next Generation Text, please call **18001 0345 266 8801**.

For all other services, including requests for Braille, large print or audio versions of any of our documents, please call **0345 266 8801**.

In all cases, we will be happy to help.

Telephone Call Recording

For your and our joint protection telephone calls may be recorded and/or monitored.

Use of Language

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

6. Complaints Procedure

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure that we continually improve the service we offer.

What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your Mobile Phone Insurance claim we would encourage you, in the first instance, to seek resolution by contacting us:

- By telephone: **0345 266 8801**
- In writing either via www.rbs.co.uk/blackaccountbenefits or by letter addressed to:
 Royal Bank of Scotland Black Account
 Aviva Mobile Phone Insurance
 PO Box 351
 Southampton
 SO30 2PJ

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
 Exchange Tower
 London
 E14 9SR

Telephone: **0800 023 4567** (free from landlines) or **0300 123 9123**.

Or simply log on to their website at www.financial-ombudsman.org.uk

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaint procedure does not affect your right to take legal action.

7. Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim. Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

8. Data Protection

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data you supply is Aviva Insurance Limited.

Insurance Administration

Your information may be used for the purposes of insurance administration by us, our agents, associated companies and the Royal Bank of Scotland Group. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our compliance with any regulatory rules/codes. Your information may also be used for research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that

anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you. Information may also be shared with other insurers either directly or via those acting for us (such as loss adjusters or investigators).

9. Fraud

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

Fraud Prevention and Detection

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

- Share information about you with other organisations and public bodies including the police;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We can supply on request further details of the databases we access or contribute to. If you require further details please contact us at:

Royal Bank of Scotland Black Account
Aviva Mobile Phone Insurance
PO Box 375
Southampton
SO30 2PU

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

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

Black Account European Car Breakdown Cover Terms

Introduction

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

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

Significant features of the Black Account Motoring Assistance

- The Black Account Motoring Assistance is provided by Green Flag.
- Your policy covers any Vehicle you own which is kept and registered at Home.
- You can claim £10 if Green Flag have not attended within 60 minutes of contacting Green Flag.
- The Black Account Motoring Assistance is provided at the roadside or at Home.
- The Black Account Motoring Assistance provides long distance recovery to the Home, original destination in the UK or a suitable repairer where necessary.
- European cover for Vehicles less than 16 years old.
- Your policy provides you with legal protection for journeys in Europe (but not in the United Kingdom).

Significant exclusions or limitations

- Any repairer used in connection with an Incident is deemed to be your agent. We will not accept responsibility for any damage or loss resulting from the repairer's acts or omissions.
- We may choose to repair the Vehicle (with the cost of any labour outside of the first 30 minutes being at your expense) following an Incident rather than arranging for it to be recovered.
- Service limits apply to this policy. You may have to pay additional costs if you exceed them – see the Section headed "Fair use policy".

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

What to do in the event of a breakdown

In the event of a breakdown please telephone the relevant number below at any time and an operator will be able to assist you.

For breakdowns in the UK please telephone 0800 051 0068

For breakdowns in Europe please telephone +44 (0) 1252308789

We will provide Black Account Motoring Assistance within the boundaries of the United Kingdom and Europe, in respect of an Incident for which cover is available in accordance with these Terms.

Commonly used terms

Wherever the following words and phrases appear in these Terms they will have these meanings, unless otherwise stated in the relevant Section:

Certificate of Motor Insurance – means the document that provides evidence that you have taken out the insurance of your Vehicle that you must have by law. It identifies who can drive your Vehicle and the purposes for which your Vehicle can be used.

Costs – means the legal costs reasonably and proportionately incurred by your Solicitor on the standard basis or in accordance with the predictable costs scheme if applicable. We will also pay costs which you are ordered to pay by a court and any other costs we agree to in writing.

Court – means any court, tribunal or other suitable authority which has appropriate jurisdiction.

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

Home – means the Black account holder's permanent place of residence in the United Kingdom.

Incident – means immobilisation of the Vehicle as a result of breakdown, road accident, malicious damage, accidental damage, fire, flat tyre, lack of fuel, flat battery, loss or breakage of car keys.

Passenger – means any person who at the time of the Incident is being carried in the Vehicle with your permission and is not a hitchhiker.

Solicitor – means any suitably qualified person appointed to represent you under Section B11.

Specialist Equipment – means lifting equipment which is not usually carried on a standard recovery vehicle including; winches, cranes, dollies and skates.

Trip – means a journey within Europe commencing and ending in the United Kingdom.

Uninsured Losses – means losses which you cannot recover from any insurance policy.

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

Vehicle – means any vehicle which is owned by the Black account holder and normally kept at Home provided it:

- is either: a car, light van, motorised caravan, estate car, motorcycle or 4x4 off-road vehicle, which is privately registered in the United Kingdom.
- carries no more than the number of persons recommended by the manufacturer (and for whom seats are provided) up to a maximum of 9 persons including the driver.
- does not exceed (including any load carried) the following limits:
 - gross vehicle weight: 3.5 tonnes
 - external dimensions: 7 metres in length (excluding coupling device and tow bar), 3 metres in height and 2.55 metres in width.
- is serviced, maintained and operated as recommended by the manufacturer and holds a current valid MOT certificate if applicable.

We will also cover any standard make of caravan and trailer that's being pulled by your vehicle when the caravan or trailer breaks down. It must be connected using an ordinary 50mm tow-ball and can't be bigger than the sizes above. When it's loaded, the caravan or trailer must not weigh more than the vehicle that's towing it weighs when empty.

we or **us** or **our** – means U K Insurance Limited, the underwriter of this policy and/or our associated companies or agents (including service providers).

you or **your** – means the Black account holder(s) or any person driving the Vehicle with your permission.

Section A – Motoring Assistance in the UK

What is covered:

Following an Incident occurring at the roadside or at Home we will arrange for Green Flag to attend and attempt to repair the Vehicle or, if necessary, provide and pay for transportation of the Vehicle, you and your Passengers in the Vehicle at the time of the Incident to, either a single destination of your choice or the nearest suitable repairer.

If it is apparent to us that repairs cannot be completed by the end of the working day, we will arrange and pay for your choice of:

- (a) transportation of you, your Passengers and the Vehicle to a single destination of your choice within the UK (this service may be used in the event of the driver being medically unfit to drive provided there are no Passengers who can drive). We may choose to recover the Vehicle by providing a qualified driver. This option is not available where you are unable to drive following a period of hospitalisation or where assistance is requested at Home; or
- (b) hiring a self drive hire car of an equivalent level while your Vehicle is awaiting repairs (subject to availability) up to a maximum cost of £250; or
- (c) alternative transport for you and any Passengers to complete the journey or return Home, up to a maximum cost of £250; or
- (d) local overnight accommodation including breakfast (excluding alcohol) for you and any Passengers whilst awaiting repairs, provided the Incident occurs more than 25 miles from Home or intended destination, up to a maximum of £150 per person and £900 in total.

If necessary, we will also pay up to £250 for one single standard class rail ticket for the Black account holder or any authorised driver to collect the Vehicle following repair.

Please note that:

- If a hire car is to be provided, you must meet the conditions of the car hirer.
- Any claims involving the hire of a car must have our prior approval.
- We cannot guarantee to provide a car with a roof rack or tow bar.

If we (or a repairer) do not arrive within 60 minutes of you contacting us, you can claim £10 compensation by calling 0800 051 0068.

We can also relay telephone messages to your family members, friends or business associates to advise of unforeseen delays.

Misfuelling

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

What is not covered:

- Labour charges at any repairer to which the Vehicle is taken.
- The cost of any parts and/or materials used to repair the Vehicle.
- The cost, if needed, of a locksmith or a body, glass or tyre specialist.
- Onward transportation where you cannot continue your journey due to being unable to drive following a period of hospitalisation.
- Any costs where we have not been contacted at the time of the Incident.
- Car hire not authorised by us.
- Car hire in the event of the Vehicle requiring routine servicing, or for other repair work to correct non-immobilising faults or undergoing repair of cosmetic damage.
- The cost of fuel and oil used in any replacement car or any additional insurance offered by the car hirers.

Section B – Motoring Assistance in Europe

The cover detailed under this Section B will apply for any number of Trips in a single calendar Year up to a maximum of 90 days in total and applies to Europe only (not including the United Kingdom).

Cover in Europe will not apply for Vehicles over 16 years old at the beginning of the Trip.

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 countries 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 (VE103) instead.

Car hire information

Vehicle 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.

A credit 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 (for example in France), 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 organisations, 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.

B1: Cover prior to departure

What is covered

Following an Incident occurring during the 7 days immediately preceding the arranged date of departure from the UK, we will pay up to a maximum of £1,500 towards:

- hiring a self drive hire car, where available, for the purpose of carrying out the Trip, in the event that the Vehicle cannot be repaired within 24 hours prior to the planned time of departure for the Trip.
- the additional cost of re-booking any sea crossing or rail journey via the channel tunnel 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 or rail journey via the channel tunnel), in the event that the Vehicle is repaired within 24 hours prior to the planned time of departure for the Trip.

Please remember

You must contact us as soon as you know the Vehicle may be unavailable for the planned Trip.

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

- the regular maintenance and servicing of the 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.

A hire car is provided subject to you meeting the conditions of the car hirer.

What is not covered

- Any claim when actual or imminent breakdown of your Vehicle is discovered or diagnosed in the course of a service carried out less than 7 days prior to your planned date of departure.
- Car hire not authorised by us.
- Car hire in the event of the Vehicle requiring routine servicing, or for other repair work to correct non-immobilising faults or undergoing repair of cosmetic damage.
- The cost of fuel and oil used in any hire car or any additional insurance offered by the replacement car hirers.

B2: Roadside assistance**What is covered**

We will arrange and pay for a local motoring assistance provider to attend and attempt to repair the Vehicle or, if necessary, provide and pay for transportation of the Vehicle, you and your Passengers to the nearest suitable repairer, up to a maximum cost of £300.

Please remember

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

Misfuelling

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

What is not covered

- Charges for any labour not incurred at the roadside.
- The cost of any parts and/or materials used to repair the Vehicle.
- The cost, if needed, of a locksmith or a body, glass or tyre specialist.
- Any costs where we have not been contacted at the time of the Incident.

B3: Replacement parts

If necessary replacement parts are not available locally during the Trip, on receipt of instructions, we will attempt to obtain them elsewhere and arrange for them to be delivered to the repairer.

Although we will endeavour to provide the replacement parts required, we can give no guarantee they will be available, especially in the case of older Vehicles where parts may be difficult or impossible to locate.

What is covered

We will pay all freight charges involved in dispatching replacement parts to the location of the Vehicle.

What is not covered

- The actual cost of the parts and any customs duty. You must pay the cost of the replacement parts to us by credit or charge Card or by a prior deposit of funds in the UK.
- The costs of returning any replacement parts or original parts to a supplier.

B4: Break in

What is covered

In the event of a theft (or attempted theft) of your Vehicle or the contents contained in the Vehicle during the Trip, we will pay up to a maximum of £175 for immediate emergency repairs and/or replacement parts, which are necessary to place the Vehicle in a secure condition to continue the Trip.

Please remember

You must obtain a police report within 24 hours of the Incident giving rise to the claim and forward this to us before we can process your claim.

What is not covered

- Damage to paintwork or other cosmetic items.
- Costs incurred following your return Home.
- The contents of the Vehicle.

B5: Vehicle out of use**What is covered**

If an Incident occurs during the Trip and repairs cannot be effected within 24 hours, we will arrange and pay for one of the following:

- the additional cost of transporting you and your Passengers, with your Personal Belongings (excluding items of furniture, camping equipment and/or winter sports equipment), to your destination by alternative transport; or
- hiring a self drive hire car, where available, whilst the Vehicle remains unserviceable, up to a maximum of £1,500; or
- overnight accommodation including breakfast (excluding alcohol) in a local hotel for you and any Passengers, whilst awaiting completion of repairs, up to £150 per person subject to a maximum limit of £900 in total, provided that such cost is additional to or in excess of any planned accommodation costs payable by you, had loss of use of the Vehicle not occurred.

Please remember

- A hire car is provided subject to you meeting the conditions of the car hirer.
- You must obtain our approval before you incur any expenditure in relation to the hire of a car locally otherwise you may not be reimbursed under this cover.

What is not covered

- Car hire not authorised by us.
- Car hire in the event of the Vehicle requiring routine servicing, or for other repair work to correct non-immobilising faults or undergoing repair of cosmetic damage.
- The cost of fuel and oil used in any hire car or any additional insurance offered by the car hirers.

B6: Camping Trips**What is covered**

If the tent you are carrying with you and using in the course of the Trip as your principal overnight accommodation, is rendered unusable through theft of the tent from your Vehicle or accidental damage following an Incident we will arrange and pay for:

- if practicable, the hiring of a suitable tent, where available, for the remainder of the period of the Trip; or
- emergency bed and breakfast only expenses (excluding alcohol) over and above those planned for you and any passenger, up to £150 in total per person, with a maximum limit of £900.

What is not covered

- Any expenses incurred as a result of adverse weather conditions which do not actually damage the tent so as to render it unusable.
- Loss of use of any tent you are not carrying on the Trip with you or which belongs to a tour operator or holiday company.
- Any damage caused by a dog or dogs accompanying you on the Trip.

B7: Alternative driver**What is covered**

In the event of you being declared medically unfit to drive the Vehicle in the course of a Trip or having to return Home early for a reason that we agree is sufficiently serious or urgent and there is no other Passenger qualified and competent to drive, we will pay all necessary additional costs incurred to return the Vehicle to the Home.

Please note

We may elect to provide a qualified driver to drive the Vehicle and Passengers back to your Home.

B8: Repatriation**What is covered**

Following an Incident occurring during the Trip, we will pay:

- the cost of transporting you, and your Passengers with your Personal Belongings (excluding items of furniture, camping equipment and/or winter sports equipment), to the Home if your 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 date of your return Home. The means of transport to be used shall be at our discretion provided that you are able to complete your journey within a reasonable period of time; and

- either of:
 - the cost of transporting the Vehicle to the Home or to a suitable repairer if repairs cannot be carried out Abroad (or the Vehicle, if stolen, has been recovered but not in a roadworthy condition), by the intended date of your return Home. We will pay for any necessary storage, transportation and delivery costs including any additional shipping costs; or
 - when agreed in advance by us, the cost of one person to travel to the location of the Vehicle by public transport to drive the repaired Vehicle to the Home, up to a maximum cost of £1,000.

Once you have been repatriated by us and if we are transporting the Vehicle to the Home or to the suitable repairer we will:

- reimburse up to £75 in total for you and any passengers for necessary alternative travel costs incurred while you await delivery of the Vehicle. This benefit will cease after 7 days or upon delivery of the Vehicle, whichever is the sooner. You must keep all receipts and invoices for the costs of the travel you have incurred and send these to us with your claim form.

Please remember

The maximum we will pay to repatriate the Vehicle will be its current market value in the UK.

Vehicle repatriation will only be carried out when it is apparent that repairs can be carried out in the UK and when you confirm to us that these repairs will be carried out. Any unused travel tickets must be used for repatriation of the Vehicle.

What is not covered

- Loss or theft of, or damage to, unaccompanied baggage left in the Vehicle where you and/or the Vehicle are being transported by us.
- Any additional costs incurred to repatriate your pet(s).
- Repatriation of items of furniture, camping equipment and/or winter sports equipment

B9: Customs regulations

What is covered

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

What is not covered

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

B10: Missed motorail connection**What is covered**

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 too late to board the pre-booked motorail service due to an Incident involving the Vehicle on the way to the departure point; or
- cancellation or curtailment of any scheduled Eurostar service due to adverse weather conditions, strike or industrial action or mechanical breakdown or derangement.

We will arrange and pay for:

- storage of the Vehicle in a secure parking area, if available, near to the motorail depot for the period of the Trip up to a maximum of £100;
- a standard second-class return rail ticket to enable you to continue the Trip to/from the intended motorail destination station;
- hiring of a self drive hire car, where available, up to a maximum of £1,500.

Please remember

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

- Strike or industrial action which is public knowledge at the time of booking the motorail tickets.
- Withdrawal from service (whether temporary or otherwise) of an aircraft, sea vessel or train on the orders or recommendation of the recognised regulatory authority in any country.
- Claims arising in connection with the inward (return) journey.

B11: Legal protection

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

How to make a claim for legal expenses

- You must phone the 24 hour Legal Helpline on 0345 246 1689 and tell us of any Incident which may lead to a claim under this Section of 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.
- If you have a valid claim, we will send you a claim form to fill in and return to us.

Legal advice helpline

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

What is covered

(a) Uninsured loss recovery

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

- your death or injury;
- damage to your Vehicle;
- damage to any property in your Vehicle which you own or are legally responsible for; or
- any other Uninsured Losses you suffer.

(b) Motoring prosecution defence

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

(c) Court attendance expenses

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

Please note:

The most we will pay under a) and b) above is £25,000 for any claim or claims arising from any one Incident.

Subject to the additional exclusions and conditions of this Section B11 and the **General exclusions and General conditions** in Section C, we agree to provide this cover if:

- at the time of the Incident, your Vehicle is being driven or used by a person identified in, and for a purpose allowed by, your Certificate of Motor Insurance;

- the Incident happens within Europe and after cover started;
- any legal proceedings will be carried out within Europe by a Court;
- in civil cases, we and your Solicitor agree that it is more likely than not that you will be successful with your claim for damages or that you will make a successful defence; and
- in motoring prosecution defence cases, we and your Solicitor agree that it is more likely than not that any plea in mitigation by the Solicitor will materially affect the likely outcome of the prosecution.

Exclusions which apply to this Section B11

What is not covered

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

Conditions which apply to this Section B11

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

- refuse or withdraw from any claim; and
- claim back from you costs paid by us.

Please also note the General conditions in Section C which apply to the whole policy (with the exception of General conditions 3 and 15, which do not apply to this Section B11).

1. You must do the following:

- send us all details of your claim in writing as soon as possible and in any event no later than 180 days after the date you knew about or should have known about the Incident giving rise to the claim;

- send us any other information that we ask for. (You must pay any costs involved in providing this information);
- if we ask, you must tell the Solicitor to give us any documents, information or advice that they have or know about;
- fully co-operate with the Solicitor and us, and not take any action that has not been agreed by your Solicitor or by us;
- keep us up to date with the progress of your claim;
- tell us if the solicitor refuses to continue to act for you or if you withdraw your instructions;
- tell us if anyone makes a payment into Court or offers to settle your claim;
- tell your Solicitor to claim back all costs that you are entitled to and pay to us all costs that we have paid;
- get our agreement to stop, settle, negotiate or withdraw from a claim.

2. Appointing a solicitor

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

3. You must tell your Solicitor to do the following:

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

4. We can do the following:

- contact the Solicitor at any time, and he or she must co-operate fully with us at all times;

- decide to settle your claim by paying you the compensation you are likely to be awarded by a Court instead of starting or continuing your claim or legal proceedings;
- refuse to pay further costs if you do not accept an offer or payment into Court to settle a claim which we or your Solicitor considers should be accepted;
- refuse to pay further costs if it is no longer more likely than not that you will be successful with your claim.

5. Disputes

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

Arbitration

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

If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) whose law governs this Section of the policy. We and you are bound by the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

Section C – General Terms

General exclusions

Cover is not available in respect of:

1. The cost of any fuel, all spare parts, or labour other than that at the roadside.
2. Any costs and expenses if the Vehicle was not fit to drive at the start of the journey or had not been regularly serviced in line with the manufacturer's recommendations. We may ask for proof that the Vehicle was fit to drive (including an MOT certificate if applicable).
3. Vehicles used for the carriage of goods or passengers for reward.
4. Vehicles used for and/or involved in motor racing, exclusively used for off road use (away from public roads and over rough terrain), rallies, track days, speed or duration tests or practising for such events.

5. Breakdowns resulting from a recurring fault, for which we are not responsible, and that has necessitated a further call out during the same journey, or from an inadequate repair carried out to remedy a fault previously giving rise to a call out under this cover, or from a fault following unsuccessful servicing or repairs carried out by a person not qualified to carry out such servicing or repairs.
6. Vehicles situated in areas to which our agents have no right of access or on motor traders' premises.
7. Any wilful act by you or any Passenger.
8. Loss of, damage to or loss of use of contents of the Vehicle, including commercial goods or those intended for resale at the time of the Incident.
9. Any claim resulting from difficulties or inability in obtaining raw materials, fuel or other supplies, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), terrorist activity, civil war, rebellion, revolution, insurrection, military or usurped power or taking part in civil commotion or riots of any kind.
10. Loss or destruction of or damage to the Vehicle or any loss or expense whatsoever resulting from:
 - ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; and
 - pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
11. Losses that are not directly associated with the Incident that caused you to claim and are outwith our reasonable control. For example, loss of earnings due to being unable to return to work following an Incident.
12. Any expenses which would have been incurred in the normal course of the journey.
13. Any costs or storage charges incurred if, following the Incident, you elect to have the Vehicle towed to a repairer.
14. Transportation of horses or livestock.
15. Any costs incurred without our prior knowledge or consent.
16. Any costs incurred for toll fees, sea or river transit, excluding transit to and from the Isle of Wight or across Poole Harbour.

17. Recovery of any Vehicle that would be dangerous or illegal to load or transport (including Vehicles that don't have a current, valid road fund licence).
18. Damage or costs as a result of breaking into the Vehicle because your keys have been lost or stolen.
19. Any costs incurred as a result of you failing to carry a serviceable spare wheel and tyre.
20. Any Incident while the Vehicle is towing or carrying more weight or people than it is designed for as shown in the manufacturer's details.

General conditions

1. You must:
 - take all ordinary and reasonable precautions to prevent loss, damage to or breakdown of the Vehicle.
 - take all steps necessary to expedite the completion of repairs.
 - contact us without delay when an Incident arises that may result in a claim.
 - wait with the Vehicle, or in a safe place close to the Vehicle, until the repair or recovery vehicle arrives, unless you have made other arrangements with us.
2. We will provide the services described in this policy on condition that you hold a valid licence to drive the Vehicle and that you and any Passengers observe the relevant conditions of that licence. Your Black Account Motoring Assistance cannot be used for routine servicing or the rectification of failed repairs, or as a way of avoiding repair costs.
3. We are entitled to take over your rights in the defence or settlement of a claim or to take proceedings in your name for our own benefit against another party and we shall have full discretion in such matters. You must give us all the information and assistance we may require.
4. If you are covered by any other insurance for an Incident, we will only pay our share of the claim. You may be required to provide us with details of the other insurance company for this purpose.
5. If you request a level of service to which you are not entitled, this service will have to be paid for in advance by credit or debit Card payment.
6. You will have to pay the cost of our recovery or repair vehicle coming out to you if you allow the Vehicle to be recovered or repaired by someone else after you have contacted us for assistance.

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. Any repairer used in connection with an Incident is deemed to be your agent. We will not accept responsibility for any damage or loss resulting from the repairer's acts or omissions. No warranty is given by us that such repairer is competent to repair the Vehicle or can do so immediately. You must give direct instructions to the repairer and pay for any repairs.
9. In the event of theft of the Vehicle, you must provide us with a copy of the police report at our request.
10. We reserve the right to repair the Vehicle (at your cost for parts and labour other than that at the roadside) following a breakdown, rather than arranging for it to be recovered.
11. Any failure by us in relying on or enforcing these Terms on any particular occasion will not prevent any subsequent reliance or enforcement.
12. We will only pay for repair or recovery costs that you have agreed with us prior to you incurring them. You must keep all receipts and invoices for the costs you have incurred and send these to us with our claim form.
13. If the Vehicle is in a position where Specialist Equipment is required for its recovery, we will pay the cost of using and operating the Specialist Equipment, except where it is required following an accident that results in damage that would normally be the subject of a motor insurance claim by you or a third party.
14. Onward transportation of any animal in your Vehicle is at our discretion. We will not be liable for any loss or damage that is beyond our reasonable control or which does not arise from our failure to comply with any of these Terms.
15. Following an Incident attended by the police or other emergency service, transportation of the Vehicle will not take place until they have authorised its removal. We are not responsible for any charges if the police or other emergency service concerned insist on an immediate recovery by another breakdown provider.
16. You are responsible for arranging collection of a Vehicle from a repairer following the completion of any repairs.
17. We will not be liable for any delay or failure in performance of our obligations under these Terms if that delay or failure is due to any cause outside our reasonable control.
18. If we make temporary roadside repairs to your Vehicle to allow you to continue your journey, you must arrange for any permanent repairs that are necessary to be carried out as soon as possible. If you do not and the same problem happens again, we may refuse to provide assistance.

Fair use policy

We will provide Black Account Motoring Assistance up to five times in any 12-month period of cover. We may write and tell you when you have reached that limit.

If you need Black Account Motoring Assistance more than five times within the 12-month period of cover, you may have to pay for the services we provide. You will have to pay for these services by credit or debit Card. We will ask you for your payment Card details before we provide assistance.

Law applicable to the contract

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

Your Information

📍 Royal Bank of Scotland Packaged Account Breakdown

The Royal Bank of Scotland plc and U K Insurance Limited (UKI) are aware of the trust you place in us when you buy our products and our responsibility to protect your information. This product is underwritten and administered by UKI. This notice describes who UKI are, why they need to collect your information and how they will use it.

We and UKI will share your information and this notice will also tell you who UKI also need to share it with and why.

1 – Privacy

Why we need your information

We will use your information to give you quotations, and manage your insurance policy, including underwriting and claims handling.

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

We will only collect the information we need so that we can provide you with the service you expect from us.

From time to time we may need to change the way we use your information.

Where we believe you may not reasonably expect such a change we will write to you. When we do so, you will have 60 days to object to the change but if we do not hear from you within that time you consent to that change.

Who we will share your information with

Royal Bank of Scotland Breakdown is underwritten by U K Insurance Limited (UKI).

During the course of our dealings with you we may need to disclose some of your information to other insurers, third party underwriters, reinsurers, credit reference and fraud prevention and law prevention agencies and other companies that provide service to us or you, to:

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

We do not disclose your information to anyone else except where:

- we have your permission
- we are required or permitted to do so by law
- we may transfer rights and obligations under this agreement.

Where we transfer your information

From time to time we may require services from suppliers that are based worldwide and your information will be shared with them for the purposes of providing that service. Where we engage these suppliers we make sure that they apply the same levels of protection, security and confidentiality we apply. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Sensitive Information

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

You will have been asked to agree to this when you first contacted us but please ensure that you only provide us with sensitive information about other people with their agreement.

Dealing with other people

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

Credit Reference Agencies

UKI carries out a consumer search when any application for insurance is submitted. This is done using public data to evaluate insurance risks and no financial information is reviewed as part of this process. There is no visible credit footprint and after 12 months is automatically deleted.

Access to your information

You have the right to see the information we hold about you. This is called Subject Access Request. If you would like a copy of your information, please write to:

The Data Protection Officer, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. A fee may be payable.

2 – Fraud prevention and detection

Please take time to read the following as it contains important information relating to the details you have given or should give to us. You should show this notice to anyone whose data has been supplied to us in connection with your policy.

To prevent and detect fraud we may at any time:

Share information with other organisations and public bodies including the police although we only do so in compliance with the Data Protection Act 1998;

Check and/or file details with fraud prevention agencies and databases and if we are given false or inaccurate information and we identify fraud, we will record this. We and other organisations may also use and search these agencies and databases from the UK and other countries to:

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

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, UKI, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. The agencies may charge a fee.

Complaints procedure

Should there ever be an occasion when you feel that we have failed to honour our promise, we will do everything possible to ensure that your complaint is dealt with quickly and fairly. The easiest way to complain is simply to give us a call. Please contact us on 0370 024 0048. If you wish to write, complaints should be addressed to:

Customer Relations Manager
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. In the unlikely event that your complaint has not been resolved within four weeks of its receipt, we will write and let you know the reasons why and the further action we will take.

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

Their address is:
Financial Ombudsman Service
Insurance Division
Exchange Tower
London E14 9SR

Telephone 0800 023 4567 (free from landlines) or 0300 123 9123

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

Details about our regulator

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

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

Statement of demands and needs

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

Our promise to you

We will always be fair and reasonable whenever you have need of your Black Account Motoring Assistance and we will act quickly to provide that assistance. Telephone calls may be recorded.

Section 3: Black Account Leisure Benefit Terms

81 Black Account Ticket Service Terms

85 Black Account Lifestyle Management and Concierge Service Terms

Black Account Ticket Service Terms

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

General

1. The Black Account Ticket Service is provided on behalf of Royal Bank of Scotland by Affinion International Limited (“we/us/our”), registered in England and Wales (Company Number 01008797) and having our registered office at Charter Court, 50 Windsor Road, Slough SL1 2EJ. These terms govern our relationship with you.
2. As an Black account holder you will receive a 25% cash-back refund (“Cash-back”) on your purchase of up to six tickets for each of four events, per Black account, booked through the Black Account Ticket Service in each 12 month period following the opening of your Black account. Any joint Black account holders are not entitled to receive an additional Cash-back entitlement.
3. You must be included in the party attending the event to qualify for the Cash-back benefit. Tickets must not be re-sold.
4. You may book tickets for events using the Black Account Ticket Service either online or by telephone as detailed below. Tickets for some events may be available online but not via the Tickets Telephony Service and vice versa.
5. Tickets for sporting events may only be booked online via the dedicated Black Account Ticket Service pages of the website rbs.co.uk/blackaccountbenefits.

Online Bookings

1. Bookings may be made online via the dedicated Black Account Ticket Service pages of the website rbs.co.uk/blackaccountbenefits. These pages are provided by Ticketmaster UK Limited, registered in England and Wales (Company Number 02662632) and having its registered office at 48 Leicester Square, London WC2H 7LR (“Ticketmaster”). Any bookings you make online are subject to Ticketmaster’s terms and conditions, details of which can be found at ticketmaster.co.uk/legal/purchase.html. If you are not able to access the website, or if tickets for the event are not available online, you should call Membership Services on 0345 266 8801 to book via the Tickets Telephony Service. Tickets are subject to availability.
2. You must provide credit or debit card details to secure your tickets and payment in full is required at the time of booking.
3. It may be possible to book tickets online for events taking place outside of the United Kingdom and Republic of Ireland but these bookings will not qualify for the 25% Cash-back.

Tickets Telephony Service

1. Bookings can be made by calling Membership Services on 0345 266 8801 between the hours of 8am to 10pm Monday to Sunday, 364 days a Year (excluding Christmas Day) and speaking to a Tickets Service adviser about an event or events for which you would like to buy tickets.
2. We will try to accommodate any specific request you may have, by sourcing a supplier of tickets for the desired event. If it is not possible to provide the requested information, or book your tickets immediately, the Tickets Service adviser will make enquiries and phone you back within 13 business hours with the outcome or status of the enquiry (even if they have not succeeded in sourcing tickets for you). Business hours are between 9am and 5pm Monday to Friday (excluding Bank Holidays).
3. Bookings can only be made for events taking place in the United Kingdom and the Republic of Ireland.
4. Tickets for sporting events cannot be booked through the Tickets Telephony Service.
5. We can only source tickets where they are available at face value.
6. You must provide credit or debit card details to secure your tickets and payment in full is required at the time of booking.
7. If you book tickets for an event taking place within the Republic of Ireland you will be charged in pounds sterling using the average daily prevailing currency exchange rate as published by oanda.com on the previous business day to the day of the time of booking which you will be advised of at the time of booking.
8. For bookings through the Tickets Telephony Service, we purchase tickets from agents and venues on behalf of Black account holders and have no control over the events.
9. You will be asked to provide an email address so that we can issue you with confirmation of your booking and your booking reference. If you cannot provide an email address, your booking confirmation and booking reference will be sent to you by post to the address you provide at the time of booking.
10. All bookings are subject to the terms and conditions of the individual ticket agent and/or venue you book through which you will be asked to accept at the time of purchase. These terms and conditions will be provided to you with your tickets.

Tickets

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

Cash-back

1. The Cash-back is calculated on the full price paid for the tickets, including any booking fee and any processing or delivery fees incurred.
2. The Cash-back is not applicable to any other promotional offer and only applies to tickets purchased through the Black Account Ticket Service.
3. The Cash-back will appear in your online Cash-back Summary on the dedicated Black Account Ticket Service pages of the website **rbs.co.uk/blackaccountbenefits** within 5 days of booking (subject to a successful payment transaction), and will be paid into your Black account within 30 days of your booking.
4. The Cash-back amount will appear as “Tickets Cash-back” on your Black account bank statement.
5. If you book tickets for an event taking place within the Republic of Ireland the Cash-back earned will be in pounds sterling using the average daily prevailing currency exchange rate as published by **oanda.com** on the previous business day to the day the Cash-back is processed (which may vary from the exchange rate used by your payment Card issuer).
6. Cash-back is only applicable for sporting events where the tickets are booked online via the dedicated Black Account Ticket Service pages of the website **rbs.co.uk/blackaccountbenefits**

7. For bookings made online via the dedicated Black Account Ticket Service pages of the website rbs.co.uk/blackaccountbenefits, if for any reason the event that the ticket(s) were purchased for is cancelled, you will receive a full refund of the price paid at the time of purchase to the credit or debit card used to purchase the ticket(s) online originally.
8. For bookings made through the Tickets Telephony Service, if for any reason the event that the ticket(s) were purchased for is cancelled, you will receive a full refund of the price paid at the time of purchase (less any Cash-back already paid to you) to the credit or debit card used to purchase the ticket(s) originally.
9. We reserve the right to retrieve the Cash-back paid to you at the time of the purchase of the ticket(s) if the event that the ticket(s) were purchased for is cancelled. If we are going to debit the Cash-back value from your Black account we will write to you giving no less than 28 days' notice of the date this debit will be made, along with the Black account details from which it will be taken, and the amount.

Customer Service

1. Membership Services must be contacted for all booking related queries, complaints and claims. Please write to Customer Services Manager, Membership Services, Sentinel House, Airspeed Road, Portsmouth PO3 5RF or call Membership Services on 0345 266 8801. If telephoning, your call may be recorded for quality and training purposes.
2. Any complaint regarding an event that you attend must be brought to the attention of the venue management as early as possible during the event and, if not resolved to your satisfaction, should be notified to Membership Services on 0345 266 8801.

Data Protection

For the purposes of the Data Protection Act 1998, we, are a data controller. Subject to your consent and in accordance with all relevant data protection laws, we shall process any personal data you provide to us for the purpose of providing you with the products and services you have requested. We shall be entitled to disclose to any associated companies and third parties (including, but not necessarily limited to, tickets agents, theatres and other event venues and suppliers) such information as may be necessary to provide you with products and services you have requested or for the verification of details relating to your booking or of other services offered by us. The information you provide to us will be shared with The Royal Bank of Scotland Group. You are entitled to receive a copy of any personal data held by us relating to you subject to payment of an administration fee of no more than the maximum stipulated in the Data Protection Act 1998.

Black Account Lifestyle Management and Concierge Service Terms

Background

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

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

1. Ten Lifestyle Management and Concierge Service

- 1.1 The Service comprises responding to your lifestyle requests for support around travel management, retail purchases, home improvement supplier recommendations, restaurant and theatre reservations, tickets and live event ticketing and any other lifestyle services that you may require from time to time.
- 1.2 Ten may decline any instruction on the grounds that it is outside its remit, or if it is illegal or immoral. Where Ten declines an instruction it will inform you as soon as reasonably possible and the instruction will not be counted as a request.
- 1.3 You can access the Service in any of the following ways:
 - (a) **by phone:** 0345 266 8801;
 - (b) **by email:** membership@tengroup.com;
 - (c) **online:** membershipbenefits.rbs.co.uk.
- 1.4 Ten will use all reasonable endeavours to introduce you to a supplier who is suited to meet your needs.
- 1.5 In certain circumstances, Ten may undertake to manage the request and liaise with the supplier on your behalf. Ten will let you know if this is the case, otherwise Ten will simply introduce you to a supplier and you will be responsible for liaising with the supplier and agreeing the basis upon which the request is supplied.
- 1.6 Ten will use all reasonable efforts to ensure that when you use the Service, you do not pay more than the local market rate or the recommended retail price for any goods or services concerned. This is referred to as the “**Ten pricing principle**”.

2. Suppliers

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

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

3. Use of the Service

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

4. Charges and payment

- 4.1 You shall pay all charges reasonably levied by suppliers as notified to you at the time of booking.
- 4.2 You shall pay any additional charges levied by Ten from time to time. These charges will be agreed with you in advance and will be restricted to charges for:
 - (a) the use of Ten's specialist motor service (details available upon request); and
 - (b) situations where Ten takes on the role of the supplier (for example, if a member of Ten staff hand delivers a package for you, rather than instructing a courier company to do so).
- 4.3 The scope and extent of tasks will be defined and agreed with you in advance of any additional charge being levied. Additional terms and conditions may apply in these circumstances and will be notified to you in advance of any additional charge being levied.

- 4.4 Ten may manage payments to suppliers on your behalf (for example, if the supplier is not able to accept credit card payments, Ten may help to facilitate that payment). In such instances Ten will charge you and pay the funds to the supplier on such terms as have been agreed by Ten and the supplier. The money will be held by Ten in a designated trust account until it is paid to the supplier. Ten may earn interest on this money.
- 4.5 Ten may earn commission from suppliers as a result of introducing you to suppliers. This commission will not override the Ten pricing principle.

5. Personal Information

- 5.1 You agree to Ten holding and processing (by computer or otherwise) any personal information which Ten will process in accordance with the principles laid down by the law.
- 5.2 You are entitled to ask Ten in writing to supply you with any personal information it holds about you and Ten may charge a fee for this.
- 5.3 Your personal information may be transferred outside the European Economic Area for the purpose of Ten fulfilling the Service, for example where the supplier is situated outside this area.
- 5.4 Ten will not disclose any personal information to any third party except:
 - (a) where it is necessary for the provision of the Service;
 - (b) where you have specifically agreed that Ten may do so;
 - (c) for fraud prevention purposes;
 - (d) to any person who may assume Ten's rights under these terms;
 - (e) where Ten has a right or duty to disclose or is compelled to do so by law.

6. Liability

- 6.1 When you instruct a supplier, the contract is with the supplier and not with Ten. Ten is not responsible for the actions of the supplier (unless there has been a breach by Ten).
- 6.2 Subject to the terms of this agreement and to the extent permissible by law, Ten accepts no responsibility for any loss, liability or cost incurred by you as a result of any act or omission by a supplier.
- 6.3 Neither you nor Ten will be responsible for any delay in performance or for non-performance due to an event beyond either party's reasonable control, including without limitation strike, lock-out, labour dispute, act of God, war, terrorist act, civil commotion, malicious damage, compliance with a law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, and other circumstances affecting the Service. Ten will notify you and will endeavour to provide the Service to you as soon as possible in these circumstances.

7. Communications with Ten

You can contact Ten:

- (a) **by phone:** 0345 020 4555
- (b) **by post:** The Membership Team
Ten Group
Fitzroy House, 2nd Floor
355 Euston Road
London
NW1 3AL
- (c) **by fax:** +44 (0) 20 7479 3390
- (d) **by email:** membership@tengroup.com

8. Complaints

- 8.1 Ten's goal is to give excellent service to all its customers but it recognises that things do go wrong occasionally. Ten takes all complaints it receives seriously and aims to resolve all its customers' problems promptly and achieve a fair outcome. To ensure that it provides the kind of service you expect, Ten welcomes your feedback. Ten will review the complaints it receives to make sure that it continually improves the service it offers.
- 8.2 If you are unhappy with any aspect of the handling of your request we would encourage you, in the first instance, to seek resolution by contacting Ten:
- (a) **by phone:** 0345 020 4555
 - (b) **by email:** membership@tengroup.com
 - (c) **by post:** The Membership Team
Ten Group
Fitzroy House, 2nd Floor
355 Euston Road
London
NW1 3AL
- 8.3 So that Ten can get to the bottom of your complaint straight away, it needs as much information as possible. To help Ten do this, please try to include the following information when you contact Ten:
- your contact details, including any daytime phone numbers;
 - your account number and sort code;
 - what your complaint is about;
 - any names or dates you've noted if you've already spoken to someone about this problem;

- any losses you've suffered; and
- what you'd like Ten to do to put things right.

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

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

9. Consumer Rights

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

10. Governing Law and Jurisdiction

10.1 If your address is in Scotland:

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

10.2 If your address is in England or elsewhere:

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



Braille, large print or audio format?

If you would like this information in another format, call us on **03457 24 24 24** (Minicom **0800 404 6160**).

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

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

For further information about the compensation provided by the FSCS, refer to the FSCS website www.FSCS.org.uk

Calls may be recorded.

The Royal Bank of Scotland plc. Registered Office: 36 St Andrew Square, Edinburgh EH2 2YB.
Registered in Scotland No. 90312.

rbs.co.uk

RBS04690 26 June 2017