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1. The Policy Excess. **You** are responsible for the first £200 per claim.
2. 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) **Your** criminal, malicious or deliberate acts.
3. Anything mentioned in 11. General Exclusions.

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## 24. Section L – Overseas Legal Expenses

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### What is covered

**We** will pay up to the amount shown in the **Benefit Table**, 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.

### How we settle legal expenses claims:

**We** will appoint a member of **our panel** to handle **your** case. However, should **you** choose to appoint an **adviser** of **your** own choice to act on **your** behalf, **you** will notify **us** to that effect. **We** will, upon receipt of **your** notification, advise **you** of any conditions concerning such appointment.

### Special conditions

1. **You** must notify **us** of claims as soon as reasonably possible and in any event within 30 days of **you** becoming aware of an incident which may generate a claim.
2. **We** will provide **you** with a claim form which must be returned promptly with all relevant information required by **us**. **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted.
3. In the event of a dispute arising as to **adviser's costs** **we** may require **you** to change **adviser**.
4. **We** shall only be liable for **adviser's costs** for work expressly authorised by **us** in advance in writing and undertaken while there are reasonable prospects of success. In the event that **you** instruct an **adviser** of **your** own choice instead of the **panel adviser** appointed by **us**, **your adviser's costs** will be covered to the extent that they do not exceed **our** standard **panel adviser's costs**.
5. **You** are responsible for any **adviser's costs** if **you** withdraw from the legal action, other than on the advice of **your adviser**, without **our** prior consent. Any **adviser's costs** or other fees already paid under these benefits will be reimbursed to **us** by **you**.

6. **We** will not start legal proceedings in more than one country in respect of the same occurrence.
7. **We** may choose to conduct legal proceedings in the United States of America or Canada under the contingency fee system operating in those countries.
8. Anything mentioned in 10. General Conditions.

#### What is not covered

1. Any claim where **we** think there is not a reasonable chance of **you** winning the case or achieving a reasonable settlement.
2. Costs or expenses incurred before **we** accept **your** claim in writing.
3. Claims not notified to **AXA** within 90 days of the incident.
4. Claims against a carrier, the travel or holiday agent or tour operator arranging any **trip, us**, Inter Partner Assistance, AXA Travel Insurance, **your** employer, **AXA** or their agents and Barclays.
5. Claims against someone **you** were travelling with or another **covered person** or any other person covered under a Barclays Infinite policy.
6. Legal action where in **our** opinion the estimated amount of compensation is less than £750.
7. Actions undertaken in more than one country.
8. Lawyers' fees incurred on the condition that **your** action is successful.
9. Penalties or fines which a Court awards against **you**.
10. Claims by **you** other than in **your** private capacity.
11. Claims occurring within the **country of residence**.
12. Anything mentioned in 11. General Exclusions.

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## 25. Section M – Winter Sports Cover

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#### What is covered

##### Ski pack

**We** will pay **you** up to the amount shown in the **Benefit Table** for the unused portion of **your ski pack** that **you** contracted to pay before the **trip** commenced, 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. **You** must provide confirmation that no refund is available for the unused **ski pack** elements.
3. Anything mentioned in 10. General Conditions.

#### What is not covered

1. Any claim arising directly or indirectly from a **pre-existing medical condition** affecting **you** unless **you** have declared ALL **pre-existing medical conditions** to **us** and **we** have written to **you** accepting them for cover.

2. Anything mentioned in 11. General Exclusions.

### Piste closure

If **you** are prevented from skiing (excluding cross country skiing) at the pre-booked resort for more than 24 consecutive hours, because insufficient snow or adverse weather causes a total closure of the lift system (other than baby drags and lifts used for transport within the resort by non-skiers), **we** will pay **you** up to the amount shown in the **Benefit Table** for the cost of transport and lift pass charges for travel to and from an alternative site.

If no alternative sites are available **we** will pay **you** a benefit up to the amount shown in the **Benefit Table**.

### Special conditions

1. The cover only applies to **trips** to resorts, taken during their published ski season, where **you** have pre-booked at least one nights' accommodation and for so long as such conditions prevail at the resort, but not exceeding the pre-booked period of **your trip**.
2. **You** must obtain written confirmation from the resort management of the piste conditions confirming the closure of facilities and the dates applicable.
3. This cover does not apply to holidays taken in the **UK**.
4. Anything mentioned in 10. General Conditions.

### What is not covered

Anything mentioned in 11. General Exclusions.

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## 26. Section N – Rental Car Collision Damage Waiver

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### Definitions – Applicable to this section

#### Excess

– the part of the claim for which the **Cardholder** remains financially responsible in the rental agreement in cases where the **Cardholder** declined to accept the **rental vehicle insurance** policy and the irreducible excess established in the rental agreement when the **Cardholder** has accepted or been obliged to accept the **rental vehicle insurance**.

#### Rental vehicle

– passenger vehicles authorised to use public roads (passenger cars, estate cars and vans, authorised to carry up to nine people) hired on a daily or weekly basis from an authorised rental agency or hire car firm, which was paid for in full with **your covered card**. Benefit cover is granted for the duration specified in the rental agreement, but not more than 31 days. Loss Damage Waiver is only valid for **rental vehicles** rented and driven outside of the **country of residence**.

#### Rental vehicle insurance

– the primary insurance held by a licensed car rental agency or company in respect of the **rental vehicle** covering risks such as third part liability, or theft of the **rental vehicle**.

#### You/your

– the Barclays Infinite credit card **Cardholder** being the named first driver in the rental agreement, being at least 21 years of age and under 85 years of age, in possession of a valid driver's license valid for the class of **rental vehicle**.

## What is covered

**We** will pay up to the amount shown in the **Benefit Table** for the amount of the **excess** (when the rental car company covers damages to the rental vehicle over and above the **excess** by means of another contract) if the licensed rental agency or company holds **you** responsible for costs arising from material damage to the **rental vehicle** during the period of hire resulting from damage, fire, vandalism, or theft of the **rental vehicle** and for subsequent loss of revenue while the **rental vehicle** is unavailable for hire as a result of such damage or loss.

## Loss of use

If the rental vehicle is cancelled or cut short during the scheduled rental period due to **you** being confined to bed on the advice of a **medical practitioner** or being hospitalised, **we** will pay up to the amount shown in the **Benefit Table** for each consecutive 24 hours of the hire period that **you** are confined or hospitalised. The rental must be confirmed for at least a minimum of 7 days. **We** will only pay up to the maximum in respect of any one **trip**.

## Drop off charges

If no drivers are able to return the **rental vehicle** to the originating car rental station at the end of the period of hire because **you** are hospitalised following sudden accident or illness, **we** will pay up to the amount shown in the **Benefit Table** in respect of any drop off charge imposed by the licensed rental agency or company. One way rentals are excluded.

## Lock out

In the event that **you** unintentionally lock **yourself** out of the **rental vehicle**, **we** will pay up to the amount shown in the **Benefit Table** for locksmith charges to open the **rental vehicle** (without causing any further damage to the **rental vehicle**). The rental company must approve the locksmith and **we** must approve this course of action prior to the locksmith being called out.

## Special conditions

1. No cover will apply to **you** if:
  - a) **you** do not hold a valid driving license for the class of **rental vehicle** being driven (such licence issued in the **country of residence** or in the country issuing **your** passport);
  - b) has more than three convictions for speeding or has collected more than nine points on their driving licence within the five years prior to the **trip**;
  - c) has any conviction (or pending prosecution) for driving whilst under the influence of a drug or drugs;
  - d) has had a conviction (or pending prosecution) for drink driving, within the last two years;
  - e) has had a conviction or period of disqualification (or is awaiting prosecution) for a dangerous driving and/or careless driving offence;
  - f) is under 21 or over 84 years of age;
  - g) violates the conditions of the rental agreement.
2. No cover will apply in respect of the following types of **rental vehicle**:
  - a) mopeds and motorbikes; commercial vehicles, trucks, motor homes, and vehicles not licensed for road use including but not limited to trailers or caravans;
  - b) **rental vehicles** with a retail purchase price exceeding £35,000 (or local currency equivalent);
  - c) **rental vehicles** being used for reward, motor racing, rallies, speed, endurance tests, track days or practising for such events;

d) **rental vehicles** used for commercial purposes.

3. **You** will be covered when renting only one passenger car at any one time.
4. Benefit cover is granted for the duration specified in the rental agreement, but not more than 31 days.
5. Revolving or lease type contracts are not covered.
6. If **you** are taken ill **you** must provide written confirmation from the hospital or treating registered physician as to **your** condition and length of confinement.
7. Any period covered or costs incurred where another authorised driver is able to drive the **rental vehicle**.
8. Anything mentioned in 10. General Conditions.

#### **What is not covered**

1. Any claim value under £100 for each incident that **you** claim for.
2. **We** will only pay in excess of any insurance which is included in the rental agreement or any other insurance that **you** hold which covers the same incident.
3. Mopeds and motorbikes, commercial vehicles, trucks, motor homes and vehicles not licensed for road use including but not limited to trailers and caravans.
4. Vehicles used off-road, in or in training for racing competitions, trials rallies or speed testing.
5. Loss and/or damage to vintage cars over 20 years old, or cars that have not been manufactured for at least 10 years.
6. Loss and/or damage to vehicles whose value exceeds the amount stated in the **Benefit Table**.
7. Loss and/or damage resulting from failure of any person to observe the maintenance and operating instructions supplied with the **rental vehicle**.
8. Loss and/or damage caused by wear and tear, insects or vermin.
9. Loss and/or damage arising from the **rental vehicle** being employed for a purpose other than that stated in the rental agreement.
10. Any costs where **you** admit liability, negotiate, make and promise or agree any settlement.
11. Any fines and punitive damages.
12. The amount of the indemnity **you** are entitled to claim from any other insurance whether or not the insurer refuses the claim or fail to settle for any reason whatsoever.
13. Benefits payable under, any uninsured or underinsured motorist law, first party benefit law or no-fault law, or law similar to the foregoing, in any state or territory.
14. Anything mentioned in 11. General Exclusions.



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## 27. Section O – Purchase Protection

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### Definitions – Applicable to this section

#### Eligible item

– an item, purchased by the **Cardholder** solely for personal use (including gifts) with a minimum value of £50, which has been charged fully (100%) to the **Cardholders** Barclays Infinite 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 Barclays Infinite Card billing statement or the store receipt for the eligible item.

#### What is covered

If an eligible item is stolen or damaged within 90 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.

#### Special conditions

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.
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. 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.
4. **You** must exercise due diligence and do all things reasonably practicable to avoid any direct physical theft or damage to an **eligible item**.
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.
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.
7. Anything mentioned in 10. General Conditions.

#### What is not covered

1. Lost items not connected to theft, fire or damage caused by accident.
2. Loss of the **eligible item** which **you** cannot reasonably explain.
3. Theft or damage caused by fraud, mistreatment, carelessness or not following the manufacturer's manual.

4. Items which were used before purchase, second-hand, altered, or bought fraudulently by the **Cardholder**.
5. Damage to items caused by product defects.
6. Expenses due to repairs not performed by workshops approved by **AXA**.
7. Stolen items not reported to the police within 48 hours of discovery and a written report obtained.
8. Items left **unattended** in a place accessible to the public.
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).
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.
11. Damage due to water, damp, earthquake, or error during production.
12. Theft or damage when item is under supervision, control or taking care of, by third party other than allowed according to safety regulations.
13. Items not received by the **Cardholder** or other party designated by the **Cardholder**.
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.
15. Direct physical theft or damage to items in a motor vehicle or as a result of the theft of said motor vehicle.
16. Theft of or damage to jewellery, watches, precious metals and gemstones, cameras and video recording equipment unless carried by hand and under the **Cardholder's** personal supervision or under the supervision of a companion previously known to the **Cardholder**.
17. Services, cash, travellers cheques, tickets, documents, currency, silver and gold.
18. Art, antiques, rare coins, stamps and collector's items.
19. Animals, living plants, consumables, perishable goods or permanent installations.
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.
21. Riot and civil commotions, strikes, labour and political disturbances.
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.
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.
24. Land or buildings (including but not limited to homes and dwellings).
25. Anything mentioned in 11. General Exclusions.

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## 28. Claims Procedure

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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

a) In the event of an emergency **you** should first call **AXA** on telephone +44 (0)203 128 7518 (any minor illness or injury costs must be paid for by **you** and reclaimed).

b) For all other claims telephone our Claims Helpline on +44 (0)203 128 7518 (Monday – Friday 9:00 – 17:00) to obtain a claim form.

**You** will need to give:

- **your** name,
- **your covered card** number,
- brief details of **your** claim.

Alternatively **you** can email **our** Claims Helpline on [claims@axa-travel-insurance.com](mailto:claims@axa-travel-insurance.com)

**You** will need to provide:

- **your** name,
- the last 4 digits of **your covered card** number,
- **your** address including the postcode,
- the section under which **you** wish to make a claim.

**We** ask that **you** notify **us** within 30 days of **you** becoming aware of an incident or loss leading to a claim or as soon as reasonably possible, 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.

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## 29. Complaints Procedure

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**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, United Kingdom or telephone +44 (0)1737 815227

If it is impossible to reach an agreement, you may have the right to make an appeal to the Financial Ombudsman Service by writing to: Financial Ombudsman Service, Exchange Tower, London E14 9SR, United Kingdom.

Or you can phone 0800 023 4567 or 0300 123 9 123 from a mobile.

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

These procedures do not affect your right to take legal action.

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## 30. Use of Your Personal Data

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By providing **your** personal information in the course of using **our** services, **you** acknowledge that **we** may process **your** personal information. **You** also consent to **our** use of **your** sensitive information. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice available at <https://www.axapartners.com/en/privacy-policy>.

Processing **your** personal information is necessary in order to provide **you** with an insurance policy and other services. **We** also use **your** data to comply with **our** legal obligations, or where it is in **our** legitimate interests when managing **our** business. If **you** do not provide this information **we** will be unable to offer **you** a policy or process **your** claim.

**We** use **your** information for a number of legitimate purposes, including:

- Underwriting, policy administration, claims handling, providing travel assistance, complaints handling, sanctions checking and fraud prevention.
- Use of sensitive information about the health or vulnerability of **you** or others where relevant to any claim or assistance request, in order to provide the services described in this policy. By using **our** services, **you** consent to **us** using such information for these purposes.
- Monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control.
- Technical studies to analyse claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory). Detailed analysis on claims to better monitor providers and operations. Analysis of customer satisfaction and construction of customer segments to better adapt products to market needs.
- Obtaining and storing any relevant and appropriate supporting evidence for **your** claim, for the purpose of providing services under this policy and validating **your** claim.
- Sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

**We** may disclose information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with travel assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law.

**We** will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

When carrying out these activities, **we** may transfer **your** personal information outside the UK or the European Economic Area (EEA). Where this happens **we** will make sure that the appropriate safeguards have been implemented to protect **your** personal information. This includes ensuring similar standards to the UK and EEA are in force and placing the party **we** are transferring personal information to under contractual obligations to protect it to adequate standards.

**We** keep **your** personal information for as long as reasonably necessary to fulfil the relevant purposes set out in this notice and in order to comply with **our** legal and regulatory obligations.

**You** are entitled to request a copy of the information **we** hold about **you**. **You** also have other rights in relation to how **we** use **your** data, as set out in **our** website privacy notice. Please let **us** know if **you** think any information **we** hold about **you** is inaccurate so that **we** can correct it.

If **you** want to know how to make a complaint to the UK Information Commissioner or have any other requests or concerns relating to **our** use of **your** data, including obtaining a printed copy of the website privacy notice please write to **us** at:

Data Protection Officer  
AXA Travel Insurance  
106-108 Station Road  
Redhill  
RH1 1PR

Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

Alternatively, a hard copy is available from us on request.

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## 31. Compensation Scheme

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Inter Partner Assistance is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should they not be able to meet their liabilities and **you** may be entitled to claim compensation in such event. Further information can be obtained from the FSCS.

Their contact details are Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, United Kingdom

Call: 0800 678 1100 or 020 7741 4100, Website: [www.fscs.org.uk](http://www.fscs.org.uk)

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## 32. Cancellation of the Policy and Covers

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- 1) As your travel benefits form part of **your** Barclays Infinite credit card, cancellation of these benefits will also require **your** Barclays Infinite credit card be closed.

### Cancellation during the statutory period

After your Barclays Infinite account is opened, **you** have a statutory 14 day period in which to cancel **your** benefits. This period begins on the date **your** Barclays Infinite credit card account is opened or the date **you**, as a new Barclays Infinite credit card customer, receive **your** initial set of travel benefits documentation, whichever is the later. If **you** cancel within this statutory period and have paid **your** annual Barclays Infinite credit card account fee, it will be refunded in full.

### Cancellation after the statutory period

If **you** cancel after the 14 day statutory period, **you** will not be refunded the annual Barclays Infinite credit card account fees that **you** have paid unless **you** cancel as a result of i) any change that **we** make to any of the benefits which is detrimental to **you**, or ii) because **we** have removed all or part of any of the benefits, in which case **you** will be entitled to a pro rata refund of **your** annual fee. To cancel either write to us at Barclaycard, PO Box 9131, 51 Saffron Road, Leicester LE18 9DE or call us on 0800 161 5309.

- 2) Cover in respect of a **beneficiary** shall terminate automatically in the following circumstances:
  - a) in the event of non renewal or withdrawal of the **covered card** or any of the benefits included in the **covered card** and relating to that **beneficiary**, by Barclays; or
  - b) in the event of non renewal or cancellation of Barclays Policy.
- 3) No amount will be paid and cover will not apply under this Benefit Schedule, if, on the date of occurrence or incident that causes or results in a loss covered under this Benefit Schedule, the contract between Barclays and the Insurer is cancelled and **you** have been given notice.



## This information is also available in large print, Braille or audio format by calling **0800 161 5309**

We also offer a Next Generation Text or SignVideo service. For more information visit [barclaycard.co.uk/accessibility](http://barclaycard.co.uk/accessibility)

Calls to 0800 numbers are free from UK land lines and personal mobiles, otherwise call charges may apply. Calls to 03 numbers use free plan minutes if available; otherwise they cost the same as calls to 01/02 prefix numbers. Please check with your service provider. Calls may be monitored or recorded in order to maintain high levels of security and quality of service.

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