

# smilemore current account

## Policy Documents

Incorporating The Co-operative Travel Insurance, The Co-operative Mobile Phone Insurance, The Co-operative Motor Breakdown Assistance and European Cover

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# The Co-operative travel insurance

# Benefits Schedule

Benefits	Excess	
Medical Helpline 24/7 Service	Yes	
Travel Advice	Yes	
Legal Assistance	Yes	
Travel Assistance	Yes	
Lost or Stolen Documents	Yes	
Interpreter	Yes	
Message Relay	Yes	
Lost Luggage Assistance	Yes	
Cancellation/Curtailment/Abandonment	up to £3,000	£50
Delayed Departure (maximum)	£100	Nil
– After first 12 hours	£20	
– Per 6 hour period thereafter	£20	
Missed Departure	up to £1,000	nil
Baggage Delay, maximum after 12 hours	£100	nil
Personal Accident, maximum	up to £25,000	nil
– Loss of Limbs or Sight	£25,000	
– Permanent Total Disablement (>16 <70)	£25,000	
– Permanent Total Disablement (<16 >70)	nil	
– Death Benefit	£25,000	
Medical Expenses and Repatriation	up to £10,000,000	£50
– Associated Expenses only within the UK	£2,000	£50
Emergency Dental Pain Relief	up to £500	£50
Hospital Benefit, maximum	£500	-
– per day	£25	
Funeral Expenses	up to £2,000	nil
Baggage and Money (maximum)	£1,500	£50
– Single Article Limit	£250	
– Valuables Limit in Total	£250	
– Personal Money	£500	£50
• Cash Limit	£250	£50
• Cash Limit under 16s	£100	£50
Loss of Passport/Travel Documents	£250	nil
Personal Liability	up to £2,000,000	nil or £100
Overseas Legal Expenses and Assistance	up to £25,000	nil
Ski Equipment Owned	up to £400	£50
Hired	up to £400	£50
Single Article, Pair Limit	£100	
Ski Hire	£50 per week, max £150	
Ski Pack	£50 per week, max £150	
Piste Closure, maximum	£250	
– per day	£20	

## Important notice

- 1 This policy contains certain restrictions regarding pre-existing **Medical Conditions** concerning the health of the people travelling and of other people upon whose health the holiday may depend. **You** are advised to read the Health Conditions and Exclusions on page 15.
- 2 **You** must claim against **Your** private health insurer first for any inpatient medical expenses abroad up to **Your** policy limit.
- 3 Please do not **Curtail** any **Trip** without contacting **AXA Assistance** – see page 20.

## Introduction

This is **Your** travel insurance policy. It contains details of cover, conditions and exclusions relating to each **Insured Person** and is the basis on which all claims will be settled.

On the condition that **You** meet the requirements of being a **Covered Person**, **We** will in the event of **Bodily Injury**, death, **Medical Condition**, disease, loss, theft, damage or other events happening within the **Period of Insurance** provide insurance in accordance with the operative sections of **Your** policy as referred to in **Your** schedule.

The schedule and any endorsements are all part of the policy. The information **You** have supplied forms part of the contract of insurance with **Us**. **Your** policy is evidence of that contract.

### The Law Applicable to this Contract

**Your** policy will be governed by the laws of England and Wales unless **We** have specifically agreed otherwise.

### Policy Information or Advice

If **You** would like more information telephone **Our** customer helpline on **0844 811 0924**.

### Underwriter

Benefits under this policy are provided by AXA Travel Insurance Limited and underwritten by Inter Partner Assistance Irish Branch, 10/11 Mary Street, Dublin 1, Ireland, which is a branch of Inter Partner Assistance S.A., Avenue Louise 166 bte 1, 1050 Brussels, a Belgian Company authorised by the Banking Finance and Insurance Commission of Belgium under registration number 0487 and regulated by the Financial Services Authority for their conduct of UK Business. All are member companies of the AXA Global Group.

### Policy Excess

Under most sections of the policy, claims will be subject to an excess. This means that **You** will be responsible for paying the first part of each and every claim per incident for each **Insured Person**.

### United Kingdom Residents

This policy is only available to **You** if **You** are a resident of the **United Kingdom** at the date of booking each holiday.

**Your policy number is: BANK092008**

# Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy. For ease of reading the definitions are highlighted by the use of bold print and will start with a capital letter.

## You/Your/Insured Person

– for single account holders: The **First Named Account Holder**, their spouse or **Partner**, their children who permanently reside with the **First Named Account Holder** and who have no other residence or are in full time education, and are under 23 years of age. The **First Named Account Holder's** spouse or **Partner** and/or children are only covered when travelling with the **First Named Account Holder**.

– for **Joint Account Holders**: The **First and Second Named Account Holders**, their children who permanently reside with the account holders and who have no other residence or are in full time education, and are under 23 years of age. The **First and Second Named Account Holder** may travel independently of each other but their children are only covered when travelling with one or both account holders.

All **Insured Persons** must be under 80 years of age or under 65 years for holidays involving **Winter Sports Activities**.

## We/Us/Our

– AXA Travel Insurance Limited and Inter Partner Assistance Irish Branch, 10/11 Mary Street, Dublin 1, Ireland, which is a branch of Inter Partner Assistance S.A., Avenue Louise 166 bte 1, 1050 Brussels, a Belgian company authorised by the Banking, Finance and Insurance Commission of Belgium under registration number 0487 and regulated by the Financial Services Authority for the conduct of UK business. All are member companies of the AXA Global Group.

## AXA Assistance

– the Assistance Service Provider, AXA Assistance Services Europe Limited, 10/11 Mary Street, Dublin 1, Ireland.

## Baggage

– luggage, clothing, personal effects, **Valuables**, and other articles which belong to **You** and are worn, used or carried by **You** during any **Trip**.

## Bodily Injury

– an identifiable physical injury sustained by **You** due to a sudden, unexpected and specific event. Injury as a result of **Your** unavoidable exposure to the elements shall be deemed to be a **Bodily Injury**.

## Close Relative

– mother, father, sister, brother, wife, husband, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, legal ward, **Partner** or fiancé/fiancée or Common-Law Partner (any couple, including same-sex, in a common law relationship or who have co-habited for at least 6 months).

## Curtailment/Curtail

– abandoning **Your Trip** by direct return to the **United Kingdom** or by attending a hospital abroad for in excess of 48 hours as an in-patient and then being repatriated directly from the hospital to the **United Kingdom**.

## First Named Account Holder

– the person whose name appears first on the smilemore current account.

## Home

– **Your** normal place of residence in the **United Kingdom**.

## Incidental Basis

– participating in sports that are not the sole or main reason for **Your Trip**.

## Joint Account Holder/Second Named Account Holder

– the person whose name appears second on the smilemore current account and is the spouse or **Partner** of the **First Named Account Holder**.

## Medical Condition(s)

– any disease, illness or injury.

## Medical Practitioner

– a qualified, registered practising member of the medical profession who is not related to **You** or any person with whom **You** are travelling.

## Partner

– the spouse or legal **Partner** of the **First Named Account Holder** at the same address in a relationship (for six months or more).

## Period of Insurance

Cover commences on the date **You** open a smilemore current account and will continue for each month **You** hold that account and continue to pay the monthly subscription.

Under this policy Section C – Cancellation cover – shall be operative from the date **You** open a smilemore current account or the time **You** book each **Trip**, whichever is later, and ceases upon commencement of **Your Trip** or on the expiry of the **Period of Insurance**, whichever is sooner. For all other sections of the policy, the insurance commences when **You** leave **Your Home** or hotel, or **Your** place of business (whichever is the later) to commence the **Trip** and terminates at the time **You** return to **Your Home**, hotel or place of business (whichever is the earlier) on completion of the **Trip**.

If **You** cancel **Your** smilemore current account mid-term and/or cease to pay the monthly subscription then all cover will cease from the expiry date of **Your** subscription, whether or not **You** are on a holiday at the time.

The **Period of Insurance** is automatically extended for the period of the delay in the event that **Your** return to the **United Kingdom** is unavoidably delayed due to an event covered by this policy.

### **Personal Money**

– bank notes currency notes and coins in current use, travellers' and other cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets, hotel vouchers and passport, all held for private purposes.

### **Public Transport**

– any publicly licensed aircraft, sea vessel, train or coach on which **You** are booked to travel.

### **Ski Equipment**

– skis (including bindings), ski boots, ski poles and snowboards.

### **Sports Activities and Winter Sports Activities**

– the activities listed on page 17 undertaken on an **Incidental Basis** by **You** during a holiday. During a winter holiday the **Winter Sports Activities** detailed are covered by **Your** policy.

### **Territorial Limits**

– worldwide, excluding the **United Kingdom** for Medical Expenses Benefits. Any **Trip** solely within the **United Kingdom** is only covered where **You** have pre-booked at least two nights accommodation in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee.

### **Terrorism**

– an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisations(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### **Trip**

– any holiday, or journey for pleasure of not more than 45 continuous days made by **You** within the **Territorial Limits** during the **Period of Insurance**, beginning and ending in the **United Kingdom**. Cover for a **Trip** involving **Winter Sports Activities** is limited to 21 days in any 12 month period.

Any **Trip** solely within the **United Kingdom** is only covered where **You** have pre-booked at least two nights accommodation in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee.

**You** must not undertake business of any kind during the holiday.

### **Unattended**

– when **You** are not in full view of and not in a position to prevent unauthorised interference with **Your** property or vehicle.

### **United Kingdom**

– England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

### **Valuables**

– jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, leather goods, cameras, camcorders, photographic, audio, video, computer, television and telecommunications equipment (including CDs, DVDs, tapes, films, cassettes, cartridges and headphones), computer games and associated equipment, telescopes, binoculars, portable DVD players, ipods, MP3 players.

# General Conditions – Applicable to the Whole Policy

**You** must comply with the following conditions to have the full protection of the Benefit Schedule. If **You** do not comply **We** may at **Our** option refuse to deal with **Your** claim, or reduce the amount of any claim payment.

## Section 1 – General Conditions

### 1 Dual Insurance

If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability **We** will not pay more than **Our** proportional share (not applicable to Section H – Personal Accident). Under Section E – Medical Expenses – **Your** private health insurer must pay the first amount as stated in their policy and **We** will commence cover once that limit has been exhausted.

**You** must claim against **Your** private health insurer, state health provider and/or other travel insurer first for any in-patient medical expenses abroad up to all applicable limits.

**You** are not covered for any claim where **You** are entitled to Indemnity under any other Insurance, including any amounts recoverable from any other source, except in respect of any excess beyond the amount which would have been covered under such other Insurance, or any amount recoverable from any other source, had the benefits in this policy herein not been effected.

### 2 Reasonable Precautions

**You** must take all reasonable precautions to avoid injury, illness or disease, and take all practicable steps to safeguard **Your** property from loss, theft or damage and to recover property lost or stolen.

### 3 Maximum Age Limit

The maximum age limit for medical benefits is 79 years (or 64 years for holidays involving **Winter Sports Activities**).

### 4 Curtailment Assistance

In the event of **Curtailment** necessitating **Your** early return **Home** **You** must contact **AXA Assistance**. The service is available to **You** and operates 24 hours a day, 365 days a year for advice and assistance with **Your** return **Home**. **AXA Assistance** will arrange transport **Home** when **You** have notice of serious illness, imminent demise, or death of a **Close Relative** at **Home**.

## Section 2 – Claims Conditions

### Claims

**You** must notify **AXA Assistance** on Tel: **0844 811 0924**.

- 1 The notification must be made within 31 days or as soon as possible thereafter following any **Bodily Injury**, illness, disease, incident, event, redundancy or the discovery of any loss, theft or damage which may give rise to a claim under this policy.
- 2 **You** must also inform **Us** if **You** are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to **Us** without delay. **You** or anyone acting on **Your** behalf must not negotiate admit or repudiate any claim without **Our** written consent.
- 3 **You** or **Your** legal representatives must supply at **Your** own expense all information, evidence, details of household insurance and medical certificates as required by **Us**. **We** reserve the right to require **You** to undergo an independent medical examination at **Our** expense. **We** may also request and will pay for a post-mortem examination.
- 4 **You** must retain any property which is damaged, and, if requested, send it to **Us** at **Your** own expense. If **We** pay a claim for the full value of the property and it is subsequently recovered or there is any salvage then it will become **Our** property. **We** may refuse to reimburse **You** for any expenses or goods for which **You** cannot provide receipts or bills.

## Subrogation

**We** are entitled to take over and conduct in **Your** name the defence and settlement of any legal action. **We** may also take proceedings at **Our** own expense and for **Our** own benefit, but in **Your** name, to recover any payment **We** have made under this Benefit Schedule to anyone else.

## Fraud

**You** must not act in a fraudulent manner. If **You** or anyone acting for **You**:

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect, or
- Make a statement in support of a claim knowing the statement to be false in any respect, or
- Submit a document in support of a claim knowing the document to be forged or false in any respect, or
- Make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance

then

- We** shall not pay the claim
- We** shall not pay any other claim which has been or will be made under the policy
- We** may at **Our** option declare **Your** benefits void
- We** shall be entitled to recover from **You** the amount of any claim already paid under the policy
- We** may inform the police of the circumstances
- We** shall not make any return of premium.

## Section 3 – Emergency And Medical Conditions

Contact **AXA Assistance** on

Telephone: **+44 (0) 844 811 0925** or **+ 44 (0) 203 147 7363**

In the event of a serious illness or accident which may lead to in-patient hospital treatment, or before any arrangements are made for repatriation or in the event of **Curtailment** necessitating **Your** early return **Home**, or in the event of **You** incurring medical expenses in excess of £500, **You** must contact **AXA Assistance**. The service is available to **You** and operates 24 hours a day, 365 days a year for advice, assistance, making arrangements for hospital admission, repatriation and authorisation of medical expenses. If this is not possible because the condition requires immediate emergency treatment **You** must contact **AXA Assistance** as soon as possible. Private medical treatment is not covered unless authorised specifically by **AXA Assistance**.

## Medical Assistance Abroad

**AXA Assistance** has the medical expertise, contacts and facilities to help should **You** be injured in an accident or fall ill. **AXA Assistance** will also arrange transport **Home** when this is considered to be medically necessary, or when **You** have notice of serious illness or death of a **Close Relative** at **Home**.

## Payment for Medical Treatment Abroad

If **You** are admitted to a hospital/clinic while outside the **United Kingdom**, **AXA Assistance** will arrange for medical expenses covered by the policy to be paid direct to the hospital/clinic. To take advantage of this benefit someone must contact **AXA Assistance** for **You** as soon as possible.

For simple out-patient treatment, **You** should pay the hospital/clinic yourself and claim back medical expenses from **Us** on **Your** return to the **United Kingdom**. Beware of requests for **You** to sign for excessive treatment or charges. If in doubt regarding any such requests, please call **AXA Assistance** for guidance.

## Reciprocal Health Agreements

### European Union (EU), European Economic Area (EEA) and Switzerland

If **You** are travelling to countries within the European Union (EU), European Economic Area (EEA) or Switzerland, **We** strongly recommend **You** apply for and obtain a European Health Insurance Card (EHIC) for all **Insured Persons** and make sure that any medical treatment is provided at hospitals or by doctors working within the terms of the reciprocal health care agreement, unless **AXA Assistance** agree otherwise. If **You** are admitted to a private clinic **You** may be transferred to a public hospital as soon as the transfer can be arranged safely. **You** can apply for an EHIC online through [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) or by postal application form available from the Post Office or by calling **0845 606 2030**.

### Australia

If **You** require medical treatment in Australia **You** must enrol with a local MEDICARE office. **You** do not need to enrol on arrival but **You** must do this after the first occasion **You** receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Details of how to enrol and free treatment available can be found in the Health Advice for Travellers booklet available from **Your** local Post Office. Alternatively, please call **AXA Assistance** for guidance.

If **You** are admitted to hospital contact must be made with **AXA Assistance** immediately and their authority obtained in respect of any treatment to be given.

## Section 4 – Special Conditions, Baggage, Personal Money And Ski Equipment

- 1 **You** must report all incidences of loss, theft, or attempted theft of **Baggage, Personal Money** and **Ski Equipment** to the local Police within 24 hours of discovery and obtain a written report. A Holiday Representative's Report is not sufficient.
- 2 For items damaged whilst on **Your Trip You** must obtain an official report from an appropriate local authority.
- 3 If **Baggage, Personal Money** and **Ski Equipment** is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel **You** must report to them, in writing, details of the loss, theft or damage and obtain an official report from an appropriate local authority. If **Baggage, Personal Money** and **Ski Equipment** is lost, stolen or damaged whilst in the care of an airline **You** must:
  - a) obtain a Property Irregularity Report from the airline
  - b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy)
  - c) retain all travel tickets and tags for submission if a claim is to be made under this policy.
- 4 **You** must provide an original receipt or proof of ownership for items lost, stolen or damaged to help **You** to substantiate **Your** claim.
- 5 Receipts for items lost, stolen or damaged must be retained as these will help **You** to substantiate **Your** claim.

# General Exclusions – Applicable to the whole Policy

## Section 1 – General Exclusions

**We** will not pay for claims arising directly or indirectly from:

- 1 War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **Terrorism**, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses under Section E – Emergency Medical and Other Expenses, Section F – Hospital Benefit and Section H – Personal Accident unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any **Trip**.
- 2 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 nuclear assembly or nuclear component of such assembly.
- 3 Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 4 **Your** participation in or practice of any sport or activity unless it is shown as covered in the list of **Sports Activities** and **Winter Sports Activities** on page 17.
- 5 **Your** engagement in or practice of: manual work involving the use of dangerous equipment in connection with a profession business or trade; flying except as a fare paying passenger in a fully-licensed passenger-carrying aircraft; the use of a moped, motorcycle, car, van, lorry or similar motorised vehicle unless a full **United Kingdom** driving licence is held permitting the use of such vehicles and in the case of a moped or motorcycle **You** and **Your** passenger are wearing a helmet; professional entertaining; professional sports; racing (other than on foot); motor rallies and motor competitions or any tests for speed or endurance.
- 6 **Your** pursuit of the following winter sports: Off-piste skiing without a guide, skiing against local authoritative warning or advice, ski stunting, free-style skiing, Nordic skiing, ice hockey, bobbing, tobogganing, heli skiing, ski acrobatics, ski flying, ski jumping, ski mountaineering, glacier skiing, snowcat skiing, snow carting or the use of bob sleighs, luges or skeletons.
- 7 **Your** wilfully, self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, alcohol abuse, the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a **Medical Practitioner**, but not for the treatment of drug addiction), self exposure to needless peril (except in an attempt to save human life).
- 8 A condition **You** have in respect of which a **Medical Practitioner** has advised **You** not to travel or would have done so had **You** sought his/her advice.
- 9 A condition for which **You** are travelling with the intention of obtaining medical treatment (including surgery or investigation) or advice outside of the **United Kingdom**.
- 10 A condition for which **You** are not taking the recommended treatment or prescribed medication as directed by a **Medical Practitioner**.
- 11 **Your** own unlawful action or any criminal proceedings against **You**.
- 12 Consequential loss of any kind (for example the replacement of locks following loss of keys).
- 13 Operational duties as a member of the Armed Forces.
- 14 **Your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign and Commonwealth Office or the World Health Organisation has advised the public not to travel or are officially under embargo by the United Nations.

## Section 2 – Special Exclusions – Baggage, Personal Money and Ski Equipment

- 1 Payment will be made based on the value of the property at the time it was damaged, lost or stolen. A deduction will be made for wear, tear and loss of value depending on the age of the property.
- 2 Loss, theft of or damage to **Valuables** or **Your** passport left **Unattended** at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe or locked safety deposit box.

- 3 Loss, theft of or damage to **Baggage, Personal Money** and **Ski Equipment** contained in an **Unattended** vehicle:
  - a) overnight between 9pm and 9am (local time), or
  - b) at any time between 9am and 9pm (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view and evidence of forcible and violent entry to the vehicle confirmed by a police report.
- 4 Loss or damage due to delay, confiscation or detention by customs or other authority.
- 5 Loss, theft of or damage to cheques other than travellers' cheques, money, postal or money orders, pre-paid coupons or vouchers, travel tickets, hotel vouchers and passports.
- 6 Loss, theft of or damage to unset precious stones, contact or corneal lenses, eye glasses, hearing aids, dental or medical fittings, cosmetics, antiques, musical instruments, deeds, manuscripts, securities, perishable goods, bicycles, **Ski Equipment**, golf equipment and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
- 7 Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or accident to the aircraft, sea vessel, train or vehicle in which they are being carried.
- 8 Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
- 9 Claims which are not supported by the original receipt, proof of ownership or insurance valuation (obtained prior to the loss) of the items lost, stolen or damaged.
- 10 Loss, theft of or damage to business goods, samples, tools of trade, motor accessories and other Items used in connection with **Your** business, trade, profession or occupation.
- 11 Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown or liquid damage.
- 12 Loss or damage due to depreciation in value, variations in exchange rates or shortages due to error or omission.
- 13 Claims arising from loss or theft from **Your** accommodation unless there is evidence of forced entry which is confirmed by a police report.
- 14 Claims arising from damage caused by leakage of powder or liquid carried within personal effects or **Baggage**.
- 15 Claims arising from loss, theft or damage of **Baggage, Personal Money** and **Ski Equipment** shipped as freight or under a bill of lading.

# Health Conditions and Exclusions

## Important Note

It is important that **You** call the Co-operative Bank Medical Assessment Helpline on **0844 811 0926** at the time of opening **Your** account or the date of booking a **Trip** if any **Insured Person** or other person upon whom the travel plans would depend, e.g. a travelling companion, relative or business associate, suffers from a serious, chronic or recurring **Medical Condition**. If **You** wish **Us** to consider providing cover for any **Trip** booked prior to the date **You** opened **Your** smilemore current account, **You** must also call the Medical Assessment Helpline for advice regarding any pre-existing **Medical Conditions**. If **You** do not provide this information **We** may not cover claims due to these **Medical Conditions**.

**You** must also advise the Medical Assessment Helpline if between the date of booking a **Trip** and the departure date, **You** or anyone upon whose good health the **Trip** depends receives medical advice for a potentially serious illness or injury – the Medical Assessment Helpline will advise **You** how this affects **Your** cover.

## Exclusions Relating to Your Health

You will not be covered under:

- Section C – Cancellation and/or Curtailment Charges
- Section E – Emergency Medical and Other Expenses
- Section F – Hospital Benefit
- Section H – Personal Accident

for any claims arising directly or indirectly from:

- 1 Any **Medical Condition You** have, or have had, for which **You** are taking prescribed medication or are waiting to receive, or have received treatment (including surgery, tests or investigations) within the 6 months prior to the opening of **Your** smilemore current account or within 6 months prior to booking any **Trip**, whichever is the latter, unless **You** have contacted **Us** and **We** have agreed, in writing, to cover **You**.

If **You** wish to apply for cover for such **Medical Conditions**, **You** need to contact **Us** on **0844 811 0926**.

- a) upon opening **Your** smilemore current account if **You** already have a **Trip** booked, or before **You** book **Your** first **Trip** after opening a smilemore current account.
- b) before booking a **Trip** if **Your** health has changed, **Your** **Medical Condition** has deteriorated, **Your** dosage or number of prescribed medications has increased or **You** have developed a new **Medical Condition**.

If **You** have only one **Medical Condition** and this is one of those shown in the table of No Screen Conditions at the end of this section, then this will be covered under the policy without the need to contact **Us**. **You** must contact **Us** if **You** have more than one **Medical Condition**.

Cover for any **Medical Condition** may be subject to payment of an additional premium and increased excess. This will be confirmed when **You** contact **Us**.

- 2 Any **Medical Condition** for which **You** have received a terminal prognosis.
- 3 Any **Medical Condition You** have of which **You** are aware and have sought, but not received, a diagnosis.
- 4 Any **Medical Condition You** have for which **You** are on a waiting list or have knowledge of the need for surgery, in-patient treatment or investigation at a hospital, clinic or nursing home.
- 5 Any **Medical Condition You** have in respect of which a **Medical Practitioner** has advised **You** not to travel or would have done so had **You** sought his/her advice.
- 6 Any **Medical Condition You** have and for which **You** are not taking the recommended treatment or prescribed medication as directed by a **Medical Practitioner**.
- 7 Any mental condition including fear of flying or other travel phobia.
- 8 Any circumstance **You** are aware of that could reasonably be expected to give rise to a claim on this policy.
- 9 Any **Medical Condition You** have and for which **You** are travelling with the intention of obtaining treatment outside of the **United Kingdom**.

**No Screen Conditions** (**You** do not have to contact **Us** if **You** only have one of these)

- Acid reflux
- Acne
- ADHD (attention deficit hyperactivity disorder)
- Allergy (requiring non-prescriptive treatment only)
- Allergy – with Epipen if prescribed
- Arthritis
- Asthma
- Broken or fractured bones
- Cataracts
- Chicken pox
- Colds or Flu
- Colitis
- Crohn's disease
- Diabetes
- Diverticulitis
- Dyspepsia
- Eczema
- Epilepsy
- Glaucoma
- Gout
- Hayfever
- Hernia
- Hypercholesterolemia (high cholesterol)
- Hypertension/High blood pressure
- Hyperthyroidism (overactive thyroid)
- Hypothyroidism (underactive thyroid)
- Hysterectomy (provided carried out more than six months ago)
- Irritable Bowel Syndrome
- Meniere's disease
- Menopause/HRT
- Migraine
- Osteoporosis
- Parkinson's disease
- Psoriasis
- Sinusitis
- Tendonitis
- Tonsillitis
- Varicose veins
- Vertigo

To declare a pre-existing **Medical Condition** or a change in **Your** state of health or prescribed medication, **You** should contact **Us** on: **0844 811 0926**.

# Sports and Winter Sports Activities

Please note: This insurance does not cover **You** whilst engaged in any organised team or contact sport and/or any sport or competition as a professional.

## Sports Activities

- Archery (under supervision)
- Badminton
- Baseball
- Basketball
- Beach Games
- Bowls
- Canoeing/Kayaking/Rafting (up to grade 3, excluding white water)
- Clay Pigeon Shooting (under supervision)
- Curling
- Cycling (excluding racing)
- Deep Sea Fishing
- Fell Walking (under supervision)
- Fencing
- Fishing
- Golf
- Hiking (under 2,000 meter altitude)
- Horse Riding (no jumping/ hunting)
- Pony Trekking
- Roller Skating
- Roller Blading
- Rounders
- Rowing
- Sail Boarding †
- Sailing (inland/coastal waters only) † \*
- Scuba diving \*\*
- Skin diving
- Snorkelling
- Squash
- Surfing †
- Swimming
- Table Tennis
- Tennis

- Trampolining
- Water Polo
- Water Skiing †
- Wind Surfing †

† No Personal Liability cover.

\* Coastal waters are defined as within a twelve mile limit from the coastline.

\*\*Scuba diving to the following depths, when **You** hold the following qualifications, and are diving under the direction of an accredited dive marshal, instructor or guide and within the guidelines of the relevant diving or training agency or organisation:

PADI Open Water – 18 metres

PADI Advanced Open Water – 30 metres

BSAC Ocean Water – 20 metres

BSAC Sports Diver – 35 metres

BSAC Dive Leader – 50 metres

**We** must agree any equivalent qualification. If **You** do not hold a qualification, **We** will only cover **You** to dive to a depth of 18 metres.

## Winter Sports Activities

- Cross Country Skiing (on recognised paths)
- Dry Slope Skiing
- Ice Skating (no speed skating)
- Off-piste skiing \*
- Ski Boarding
- Sledging
- Snowboarding/Snowsurfing
- Snow Shoeing
- Snow Skiing
- Snow Mobiling as a passenger only †

† No Personal Liability cover

\* With a qualified guide in areas that resort management consider to be safe.

# The Insurance

## Section A. Travel Advice

### What IS Covered

#### Section A

Before and during **Your Trip We** will provide **You** with information on:

- 1 Current visa and entry requirements for all countries.  
If **You** hold a passport from a country other than the **United Kingdom, We** may need to refer **You** to the embassy or consulate of the country concerned.
- 2 Current vaccination requirements for all countries and information on current World Health Organisation warnings and where **You** can get them.
- 3 What **You** should take with **You** regarding first aid and health.
- 4 Weather forecasts abroad.
- 5 Specific languages spoken and details of the countries **You** plan to visit.
- 6 Time zones and time differences.
- 7 Opening hours of major banks including information and advice on the acceptability of various currencies and travellers' cheques and the main currency in use at the travel destination, as well as the current exchange rates.

**We** can also arrange the following for **You**:

- 1 Transport to and from airports.
- 2 Make hotel bookings and reservations.
- 3 Book hire cars.
- 4 Make reservations and bookings on scheduled flights.
- 5 Book tickets for events **You** may wish to see while **You** are away, such as theatre, shows, concerts and exhibitions.

# Section B. Travel Assistance

## What IS Covered

During **Your Trip We** will:

- 1 Assist **You** with the procurement of a lawyer and/or interpreter and or the advance of any legal or interpreter's fees if **You** are arrested or threatened with arrest while travelling, or are required to deal with any public authority.
- 2 Relay messages to **Your Close Relatives**, business colleagues or friends in the **United Kingdom**.
- 3 Assist in locating **Your** lost luggage and provide **You** with regular updates on the current situation.
- 4 Assist in obtaining replacement travel documents if the documents required for the return journey are lost or stolen. **We** will not pay the charges payable for issuing new documents.
- 5 Advise **You** on how and where to cancel **Your** credit cards if they are lost or stolen.
- 6 Advise **You** on how to transfer money out to **You** if required.
- 7 Provide help in replacing **Your** essential prescription medication if it, or a local equivalent is unavailable when **You** are outside of the **United Kingdom**. **We** will only pay the cost for the shipping, not for the cost of the medication, duties or taxes.
- 8 Provide an escort service for unaccompanied minors. Any resulting costs will have to be funded by **You**.

## What IS NOT Covered

- 1 The cost of any advance, flight or delivery fee.
- 2 Anything mentioned in General Exclusions on page 13.

**For travel advice and assistance telephone +44 (0) 844 811 0927.**

# Section C. Cancellation and/or Curtailment Charges

**You** should always contact **AXA Assistance** before **You** cancel or curtail **Your Trip**

To cancel **Your Trip** telephone **0844 811 0924**.

To curtail **Your Trip** telephone **+44 (0) 844 811 0925**.

## What IS Covered

**We** will pay **You**, up to the amount shown in the Benefit Schedule, for any irrecoverable unused travel and accommodation costs and other pre-paid charges which **You** have paid or are contracted to pay together with any reasonable additional travel expenses incurred if:

- a) cancellation of **Your Trip** is necessary and unavoidable, or
- b) **Your Trip** is **Curtailed** before completion

as a result of any of the following events occurring:

- 1 The death, **Bodily Injury** or illness of:
  - a) **You**
  - b) any person with whom **You** are travelling or have arranged to travel with
  - c) any person with whom **You** have arranged to reside temporarily
  - d) **Your Close Relative**
  - e) a Close Business Associate.
- 2 Compulsory quarantine, jury service attendance or being called as a witness at a Court of Law of **You** or any person with whom **You** are travelling or have arranged to travel with.
- 3 Redundancy (which qualifies for payment under the current redundancy payment legislation in the **United Kingdom** and at the time of booking **Your Trip** there was no reason to believe anyone would be made redundant) of **You** or any person with whom **You** are travelling or have arranged to travel with.
- 4 The withdrawal of leave for members of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department, provided that such cancellation or **Curtailment** could not reasonably have been expected at the time of receiving these benefits or booking **Your Trip** (whichever is the later).
- 5 The Police requesting **You**, within 7 days of **Your** departure date, to remain at or subsequently return to **Your Home** due to serious damage to **Your Home** caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.

## Special Conditions

- 1 **You** must obtain a medical certificate from **Your** treating **Medical Practitioner** and prior approval of **AXA Assistance** to confirm the necessity to return **Home** prior to **Curtailment** of **Your Trip** due to death, **Bodily Injury** or illness.
- 2 If **You** delay or fail to notify the travel agent, tour operator or provider of transport/ accommodation, at the time it is found necessary to cancel **Your Trip**, **Our** liability shall be restricted to the cancellation charges that would have applied had failure or delay not occurred.
- 3 If **You** cancel **Your Trip** due to **Bodily Injury** or illness **You** must provide a medical certificate from the **Medical Practitioner** treating the injured/ill person, stating that this necessarily and reasonably prevented **You** from travelling.
- 4 If the car which **You** intended to use for **Your Trip** is stolen or damaged within 7 days of the departure date then the costs of a hire car will be covered and no cancellation costs will be paid.
- 5 Anything mentioned in General Conditions on page 10.

## What IS NOT Covered

- 1 The excess shown in the Benefit Schedule applies to each and every claim per incident for each **Insured Person**.
- 2 Anything mentioned in Health Conditions and Exclusions on page 15.
- 3 The cost of recoverable airport charges and levies.
- 4 Any claims arising directly or indirectly from:
  - a) Redundancy caused by or resulting from misconduct leading to dismissal or from resignation or voluntary redundancy or where a warning or notification of redundancy was given prior to the date these benefits became effective or the time of booking any **Trip** (whichever is the earlier).
  - b) Circumstances known to **You** prior to the date these benefits became effective or the time of booking any **Trip** (whichever is the earlier) which could reasonably have been expected to give rise to cancellation or **Curtailement** of **Your Trip**.
- 5 Travel tickets paid for using any airline mileage reward scheme, for example Air Miles, or any card bonus point schemes.
- 6 Anything mentioned in General Exclusions on page 13.

# Section D. Delayed Departure/Abandonment

## What IS Covered

If departure of the scheduled **Public Transport** on which **You** are booked to travel is delayed at the final departure point from or to the **United Kingdom** for at least 24 hours from the scheduled time of departure due to:

- a) strike, or
- b) industrial action, or
- c) adverse weather conditions, or
- d) mechanical breakdown of or a technical fault occurring in the scheduled **Public Transport** on which **You** are booked to travel

**We** will pay **You**, either:

- 1 up to the amount shown in the Benefit Schedule for the first 12 hours delay and up to a maximum of the amount shown in the Benefit Schedule for each subsequent full 6 hours of delay, or
- 2 up to the amount as shown in the schedule of benefits for Section C – Cancellation for any irrecoverable unused travel and accommodation costs and other pre-paid charges which **You** have paid or are contracted to pay if after a minimum of 24 hours has elapsed and **You** choose to cancel **Your Trip**.

## Special Conditions

- 1 **You** must check in according to the itinerary supplied to **You**.
- 2 **You** must obtain confirmation from the carriers (or their handling agents) in writing of the number of hours of delay and the reason for the delay.
- 3 **You** must comply with the terms of contract of the travel agent, tour operator or provider of transport.
- 4 Anything mentioned in General Conditions on page 10.

## What IS NOT Covered

- 1 The Policy Excess for Abandonment.
- 2 Claims arising directly or indirectly from:
  - a) Strike or industrial action or air traffic control delay existing or publicly declared by the date these benefits became effective or **You** booked **Your Trip** (whichever is the earlier).
  - b) Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Aviation Authority or a Port Authority or any similar body in any country.
- 3 Anything mentioned in General Exclusions on page 13.

# Section E. Emergency Medical and Other Expenses

## What IS Covered

**We** will pay **You**, up to the amount shown in the Benefit Schedule, for the following expenses which are necessarily incurred outside of the **United Kingdom** as a result of **You** suffering **Bodily Injury** or a **Medical Condition** and/or compulsory quarantine:

- 1 Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred outside of the **United Kingdom**.
- 2 Emergency dental treatment for the immediate relief of pain (to natural teeth only) up to the limit in the Benefit Schedule incurred outside of the **United Kingdom**.
- 3 In the event of **Your** death outside of the **United Kingdom** the reasonable additional cost of funeral expenses abroad up to a maximum of £2,000 plus the reasonable cost of conveying **Your** ashes to **Your Home**, or the additional costs of returning **You** remains to **Your Home**.
- 4 Necessary additional accommodation expenses incurred, up to the standard of **Your** original booking, if it is medically necessary for **You** to stay beyond **Your** scheduled return date. This includes, with the prior authorisation of **AXA Assistance**, necessary additional accommodation expenses for a friend or **Close Relative** to remain with **You** and escort **You Home**. If **You** and **Your** friend or **Close Relative** are unable to use the original return ticket, **AXA Assistance** will provide additional travel expenses up to the standard of **Your** original booking to return **You** to **Your Home**.
- 5 With the prior authorisation of **AXA Assistance**, economy class transport and up to £150 per night for 10 nights accommodation expenses for a **Close Relative** from the **United Kingdom** to visit **You** or escort **You** to **Your Home** if **You** are travelling alone and if **You** are hospitalised as an in-patient for more than 10 days.
- 6 With the prior authorisation of **AXA Assistance**, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **You** to **Your Home** if it is medically necessary. Repatriation expenses will be in respect only of the identical class of travel utilised on the outward journey unless **AXA Assistance** agree otherwise.

## What IS Covered

- 7 Economy class transport and up to £150 per night for 3 nights accommodation expenses for a friend or **Close Relative** to travel from the **United Kingdom** to escort **Insured Persons** under the age of 16 to **Your Home** in the **United Kingdom** if **You** are physically unable to take care of them. If **You** cannot nominate a person **We** will then select a competent person.

## Special Conditions

- 1 **You** must give notice as soon as possible to **AXA Assistance** of any **Bodily Injury** or **Medical Condition** which necessitates **Your** admittance to hospital as an in-patient or before any arrangements are made for **Your** repatriation.
- 2 **You** must contact **AXA Assistance** as soon as possible in the event of **You** incurring medical expenses in excess of £500 relating to any one incident.
- 3 In the event of **Your Bodily Injury** or **Medical Condition** **We** reserve the right to relocate **You** from one hospital to another and arrange for **Your** repatriation to the **United Kingdom** at any time during the **Trip**. **We** will do this if in the opinion of the **Medical Practitioner** in attendance and **AXA Assistance** **You** can be moved safely and/or travel safely to the **United Kingdom** to continue treatment.
- 4 **You** must always contact **AXA Assistance** before curtailing **Your Trip**.
- 5 **You** must claim against **Your** state or private health insurer first for any in-patient medical expenses abroad up to **Your** policy limit. In the event of a claim under this section **You** must advise **Us** of any other insurance policy **You** hold or benefit from which may provide cover.
- 6 Anything mentioned in General Conditions on page 10.

# Section E. Emergency Medical And Other Expenses – Continued

## What IS NOT Covered

- 1 The Policy Excess.
- 2 Anything mentioned in Health Conditions and Exclusions on page 15.
- 3 Any claims arising directly or indirectly in respect of:
  - a) Costs of telephone calls, other than calls to **AXA Assistance** notifying them of the problem for which **You** are able to provide a receipt or other evidence to show the cost of the call and the number telephoned.
  - b) The cost of treatment or surgery, including exploratory tests, which are not directly related to the **Bodily Injury** or **Medical Condition** which necessitated **Your** admittance into hospital.
  - c) Any expenses which are not usual, reasonable or customary to treat **Your Bodily Injury** or **Medical Condition**.
  - d) Any form of treatment or surgery which in the opinion of the **Medical Practitioner** in attendance and **AXA Assistance** can be delayed reasonably until **Your** return to the **United Kingdom**.
  - e) Expenses incurred in obtaining or replacing medication, which at the time of departure is known to be required or to be continued outside the **United Kingdom**.
  - f) Additional costs arising from single or private room accommodation.
  - g) Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by **AXA Assistance**.
  - h) Any expenses incurred after **You** have returned to the **United Kingdom** unless previously agreed to by **AXA Assistance**.
  - i) Expenses incurred as a result of a tropical disease where **You** have not had the recommended inoculations and/or taken the recommended medication.
  - j) **Your** decision not to be repatriated after the date when in the opinion of **AXA Assistance** it is safe to do so.
  - k) Any circumstances **You** are aware of that could reasonably be expected to give rise to a claim on this policy.
- 4 Anything mentioned in General Exclusions on page 13.

# Section F. Hospital Benefit

## What IS Covered

**We** will pay **You**, up to the amount shown in the Benefit Schedule, for every complete 24 hours **You** have to stay in hospital as an in-patient outside the **United Kingdom** as a result of **Bodily Injury** or **Medical Condition** **You** sustain.

**We** will pay the amount in the Benefit Schedule in addition to any amount payable under section E – Emergency Medical and Other Expenses.

## Special Conditions

- 1 **You** must give notice as soon as possible to **AXA Assistance** of any **Bodily Injury** or **Medical Condition** which necessitates **Your** admittance to hospital as an in-patient.
- 2 Anything mentioned in General Conditions on page 10.

## What IS NOT Covered

- 1 Any claims arising directly or indirectly from:
  - a) Any additional period of hospitalisation relating to treatment or surgery, including exploratory tests, which are not directly related to the **Bodily Injury** or **Medical Condition** which necessitated **Your** admittance into hospital.
  - b) Hospitalisation relating to any form of treatment or surgery which in the opinion of the **Medical Practitioner** in attendance and **AXA Assistance** can be delayed reasonably until **Your** return to the **United Kingdom**.
  - c) Any additional period of hospitalisation relating to treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
  - d) Hospitalisation as a result of a tropical disease where **You** have not had the recommended inoculations and/or taken the recommended medication.
  - e) Any additional period of hospitalisation following **Your** decision not to be repatriated after the date when in the opinion of **AXA Assistance** it is safe to do so.
- 2 Anything mentioned in Health Conditions and Exclusions on page 15.
- 3 Anything mentioned in General Exclusions on page 13.

# Section G. Baggage, Baggage Delay, Personal Money and Passport

## What IS Covered

### Baggage

**We** will pay **You** up to the amount shown in the Benefit Schedule, for the accidental loss of, theft of or damage to **Baggage**. The amount payable will be the value at today's prices less a deduction for wear tear and depreciation, (or **We** may at **Our** option replace, reinstate or repair the lost or damaged **Baggage**). The maximum **We** will pay for any one article, pair or set of articles is equal to the Single Item Limit shown in the Benefit Schedule. The maximum **We** will pay for all **Valuables** in total is equal to the **Valuables** Limit shown in the Benefit Schedule.

### Baggage Delay

**We** will pay **You** up to the amount shown in the Benefit Schedule for the emergency replacement of clothing, medication and toiletries if **Your Baggage** is temporarily lost in transit during the outward journey and not returned to **You** within 12 hours, provided written confirmation is obtained from the carrier, confirming the number of hours the **Baggage** was delayed. All receipts must be retained.

If the loss is permanent the amount paid will be deducted from the final amount to be paid under this section.

### Personal Money

**We** will pay **You** up to the amounts shown in the Benefit Schedule for the accidental loss of, theft of or damage to **Personal Money** and documents (including driving licences).

**We** will pay **You** up to the amounts shown in the Benefit Schedule for cash limit for bank notes, currency notes and coins and up to the cash limit for under 16s if **You** are under the age of 16.

### Passport

**We** will pay **You** up to the amount shown in the Benefit Schedule for reasonable additional travel and accommodation expenses incurred necessarily abroad to obtain a replacement of **Your** lost or stolen passport. **We** will only pay the pro-rata value of the lost passport.

## Special Conditions

- 1 Anything mentioned under – Section 4 – Special Conditions Applicable to **Baggage, Personal Money** and **Ski Equipment** on page 12.
- 2 Anything mentioned in General Conditions on page 10.

## What IS NOT Covered

- 1 The Policy Excess.
- 2 Loss, theft of or damage to travellers' cheques if **You** have not complied with the issuers conditions or where the issuer provides a replacement service.
- 3 Loss or damage due to depreciation in value, variations in exchange rates or shortages due to error or omission.
- 4 Anything mentioned under Section 2 – Special Exclusions **Baggage, Personal Money** and **Ski Equipment** on page 13.
- 5 Anything mentioned in General Exclusions on page 13.

# Section H. Personal Accident

## **Special Definitions applicable to this section (which are shown in bold and italics)**

### ***Loss of limb***

– loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.

### ***Loss of sight***

– total and irrecoverable loss of sight in both eyes.

## **What IS Covered**

We will pay **You**, up to the amount shown in the Benefit Schedule, if **You** sustain **Bodily Injury** whilst on a **Trip** which shall solely and independently of any other cause, result within one year in **Your** death, **loss of limb**, **loss of sight** or permanent total disablement.

## **Special Conditions**

- 1 **Our Medical Practitioner** may examine **You** as often as they deem necessary in the event of a claim.
- 2 Anything mentioned in General Conditions on page 10.

## **Provisions**

The benefit is not payable to **You**:

- a) Under more than one of the items shown in the policy schedule.
- b) Under Permanent Total Disablement, until one year after the date **You** sustain **Bodily Injury**.
- c) Under Permanent Total Disablement, if **You** are able or may be able to carry out any gainful employment or gainful occupation.

## **What IS NOT Covered**

- 1 Anything mentioned in the Health Conditions and Exclusions on page 15.
- 2 Anything mentioned in General Exclusions on page 13.

# Section I. Personal Liability

## What IS Covered

**We** will pay up to the amount shown in the Benefit Schedule, (inclusive of legal costs and expenses up to the amount shown in the policy schedule) against any amount **You** become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause in respect of accidental:

- 1 **Bodily Injury**, death, illness or disease to any person who is not in **Your** employment or who is not a **Close Relative** or member of **Your** household.
- 2 Loss of or damage to property that does not belong to and is neither in the charge of or under the control of **You**, a **Close Relative**, anyone in **Your** employment or any member of **Your** household other than any temporary holiday accommodation occupied (but not owned) by **You**.

## Special Conditions

- 1 **You** must give **Us** written notice as soon as possible of any incident, which may give rise to a claim.
- 2 **You** must forward every letter, writ, summons and process to **Us** as soon as **You** receive it.
- 3 **You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **Our** written consent.
- 4 **We** will be entitled if **We** so desire to take over and conduct in **Your** name the defence of any claims for indemnity or damages or otherwise against any third party. **We** shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **You** shall give **Us** all necessary information and assistance which **We** may require.
- 5 In the event of **Your** death, **Your** legal representative(s) will have the protection of the Benefit Schedule provided that such representative(s) comply(ies) with the terms and conditions outlined in this document.
- 6 Anything mentioned in General Conditions on page 10.

## What IS NOT Covered

- 1 The excess shown in the Benefit Schedule applies to each and every claim per incident for each **Insured Person**.
- 2 Any claim arising in connection with a **Trip** solely in the **United Kingdom**.
- 3 Compensation or legal costs arising directly or indirectly from:
  - a) Liability which has been assumed by **You** under agreement unless the liability would have attached in the absence of such agreement.
  - b) Pursuit of any business, trade, profession or occupation or the supply of goods or services.
  - c) Ownership possession or use of vehicles, aircraft or watercraft (other than surfboards or manually propelled rowboats, punts, canoes).
  - d) The transmission of any communicable disease or virus.
  - e) Ownership or occupation of land or buildings (other than occupation only of any temporary holiday accommodation where **We** will not pay for the first £250 of each and every claim arising from the same incident).
  - f) Arising out of **Your** criminal, malicious or deliberate acts.
- 4 Anything mentioned in the General Exclusions on page 13.

# Section J. Overseas Legal Expenses and Assistance

## What IS Covered

**We** will pay up to the amount shown in the Benefit Schedule, for legal costs to pursue a civil action for compensation if someone else causes **You Bodily Injury, Medical Condition** or death during **Your Trip**. **We** will also pay reasonable costs of an interpreter that is arranged by **Us** for court proceedings.

## Special Conditions

- 1 **We** shall supervise any legal action through agents **We** nominate and will decide the point at which negotiations cannot usefully be pursued further. After that, no further claims can be made against **Us**.
- 2 If **You** or **Your** lawyer receive any compensation, **You** must repay **Us** any legal costs which **We** have paid up to the amount of the compensation.
- 3 Anything mentioned in General Conditions on page 10.

## What IS NOT Covered

- 1 Legal costs in respect of:
  - a) Claims when in **Our** opinion there are no reasonable prospects for success.
  - b) Claims against a carrier, the travel or holiday agent or tour operator arranging any **Trip, Us**, Inter Partner Assistance, AXA Travel Insurance Limited, **AXA Assistance** or their agents and The Co-operative Bank.
  - c) Claims against someone **You** were travelling with or another **Insured Person**.
  - d) Legal action where in **Our** opinion the estimated amount of compensation is less than £750.
  - e) Actions undertaken in more than one country.
  - f) Lawyers' fees incurred on the condition that **Your** action is successful.
  - g) Claims by **You** other than in **Your** private capacity.
  - h) Claims occurring within the **United Kingdom**.
- 2 Legal costs or expenses incurred before **We** accept **Your** claim in writing.
- 3 Claims not notified to **AXA Assistance** within 30 days of the incident.
- 4 Anything mentioned in General Exclusions on page 13.

**For Legal Assistance telephone +44 (0) 844 811 0927.**

# Section K1, K2 and K3. Winter Sports

## Section K1 – Ski Equipment and Ski Equipment Hire

### What IS Covered

#### Ski Equipment

**We** will pay **You**, up to the amount shown in the Benefit Schedule, for the accidental loss of, theft of or damage to **Your** own **Ski Equipment**, or for hired **Ski Equipment**. The amount payable will be the value at today's prices less a deduction for wear tear and depreciation, (or **We** may at **Our** option replace, re-instate or repair the lost or damaged **Ski Equipment**). The maximum **We** will pay for any one article, pair or set of articles is shown in the Benefit Schedule.

#### Ski Equipment Hire

**We** will pay **You**, up to the amount shown in the Benefit Schedule, for the reasonable cost of hiring replacement **Ski Equipment** as a result of the accidental loss of, theft of or damage to or temporary loss in transit for more than 24 hours of **Your** own **Ski Equipment**.

### Special Conditions

- 1 **Our** liability for **Ski Equipment** hired by **You** shall be further limited to **Your** liability for such loss or damage.
- 2 Anything mentioned under General Conditions – Section 4 – Special Conditions – **Baggage, Personal Money** and **Ski Equipment** on page 12.
- 3 Anything mentioned in General Conditions on page 10.

### What IS NOT Covered

- 1 The excess per incident for each **Insured Person** as shown in the Benefit Schedule.
- 2 Anything mentioned under Section 2 – Special Exclusions **Baggage, Personal Money** and **Ski Equipment** on page 13.
- 3 Anything mentioned in the General Exclusions on page 13.

## Section K2 – Ski Pack

### What IS Covered

**We** will pay **You**, up to the amount shown in the Benefit Schedule for the unused portion of **Your** ski pack (ski school fees, lift passes and hired **Ski Equipment**) following **Your Bodily Injury** or illness.

### Special Conditions

- 1 **You** must provide written confirmation from a **Medical Practitioner** that such **Bodily Injury** or illness prevented **You** from using **Your** ski pack.
- 2 Anything mentioned in General Conditions on page 10.

### What IS NOT Covered

- 1 Anything mentioned in Health Conditions and Exclusions on page 15.
- 2 Anything mentioned in the General Exclusions on page 13.

## Section K3 – Piste Closure

### What IS Covered

**We** will pay **You**, up to the amount shown in the Benefit Schedule either for Piste Closure for the cost of transport organised by the tour operator to an alternative site if, due to lack of snow, excess snow or adverse weather results in the closure of skiing facilities (excluding cross country skiing) in **Your** resort and it is not possible to ski. The cover only applies:

- a) To the resort which **You** have pre-booked for a period exceeding 12 hours and for so long as such conditions prevail at the resort, but not exceeding the pre-booked period of **Your Trip** and
- b) To **Trips** taken during the period 15th December to 15th April in the northern hemisphere (both dates inclusive).
- c) To **Trips** taken during the period 15th May to 15th October in the southern hemisphere (both dates inclusive).

If no alternative sites are available **We** will pay **You** compensation of the amount shown in the Benefit Schedule.

### Special Conditions

- 1 This cover does not apply to holidays taken in the **United Kingdom**.
- 2 **You** must obtain written confirmation from the resort management of the piste conditions confirming the closure of facilities and the dates applicable.
- 3 Anything mentioned in General Conditions on page 10.

### What IS NOT Covered

- 1 Anything mentioned in the General Exclusions on page 13.

# Complaints Procedure

## Making Yourself Heard

**We** are committed to providing **You** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens, **We** want to hear about it so that **We** can try to put things right.

## Who to Contact?

The most important factors in getting **Your** complaint dealt with as quickly and efficiently as possible are:

- a) to be sure **You** are talking to the right person, and
- b) that **You** are giving them the right information.

## When You Contact Us:

Please give **Us Your** name and contact telephone number. Please quote **Your** account and/or claim number. Please explain clearly and concisely the reason for **Your** complaint.

## Step One – Initiating Your Complaint

**You** need to contact **AXA Assistance** on **0844 811 0924**.

**We** expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **You** are not satisfied, **You** can take the issue further.

## Step Two – Contacting Inter Partner Assistance Head Office

If **Your** complaint is one of the few that cannot be resolved by this stage contact the Head of Customer Care, who will arrange for an investigation on behalf of the Chief Executive: Inter Partner Assistance, Customer Care Team, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. Or **You** may use e-mail: [customer.support@axa-travel-insurance.com](mailto:customer.support@axa-travel-insurance.com)

## Step Three – Contacting the Financial Ombudsman Service

If it is impossible to reach an agreement **You** have the right to make an appeal to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR, UK or telephone **0845 080 1800**.

The existence of these procedures does not affect **Your** right to take legal proceedings.

In addition Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms. Further information can be obtained from the website [www.fscs.org.uk](http://www.fscs.org.uk)

## Data Protection Act

Details of **You, Your** insurance cover and claims will be held by **Us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

# The Co-operative mobile phone insurance

# The Co-operative Mobile Phone Insurance for smilemore current accounts

## Policy Document

These are the terms and conditions of **your** Mobile Phone Insurance. Lifestyle Services Group Limited (“**we/us/our**”) provides the **services** under this agreement and have arranged the insurance cover with London General Insurance Company Limited (the **insurer**). The policy is governed by these terms and conditions, which the **insurer** may change in certain circumstances, upon giving 30 days’ notice in writing to **you** at **your** last known address. Acceptance of cover is at **our** discretion.

**Your** policy is based on the information **you** gave to **us** verbally or otherwise about **you** and **your** personal details when **you** applied for the insurance. The terms detail what is covered and what is not covered, how claims are settled and other important policy information. Lifestyle Services Group Limited deals with the administration of this insurance and the handling of claims.

Words or expressions that have a particular meaning are shown in **bold type** and shall have the same meaning wherever they may appear. **You** can request another copy of these terms. They are also available in large print, audio and Braille versions. If **you** would like a copy in any of these formats, please call **us** on **0870 843 2265**.

Under European Law, the parties to this contract may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise in writing prior to policy inception. The contract is written in English and all communication by **us** with **you** will be in English.

### A. Registration process

**You** must register the **phone** and/or **SIM card** to take advantage of this cover. Please call **0845 602 5647** or go to **smile.co.uk/benefits** and follow the procedure. **You** will need to provide the following information:

- **your** name and address
- the **mobile phone** number(s)
- the make, model, and **IMEI number** of the **mobile phone(s)**

- whether the **mobile phone** is on a monthly contract or pay-as-you-go
- **your** smilemore current account number and sort code
- **your** date of birth.

**You** must inform **us** if **you** have changed the **phone, you** wish to cover a different phone to the one already registered, or the **mobile phone** number changes. The **phone** will not be covered for the period of 14 days after **you** register it, or 14 days after **you** change the **phone you** have already registered. If **you** would like to cover an alternative phone, **you** must advise **us** of the change as soon as possible. The **phone** covered by this policy must be **your** property and responsibility or the property and responsibility of **your family member**.

### B. Definitions

#### Accessories

All accessories up to a combined retail price of £250, including VAT, per claim (**proof of purchase** must be provided with **your** claim). The retail price will be the standard selling price applicable on the original day of purchase.

#### Administrator

Lifestyle Services Group Limited. Contact details can be found in section P.

#### Electrical or Mechanical Breakdown

The actual breaking or burning out of any part of the **phone** caused by, or arising from, internal electronic, electrical or mechanical defects, or defective or faulty materials, or workmanship, causing stoppage of normal operation and necessitating immediate repair or replacement before normal operation can be resumed.

#### Excess

The amount of £25 for each **phone** successfully claimed, which **you** have to pay.

#### Family member

An individual who resides at the same permanent address as **you** and which has one of the following relationships: **your** brother or sister, mother or father, grandmother or grandfather, uncle or aunt, niece or nephew, spouse, partner with whom **you** have resided for at least 6 months, or a child of which **you** or **your** partner are the legal guardian.

## IMEI Number

*International Manufacturers Electronic Identification Number.*

The unique serial or identification number that **we** will use to identify the **phone**.

## Incident

Any event that may lead to a claim being made for repair or replacement of the **phone**. Any incident involving a crime must be reported to the Police within the given timescales. **You** must obtain an incident reference number.

## Insurer

London General Insurance Company Limited, whose main business is general insurance. Contact details can be found in section P.

## Mobile Phone/Phone

The handset and **SIM Card** specifically identified by the **IMEI number** and mobile phone number. The handset must be **your** property or the property of **your family member**. The **SIM card** will not be covered unless it has been inserted into the **SIM card** slot of the phone. Phones are covered up to the lower of the current value or an original retail value of £600, including VAT.

The handset must be a hand-held electronic device for which its main use is for the making and receiving of telephone calls, SMS text messages and data. The cover of handsets will be at **our** discretion, and if **you** are unsure as to whether the handset can be covered please contact **us**.

## Proof of Purchase

The till receipt or despatch note provided at the point of sale that details the **phone** and/or **accessories**, or similar documentation that provides proof that **you** or **your family member** owns the **phone**, such as a **mobile phone** statement which shows the **IMEI number**.

## Services

The work **we** undertake for **you** in arranging the insurance and acting as an intermediary between **you** and the **insurer**.

## SIM Card

*Subscriber Identity Module Card.*

The card carrying the subscriber identity, the use of which, in conjunction with the **phone**, enables services to be charged to **you** or the **phone** user's account.

## Unauthorised Calls

Unauthorised calls, messages and downloads made from the insured **phone** after being lost or stolen and whilst not barred by the airtime provider. The payment of unauthorised calls is subject to a valid theft or loss claim for the **phone** under the terms and conditions and **you** reporting the **incident** within the given timescales. Unauthorised calls of up to £1,500, including VAT for monthly contract **phones** and £100, including VAT, per claim for pay-as-you-go **phones** are covered.

## We/Us/Our

The **administrator**.

## You/Your

The smilemore current account holder(s).

## C. Price

This policy is provided as a benefit of **you** being a smilemore current account holder. The cost is an inclusive part of **your** smilemore current account monthly subscription.

## D. Cover

### This policy covers:

- 1 Up to four registered **mobile phone(s)** and **SIM card(s)** for each smilemore current account (which must be owned by the account holder (**you**) or a **family member(s)**), and up to a maximum original retail cost or value of £600, including VAT, per **phone**. The **mobile phone** is identified by the **IMEI number** and **mobile phone** number.
- 2 The cost of replacing the **phone** as a direct result of loss or theft.
- 3 The cost of repairing the **phone** (or replacing it if the **phone** cannot be repaired) as a direct result of accidental damage, water or liquid damage, or malicious damage.
- 4 The cost of repairing the **phone** (or replacing it if the **phone** cannot be repaired) where damage is a result of **electrical or mechanical breakdown**.
- 5 The **phone** wherever **you** or **your family members** are in the world, repair or replacement will be arranged upon return to the UK.
- 6 The cost of **unauthorised calls** made, up to a maximum of £1,500, including VAT for monthly contract **phones** and £100, including VAT for pay-as-you-go **phones** per successful claim.
- 7 The replacement of the **accessories** up to a combined retail price of £250 including VAT, per claim if:
  - they are lost, stolen or damaged at the same time as the **phone**, or
  - **we** have replaced the **phone** with an alternative model as a result of a successful claim and the **accessories** are no longer compatible with the new phone.
- 8 Up to two successful claims in total during any 12-month period.

## E. How to make a claim

When making a claim, please follow these simple steps:

To register a claim for any **incident you** must inform **us** within 48 hours of **you** discovering the **incident** by:

- I. visiting the website at **smile.co.uk/benefits** to register **your** claim online or
- II. telephone on **0845 602 5647**  
**Monday-Friday 8.00am-8.00pm**  
**Saturday-Sunday 9.00am-6.00pm**
- III. if **you are** outside of the UK and unable to contact **us** at the time of discovering the **incident**, **you** will need to call **us** within the shorter of:
  - 48 hours of **your** return to the UK, and
  - 30 days upon discovery of the **incident**(**you** must call the airtime provider within 24 hours of **you** discovering any loss or theft to bar the **SIM Card** whilst **you** are outside of the UK).

Please have the **mobile phone** number to hand.

If the **phone** is lost, stolen or maliciously damaged, **you** must also:

- I. Call the airtime provider within 24 hours of **you** discovering the loss or theft to bar the **SIM Card** – doing this will prevent any further **unauthorised calls** being made.
- II. Inform the Police (even if **you** are outside of the UK) within 24 hours of **you** discovering the loss, theft or malicious damage and obtain an incident reference number.

### Airtime providers' numbers:

3	07782 333 333
BT Mobile	08000 322 111
O2	08705 214 000
Orange	07973 100 150
T-Mobile	0845 412 5000
Virgin Mobile	08456 000 789
Vodafone	07836 191 191

## F. Conditions on making a claim

- 1 **You** must register a claim within 48 hours (unless **you** are outside the UK – please see section E.III for details) of discovering any **incident** for which **you** wish to claim, by visiting **our** website **smile.co.uk/benefits** or by phoning **0845 602 5647**.
- 2 **You** must inform the Police within 24 hours of discovering any theft, loss or malicious damage for which **you** wish to make a claim, obtaining an incident reference number. **You** must also inform the airtime provider within 24 hours of discovering the theft or loss.
- 3 **You** must complete and return the Claim Form to **us** within 30 days of receiving it, ensuring that **you** have followed the procedure detailed on the claim documentation.
- 4 **You** may be requested to return the damaged **phone** and **accessories** to **us** for inspection as part of the claims assessment process. If requested to do so, **you** must send the **phone** and **accessories** by secure means, as described in the claim documentation. The **phone** and **accessories** remain **your** responsibility until **we** have received them.
- 5 **You** must ensure that no one but **our** approved agents carries out repairs to, or maintenance of, the **phone** or **accessories**.
- 6 To support **your** claim for **unauthorised calls** incurred on a monthly contract **phone**, **you** must provide the monthly **mobile phone** bill(s) covering the period of **unauthorised calls**, and the bill for the month prior to the **unauthorised calls**. To support **your** claim for unauthorised calls incurred on a pay-as-you-go **phone** **you** must provide **proof of purchase** of a top-up which was purchased in the 24 hours preceding the **incident**.
- 7 **You** must provide **proof of purchase** for the **phone** and **accessories** with **your** Claim Form.
- 8 **You** must pay the policy **excess** if **your** claim is accepted. **We** may request this in advance.

## G. What will happen when your claim is approved

- 1 **We** may settle **your** claim, at **our** discretion, by repair, replacement, or cash settlement. **We** will advise **you** of the method of settlement at the time **your** claim is authorised.
- 2 The settlement **we** offer for the **mobile phone** will be based on the current market value of **your** registered **mobile phone** or one of similar specification and functionality (where the **mobile phone** is no longer available on the general market).

- 3 Replacement phones and accessories will come from available stock. In the event that the same model is not available, the replacement will be of a similar specification and quality. **We** will contact **you** to confirm the phones that are available.
- 4 If the **phone** is lost or stolen, **we** will provide reimbursement, at **our** discretion, by BACS transfer or cheque payable to **you**, or by direct payment to the airtime provider, for the cost of **unauthorised calls** up to a maximum of £1,500, including VAT, per claim for monthly contract **phones** and £100, including VAT, per claim for pay-as-you-go **phones**. **We** will advise **you** of the method of reimbursement when the claim is authorised.
- 5 If the **SIM card** has been lost, stolen or damaged, **you** will need to contact the airtime provider to request a replacement. If there is a charge for the replacement **we** will reimburse **you**. **You** may be asked to provide a receipt for the cost of the **SIM card**.
- 6 If **you** need to claim as a result of an **incident** outside the UK, the **phone** will be repaired or replaced upon return to the UK – subject to acceptance of the claim.
- 7 If any lost or stolen equipment is recovered after the claim is approved, it shall become the property of the **insurer** and must be returned to **us** immediately.
- 8 Damaged **phones, accessories**, parts and materials replaced by **us** shall become the property of the **insurer**.
- 9 The details of **phones** reported lost or stolen will be submitted to the IMEI Database to prevent further use.
- 10 The replacement **phone** will automatically be covered under **your** policy unless **you** have asked for it not to be covered. There will be no registration period in these circumstances and the **phone** will be immediately covered. This is not the case for cash settlements, in which case any subsequently purchased phone will require registration by **you** and will be subject to a period of 14 days from the date of registration, during which **you** will not be covered for any **incident**.

## H. Important things that you must do

- 1 Use the **phone** and **accessories** in accordance with the manufacturer's instructions.
- 2 Take reasonable care to prevent loss of, theft of, or damage to, the **phone** and **accessories**. If it is considered that **you** have not done so, **your** claim may not be accepted.

- 3 Advise **us** if any of **your** personal details change, **you** change the **phone** **you** wish to be covered, or the **mobile phone** number changes. **You** will not be covered for the period of 14 days after **you** register the details of the **phone** and/or **SIM card**, or for the period of 14 days after **you** change the **phone, mobile phone** number and/or **SIM card** **you** have already registered.
- 4 Inform **us** of any loss, theft, breakdown or damage covered by **your** policy within the given timescales.

## I. Loss, theft and damage exclusions

Cover will not be provided for:

- 1 Theft of the **phone** and **accessories** from an unattended motor vehicle, unless secured in the glovebox or locked boot. The vehicle must be locked and all security devices activated. Damage must be caused by the thief and evidence provided with **your** claim. Cover will not be provided if the vehicle cannot be secured against unauthorised entry.
- 2 Theft of the **phone** and **accessories** from any unattended building or premises unless evidenced damage was caused in gaining entry to, or exit from, the premises.
- 3 Theft or loss of the **phone** and **accessories** where they have been left negligently or deliberately in a public place or a place to which other people have access.
- 4 Theft of, loss of, or damage to, the **phone** and **accessories** where they have been passed to someone else **you** have not – acting reasonably – entrusted the **phone** and **accessories** to, other than a **family member**.
- 5 The cost of **unauthorised calls** whilst the **phone** was not in **your** custody or the custody of a **family member**, where the theft or loss of the **phone** has not been reported to the airtime provider and the Police within 24 hours, and to **us** within 48 hours (unless **you** are outside the UK – please see section E.III for details), of discovering the **incident**.
- 6 The cost of **unauthorised calls** if the **phone** and **SIM card** have not been lost or stolen at the same time, and an incident reference number obtained from the Police.
- 7 Theft of, loss of, or damage to **accessories** not lost, stolen, or damaged at the same time and under the same circumstances as the **phone**.

## J. Electrical or mechanical breakdown

Cover will not be provided for:

- 1 Loss or damage caused by, or during, maintenance or modification of the **phone**, other than by **our** approved agents.

- Any breakdown or failure caused by placing or using the **phone** in a location or environment not in accordance with the manufacturer's instructions.

## K. General exclusions

Cover will not be provided for:

- Any **incident** which occurs within the first 14 days of registering the **phone, mobile phone** number and/or **SIM card**, or during the first 14 days after **you** notify **us** of a change of the **phone, mobile phone** number and/or **SIM card you** have already registered.
- The policy **excess** of £25 per successful claim.
- Any loss (business or personal) resulting from loss of use of the **phone**.
- Where the **IMEI number** cannot be determined from the phone or **proof of purchase** cannot be provided to prove ownership of the **phone**.
- Loss or damage due to wear and tear, depreciation or gradual deterioration.
- Loss or damage due to any process of cleaning, adjustment, repair, maintenance or dismantling other than by **our** approved agents.
- A third or subsequent claim under the policy during any 12-month period.
- Installation, removal, or subsequent relocation of the **phone** in a vehicle, or any **electrical or mechanical breakdown** as a result of such.
- The cost of cosmetic repairs.
- All **phones** which have an original retail value greater than £600, including VAT.
- Loss, theft, damage, or breakdown caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, or insurrection by military or usurped power.
- Loss, theft, damage, or breakdown arising out of any wilful act or negligence of the user of the **phone**.
- Any claim arising from, or in connection with, the repossession of the **phone** by any bank, finance, leasing or similar company, or person acting with such authority, and/or the confiscation or impounding of the **phone** by any Police, Customs or Government Authority.
- People who are not permanently resident in the UK.
- Any consequential loss incurred by **you** during the administration of the policy or at the time of a claim.

- Loss or corruption of data, images, games, logos, wallpaper, videos, or downloads, due to loss of, theft of, breakdown of, or damage to, the **phone**, or damage caused by a virus. It is recommended that a back-up copy of all data is kept.
- Accessories** and **SIM cards** where there has not been a valid claim for the **phone**.

## L. Cancelling the policy

- You** have the right to cancel this policy at any time, which will have immediate effect. As the cover is provided as a benefit of **you** being a smilemore current account holder, if the connected smilemore current account is cancelled or **you** select another option this policy ends.  
If the policy does not meet **your** requirement, please telephone **our** Benefit Bundle Customer Services team immediately on **0845 602 5647** or write to:  
  
Benefit Bundle Customer Services  
Lifestyle Services Group Limited  
PO Box 395  
CREWE  
CW1 6WT
- We** may cancel this policy with immediate effect by registered letter to **you** at **your** last known address in the event of **you** submitting any fraudulent or inaccurate information, or for any other valid reason.
- Subject to clause 2 above and the registration requirements, this cover will remain in force for as long as **you** have a smilemore current account, and this cover continues to be provided as part of the account benefits.
- In the event **you** do not wish to continue **your** cover, please telephone **us** on **0845 602 5647**.

## M. Fraud

Identity fraud is a serious problem in the UK. **Your** details will be used to help prevent fraud of this nature from happening to **you**. If **you** receive information that the **mobile phone** details have been used for fraudulent purposes, please telephone **us** on **0845 602 5647** and ask to be transferred to the Security and Risk Management Department.

Alternatively, **you** can write to:

Security and Risk Management Department  
Lifestyle Services Group Limited  
PO Box 395  
CREWE  
CW1 6WT

The personal details which **you** supply to **us** during the registration process will be used to help combat fraud.

These details will be retained for legal reasons for a reasonable period after **your** policy expires, and for up to one year after **your** policy expires in relation to fraud specifically. The contract between **you** and **us** is based on mutual trust. If **you** (or anyone acting for **you**):

- make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect: or
- make a statement in support of a claim knowing the statement to be false in any respect, or submit a document in support of a claim knowing the document to be forged or false in any respect: or
- make a claim in respect of any loss, theft, or damage caused by **your** wilful act, or with the intent to defraud **us** or the **insurer**

then:

- **we** shall not honour the claim
- **we** shall not honour any other claim which has been or will be made under any policy held by **you**
- **we** shall not make any return of payments made for cover and **we** may, at **our** option, cancel the policy
- **we** may be entitled to recover from **you** the cost of any claim already paid under this policy (if necessary the cost may be recovered through the instigation of court proceedings)
- **we** may be entitled to recover from **you** the cost of any investigation into a fraudulent claim under this policy (if necessary the cost may be recovered through the instigation of court proceedings)
- **we** may inform the Police, Government or regulatory bodies of the circumstances.

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

## N. Enquiries/Complaints

**We** will always be fair and reasonable when handling **your** policy or claim. Should there ever be an occasion when **you** feel that **we** have not provided **you** with a satisfactory level of service, **we** would like **you** to inform **us** so that **we** can do **our** best to solve the problem.

**We** will do everything possible to ensure that **your** query is dealt with promptly. The easiest way to contact **us** is to call **our** Benefit Bundle Customer Services team on **0845 602 5647**. Alternatively, **you** can write to **us** at the following address, quoting the **mobile phone** number in all correspondence:

Benefit Bundle Customer Services  
Lifestyle Services Group Limited  
PO Box 395  
CREWE  
CW1 6WT

**Our** staff will attempt to resolve **your** query immediately.

If this is not possible, **we** promise to acknowledge **your** query within 5 working days of receiving it. In the unlikely event that **your** query has not been resolved within 4 weeks of **our** receiving it, **we** will write and let **you** know the reasons why, and what further action we will take. Once **we** have resolved **your** query, **we** will confirm **our** response in writing. If **you** are not satisfied with **our** decision, please contact the Customer Relations Manager at the above address. If **you** have a complaint relating to the policy wording or contract, please contact the **insurer** at their registered address. If **you** remain dissatisfied, **you** can, within 6 months of **our** final decision, refer **your** query for an independent assessment to:

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

The parties to this contract are covered by the Financial Ombudsman Service who, once contacted, will liaise with **us** on **your** behalf. They will inform **you** directly of their decision. Referral to the Financial Ombudsman Service will not prejudice **your** right to take subsequent legal proceedings. Further information can be obtained at their website:

**www.financial-ombudsman.co.uk**. The parties to this contract are covered by the Financial Services Compensation Scheme. In the unlikely event any of the parties to this insurance are unable to meet their liabilities; **you** may be entitled to compensation. The scheme covers 100% of the first £2000 of the claim, and 90% above this limit. Further information can be obtained from their website: **www.fscs.org.uk**.

## O. Status disclosure

This cover has been arranged for The Co-operative Bank p.l.c (FRN 121885) by Lifestyle Services Group Limited (FRN 315245) with a single provider, London General Insurance Company Limited (FRN 202689). All companies are authorised and regulated by the Financial Services Authority (FSA), which can be checked on their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by phoning **0845 606 1234**. If **you** need to register a complaint, please follow the procedure detailed in section N. If Lifestyle Services Group Limited cannot settle **your** complaint, **you** may be entitled to refer it to the Financial Ombudsman Service. **You** are covered by the Financial Services Compensation Scheme and may be entitled to compensation if **we** cannot meet **our** obligations.

For the purposes of the Data Protection Act 1998, the Data Controller in relation to the personal data you supply is Lifestyle Services Group Limited.

## P. Other information

### **Lifestyle Services Group Limited. Registered in England No. 5114385**

Osprey House  
Ore Close  
Lymedale Business Park  
NEWCASTLE-UNDER-LYME  
Staffordshire  
ST5 9QD

Authorised and regulated by the Financial Services Authority,  
FRN 315245.

### **London General Insurance Company Limited. Registered in England No: 1865673**

Integra House  
Floor 2  
Vicarage Road  
EGHAM  
Surrey  
TW20 9JZ

Authorised and regulated by the Financial Services Authority,  
FRN 202689.

## How we will deal with your personal information

**We** are committed to preserving the privacy of **our** customers. Please read the following privacy policy to understand how **we** will use and protect the information that **you** provide to **us**. By registering with **us**, **you** consent to the collection and use of **your** information under the terms of this privacy policy. The information **you** provide will be used by **us** to supply **you** with the services for which **you** have registered and **we** may use the information to contact **you** to obtain **your** views on **our** services and to let **you** know about important changes to the services which **we** offer. The information **you** provide to **us** about **you** and the **mobile phone** may be shared with The Co-operative Bank plc, and the **insurer**. We may contact **you** by post, telephone, fax, or e-mail. **You** will only be contacted by the methods **you** have asked to be contacted by. **Your** information will not be used or disclosed other than in accordance with this privacy policy, or without **your** permission, unless required by law.

If **you** would prefer **us** not to contact **you** to obtain **your** views and/or **you** change **your** mind in the future and would like **us** to stop contacting **you** for this purpose, please write to:

Benefit Bundle Customer Services  
Lifestyle Services Group Ltd  
PO Box 395  
CREWE  
CW1 6WT

**We** may co-operate with the Police and any other relevant authorities or organisations in connection with any misuse or suspected misuse of the services provided by **us** or other telecommunications services provided by any member of **our** group of companies. If necessary, **we** may divulge information about **you** for this purpose. **You** have a right to ask for a copy of the data held about **you** and **you** may ask **us** to make any necessary changes to ensure that it is accurate and kept up to date. If **you** wish to do this, please contact **us** on **0845 602 5647**. **We** are entitled by law to charge **you** a fee of £10.00 to meet **our** costs in providing **you** with details of the information **we** hold about **you**. **We** employ security measures to protect **your** information from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage. **We** will retain **your** information for a reasonable period or as long as the law requires. Any changes to **our** privacy policy will be notified to **you** in the appropriate way. All comments, queries and requests relating to **our** use of **your** information are welcomed and should be addressed as specified above.

# **The Co-operative motor breakdown assistance and european cover**

# The Co-operative Breakdown cover

## Policy document

This policy is administered by AXA Assistance SA and insured by Inter Partner Assistance (SA).

Inter Partner Assistance are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

**AXA Assistance** operates the 24-hour motoring assistance helpline. This insurance is effected in England and is subject to the Laws of England and Wales.

Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA) in the UK, an independent non-governmental body, given statutory powers by the Financial Services and Markets Act 2000. The address of the FSA is 25 The North Colonnade, Canary Wharf, London E14 5HS, UK. Information can be obtained either by phoning their Consumer Helpline **0845 606 1234** (local call rates) or by visiting the following website:

**www.fsa.gov.uk**. This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully.

Each section of cover confirms what is and is not covered. There are also general exclusions that apply to all sections of cover and general conditions that **you** must comply with for the policy to operate. The policy will automatically be cancelled when your smilemore account is closed.

### Meaning of words

Wherever the following words and phrases appear in bold in this document they will always have these meanings:

#### 1 **We/Us/Our**

Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK. Registered No: FC008998.

#### 2 **You/Your/Driver**

The accountholder or any person driving or riding with **your** permission, and/or any passenger in the insured **vehicle** (maximum 8 people including the **driver**).

#### 3 **Vehicle(s)**

**Vehicle** means the private car or motorcycle which does not exceed 3,500 kg in gross weight, 7m in length, 3m in height and 2.25m in width, details of which have been provided to Inter Partner Assistance SA and for which, the appropriate premium has been paid and received by Inter Partner Assistance SA.

If **your vehicle** breaks down whilst towing a caravan or trailer **we** will recover **your vehicle** together with the caravan or trailer providing it does not exceed the following dimensions: 2,500 kg in weight (including load) 6.5m in length, and 2.6m in height.

**You** must carry a serviceable spare tyre and wheel for **your vehicle**, caravan or trailer, if it is designed to carry one.

#### 4 **Your Home**

The **UK** address last notified to smile as **your** permanent residence or place where **your vehicle** is normally kept.

#### 5 **Breakdown**

Immobilisation of the **vehicle** as a result of mechanical breakdown, accident, act of vandalism, fire or attempted/recovered theft, flat tyre, lack of fuel, flat battery, loss or breakage of keys occurring within the **UK** (or Western European territorial limits ) during the **period of cover**.

#### 6 **UK**

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

#### 7 **Period of Cover**

**You** are entitled to motor breakdown assistance for the duration **you** hold a smilemore current account.

#### 8 **AXA Assistance**

AXA Assistance (UK) Limited, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.

**Cover is subject to the General Conditions and General Exclusions detailed in sections E and F.**

## How to claim

### How to claim in the UK

To obtain emergency assistance contact:

**UK** Emergency Assistance No. 0800 783 7396

NOTE MOBILE PHONES MAY INCUR A CHARGE  
AND IT MAY BE NECESSARY TO PREFIX \* BEFORE 0800

You should have the following information available upon request:

- The **vehicle's** registration number
- **Your** name and **home** postcode
- **Your** smilemore account number
- The make and model of the **vehicle**
- The colour of the **vehicle**
- The location of the **vehicle**
- An indication as to the nature of the problem.

In the event of a **breakdown** on the motorway, proceed to the nearest SOS Emergency Telephone Box. Ask the Police to contact the 24-Hour EMERGENCY Helpline on the above number. Be prepared to provide the additional information together with the number of the SOS Emergency Telephone Box.

### How to Claim under European Assistance

To obtain emergency assistance contact the 24 Hour Emergency on the numbers below:

European Breakdown Assistance No. Tel +44 (0)1737 815 595

Dialling from the **UK** 0800 783 7396

### General Information

You should have the following information available upon request:

- **Your** full name and **UK** address
- The address and phone number abroad
- **Your** smilemore current account number
- Dates of travel abroad
- Intended date of return **home**.

### For accident or breakdown

- **Your vehicle's** make and model and registration number
- The date, time and place of the incident (and **vehicle's** location now)
- Brief details of the circumstances of
  - a) the accident damage and any injury, or
  - b) the theft of **your vehicle**, or
  - c) the **breakdown**.

## Assistance on motorways

On many European motorways or Autoroutes, particularly in France, if **you** break down the emergency telephones will be answered by the police. They will arrange for a recovery vehicle to tow **you** and **your vehicle** off the motorway either to a local garage or perhaps to a motorway service station, without reference to **AXA Assistance**. **You** may be required to pay for this assistance on the spot, in which case obtain and keep a receipt and **we** will reimburse **you**. Alternatively, once **you** and **your vehicle** are towed to a place of safety call **AXA Assistance** and the recovery agent may accept **our** guarantee of payment. At this stage **AXA Assistance** will also arrange any other assistance **you** may require.

**Only by calling the Emergency Helpline numbers, will you be able to claim for the services provided.**

# Breakdown in the UK

## Section A – Roadside Assistance + Local Recovery in the UK

### What IS covered

- 1 If **your vehicle** is immobilised as a result of a **breakdown**, **we** will arrange and pay for a vehicle rescue operator to come to the place of the **breakdown** for up to one hour in order to try and restore the **vehicle's** mobility.
- 2 If **your vehicle** cannot be made roadworthy at the place of **breakdown**, **we** will arrange and pay for **your vehicle** together with the **driver** and up to seven passengers to be taken to a suitable local garage normally within 15 miles, for it to be repaired at **your** cost.

### What IS NOT covered

- 1 Anything mentioned in the general exclusions.

# Section B – Nationwide Recovery in the UK

## What IS covered

If **your vehicle** cannot be made roadworthy at the place of the **breakdown**, and cannot be repaired the same day at a suitable local garage, **we** will arrange and pay for any one of the following:

### 1 Nationwide Recovery Service

For **your vehicle** together with the **driver** and up to 7 passengers to be taken to **your** intended destination or **home** anywhere in the **UK** and then at **your** request, for **your vehicle** to be taken to a garage of **your** choice within 15 miles during one complete journey, for it to be repaired at **your** cost.

### 2 Overnight Accommodation

Bed and breakfast expenses for one night only, limited to a maximum of £40 per person (£240 for **your** whole party) and pay for alternative transport for **you** to collect the insured **vehicle** following repair up to a limit of £150.

### 3 24 Hour UK Hire Vehicle

A hire vehicle of up to 1600cc for a period not exceeding 24 Hours. **You** will be responsible for the return of the hire vehicle and the collection of **your** repaired **vehicle**.

Please note: **We** will choose the most appropriate solution from one of the above options.

### 4 Emergency Driver within the UK

If, during the journey, the **driver** suffers accidental bodily injury or illness, which means that he or she cannot drive and there is no one else, able or qualified to drive the **vehicle**, **we** will provide, and pay for, a driver to complete the journey or return the **vehicle** and passengers to the intended destination.

**You** will need to provide some form of medical certification before **we** provide this benefit.

### 5 Message Service

**We** can get a message to a person **you** have chosen, if **your** journey has been delayed as a result of a **breakdown** (**you** can request up to three messages per **breakdown**).

## What IS NOT covered:

- 1 Anything mentioned in the general exclusions.

# Section C – Home Recovery in the UK

## What IS covered:

- 1 In the event that **your vehicle** is immobilised as a result of a **breakdown**, at or within a one mile radius of **your home**, **we** will arrange and pay for a vehicle rescue operator to come to the place of **breakdown** for up to one hour in order to try and restore the **vehicle's** mobility.
- 2 If **your vehicle** cannot be made roadworthy at the place of **breakdown**, **we** will arrange and pay for **your vehicle** together with the **driver** and up to seven passengers to be taken to a suitable garage normally within 15 miles, for it to be repaired at **your** cost.

## What IS NOT covered:

- 1 Anything mentioned in the general exclusions.

# Section D – European Assistance

In addition to those detailed in the **UK** section, wherever the following words and phrases appear in bold in this document they will always have these meanings:

## **Journey**

A return trip in **your vehicle** between **your home** in the **UK** and **your** destination abroad, within the territorial limits, which does not exceed 31 consecutive days, or no more than 90 days in total during the **period of cover**.

## **Unless otherwise stated cover in section D only applies in the European countries listed below:**

Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, San Marino, Spain, Sweden, Switzerland, Estonia, Latvia, Lithuania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, Malta, the Republic of Cyprus, the Vatican City, and dependent Islands, within the geographical area of Europe, of the aforementioned countries.

## **D1) Before travel abroad starts**

The benefits shown under section D4 below also apply in the **UK** providing that the **breakdown** happens during **your journey**.

# Section D – European Assistance – Continued

## D2) Roadside Assistance & Towing

### What IS covered:

- 1 In the event that **your vehicle** is immobilised as a result of a **breakdown, we** will arrange and pay for a vehicle rescue operator to come to the place of **breakdown** for up to one hour in order to try and restore the **vehicle's** mobility.
- 2 If **your vehicle** cannot be made roadworthy at the place of **breakdown, we** will arrange and pay for **your vehicle** together with the **driver** and up to seven passengers to be taken to a suitable garage, for it to be repaired at **your** cost.
- 3 Labour charges and/or replacement parts up to £200 for immediate emergency repairs which are necessary to make **your vehicle** secure following the theft or attempted theft of the **vehicle** or its contents.

## D3) Delivering replacement parts

### What IS covered:

- 1 If replacement parts are not available locally to repair the **vehicle** following a **breakdown we** will arrange and pay to have them delivered to **you** or an agreed location as quickly as reasonably possible.

## D4) Loss of use of your vehicle

### What IS covered:

If during **your journey your vehicle** is immobilised or made unroadworthy as a result of a **breakdown** and will take at least 8 hours to repair, or has been stolen and not recovered within 8 hours, **we** will arrange and pay for any one of the following:

- 1 To transport **you, your** passengers and luggage to **your** intended destination, and then return **you to your vehicle** once it has been repaired, or, for a driver to bring **your vehicle** to **your** holiday location once it has been repaired.
- 2 The cost of hiring an alternative car while **your vehicle** is being repaired up to £70 per day and £750 in total.
- 3 Bed and Breakfast expenses up to £40 per person per day (£500 in total for **your** whole party) while **your vehicle** is being repaired, provided **your** original accommodation has been pre-paid and **you** can't get **your** money back.

Please note: **We** will choose the most appropriate solution from one of the above options.

### What IS NOT covered:

- 1 The cost of paint work and other cosmetic items.
- 2 Any amounts for making the **vehicle** secure once **you** have returned to the **UK**.
- 3 Anything mentioned in the general exclusions.

### What IS NOT covered:

- 1 The actual cost of replacement parts and any customs duty. This must be paid to **us** using a credit or charge card, or at **our** discretion, any other payment method.
- 2 Any amount if the replacement parts can be obtained locally.
- 3 Anything mentioned in the general exclusions.

### What IS NOT covered:

- 1 The cost of fuel or lubricants **you** use in the hire vehicle.
- 2 Anything mentioned in the general exclusions.

# Section D – European Assistance – Continued

## D5) If you become ill or injured and can't drive

### What IS covered:

- 1 As long as **you** have medical proof that **you** can't drive, and no one else in **your** party can drive **you home**, **we** will pay for a qualified driver to bring you, your passengers and your vehicle home.

## D6) If you can't use your own vehicle to get home

### What IS covered:

If following a **breakdown your vehicle** is still not repaired or roadworthy when it is time for **you** to return **home**, **we** will pay for suitable transport to get **you**, **your** passengers and **your** luggage **home**, and up to £150 towards alternative travel costs in the **UK** while **you** wait for **your** own **vehicle**. **We** will also pay for:

- 1 Transporting **your vehicle** to **your home** or **your** chosen repairer in the **UK**.
- 2 OR the cost of a single rail/sea ticket (or an air ticket if the rail/sea trip would take more than 12 hours) for **you** to go and fetch **your vehicle** once it has been repaired or found.
- 3 AND any storage charges (up to a total of £100) while it is waiting for repair, collection or transportation **home**.

### What IS NOT covered:

- 1 Anything mentioned in the general exclusions.

### What IS NOT covered:

- 1 Any costs and expenses **you** would have incurred anyway for travelling **home**.
- 2 Loss or damage to personal possessions left in, on or near the **vehicle**.
- 3 The return of **your vehicle** to the **UK** if **we** believe that the cost of doing so would be greater than the market value of **your vehicle** in the **UK**.
- 4 The return of **your vehicle** to the **UK** if repairs can be completed locally and **you** are either unable or unwilling to allow this to happen.
- 5 Anything mentioned in the general exclusions.

# Section E – General Exclusions applying to all parts of this policy

### What IS NOT covered:

- 1 Any **breakdown** that happens during the first 24 hours after cover is taken out for the first time, except for benefits shown under Section A, which are available immediately.
- 2 The cost of replacement fuel or for any spare parts required to restore the mobility of **your vehicle** or for any costs incurred as a result of the unavailability of replacement parts. You will be responsible for the cost of draining or removing contaminated fuel.
- 3 Labour costs of more than 1 hour for roadside assistance.
- 4 If **we** consider that a locksmith, body, glass or tyre specialist is needed, **we** will try to arrange these for **you** but **you** will have to pay for their services, unless **your vehicle** is covered under section D2,3.
- 5 The cost or the quality of repairs when **your vehicle** is repaired in any garage to which the **vehicle** is taken.

## Section E – General Exclusions applying to all parts of this policy

### What IS NOT covered:

- 6 Any costs for **vehicles**, which have not been maintained and operated in accordance with the manufacturer's specifications.
- 7 Any call out or recovery costs incurred in the **UK** following a **breakdown** where the police or other emergency service insist on immediate recovery by a third party. **You** will have to pay any storage or release fees while the vehicle is being repaired.
- 8 Assistance or recovery if **your vehicle** is partly or completely buried in snow, mud, sand or water.
- 9 **We** will not be liable for any Specialist Recovery costs incurred.
- 10 Damage or costs incurred as a direct result of gaining access to **your vehicle** following **your** request for assistance.
- 11 Consequential loss of any kind arising from the provision of, or delay in providing, the services this cover relates to.
- 12 Transportation of horses or livestock. Onward transportation of any animal in **your vehicle** shall be at **our** discretion and solely at **your** risk.
- 13 Any costs for **vehicles** that have broken down or are not roadworthy when cover was taken out.
- 14 The costs incurred in obtaining a spare wheel or tyre for roadside repair where **you** are unable to provide a serviceable spare wheel or tyre. Please note this exclusion does not apply if **your vehicle** is not designed to carry a spare wheel.
- 15 If **your vehicle** has been modified for, or is taking part in, racing, trials or rallying.
- 16 Any cost recoverable under any other policy of insurance or under the service provided by any motoring organisation.
- 17 Recovery where **your vehicle** is carrying more occupants than a **driver** and up to 7 passengers or a greater weight, than for which the **vehicle** was designed, or where the **vehicle** is being used unreasonably on unsuitable terrain.
- 18 Recovery or assistance where the **vehicle** exceeds 3,500 kg gross **vehicle** weight or 7m in length, 3m in height and 2.25m in width.
- 19 Recovery or assistance where **your vehicle** is being used for the carriage of people for hire or reward, unless **we** have agreed this with **you**.
- 20 Recovery or assistance where the **vehicle** is being used for the carriage of commercial goods.
- 21 Any claim arising from the driving of **your vehicle** with **your** consent by:
  - a) any person who **you** know does not have a valid **UK** driving licence, or
  - b) is not keeping to the conditions of their driving licence.
- 22 Any claim arising from an inadequate repair or attempted repair previously carried out during the course of the same trip.
- 23 **We** are not responsible for any loss, damages, costs or expenses which you may incur as a result of our delay, or failure to perform our obligations due to a Force Majeure Event.
- 24 Any loss or damage caused to **your vehicle**, or any loss or expense arising from or contributed to by:
  - a) Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel, or
  - b) The radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
- 25 Loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or military power.
- 26 Any loss or damage caused by riot or civil commotion that happens outside the **UK**.
- 27 Mobile phone and telephone call costs are not covered under your policy in any circumstances.

## Section F – General conditions applying to all parts of this policy

- 1 **Your vehicle** must be permanently registered in the **UK** and if appropriate have a current MOT certificate and valid road fund licence disc on display. It shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced in accordance with the manufacturer's specifications.
- 2 If **we** arrange for temporary roadside repairs to be carried out following damage to **your vehicle**, or **we** provide recovery to **your** nominated destination, **we** shall not be liable to provide further assistance in respect of the same incident or insured event.
- 3 No benefit shall be payable unless **you** contact **us** via the emergency telephone numbers provided. **You** must not seek to contact any agent or repairer direct.
- 4 **You** are responsible for the safety of **your vehicle** and its contents and, unless incapacitated, or by arrangement with **us** or **our** agent, **you** must be in attendance at **your vehicle** at the estimated time **we** advise that assistance can be expected.
- 5 **Your** smilemore current account number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent of Inter Partner Assistance SA.
- 6 **You** will have to pay the cost for the recovery or repair vehicle coming out to **you** if, after requesting assistance to which **you** are entitled, **your vehicle** is moved, recovered or repaired by any other means.
- 7 **You** will have to pay any toll or ferry fees incurred by the driver of the recovery vehicle.
- 8 **We** are not responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **your** instructions or the instructions of any person acting on **your** behalf.
- 9 **We** shall be entitled to request all reasonable assistance from **you** to conduct proceedings in **your** name for Inter Partner Assistance SA's benefit to seek reimbursement from a responsible Third Party following payment of a claim made under any cover provided by this insurance.
- 10 **You** shall carry a serviceable spare tyre and wheel for **your vehicle** and any attached caravan or trailer. Please note this exclusion does not apply if **your vehicle** is not designed to carry a spare wheel.
- 11 **We** reserve the right to nominate a suitable garage equipped to undertake repair, at **your** expense, rather than recover an immobilised **vehicle**, where effective repairs can be completed within 8 Hours.
- 12 If **we** arrange for temporary roadside repairs to be carried out to **your vehicle**, **you** are required to then immediately arrange for any permanent repair that may be necessary.
- 13 If **your vehicle** needs to be taken to a garage after a **breakdown**, it must be in an easily accessible position for a recovery vehicle to load. If this is not the case **you** will have to pay an emergency recovery fee.
- 14 **You** will have to pay for parts, components or other products used in the repair of **your vehicle**.
- 15 **We** will not arrange for assistance where **your vehicle** is considered to be dangerous or illegal to repair or transport.
- 16 Inter Partner Assistance SA shall not be responsible for more than two claims made against the Service during any 12 month period which arise from a common identified fault; and no more than five in any 12 month period. If **you** require assistance more than 5 times within a 12 month period of cover, **you** will have to pay for the services we provide. **We** will ask for a credit or debit card before **we** provide the assistance.
- 17 If **you** are covered for **breakdown** by any other insurance policy or warranty **you** must tell **us**.
- 18 Should **you** be unwilling to accept **our** decision or that of **our** agents on the most suitable form of assistance to be provided, **we** will pay not more than £100 for any one **breakdown** towards **your** preferred form of assistance.

## Section F – General conditions applying to all parts of this policy

- 19 **We** cannot guarantee that hire cars will always be available and **we** are not responsible if they are not available.  
**We** will do **our** best to arrange a vehicle of equivalent size but no guarantee can be given that there will be tow bars, bike racks, roof boxes, or other accessories included. Hire cars are provided subject to **you** meeting the conditions of the hirer. In most parts of Europe, hire cars are not permitted to cross national frontiers or to be brought back to the **UK**.
- 20 If **we** agree to provide assistance in the **UK**, and **our** nominated agent is unable to attend the Insured **vehicle** within one hour of **your** call to **us**, **we** will pay £10 as compensation provided that the delay was not caused by circumstances beyond **our** control and **you** submit a written claim to **us** for the compensation.
- 21 The parties to this insurance are **you** and **us** and any person or company who is not party to this insurance policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this insurance policy but this does not affect any right or remedy of a third party that exist or is available apart from that Act.
- 22 **We** may cancel this policy by giving **you** fourteen days notice by recorded delivery to **your** last known **UK** address.

## Our Promise of Service

We make every effort to provide **you** with the highest standards of service. If on any occasion **our** service falls below the standard **you** would expect **us** to meet, the procedure below explains what **you** should do.

## Complaints Procedure

**You** can write to the Quality Manager, who will arrange an investigation on behalf of the General Manager, at: Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK or telephone 0870 609 0023.

If it is impossible to reach an agreement **you** have the right to make an appeal to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR, UK or telephone **0845 080 1800**.

The existence of these procedures does not affect **your** right to take legal proceedings.

In addition Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms.

Further information can be obtained from the website

**[www.fscs.org.uk](http://www.fscs.org.uk)**

## Data Protection Act

Details of **you, your** insurance cover and claims will be held by **us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998. We may record telephone calls in order to improve our service.







smile the internet bank from

The **co-operative** bank  
good with money

**The Co-operative Bank p.l.c. P.O. Box 101, 1 Balloon Street, Manchester M60 4EP. Registered in England and Wales No. 990937.**

**Smile is part of The Co-operative Bank is authorised and regulated by the Financial Services Authority (No. 121885), subscribes to the Banking Code, is a member of the Financial Ombudsman Service and is licensed by the Office of Fair Trading (No. 006110).**

Credit facilities are provided by The Co-operative Bank p.l.c. and are subject to status. The Bank reserves the right to decline any application. The subscription fee for the smilemore current account is £13.00 debited from the account on the first working day of each month.

Calls may be monitored or recorded for security and training purposes. Calls to 0845 numbers will cost no more than 4p per minute for BT customers. 0844 calls are charged at 5p per minute. Call charges from other companies may vary and you may want to check this with your service provider.