



Your free Purchase Protection Insurance Policy

Purchase Protection Insurance helps solve some of life's occasional problems, by giving you and your purchases even more protection.

We want you to have that extra peace of mind when using your Capital One® credit card and this **free** insurance should give you that, by covering many of the things you buy against loss, damage or theft for 100 days after purchase.

Please read this policy booklet for details of how this insurance works and the full terms & conditions.

Your demands and needs:

Purchase Protection Insurance meets the demands and needs of those who require cover in the event of loss and damage to items. This policy only covers you if the items are purchased with your Capital One card.

Capital One will not provide advice to you in relation to this insurance policy 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 Purchase Protection from Financial Insurance Company Limited.

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

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Policy summary for Purchase Protection Insurance

The below information is only a summary of your insurance and does not contain the full policy terms and conditions. Please refer to the policy document for full details of the cover provided.

1. **Who provides your insurance policy?**

The insurance is underwritten by Financial Insurance Company Limited registered in England No:1515187. Financial Insurance Company Limited is a company limited by shares whose registered office is Building 11, Chiswick Park, Chiswick High Road, London, W4 5XR.

2. **Type of insurance and cover.**

This policy protects you in the event of the loss or damage to many items you purchase with your Capital One card. Please refer to section 8 of the policy document for details of which items are not covered.

3. **How long am I covered for?**

Your cover is for one month at a time and is automatically renewed each month until it is either cancelled, or your cover ends as a result of the terms and conditions detailed in Section 5 of the policy document.

4. **Your circumstances – keeping us informed**

Your cover may be affected should your personal circumstances change. To ensure this policy continues to meet your needs please call Capital One on 08444 812 812**.

5. **What cancellation period is there?**

You may cancel this policy without charge at any time. To do so you must contact Capital One by telephone on 08444 812 812** or write to Capital One Bank (Europe) plc at Customer Contact Response, Capital One Bank, PO BOX 5283, NG2 3YJ. This right to cancel is in addition to your legal right to cancel an insurance policy without charge within 14 days of the starting date. If you do not cancel this policy it will continue until your cover ends as set out in section 5 of the policy document.

6. What are the significant features and benefits of this policy?

Purchase Protection benefits (loss or damage of items)

This cover is available if you are 18 years of age or over. If you suffer a loss or damage within 100 days of purchase in the UK after the start date and before the end date, we will either choose to repair (or pay the cost of repair) or replace the insured property, or we will do one of the following:

- Pay the full purchase price on the card statement; or
- Pay a proportion of the purchase price shown on the card statement if part of a set has suffered loss or damage and the other part can be used separately, or the other part cannot be used separately but can be replaced; or
- If only part of the purchase price of the insured property has been paid on the card, we will consider the amount shown on the card statement to be the purchase price we will pay.

Up to £1,000 for each insured property, less an excess of £25 for each claim. There is a maximum benefit of £20,000 in any 12 month period.

7. What are the significant or unusual exclusions and limitations of this policy?

Purchase Protection Exclusions:

As with most insurance policies exclusions and limitations apply – the list provided is not exhaustive, but highlights exclusions and limitations which may be considered significant. Claims will not be paid for:

- Theft, malicious damage or anything similar causing the loss or damage of the insured property unless it is reported to the police within 24 hours of you discovering the loss or damage;
- Loss or damage of items purchased outside of the UK;
- Loss or damage of items purchased which happens more than 100 days after the date of purchase (either the date on the store receipt or the date on the card statement, whichever is earliest).

Please refer to section 3.A of the policy document for full details of exclusions under this cover.

Not all items you purchase with your Capital One credit card will be covered by this policy, please see the definition of insured property in section 8 of the policy document for full details of which items are not covered by the policy.

8. What to do if you want to make a claim

You should contact us at Claims Dept, Building 11, Chiswick Park, Chiswick High Road, London, W4 5XR or telephone us on 0870 400 4701 to request a claim form.

9. What to do if you want to make a complaint

We set ourselves high standards, but if you are not satisfied with our service please tell us. If you follow the procedure set out below, we will deal with your complaint in the most efficient way possible. If you wish to make a complaint about your policy please contact the Customer Services Department, Capital One Bank (Europe) plc, PO Box 5283, Nottingham NG2 3YJ. If your complaint relates to a claim on your policy, please contact The Company Secretary, Financial Insurance Company Limited, Building 11, Chiswick Park, Chiswick High Road, London, W4 5XR. Alternatively you can telephone Financial Insurance Company Limited on 0870 400 4870 to have your call directed to an appropriate person. You should give details of the policy number or claims reference number to help you with the speedy handling of your enquiry. After this action, if you are still not happy or the problem has not been resolved to your satisfaction, you may refer it to: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone 08450 801 800*. If you complain it will not affect your legal rights.

10. Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of business and the circumstances of the claim. Full details are available at www.fscs.org.uk

Policy document

Introduction

This Policy Document ("policy") sets out the details of *your* insurance cover. This has been arranged by Capital One ("Bank"). Please read this policy carefully and keep it in a safe place. All the words that appear in *bold italics* shall have the meaning given to them in Section 8, Definitions. This policy protects *you* in the event of the *loss or damage* of the *insured property*. The underwriter for this insurance is Financial Insurance Company Limited. *You* are required to meet the eligibility requirements in Section 1. Cover is for one month at a time and is automatically renewed every month until the *end date*. For the purpose of this policy ("*we*", "*us*", "*our*") refers to Financial Insurance Company Limited.

The policy is set out as follows:

Section 1 Eligibility

(the conditions *you* must satisfy to take out cover)

Section 2 Benefits

(what *we* will pay)

Section 3 Exclusions

(when *we* will not pay)

Section 4 How to claim

Section 5 How does cover end?

(termination and cancellation)

Section 6 Cancellation rights

Section 7 Customer care

(complaints procedure and other legal requirements *you* should know about)

Section 8 Definitions

(certain words in the policy which have special meanings)

SECTION 1 - Eligibility

1. *You* are covered under this policy if on the *start date you* are 18 years of age or over.
2. If two people are named on the *credit agreement* only the first named person will be covered.
3. If *you* do not meet the eligibility requirements outlined above at the *start date you* will not be able to make a claim under this policy.
4. If *you* give the *insured property* as a gift *you* may make a claim on behalf of the person who received the gift.

SECTION 2 – Benefits

A. Purchase Protection benefits

This cover is available if *you* are 18 years of age or over.

If *you* suffer a *loss or damage* after the *start date* and before the *end date we* will either:

1. Choose to repair (or pay the cost of repair) or replace the *insured property*;
OR
2. (i) Pay the full purchase price on the *card* statement; or
(ii) Pay a proportion of the purchase price shown on the *card* statement if part of a set has suffered *loss or damage* and the other part can be used separately or the other part cannot be used separately but can be replaced; or
(iii) If only part of the purchase price of the *insured property* has been paid on the *card*, *we* will consider the amount shown on the *card* statement to be the purchase price *we* will pay; up to £1,000 for each *insured property*, less an excess of £25 for each claim.

B. Payment of benefits

We will pay benefits to *you* by cheque. This is paid as a single payment. If *we* decide to repair or replace the *insured property we* may pay the supplier, manufacturer or repairer instead of *you*.

C. Maximum combined benefits

The maximum benefit *we* will pay under this cover for more than one claim is £20,000 in each 12 month period.

SECTION 3 - Exclusions

A. Purchase Protection exclusions

We will not pay benefit for **loss or damage** resulting from:

- the taking apart, maintaining, cleaning, restoring, dyeing or repairing of the **insured property**;
- **loss or damage** which happens more than 100 days after the **date of purchase** (either the date on the store receipt or the date on the **card** statement, whichever is earliest);
- **loss or damage** outside the **UK**;
- **you** or any person living in **your** household not taking **reasonable care** of the **insured property**;
- normal wear and tear;
- inherent product defects in the **insured property**;
- atmospheric or weather conditions (including the action of light);
- an illegal act by **you** or a person living in **your** household;
- loss of the **insured property** which **you** cannot reasonably explain;
- the action of insect, vermin, fungus or rust;
- the action of pets belonging to **you** or a person living in **your** household;
- the electrical or mechanical breakdown of the **insured property**;
- theft, malicious damage or anything similar causing the **loss or damage** unless it is reported to the police within 24 hours of **you** discovering the **loss or damage**;
- the **insured property** being used for business purposes;
- **you** or any person living in **your** household physically abusing the **insured property**;

B. General exclusions

No benefit will be paid for any claim resulting from:

- war, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, civil commotion, rebellion, terrorism, revolution or military or usurped power. Including immediate and long-term damage caused by weapons of mass destruction;
- ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.

SECTION 4 - How to claim

You (or **your** personal representative(s)), should contact **us** at Building 11, Chiswick Park, Chiswick High Road, London, W4 5XR or telephone **us** on 0870 400 4701 to request a claim form. Please complete the claim form fully and accurately and return it to **us** at the address above. This claim form should be received by **us** **within 90 days** of the date of the **loss or damage**, or as soon as possible after this. **We** may not be able to pay if **we** cannot validate **your** claim because **you** are late sending **us** **your** claim form. To make a claim **you** (or **your** personal representative(s)) must give **us** any proof **we** ask for otherwise **we** cannot pay any benefit. This is at **your** own expense (if any). **We** may also ask **you** (or **your** personal representatives) for additional information during **your** claim, for example:

- a copy of any police report.

You must claim on behalf of the recipient of a gift of the **insured property**.

There will be no payment under this policy where a false or fraudulent claim has been made. **We** support the Association of British Insurers Claims Code. **You** can be provided with a copy of this document upon request.

Data Protection - **You** understand and give explicit consent that the sensitive health and other information that **you** provide about **yourself** will be used by Financial Insurance Company Limited, its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any other insurance, handle claims and prevent fraud. This may involve the transfer of such information to other countries (including those which have limited or no data protection laws). Financial Insurance Company Limited have taken steps to ensure that **your** information is held securely.

SECTION 5 - How does cover end?

All cover under this policy will end and all **benefits** will stop automatically:

- if **you** die; or
- when **your credit agreement** ends; or
- when **your** cover is cancelled under section 6 below; or
- when **your card** is cancelled, withdrawn or expires and is not renewed by the Bank.

SECTION 6 - Cancellation rights

You may cancel this policy without charge at any time. To do so **you** must contact Capital One by telephone on 08444 812 812** or write to Capital One Bank (Europe) plc at Customer Contact Response, Capital One Bank, PO BOX 5283, NG2 3YJ. This right to cancel is in addition to **your** legal right to cancel an insurance policy without charge within 14 days of the **start date**. If **you** do not cancel this policy it will continue until **your** cover ends as set out in section 5 of the policy document.

SECTION 7 - Customer care

The following points are information **we** are required to tell **you**:

1. **Statement of Price** - There is no charge for this insurance.
2. **Choice of law and language** - If **you** buy insurance in the **UK**, **you** can choose which law will apply to the policy. English law will apply to **your** policy unless **we** make a written agreement saying otherwise before **we** issue this policy to **you**. The information supplied in **your** policy document and all further communications will be in English.
3. **Compensation rights** - **We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of business and the circumstances of the claim. Full details are available at www.fscs.org.uk
4. **Subrogation and contribution** - Before a benefit is paid or the **insured property** is repaired or replaced **you** must (if **we** request in writing) transfer the **insured property** and its ownership to **us**. If **we** pay a benefit or repair or replace the **insured property you** must (if **we** request in writing) allow **us** to enforce **our** rights or remedies or obtain any relief or indemnities from other parties which **we** are or may become entitled or subrogated. If on the date of the **loss or damage you** have any other insurance policy covering the **loss or damage**, **we** will have no liability at all under this policy.
5. **Assignment and surrender value** - **You** cannot transfer **your** rights or interest in this policy to any other person. This policy will not have any value at the **end date** or if it is cancelled.
6. **Changes in these terms** - **We** have a right to change the terms in this policy by giving **you** 30 days notice in writing. If **you** are not happy with the change **you** may cancel **your** cover with effect from the date of the change.
7. **Third Party Rights** - The parties do not intend any term of this agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.
8. **Complaints procedure** - **We** set **ourselves** high standards, but if **you** are not satisfied with **our** service please tell **us**. If **you** follow the procedure set out below, **we** will deal with **your** complaint in the most efficient way possible. In the first instance, please contact:-
The Company Secretary
Financial Insurance Company Limited
Building 11, Chiswick Park, Chiswick High Road, London, W4 5XR.

Alternatively **you** can telephone Financial Insurance Company Limited on 0870 400 4870 to have **your** call directed to an appropriate person. **You** should give details of the policy number or claims reference number to help **you** with the speedy handling of **your** enquiry. After this action, if **you** are still not happy or the problem has not been resolved to **your** satisfaction, **you** may refer it to: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone 0845 0801800*. If **you** complain it will not affect **your** legal rights.

SECTION 8 - Definitions

Wherever the following words appear in *bold italics* in the policy they will have the following meanings:

Card - The *card* issued to *you* by the Bank under the *credit agreement* and used by *you*.

Credit agreement - The running account *credit agreement* between *you* and the Bank which is covered by this policy.

Date of purchase - The date shown on *your* store receipt when *you* bought the *insured property*.

End date - The date *your* cover ends as set out in Section 5.

Insured property - All personal property bought by *you* after the *start date* in the *UK* using the *card* either for *your* own use or as a gift for another person excluding:

- jewellery and watches
- furs
- cameras, video equipment, camcorders and accessories
- all precious metals and precious stones
- cash or its equivalent (including travellers cheques, tickets, cheques, postal orders and any other negotiable instruments)
- perishable goods
- second hand goods
- mail order items or items delivered by courier whilst they are in transit
- animals or living plants
- motor vehicles, motor cycles, boats, private leisure craft, tents, caravans (including any accessories fitted to these or any articles left unattended in these)
- contact lenses
- one-of-a-kind items, items offered during a "limited quantity", "special purchase" "going out of business" or "close down" sale;
- special order items or custom and tailor-made items;
- items sold as imperfect (or not of first quality), seconds, or damaged items;

Loss or damage - The direct physical *loss or damage* to the *insured property* in the *UK*.

Reasonable care - *You* are

- taking all reasonable precautions to protect the *insured property* from any foreseeable risks which may cause *loss or damage*, and
- attending the *insured property* at all times (unless it is properly secured against theft and any other *loss or damage*).

Start date - The later of the following:

- The date of *your credit agreement*; or
- The date specified by the Bank as the *start date* in the letter accompanying this policy; or
- The date on which *you* receive *your* policy document

UK - The United Kingdom, Channel Islands and Isle of Man.

We (us, our, ourselves) - Financial Insurance Company Limited.

You (your, yourself) - The person who has the *credit agreement* with the Bank and satisfies the eligibility requirements set out in Section 1.

This policy certifies that *you* are insured for Purchase Protection under Bank scheme number 4599. The insurance for Purchase Protection is arranged by Capital One and is underwritten by Financial Insurance Company Limited registered in England No: 1515187. Financial Insurance Company Limited is limited by shares whose registered office is Building 11, Chiswick Park, Chiswick High Road, London, W4 5XR. Financial Insurance Company Limited is authorised and regulated by the Financial Services Authority and are registered with the Financial Services Authority under number 202639.

Policy Information

If *you* have special needs are hard of hearing, or require large text, braille or taped version, please telephone the:

Disability textphone: 0870 400 4769

Disability helpline: 0870 400 4768



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Capital One's regulatory status can be confirmed by visiting the FSA's website at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234*

* 0845 numbers - typical call charge from a BT landline is 2p per minute plus a connection fee may be charged. Calls from other networks and mobiles may be higher. Calls may be recorded/monitored for training purposes.

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