



Your Aspire Elite Benefits

Our most prestigious credit card offers you a range of VIP benefits to help you get the most from your Aspire Elite experience. From retail protection to concierge service, Aspire Elite is the card that helps keep you protected and organised.

Please read this booklet for details of how the benefits work and for the full terms and conditions.

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Introduction

Your demands and needs:

Capital One Aspire Elite Retail Protection meets the following demands and needs:

- Purchase Protection meets the demands and needs of those who require cover in the event of theft, fire and/or accidental damage to items purchased with the Capital One Aspire Elite card.
- Best Price Protection meets the demands and needs of those who require cover in the event that certain items purchased with their Capital One Aspire Elite card are found to be for sale elsewhere at a lower price.
- Extended Warranty meets the demands and needs of those who require cover for the repair costs of certain items purchased with their Capital One Aspire Elite card after the expiry of the manufacturer's warranty.

Capital One will not provide advice to you in relation to these insurance benefits and this is therefore not a personal recommendation. Any information we provide is in relation to a single insurer, we are contractually obliged to conduct insurance mediation in this way.

Capital One only offers the Aspire Elite Retail Protection package from Inter Partner Assistance.

Financial Services Compensation Scheme (FSCS) - Capital One is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme. This depends on the type of insurance, the size of the business and the circumstances of the claim.

Full details are available at www.FSCS.org.uk

Statement of Price –there is no charge for this insurance benefits package.

Language – your benefits schedule and all further communications will be in English.

Policy Summary

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This document only contains a summary of the main features and benefits of the policy and a summary of the main exclusions and limitations and does not contain the full details and conditions of the benefits – these are located in the Benefit Schedule.

Benefits under this Policy are underwritten by Inter Partner Assistance (IPA), whose registered branch office in Ireland is 10/11 Mary Street, Dublin 1, Ireland (company number 906006) and is regulated by the Central Bank of Ireland. IPA is a branch of Inter Partner Assistance SA, a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels, which is authorised in Belgium by l'Autorité des Services et Marchés Financiers and is authorised and subject to limited regulation by the Financial Conduct Authority (FCA) in the United Kingdom. Details about the extent of the authorisation and regulation by the FCA are available from us on request. Some of the services under this Policy will be provided by IPA's agent, AXA Travel Insurance (company number 426087), of the same Ireland address. All companies are members of the AXA Assistance Group.

1. Type of benefits and cover

Purchase Protection, Best Price Protection and Extended Warranty benefits for eligible items purchased on the later of: the date of your covered card credit agreement, the start date in the Capital One letter accompanying this benefit document if applicable or the date which you receive your benefit document. Cover will end and all benefits will stop when your credit agreement ends, when your benefits are cancelled or when your covered card is cancelled, withdrawn or expires and is not renewed by Capital One or the Policy is cancelled or expires.

2. Important

In order to be eligible to receive benefits the Cardholder will only be covered for the benefits if 100% of the total cost of the eligible item(s) has been charged to the covered card.

Special conditions and exclusions apply to each section of the Benefit Schedule so please refer to the Benefit Schedule for full details.

3. Significant features and benefits

The table shows the maximum benefits you can claim.

BENEFIT TABLE	
The Cardholder will only be covered for the following benefits if 100% of the total cost of the eligible item(s) has been charged to the covered card.	
Section A – Purchase Protection	
– Limit per 365 day period	£ 18,000
– Limit per incident	£ 6,000
– Single Article Minimum Limit	£ 75
Section B – Best Price Protection	
– Maximum per event and per 365 Day period	£ 1,000
– Minimum Purchase Amount	£ 50
Section C – Extended Warranty	
Extended Warranty, maximum per year	£ 20,000
Maximum per event	£ 2,000
– per event excess	£ 50

4. Significant or unusual exclusions or limitations

- You must charge 100% of the cost of eligible items to the covered card.

5. General exclusions:

- Sonic bangs.
- Wilful, self inflicted injury, solvent, drug or alcohol abuse.
- Unlawful actions and any subsequent legal proceedings brought against you.

Exclusions under Section A – Purchase Protection:

- Loss not through theft, fire and/or accidental damage.
- Loss of the eligible item which you cannot reasonably explain.
- Theft or damage caused by fraud, mistreatment, carelessness or not following the manufacturers manual.
- Items which were used before purchase, second-hand, altered, or bought fraudulently by the Cardholder.

Exclusions under Section B – Best Price Protection:

- Reductions not discovered within 30 days of original purchase date.
- Differences in price under £50 per item.

Exclusions under Section C – Extended Warranty:

- Non-electrical items.
- Boats, automobiles, motorboats, airplanes, or any motorized vehicles &/or their integral parts.
- Mobile telephones.

6. Claim notification

To make a claim contact 0800 952 5151

Please read the appropriate section in the benefits to see exactly what is, and is not covered, noting particularly any conditions, limitations and exclusions.

Telephone our Claims Helpline on 0800 952 5151

(Monday – Friday 9:00 – 17:00) to obtain a claim form.

You will need to give:

- your name,
- brief details of your claim.

We ask that you notify us within 28 days of you becoming aware of an incident or loss leading to a claim and you return your completed claim form and any additional information to us as soon as possible. You must supply all of your original invoices, receipts and reports etc. You should check the section under which you are claiming for any specific conditions and details of any supporting evidence that you must give us. It is always advisable to keep copies of all the documents that you send to us.

7. Making a complaint

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.

When you contact us:

Please give us your name and contact telephone number. Please quote your covered card number 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 0800 952 5151. *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 in *your* preferred language, who will arrange for an investigation on behalf of the Chief Executive: AXA Travel Insurance, Head of Customer Care, The Quadrangle, 106-118 Station Road, Redhill, RH1 1PR, United Kingdom. Or *you* may use e-mail: customer.support@axa-travel-insurance.com

Step three – Beyond Inter Partner Assistance

If we have given *you our* final response and *you* are still dissatisfied *you* may refer *your* case to the Financial Ombudsman Service (FOS). The FOS is an independent

body that arbitrates on complaints about general insurance products. They will only consider complaints after **we** have provided **you** with written confirmation that **our** internal complaints procedure has been exhausted. Referral to the FOS will not affect **your** right to take legal action against **us**.

The Ombudsman can be contacted at:

Insurance Division

Financial Ombudsman Service

South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Tel: 0845 080 1800 Fax: 020 7964 1001

8. Compensation scheme

In the unlikely event that Inter Partner Assistance is unable to meet its obligations, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS. Their contact details are Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN. Telephone 020 7892 7300, Fax 020 7892 7301. Website: www.fscs.org.uk

Your right to cancel

These benefits are included with your covered card, the benefits cannot be cancelled separately. If you cancel the covered card the cover will end and all benefits will stop. Please see your Credit Card agreement for full details of how to cancel the covered card.

Capital One Aspire Elite – Benefit Schedule

BENEFIT TABLE	
Section A – Purchase protection	
– Limit per 365 day period	£ 18,000
– Limit per incident	£ 6,000
– Single Article Minimum Limit	£ 75
Section B – Best Price Protection	
– Maximum per event and per 365 Day period	£ 1,000
– Minimum Purchase Amount	£ 50
Section C – Extended Warranty	
Extended Warranty, maximum per year	£ 20,000
Maximum per event	£ 2,000
– per event excess	£ 50

1. Introduction

This document alone is not a contract of insurance but summarises the benefits provided to **you** by virtue of your holding an Aspire Elite Card through Capital One. The provision of those benefits is enabled by an insurance policy held by Capital One and issued by Inter Partner Assistance (policy number 5531201).

Capital One is the only **Policyholder** and only they have direct rights under the Policy from the Insurer. **You** have the right to receive benefits from the Insurer provided that **you** (i) hold an Aspire Elite Card through Capital One and (ii) comply with the obligations set out in the policy. The Schedule sets out a full and accurate reflection of **your** rights and obligations under the Policy.

Eligibility & Term

The benefits summarised in this document are dependent upon **you** being a valid MasterCard Aspire Elite **Cardholder** at the time of any incident giving rise to a claim. Capital One will give **you** 60 days written notice if there are any material changes to these terms and conditions or if the Policy is cancelled or expires without renewal on equivalent terms.

Insurer & Service Provider

Benefits under this policy are underwritten by Inter Partner Assistance (IPA), whose registered branch office in Ireland is 10/11 Mary Street, Dublin 1, Ireland (company number 906006) and is regulated by the Central Bank of Ireland. IPA is a branch of Inter Partner Assistance SA, a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels, which is authorised in Belgium by l'Autorité des Services et Marchés Financiers and is authorised and subject to limited regulation by the Financial Conduct Authority (FCA) in the United Kingdom. Details about the extent of the authorisation and regulation by the FCA are available from **us** on request. Some of the services under this Policy will be provided by IPA's agent, AXA Travel Insurance (company number 426087), of the same Ireland address. All companies are members of the AXA Assistance Group.

2. Important information

- In order to be eligible to receive benefits under this **Benefit Schedule** **you** will only be covered if 100% of the total cost of the **eligible items** has been charged to the **covered card**.
- These benefits will be governed by the law of England and Wales unless **we** have specifically agreed in writing otherwise.

3. Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this **Benefit Schedule** (unless otherwise noted) and is highlighted in bold print.

You/your/Cardholder

- the holder of a **covered card**, the card being valid at the time of the incident.

We/us/our

- Inter Partner Assistance, acting through its branch at 10/11 Mary Street, Dublin 1, Ireland and/or its agent AXA Travel Insurance of the same Irish address. All companies are members of the AXA Assistance Group.

AXA Assistance

- the service provider, arranged by AXA Travel Insurance 10/11 Mary Street, Dublin 1, Ireland (company number 426087).

Benefit Schedule

- this document, headed “CAPITAL ONE ASPIRE ELITE – BENEFIT SCHEDULE”.

Benefit Table

- the table listing the benefit amounts on page 5.

Country of residence

- the country in which **you** legally reside.

Covered Card

- a MasterCard Aspire Elite Card, issued by Capital One, the card being valid at the time of the purchase and incident.

Home

- **your** normal place of residence in **your country of residence**.

Period of cover

- cover begins for items purchased with the **covered card** on the later of: the date of **your covered card** credit agreement, the start date in the Capital One letter accompanying this benefit document if applicable or the date which **you** receive **your** benefit document. Cover will end and all benefits will stop when your credit agreement ends, when your benefits are cancelled or when your covered card is cancelled, withdrawn or expires and is not renewed by Capital One or the Policy is cancelled or expires.

Policyholder

- Capital One, (Europe) plc., registered office: Trent House, Station Street, Nottingham, NG2 3HX.

Unattended

- when **you** are not in full view of and not in a position to prevent unauthorised interference with an **eligible item**.

Section A – Purchase Protection

1. Definitions – applicable to this section

Eligible item

- an item, purchased by the **Cardholder** solely for personal use (including gifts), which has been charged fully (100%) to the **Cardholders** Aspire Elite Card account and is not listed under WHAT IS NOT COVERED in this section.

Purchase price

- the lower of the amounts shown on either the Aspire Elite Card billing statement or the store receipt for the **eligible item**.

2. What is covered

In the event of loss through theft, fire and/or accidental damage to an **eligible item** within 30 days of purchase, **we** will, at **our** option, replace or repair the **eligible item** or credit the **Cardholder** account an amount not exceeding the **purchase price** of the **eligible item**, or the single item limit shown in the **Benefit Table** whichever is lower. **We** will not pay more than the amount shown in the **Benefit Table** for any one event, or more than the maximum amount shown in the **Benefit Table** in any one 365 day period.

3. Special conditions

- 3.1. Purchase Protection provides cover only for claims or portions of claims that are not covered by other applicable guarantees, warranties, insurance or indemnity policies, subject to the stated limits of liability.
- 3.2. Claims for an **eligible item** belonging to a **pair or set**, will be paid up to the full **purchase price** of the **pair or set**, provided the items are not useable individually and cannot be replaced individually.
- 3.3. If **you** purchase the **eligible item** as a gift for someone else, **we** will if **you** wish, pay a valid claim to the recipient, subject to **you** making the claim.
- 3.4. **You** must exercise due diligence and do all things reasonably practicable to avoid any direct physical theft or damage to an **eligible item**.
- 3.5. **You** will need to transfer to **us**, on **our** request and at **your** expense, any damaged **eligible item** or part of a **pair or set**, and assign the legal rights to recover from the party responsible up to the amount **we** have paid.
- 3.6. **You** must provide **us** with the original sales receipt from the store, the original of card receipt, the original account statement showing the transaction and the police report where applicable.
- 3.7. Anything mentioned in GENERAL CONDITIONS on page 12.

4. What is not covered

- 4.1 Lost items not connected to theft, fire or damage caused by accident.
- 4.2 Loss of the **eligible item** which **you** cannot reasonably explain.
- 4.3 Theft or damage caused by fraud, mistreatment, carelessness or not following the manufacturers manual.
- 4.4 Items which were used before purchase, second-hand, altered, or bought fraudulently by the **Cardholder**.
- 4.5 Damage to items caused by product defects.
- 4.6 Expenses due to repairs not performed by workshops approved by **AXA Assistance**.
- 4.7 Stolen items not reported to the police within 48 hours of discovery and a written report obtained.
- 4.8 Items left **unattended** in a place accessible to the public.
- 4.9 Damage due to normal wear and tear of items or normal use or normal activity during sports and games (example golf or tennis balls, or other consumable items used for sport or games).
- 4.10 Motorised vehicles of any kind, bicycles, watercraft, caravans, trailers, hovercraft, aircraft and parts or accessories for any of these items and consumable products necessary to their use and maintenance.
- 4.11 Damage due to water, damp, earthquake, or error during production.
- 4.12 Theft or damage when item is under supervision, control or taking care of, by third party other than allowed according to safety regulations.
- 4.13 Items not received by the **Cardholder** or other party designated by the **Cardholder**.
- 4.14 Losses from any item of any property, land or premises unless entry or exit to the property or premises was gained by the use of force, resulting in visible physical damage to the property or premises.
- 4.15 Direct physical theft or damage to items in a motor vehicle or as a result of the theft of said motor vehicle.
- 4.16 Theft of or damage to jewellery, watches, precious metals and gemstones unless carried by hand and under the **Cardholder's** personal supervision or under the supervision of a companion previously known to the **Cardholder**.
- 4.17 Services, cash, travellers cheques, tickets, documents, currency, silver and gold.
- 4.18 Art, antiques, rare coins, stamps and collector's items.
- 4.19 Animals, living plants, consumables, perishable goods or permanent installations.
- 4.20 Electronic items and equipment, including but not limited to, personal stereos, MP3/4 players, computers or computer-related equipment whilst at **your** place of employment, items used for business purposes.

- 4.21 Riot and civil commotions, strikes, labour and political disturbances.
- 4.22 Any mail order items or items delivered by courier until item or items are received, checked for damage and accepted at the nominated delivery address.
- 4.23 Theft or accidental damage to any item where there is any other insurance covering the same theft or accidental damage, or where the terms and conditions of such other insurance have been broken or for the reimbursement of any evident excess.
- 4.24 Anything mentioned in GENERAL EXCLUSIONS on page 12.

Section B – Best Price Protection

1. Definitions – Applicable to this section

Claim date

- the date **you** find an identical item available at a **store** within the **country of residence**.

Eligible Item

- an item bearing the name or brand of the retailer or manufacturer with a minimum purchase price of £ 50, purchased by **you** solely for personal use (including gifts), which has been charged fully to **your covered card** in a single transaction from a **store** and is not listed as an item which is not covered.

Required documents

- original sales receipt from the **store**, original of card receipt, original of account statement showing the transaction for the **eligible item** was paid in full with **your covered card** and proof of the cheaper price of the identical **eligible item**. The proof must include written evidence from the **store** verifying that the damage caused by riot identical **eligible item** is on sale to the public at any **store** for a lower price within the **country of residence** (such as the entire advertisement or note from the **store** stating an exact price, product description and verifiable issue and expiry dates).

Store

- a place that **you** can physically enter and buy goods in the **country of residence**. This does not include any internet websites, mail order companies, any form of auction or market traders.

2. What is covered

We will refund the difference between the original price paid for an **eligible item** and the reduced selling price for the identical **eligible item** (manufacture date, make, model as well as identical accessories) found at any **store**, if the reduction is discovered within 30 days of purchase and equal to or higher than £ 50.

We will not pay more than the maximum per **eligible item** amount shown in the schedule of benefits for any one event, or more than the maximum amount shown in the schedule of benefits in any one 365 day period.

3. Special conditions

- 3.1 There is no limit to the number of purchases **you** may make.
- 3.2 The original retail price of the item must be at least £ 50.
- 3.3 The item must be paid for in full using **your covered card**.
- 3.4 The item must be purchased from a **store** that has a physical presence in the **country of residence**, excluding Duty Free stores and are not listed as an item which is not covered.
- 3.5 Only items intended for personal use are covered.
- 3.6 Best Price Protection provides cover only for claims that are not covered by other applicable low price guarantees, insurance or indemnity policies, subject to the stated limits of liability.
- 3.7 Anything mentioned in GENERAL CONDITIONS on page 12.

4. What is not Covered

- 4.1 *Eligible items* purchased, or reduced selling price items found, outside of the *country of residence*.
- 4.2 Incidents which cannot be proven from the existing documentation.
- 4.3 Items for sale from a *store* belonging to the same chain in a different location, retailing at a lower price.
- 4.4 Items which have been purchased used, altered, second-hand or are purchased fraudulently or illegally by *you*.
- 4.5 Services or any immaterial item.
- 4.6 Cash, traveller's cheques, tickets, documents, currency, negotiable instruments, shares of any type, bullion, silver and gold.
- 4.7 Art, antiques, furs, rare coins, stamps, one of a kind items and collector's items.
- 4.8 Jewellery, precious metals and gemstones.
- 4.9 Special order or mail order items.
- 4.10 Animals, living plants or any other living things.
- 4.11 Consumables or perishable goods, fuel.
- 4.12 Permanent installations such as garage door openers and alarms.
- 4.13 PC's, computers, laptops, tablets, E-Readers, mobile telephones (or any type of portable hand held communication device), palmtops, and parts or accessories for any of these items.
- 4.14 Recordings of all kinds (sound, photo, video, digital and computer software).
- 4.15 Motorised vehicles of any kind, bicycles, watercraft, caravans, trailers, hovercraft, aircraft and parts or accessories for any of these items and consumable products necessary to their use and maintenance.
- 4.16 Items intended for business, professional or commercial purposes.
- 4.17 Clothing.
- 4.18 Holidays or excursions.
- 4.19 Land, premises, buildings or flats.
- 4.20 Items from any auction including auction websites and television channels.
- 4.21 Items available only on an internet website and not available for the same price in a *store*.
- 4.22 Items purchased in a going out of business sale, end of season clearance or cash only sale.
- 4.23 Items that were customised or specially made.
- 4.24 Medical, health care, optical or dental devices or equipment or pharmaceutical products.
- 4.25 Taxes, delivery, shipping, handling or other processing charges.
- 4.26 Treatment costs.
- 4.27 Incorrectly priced items, errors or omissions.
- 4.28 Items from duty free, lower tax or tax free zones.
- 4.29 Anything mentioned in GENERAL EXCLUSIONS on page 12.

Section C – Extended Warranty

1. Definitions – Applicable to this section

Brown goods

- audio and video equipment including televisions (LCD and plasma), DVD players/recorders, home cinema projectors, HiFi systems, MP3 players, iPods, cameras, video cameras, GPS systems.

Eligible item

- a **brown good** or a **white good** purchased new by **you** solely for personal use, which has been charged fully (100%) to **your covered card**, in a store located in the **country of residence** (other than a Duty-Free Zone) or via an Internet site where the sales company is registered in the **country of residence** and the item is meant for use in the **country of residence** market and is not listed as an item which is not covered. The manufacturer must provide an original warranty of no less than 24 months in respect of the **eligible item** in the country of purchase.

Extended warranty period

- the period commencing on the day following the day on which the original manufacturer's warranty (which is of no less than 24 months) expires and ending 24 months thereafter.

Mechanical breakdown

- an internal malfunction of an **eligible item** which would have been covered by the terms of the original manufacturer's warranty, which is due solely to a defect in material or workmanship and which results in a failure of the **eligible item** to operate for the purpose for which it was designed.

White goods

- electrical household appliances including washing machines, tumble/washer dryers, dishwashers, cookers, ovens, refrigerators, vacuum cleaners, clothes-irons, toasters, electric toothbrushes.

2. What is covered

You are covered for repair costs of an **eligible item** after **mechanical breakdown** during the **extended warranty period**.

Repair expenses will be paid up to the original purchase price paid for the **eligible item**, up to the limit shown in the **Benefit Table**. If repair expenses exceed the original purchase price paid, **we** will replace the **eligible item** with an equivalent model of similar specification with a value of no more than the original purchase price, up to the limit shown in the **Benefit Table**. If no equivalent model of similar specification is available, **you** will be credited with an amount equal to the original purchase price, up to the limit shown in the **Benefit Table**. The maximum paid per 365 day period is as shown in the **Benefit Table**.

Where an **eligible item** is part of a pair or a set, cover will extend only to the **eligible item** in respect of which there has been a **mechanical breakdown** and not to the rest of the pair or set.

3. In the event of a claim

If an **eligible item** breaks down, please call **AXA Assistance**, giving **your** name, **covered card** number, **eligible item** brand and model and the breakdown date. **We** will confirm that the **eligible item** is covered and **you** will be directed to an authorised service centre. **We** will send **you** a claim form. Please retain the repair receipt from the service centre specifying the **mechanical breakdown** and the price for repair. Claim forms and all documentation must be sent to **us** within 90 days of the repair date. All payments to be made by **us** will be made to **you**. **We** may appoint an expert or investigator to assess the circumstances of the claim and the amount to be paid to **you**.

4. Special conditions

- You** must keep the original sales receipt from store, original of card receipt, original of account statement showing the transaction was paid in full with the **covered card** and the original manufacturer's warranty card.

- 4.2 Extended Warranty only covers **mechanical breakdown** – repair expenses if **your** product breaks down after the manufacturer’s original warranty has expired.
- 4.3 **You** must use the service centre authorised by **us** for the repair of the **eligible item**.
- 4.4 If **we** replace the **eligible item**, the **eligible item** becomes **our** property and the replacement item will not benefit from cover under these benefits.
- 4.5 Anything mentioned in GENERAL CONDITIONS on page 12.

5. What is not covered

- 5.1 The excess of £ 50, applying to each and every item.
- 5.2 Non-electrical items.
- 5.3 Motorised vehicles of any kind, bicycles, watercraft, caravans, trailers, hovercraft, aircraft and parts or accessories for any of these items and consumable products necessary to their use and maintenance.
- 5.4 Mobile telephones.
- 5.5 Electric gardening tools.
- 5.6 Boilers or furnaces.
- 5.7 Communication and computing items also described as ‘Grey Goods’– (such as desktop PCs, laptops, monitors, photocopiers, fax machines, scanners, game consoles, modems, notebooks, tablets and iPads).
- 5.8 Genuine goods sold through unauthorized channels in direct competition with authorized distributors.
- 5.9 Items which do not have an original manufacturer’s warranty valid in the **country of residence**.
- 5.10 Items which do not have a **country of residence** specification or that are not available in the **country of residence**.
- 5.11 Items not bought as new, or modified, rebuilt or refurbished items.
- 5.12 Items which are purchased for resale.
- 5.13 Items that are specified by supplier as a consumable item or items that shall be thrown away after usage, included, but not limited to bulbs, fuses, batteries, filters, belts, bags and printing cartridges.
- 5.14 Installation or rebuild expenses or changes on an item.
- 5.15 Cleaning expenses, included, but not limited to filter on a washing machine, video and cassettes.
- 5.16 The cost of rectifying blockages (except in the cooling system of refrigeration equipment).
- 5.17 Costs incurred in disposing of an item.
- 5.18 Any costs incurred in gaining access for repair to any appliance that has been incorporated into fitted units.
- 5.19 Expenses linked to supplier’s withdrawal of a product.
- 5.20 Items used for business purposes.
- 5.21 Items permanently affixed to the **home** or office.
- 5.22 Expenses linked to repairs caused by routine service, inspections or installations, or call out charges where an authorised repairer cannot find any fault with the item.
- 5.23 Computer software and other accessories to computers not fully assembled by the manufacturer.
- 5.24 Damage caused by not following the supplier’s manual, instructions or installations, or the use of unapproved accessories.
- 5.25 Corrosion.
- 5.26 Damage caused by mistreatment or carelessness.
- 5.27 Lightning, storm or flood.
- 5.28 Expenses due to repairs not performed by workshops approved by **us**.
- 5.29 Any costs other than those specifically covered under the terms of the original manufacturer’s written repair warranty.
- 5.30 Anything mentioned in GENERAL EXCLUSIONS on page 12.

General Conditions

General Conditions For Retail Protection

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.

1. **You** must take all reasonable care and precautions to safeguard **your** property against loss, theft or damage. **You** must act as if **you** are not covered and take steps to minimise **your** loss as much as possible and take reasonable steps to prevent a further incident and to recover missing property.
2. **We** ask that **you** notify **us** within 28 days of **you** becoming aware of any incident or loss leading to a claim and **you** return **your** completed claim form and any additional information to **us** as soon as possible.
3. Where applicable **you** must report all incidents to the local Police in the country where it occurs and obtain a crime or lost property report, which includes an incident number.
4. **You** must not abandon any property for **us** to deal with or dispose of any damaged items as **we** may need to see them.
5. **You** or **your** legal representatives must supply at **your** own expense all information, evidence, original invoices, receipts, reports, assistance that may be needed including details of other insurance policies that may cover the loss. **We** may refuse to reimburse **you** for any expenses for which **you** cannot provide receipts or bills. Please keep copies of all documents sent to **us**.
6. **You** must not admit, deny, settle, reject, negotiate or make any arrangement for any claim without **our** permission.
7. **We** have the right, if **we** choose, in **your** name but at **our** expense to:
 - a) take over the settlement of any claim;
 - b) take legal action in **your** name to get compensation from anyone else for **our** own benefit or to get back from anyone else any payments that have already been made;
 - c) take any action to get back any lost property or property believed to be lost.
8. If **you** or anyone acting for **you** in any respect, attempts to gain funds, information or other assets by deception or any other illegal means, including deliberate misrepresentation or omission of facts in order to misrepresent the true situation, this policy shall become void. **We** may inform the police and **you** must repay to **us** any amount already received under the policy.
9. If **we** pay any expense for which **you** are not covered, **you** must pay this back within one month of **our** asking.
10. **We** may at any time pay to **you** **our** full liability under the Policy after which no further payments will be made in any respect.
11. If at the time of any incident which results in a claim under this **Benefit Schedule**, there is another insurance covering the same loss, damage, expense or liability **we** will not pay more than **our** proportional share.
12. If you possess multiple Capital One cards you may only claim once for each claim and we will only pay up to the highest limit of the cards, the benefit values will not be cumulative.

General Exclusions

These exclusions apply throughout **your Benefit Schedule**. **We** will not pay for claims arising directly or indirectly from:

1. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
2. Any claim resulting from you attempting or committing suicide; deliberately injuring yourself; using any drug not prescribed by a registered medical practitioner, being addicted to any drugs, or abusing solvents, drugs, or alcohol, or being under the influence of drugs, solvents, or alcohol.
3. Self exposure to needless peril (except in an attempt to save human life).
4. Any claim resulting from your involvement in a fight except in self-defence.
5. **Your** own unlawful action or any criminal proceedings against **you**.

6. 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 these benefits herein not been effected.
7. Any other loss, damage or additional expense following on from the event for which **you** are claiming. Examples of such loss, damage or additional expenses would be the cost incurred in preparing a claim, loss of earnings, loss or costs incurred arising from the interruption of your business, inconvenience, distress, or loss of enjoyment.
8. Operational duties as a member of the Armed Forces.
9. **Your** travel to a country or specific area or event to which a government agency in the **country of residence** or the World Health Organisation has advised the public not to travel, or which are officially under embargo by the United Nations.
10. Any costs you would have been required or been expected to pay, if the event resulting in the claim had not happened.
11. Any circumstances you are aware of that could reasonably be expected to give rise to a claim on this policy.
12. Claims arising from **your** own unlawful action.
13. Loss caused by declared or undeclared war, confiscation by order of any government or public authority, or arising from illegal acts.
14. Benefits will not be paid and there will be no cover if the benefits are cancelled on the date you purchase the eligible good(s) that causes or results in a loss.

Claims Procedure

1. Please read the appropriate section in the benefits to see exactly what is, and is not covered, noting particularly any conditions, limitations and exclusions.
2. Making a claim.
 - 2.1 Telephone our Claims Helpline on 0800 952 5151 (Monday – Friday 9:00 – 17:00) to obtain a claim form. **You** will need to give:
 - **your** name,
 - brief details of **your** claim.

We ask that **you** notify **us** within 28 days of **you** becoming aware of an incident or loss leading to a claim and **you** return **your** completed claim form and any additional information to **us** as soon as possible.

3. Additional Information.

You must supply all of **your** original invoices, receipts and reports etc. **You** should check the section under which **you** are claiming for any specific conditions and details of any supporting evidence that **you** must give **us**. It is always advisable to keep copies of all the documents that **you** send to **us**.
4. Claims Handling Agents.

To help **us** agree a quick and fair settlement of a claim, it may sometimes be necessary for **us** to appoint a claims handling agent.

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.

When **you** contact us:

Please give **us** **your** name and contact telephone number. Please quote **your** **covered card** number 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 0800 952 5151. *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 in *your* preferred language, who will arrange for an investigation on behalf of the Chief Executive: AXA Travel Insurance, Head of Customer Care, The Quadrangle, 106-118 Station Road, Redhill, RH1 1PR, United Kingdom. Or *you* may use e-mail: customer.support@axa-travel-insurance.com

Step three – Beyond Inter Partner Assistance

If *we* have given *you our* final response and *you* are still dissatisfied *you* may refer *your* case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints about general insurance products. They will only consider complaints after *we* have provided *you* with written confirmation that *our* internal complaints procedure has been exhausted. Referral to the FOS will not affect *your* right to take legal action against *us*.

The Ombudsman can be contacted at:

Insurance Division

Financial Ombudsman Service

South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Tel: 0845 080 1800 Fax: 020 7964 1001

Use of Your Personal Data

In using these benefits *you* also agree *we* may:

- disclose and use information about *you* and *your* benefits to companies within the AXA Assistance Group of companies worldwide, *our* partners, service providers and agents in order to administer and service *your* benefits, process and collect relevant payments and for fraud prevention;
- undertake all of the above within and outside the European Union (EU). This includes processing *your* information in countries in which data protection laws are not as comprehensive as in the EU. However, *we* have taken appropriate steps to ensure the same (or equivalent) level of protection for *your* information in other countries as there is in the EU; and
- monitor and/or record *your* telephone calls in relation to cover to ensure consistent servicing levels and account operation.

We use advanced technology and well defined employee practices to help ensure that *your* information is processed promptly, accurately and completely and in accordance with applicable data protection law.

If *you* want to know what information is held about *you* by the AXA Assistance Group, please write to:

AXA Travel Insurance, Data Protection Officer, The Quadrangle, 106-118 Station Road, Redhill, RH1 1PR

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly.

Compensation Scheme

In the unlikely event that Inter Partner Assistance is unable to meet its obligations, *you* may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS. Their contact details are Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN. Telephone 020 7892 7300, Fax 020 7892 7301. Website: www.fscs.org.uk

Your right to cancel

These benefits are included with *your covered card*, the benefits cannot be cancelled separately. If *you* cancel the *covered card* the cover will end and all benefits will stop. Please see *your* Credit Card agreement for full details of how to cancel the *covered card*.

Section D - Concierge

This document explains how the Aspire Elite Concierge Service works and the terms under which we will provide the Concierge Service to you.

1. Definitions

The words and phrases used in this document have the following meanings:

You – the holder of a Capital One Aspire Elite card.

Us – Capital One (Europe) plc of Trent House, Station Street, Nottingham NG2 3HX.

Personal Information – means any information you give to us by any method including the details of your credit card or debit card.

Supplier – means any third party with whom we place an order for goods or services on your behalf.

Concierge Service – means those services available to you through the Capital One Concierge Service more fully described in “Services” below.

2. General terms and conditions

- 2.1 The Concierge Service can be accessed by telephoning 0800 952 5151. We may monitor or record telephone calls for security and staff training purposes.
- 2.2 The Concierge Service is available twenty four hours a day, three hundred and sixty five days a year including public and bank holidays.
- 2.3 If, due to the nature and complexity of your request, we are unable to respond to a request for a Concierge Service during your initial call to us we will call you back at an agreed time.
- 2.4 You authorise us to act on your instructions provided that we have followed the security procedures set out in Section 4 to identify you as being eligible to receive the Concierge Service.
- 2.5 We may refuse to act on any request for a Concierge Service if:
 - 2.5.1 we reasonably suspect unauthorised or fraudulent use of your credit card account;
 - 2.5.2 your instructions are not sufficiently clear;
 - 2.5.3 you are abusive to or act inappropriately towards any member of our staff;
 - 2.5.4 we believe that doing so may put us (and/or you) in breach of any law, regulation, code or contractual obligation binding on us.
- 2.6 The availability of suppliers may vary from location to location, but we will do our best to fulfil your requests.

3. Costs

- 3.1 You will not be liable to pay any separate charges or administration costs for the Concierge Service but any orders made using the Concierge Service for the provision of specific goods or services may require payment in advance by a credit card or debit card acceptable to the supplier.
- 3.2 All orders made with a supplier will be placed in your name using, where applicable, your credit card or debit card details which you supply to us.
- 3.3 In all cases there will be a direct contractual relationship between you and the supplier and you will be responsible directly to the supplier for settlement of all bills for any goods or services ordered on your behalf where pre-payment in full has not been made.
- 3.4 The supply of any goods or services will be subject to the supplier’s standard terms and some suppliers (for example hotels and car hire companies) may reserve the right to debit your credit card or debit card in the event of you cancelling a reservation or failing to take a service. We will endeavour to make you aware of any situation where this may be the case.

4. Security

- 4.1 In order to identify you as being eligible to receive the Concierge Service and verify your identity we may ask you to provide any of the following information:
 - 4.1.1 Full name
 - 4.1.2 Date of birth
 - 4.1.3 Home postcode
 - 4.1.4 Telephone number

- 4.2 Please note that this information will be stored by us to enable us to verify your identity in any future use of the Concierge Service.
- 4.3 If you register a specific credit card or debit card with us, we will ask for the card number and expiry date to verify your identity and to validate the information provided.
- 4.4 If we have any doubt as to the authenticity of instructions we will contact you using the contact details you have provided in order to verify your instructions.

5. Contact details

You must tell us immediately if you change your name, address or if any extra cardholder changes his or her name. Where required we may request written confirmation of the same.

6. Use of your information

Please see section 1 “Use of Your Information” of your credit card agreement for details of how we will use information gained about you from your use of the Concierge Service.

7. Limiting our liability

We will not be liable for loss incurred by you:

- 7.1 where we are unable to meet our responsibilities under these terms due to any problem with a computer system beyond our reasonable control, any industrial dispute or any other circumstance whatever, beyond our reasonable control.
- 7.2 if any supplier fails to provide any goods or services which have been properly ordered on your behalf by us.
- 7.3 if you provide us with incorrect information when requesting a Concierge Service.

8. Your Right To Cancel

The Concierge Service is included with your Capital One Aspire Elite Card as part of your benefits package. If the connected credit card account is closed, this service ends. The Concierge Service part of the benefits package cannot be cancelled in isolation.

9. Variation

We will give you at least 60 days prior written notice if there are any material changes to these terms. Examples of why we may need to make such changes include, but are not limited to; to meet our legal or regulatory obligations; to correct errors, inaccuracies or ambiguities, to reflect changes in our suppliers, systems, or processes or the introduction of new technology.

10. Complaints

If you are dissatisfied with any aspect of the Concierge Service please contact us by telephone on 0800 952 5151 or write to us at The Manager, Executive Office Capital One (Europe) plc, PO Box 5281, Nottingham, NG2 3HX and we will deal with any problems in accordance with our complaints policy. A copy of our complaints policy is available on request.

11. Law

This agreement, and all obligations arising under it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales. The courts of England and Wales shall have non-exclusive jurisdiction over any disputes arising between you and us that are not resolved by other means.

Services

You are entitled to the following services through the Concierge Service and our representatives are not authorised to fulfil any request outside of these services:

1. Air Travel Reservation and Information

We will advise on the available options and, if requested, make scheduled flight reservations and issue flight tickets for most international airlines or make reservations on-line on your behalf using your credit card or debit card.

We will supply comprehensive information on:

- Scheduled flight timetables
- Connecting flights
- Prices
- Tickets Restrictions

2. Car Hire Reservation and Information

We will advise on the available options and, if requested, make a reservation on your behalf with the car hire company using your credit card or debit card.

We will provide you with information, advice and assistance on the provision of car hire, including:

- Rental facility locations
- Hours of business
- Collection and return information
- Vehicle availability
- Tariffs for appropriate vehicle class and hire duration
- Specific insurance requirements and rate where appropriate (Insurance cover may vary dependant on the country of hire)

3. Chauffeur Driven Car Service

We are able to provide information on chauffeur driven cars for airport transfers, meetings, events or for the duration of a trip.

If requested we can make a reservation for you with a supplier using your credit card or debit card.

4. Flower Delivery

We are able to provide information on the delivery of flower arrangements or bouquets in many worldwide locations and will advise on choice, price and delivery.

The service includes:

- A selection of bouquets and flower arrangements, along with associated items such as wine and chocolates (depending on location)
- Inclusion of a brief message
- Delivery to most major cities and towns worldwide
- Delivery timescales
- Prices including delivery

We can place an order with the supplier on your behalf using your credit card or debit card, arranging for a message to accompany the delivery.

5. Gift Delivery

We are able to provide advice and assistance on the suitability for delivery, any cultural implications, prices and delivery timescales for a range of gifts in, or for delivery to, most major locations worldwide.

We are able to place an order with the supplier on your behalf using your credit card or debit card.

6. Travel Advice

We can provide you with a range of travel advice both before and during a trip, including:

- Climate and weather advice
- Passport and Visa advice and assistance
- Real-time flight status information
- Embassy and consulate addresses and telephone numbers
- National public holidays
- Languages spoken, time zones and customs advice

7. Holiday Reservation and Information

We are able to provide advice and assistance with your holiday requirements either through combining individual elements (such as travel arrangements, flights, transfers, accommodation and activities) through different service providers or a combined package from a package holiday supplier.

We will, if asked, book the individual elements or package with a tour operator on your behalf using your credit card or debit card.

8. Hotel Reservation and Information

We are able to provide you with information, advice and assistance for the reservation of hotel and other short term accommodation in many locations including:

- Accommodation standard
- Location details
- Services available at the hotel
- Room rates and general tariffs
- Check out times

If you ask us we will make a reservation for you using your credit card or debit card with the hotel or through a hotel booking agency.

9. Hospitality and Event Ticketing

We are able to provide information on the availability of tickets to ticketed events and can make a reservation directly with the venue, promoter or through a third party ticket provider on your behalf using your credit card or debit card.

10. Restaurants

Information is available on dining options and we will check availability and make a reservation on your behalf with the restaurant using, if required, your credit card or debit card.

11. Latest News

We are able to provide up to the minute global news headlines, financial news and global and local sports news information and scores, for most major towns and cities.

12. Golf Course Information Service

We are able to provide details of major golf courses and provide information including:

- Contact details
- Indicative price
- Handicap requirements
- Course details
- Details of course facilities

We are able to check the availability of tee times and, we will if asked make a reservation using your credit card or debit card.

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