

Saga Breakdown Assistance

Your Policy Booklet



SAGA

Breakdown assistance done properly

Contents	Page
Welcome to Saga Breakdown Assistance	3
Introduction	4
Important - Personal information	5
Cover details	6
Glossary of terms	7
Section 1 - Roadside assistance	8
Section 2 - Caravan and trailer cover	9
Section 3 - Recovery after an accident	9
Section 4 - Home call	10
Section 5 - National recovery	11
Section 6 - Driver care	12
Section 7 - European cover	14
Section 8 - Holiday departure cover	22
Section 9 - Personal cover	23
Section 10 - Additional vehicle cover	23
General exceptions	24
General conditions	26

Useful information	Page
What to do if you have a breakdown or accident	28
Customer service	29
Future underwriter changes	30

Saga Breakdown Assistance is underwritten by Acromas Insurance Company Limited, 57-63 Line Wall Road, Gibraltar. Registered number 88716 (Gibraltar).
UK branch address: Acromas Insurance Company Limited, Middelburg Square, Folkestone, Kent CT20 1AZ.

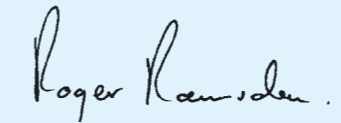
Welcome to Saga Breakdown Assistance.

We aim to provide the highest level of care and service possible for our customers, so we have designed this policy with your specific needs in mind.

Please read the policy booklet carefully together with your Certificate, to make sure the cover you have chosen is the most appropriate for you.

I hope that you will find this policy gives you the level of protection you want for your vehicle.

Please keep the enclosed information card in your vehicle to make sure you have all the information you need if you break down.



Roger Ramsden
Chief Executive

Introduction

The words shown in bold print are defined on page 7.

The contract of insurance between **you** and **us** is made up of:

- the **policy** booklet and
- the **Certificate**.

It is based on the information **you** have given **us**. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should give any additional rights under this **policy** to any third party. Any advice leaflet or similar literature **you** receive about this insurance does not form part of **your** contract.

You should read the **policy** booklet together with the **Certificate**. Please check them carefully to make sure that they give **you** the cover **you** want.

You agree to pay the premium and to keep to the conditions of the contract of insurance. If **you** pay by Direct Debit and do not keep up **your** payments, **you** will not be covered by this **policy** from the date the premium was due.

The cover applies throughout the **United Kingdom** except when **we** say otherwise. **Your vehicle** is also covered when in transit within these countries and between any of their ports.

We agree to insure **you** according to the terms in this **policy** booklet for the cover shown in the **Certificate**. **We** will provide cover for any period of insurance for which **we** have accepted **your** premium.

The law which applies to this contract

Unless **we** have agreed otherwise, this contract will be governed by English law.

Changes to your policy details or cover

It is important that **you** tell **us** of any changes that occur since the insurance started or since the last renewal date. If **you** do not it is possible that a claim will not be covered. Some examples of changes are given below; if **you** are in any doubt whether a change needs to be advised, please contact Customer Services on **0845 366 1605**.

- Change of cover level
- Change of address
- Change of vehicle.

Please note that if **you** amend or cancel **your policy** mid term and have paid by credit card or cheque, **we** will be unable to refund any amounts of £5 or less. Similarly, if **you** make any changes to **your policy** or cancel it mid term, **we** will only request any charges from **you** if the amount is over £5.

You will not be entitled to a refund should **you** reduce the level of cover on **your policy** if **you** have made a claim in that current year.

Renewal process

You will be sent a renewal invitation 21 days before **your** renewal date which will include **your** premium for the next year. If **you** renew on a continuous payment method, **we** will automatically renew **your policy** each year using the payment details **you** have given **us**. Please contact **us** prior to **your** renewal date if **you** wish to renew using a different payment method. If **you** currently pay by a continuous payment method but **you** do not want to renew **your policy** **you** will need to ensure **your** continuous payment method is cancelled.

Important - Personal information

Any personal data **you** provide will be held securely and in accordance with the Data Protection Act 1998. **We** will use **your** personal data for the purpose(s) for which **you** have provided it. **We** may however need to disclose personal data to a third party so that the service **you** requested can be provided. It may also be necessary to transfer it to countries outside the European Economic Area. Where this happens, **we** will endeavour to ensure that any recipient of **your** data will treat it with the same level of protection as **we** would.

Your calls may be monitored and recorded in order that the service may be improved and to help prevent and detect fraud. **We** may check information provided or received and **we** may also undertake credit searches and additional fraud searches.

Your data may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes.

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

In the case of personal data, with limited exceptions, **you** have the right to access and if necessary rectify information held about **you** by formal written application to Saga's Group Data Protection Officer at Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by the fraud prevention agencies may be used can be obtained under the fair processing notices provided in the useful information section of this **policy** booklet.

Service limits

We will provide assistance up to five times in any 12 month **period of cover**. **We** may write and tell **you** when **you** have reached that limit.

If **you** need assistance more than five times within the **period of cover**, **you** may have to pay for the services **we** provide.

You will have to pay for these services by credit card or debit card. **We** will ask **you** for **your** card details before **we** provide assistance, but **we** will only charge **you** for the work when **you** have told **our** service provider that **you** are satisfied with it.

We may refuse to renew **your** cover if **we** feel that **you** have used **our** services too often during the **period of cover**. In this case **we** will write and tell **you** in advance, and **you** will have the chance to tell **us** about anything, which might lead **us** to reconsider **our** decision.

Cover details

Service description	Cover level				
	Essential	Home Call	National Recovery	Comprehensive	Premier
Section 1 - Roadside assistance	✓	✓	✓	✓	✓
Section 2 - Caravan and trailer cover	✓	✓	✓	✓	✓
Section 3 - Recovery after an accident	✓	✓	✓	✓	✓
Section 4 - Home call		✓		✓	✓
Section 5 - National recovery			✓	✓	✓
Section 6 - Driver care				✓	✓
Section 7 - European cover					✓
Section 8 - Holiday departure cover					✓
Section 9 - Personal cover	Optional	Optional	Optional	Optional	Optional
Section 10 - Additional vehicle cover	Optional	Optional	Optional	Optional	Optional

Glossary of terms

We have defined some words and phrases that appear throughout the **policy**. They have the meanings shown next to them and are shown in bold print:

Certificate A record of **your** insurance. Please read the **Certificate** carefully as it sets out the cover **we** will give **you** under this **policy**. (**We** will give **you** a replacement **Certificate** whenever **you** renew the **policy** or if **you** make any changes to the **policy** during the **period of cover**.)

Force majeure event An event beyond **our** reasonable control which includes without limitation fire, flood, inclement weather, earthquake, accident, civil disturbances, war, rationing, embargoes, **strikes**, labour problems, delays in transportation, inability to secure necessary materials, delay or failure of performance of any supplier or subcontractor (which cannot reasonably be avoided by **us**), acts of God and acts of government.

Home **Your** permanent place of residence in the **United Kingdom**.

Insured incident Immobilisation of the **insured vehicle** as a result of breakdown, road accident, malicious damage, accidental damage, fire, flat tyre, lack of fuel, flat battery, loss or breakage of vehicle keys, within the **United Kingdom**.

Insured person(s) **You** and any other person who at the time of the **insured incident**, is driving or riding as a passenger in the **insured vehicle** with **your** permission and is not a hitch-hiker.

Insured vehicle Any vehicle **we** have agreed to cover and which is shown on **your Certificate** under this **policy** which complies with the vehicle specifications described in General condition 5 on page 27.

Period of cover The period between the start date of **your** cover and the expiry date shown on **your** current **Certificate**.

Policy This booklet and **your Certificate**, which together form the details of the contract between **you** and **us**.

Policyholder The person named on **your Certificate**.

Strike(s) Any form of industrial action taken by workers, carried out with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

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

We, Us, Our Acromas Insurance Company Limited, which is a company registered with its head office in Gibraltar No. 88716. Address: 57/63 Line Wall Road, Gibraltar.

You, Your The **policyholder** whose name is on the **Certificate** or, in the event, of the **policyholder's** death, the **policyholder's** legal personal representatives.

Section 1 - Roadside assistance

This section should be read in conjunction with the 'General exceptions' on pages 24 and 25, 'General conditions' on pages 26 and 27 and 'What to do if **you** have a breakdown or accident' on page 28.

We cover the following

Following an **insured incident** occurring at least 1/4 mile from either **your home** or the place where the **insured vehicle** is usually kept, **we** will:

1. arrange for roadside assistance and, if necessary, transportation of the **insured vehicle** and up to six **insured persons** to either:
 - a single destination of **your** choice in the **United Kingdom** within ten miles of the **insured incident**; or
 - to a suitable repairer of **your** choice in the **United Kingdom** within ten miles of the **insured incident**; and
2. provide these services free of charge, including call-out and up to 30 minutes' labour for roadside assistance.

We do not cover the following

Any **insured incident** occurring within 1/4 mile of either **your home** or the place where the **insured vehicle** is usually kept.

Any extra costs where transportation of the **insured vehicle** exceeds ten miles or labour exceeds 30 minutes.

Section 2 - Caravan and trailer cover

This section should be read in conjunction with the 'General exceptions' on pages 24 and 25, 'General conditions' on pages 26 and 27 and 'What to do if **you** have a breakdown or accident' on page 28.

We cover the following

Your caravan or trailer will have the same cover as the **insured vehicle** when being towed by the **insured vehicle** provided:

1. it conforms to The Motor Vehicles (Constructions and Use) Regulations 1986, as amended or replaced from time to time; and
2. fits to a standard 50mm towball; and
3. is of a proprietary make.

We do not cover the following

Any caravan or trailer that does not meet the conditions opposite.

Section 3 - Recovery after an accident

This section should be read in conjunction with the 'General exceptions' on pages 24 and 25, 'General conditions' on pages 26 and 27 and 'What to do if **you** have a breakdown or accident' on page 28.

We cover the following

1. If the **insured vehicle** cannot be driven as a result of an accident in the **United Kingdom**, **we** will take the **insured vehicle** and up to six **insured persons** to a single destination of **your** choice in the **United Kingdom**; and
2. **we** will then take the **insured vehicle** to a suitable repairer of **your** choice within ten miles of **your** destination.

We do not cover the following

Recovery of the **insured vehicle** to a repairer more than ten miles from **your** destination.

Section 4 - Home call

This section only applies if it is included under **your** cover level in the table on page 6. This section should be read in conjunction with the 'General exceptions' on pages 24 and 25, 'General conditions' on pages 26 and 27 and 'What to do if **you** have a breakdown or accident' on page 28.

We cover the following

If an **insured incident** takes place within 1/4 mile of **your home** or the place where the **insured vehicle** is usually kept, **we** will:

1. arrange for roadside assistance and, if necessary, transportation of the **insured vehicle** and up to six **insured persons**, to either:
 - a single destination of **your** choice in the **United Kingdom** within ten miles of the **insured incident**; or
 - to a suitable repairer of **your** choice in the **United Kingdom** within ten miles of the **insured incident**; and
2. provide these services free of charge, including call-out and up to 30 minutes' labour for roadside assistance.

We do not cover the following

Any extra costs where transportation of the **insured vehicle** exceeds ten miles or labour exceeds 30 minutes.

Section 5 - National recovery

This section only applies if it is included under **your** cover level in the table on page 6. This section should be read in conjunction with the 'General exceptions' on pages 24 and 25, 'General conditions' on pages 26 and 27 and 'What to do if **you** have a breakdown or accident' on page 28.

We cover the following

Following an **insured incident** occurring at least 1/4 mile from either **your home** or the place where the **insured vehicle** is usually kept, if it is apparent that the repairs will require more than 30 minutes' labour **we** will decide whether **we** shall be able to complete the repair at the roadside by the end of the working day or recover **your insured vehicle**. **We** will:

1. arrange for roadside assistance and, if necessary, transportation of the **insured vehicle** and up to six **insured persons**, to **your** choice of the following in the **United Kingdom**:
 - **your home**; or
 - **your** original intended destination; or
 - to a suitable repairer of **your** choice within ten miles of either the **insured incident**, **your home** or **your** original intended destination; and
2. provide these services free of charge, including call-out and up to 30 minutes' labour for roadside assistance.

We do not cover the following

Any **insured incident** occurring within 1/4 mile of either **your home** or the place where the **insured vehicle** is usually kept.

Any extra costs where the labour exceeds 30 minutes.

Section 6 - Driver care

This section of cover only applies if it is shown under **your** cover level in the table on page 6. This section should be read in conjunction with the 'General exceptions' on pages 24 and 25, 'General conditions' on pages 26 and 27 and 'What to do if **you** have a breakdown or accident' on page 28.

We cover the following

If it is apparent that repairs to the **insured vehicle** cannot be effected by **us** by the end of the working day, or if the **insured vehicle** has been stolen and not recovered, or is recovered but not in a roadworthy condition all on the same day, **we** will arrange and pay for:

1. the transportation of the **insured vehicle** and up to six **insured persons**, to **your** choice of the following in the **United Kingdom**:
 - **your home**; or
 - **your** original intended destination; or
 - a suitable repairer of **your** choice within ten miles of either the **insured incident**, **your home** or **your** original intended destination; and
2. **we** will also, if necessary, relay up to three telephone messages to advise of unforeseen travel delays; and
3. **we** will also, if necessary, pay for one single, standard class rail ticket in the **United Kingdom** for **you** or any authorised driver to collect the **insured vehicle** following repair, up to a maximum cost of £150; and
4. **we** will also provide **you**, in the **United Kingdom**, with **your** choice of one of the following three options, subject to availability:
 - where available, and subject to **you** or the **insured person** meeting the terms and conditions of the hirer, the hire of a self-drive rental vehicle of an equivalent level to the **insured vehicle** up to a maximum of 2000cc for a reasonable period to complete **your** journey (**we** cannot guarantee that the self hire vehicle will be fitted with a roof rack or tow bar), up to a maximum cost of £100 in total; or

We do not cover the following

Any costs which **we** have not been notified of at the time of the **insured incident** and which **we** have not previously agreed.

Vehicle hire in the event of the **insured vehicle** requiring routine servicing, being out of use temporarily under warranty or for other repair work to correct non-immobilising faults or undergoing repair of cosmetic damage.

The cost of any fuel and oil used, any lost deposit due to damage to the replacement vehicle or failure to replace the fuel or any additional insurance offered by the replacement vehicle hirers.

Any fines, tolls or other costs that **you** would have to pay in continuing **your** journey.

Any vehicle hire costs incurred if the hire commences more than 48 hours after the occurrence of the **insured incident**.

Any expenses incurred for alcoholic drinks.

More than one night of overnight accommodation.

We cover the following

- the cost for up to six **insured persons** to either continue the journey or return to **your home** by **your** choice of alternative transport, up to a maximum cost of £100 in total; or
- overnight bed and breakfast accommodation, for one night whilst awaiting repairs, provided that the **insured incident** occurs more than 25 miles from **your home** or **your** original intended destination, up to a maximum cost of £100 per person, for up to six **insured persons**.

Provision of a chauffeur

If **your** only driver cannot drive because of accidental injury, sudden illness or death, **we** will arrange for a chauffeur to take up to six **insured persons**, and the **insured vehicle** and **your** baggage to **your** destination in the **United Kingdom**. **We** will need to see all medical and other evidence.

We do not cover the following

Section 7 - European cover

This section only applies if it is included under **your** cover level in the table on page 6. This section should be read in conjunction with the 'General exceptions' on pages 24 and 25, 'General conditions' on pages 26 and 27 and 'What to do if **you** have a breakdown or accident' on page 28.

Geographical limits	Andorra, Austria, Balearics, Belgium, Bosnia Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, the Netherlands, Norway, Poland, Portugal, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar, and the Republic of Ireland.
Insured incident	Immobilisation of the insured vehicle as a result of breakdown, road accident, malicious damage, accidental damage, fire, flat tyre, lack of fuel, flat battery, loss or breakage of vehicle keys, within the geographical limits .
Insured vehicle	Any vehicle under 17 years of age which we have agreed to cover and is shown on your Certificate under this policy which complies with the vehicle specifications described in General condition 5 - see page 27.
Lawyer	The legal representative or firm of lawyers or other suitably qualified person, firm or company we choose to act for you .
Motorail	A pre-booked train service transporting vehicles within the geographical limits , but excluding Channel Tunnel rail services.
Trip	A pre-booked journey abroad within the geographical limits during the period of cover commencing and ending in the United Kingdom .

7.1 - Roadside assistance and towing

We cover the following

We will arrange and pay for:

1. labour and call-out charges involved in providing roadside assistance after an **insured incident** within the **geographical limits**, if **we** or **our** service providers are satisfied there is a reasonable prospect that roadside assistance will make the **insured vehicle** fit to drive; or
2. the **insured vehicle** to be taken to the nearest suitable local repairer or safe storage place after an **insured incident**.

We do not cover the following

- Any extra costs where the labour exceeds 30 minutes.
- Any charges for storing the **insured vehicle**.
- Any costs for spare parts, garage labour and materials used by the local repairer in repairing the **insured vehicle**.

7.2 - Loss of use of the insured vehicle

We cover the following

If at any time during **your trip**, **you** cannot use the **insured vehicle** because of an **insured incident** within the **geographical limits**, and **we** or **our** service providers reasonably believe that the **insured vehicle** will be out of use for more than eight hours; or

if the **insured vehicle** is stolen within the **geographical limits** and not recovered within eight hours,

we will organise and pay for the reasonable costs of one of the following, subject to availability:

1. taking up to six **insured persons**, and **your** luggage to **your** original intended destination, within the **geographical limits**, and then returning **you** to the **insured vehicle** after it has been repaired; or
2. accommodation, including one daily meal for up to six **insured persons** while the **insured vehicle** is repaired, up to a maximum of £45 a day for each person for up to five days; or
3. up to a total of £750 towards the cost of hiring another vehicle while the **insured vehicle** remains unserviceable. In some cases, **you** may have to pay for the vehicle hire services locally; if this happens, **we** will give **you** a refund as long as **you** have received advanced approval from **our** European control centre (**we** cannot guarantee that a hire vehicle will always be available or that it will be fitted with a tow bar or roof rack). **You** or the **insured person** must comply with the terms and conditions of the hirer and pay any deposit the vehicle hire company requests.

We do not cover the following

The cost of any fuel and oil used, any lost deposit due to damage to the replacement vehicle or failure to replace the fuel or any additional insurance offered by the replacement vehicle hirers.

Any fines, tolls or other costs that **you** would have to pay in continuing **your trip**.

Any expenses incurred for alcoholic drinks.

Additional costs for repatriating any animal(s) or pet(s).

7.3 - Returning the insured vehicle to the United Kingdom

We cover the following

If the **insured vehicle** cannot be repaired, following an **insured incident** within the **geographical limits**, before **your** scheduled return to the **United Kingdom**, or the **insured vehicle** is stolen within the **geographical limits** and not recovered until after **you** have returned to the **United Kingdom**, subject to **you** making all travel arrangements in advance with **us**, ensuring all costs and expenses that are recoverable under this **policy** are agreed with **us** in advance and any unused travel tickets **you** arranged for **your trip** are used for the repatriation of the **insured vehicle** before **we** provide any alternatives under this section, **we** will pay for the following at **our** discretion:

1. the reasonable costs of taking up to six **insured persons** and **your** luggage to **your home** in the **United Kingdom** by a route and method of **our** choice. **We** will also pay for the **insured vehicle** to be taken to **your home** or to a repairer of **your** choice in the **United Kingdom**; and
2. if **you** have to leave the **insured vehicle** abroad, **we** will pay the cost of one standard class single ticket by rail or sea at **our** discretion and, subject to availability (or by air if the train or boat journey would be longer than 12 hours), for **you** or a driver of **your** choice to collect the **insured vehicle**; and
3. **we** will also pay any necessary and reasonable expenses, in **our** opinion, incurred on the outward journey for **you** or the driver of **your** choice collecting the **insured vehicle**, including accommodation charges. **We** will pay up to a maximum cost of £600 in total; and
4. **we** will also pay any necessary charges up to a maximum cost of £100 for storing the **insured vehicle** abroad before it is repaired, sent **home** or legally abandoned.

We do not cover the following

If the **insured vehicle** is repaired before **your** scheduled return to the **United Kingdom** then **you** will be responsible for returning the **insured vehicle** to the **United Kingdom** at **your** own cost and for all associated costs.

Any amount to repatriate the **insured vehicle** that exceeds the current market value of the **insured vehicle** in the **United Kingdom**.

Additional costs for special travel arrangements if any of the **insured persons** has a medical condition.

Additional costs for repatriating any animal(s) or pet(s).

Any costs incurred to legally abandon **your insured vehicle**.

7.4 - Providing a chauffeur to return you home

We cover the following

If there is an accidental injury, sudden illness or death within the **geographical limits** which means that there is no **insured person** with the **insured vehicle** at the time who can drive the **insured vehicle**, **we** will pay for a qualified person to drive the **insured vehicle** and up to six **insured persons** back to **your home** in the **United Kingdom**. **We** will need to see all medical and other evidence.

We will also pay **your** accommodation costs on **your** return journey, provided these costs would not have been necessary if the **trip** had gone ahead as planned. The most **we** will pay is £45 a day per person for up to six **insured persons**, for up to five days.

We do not cover the following

The cost of fuel and oil used, any fines, tolls or other costs that **you** would have to pay in continuing **your trip**.

7.5 - Delivering spare parts

We cover the following

If **we** cannot get hold of the spare parts locally to repair the **insured vehicle** following an **insured incident** within the **geographical limits**, **we** will arrange to have them delivered to **you** or the driver of the **insured vehicle** as quickly as possible.

We do not cover the following

Any spare parts that:

- are no longer made; or
- cannot be bought from a wholesaler or agent; or
- cannot be exported to the country where the **insured vehicle** is.

Any customs duty.

Any costs for spare parts, garage labour and materials used by the local repairer in repairing the **insured vehicle**.

Where **we** have paid such costs on **your** behalf, **we** require reimbursement within one month of payment.

7.6 - Legal defence

We cover the following

Up to £10,000 in respect of legal costs incurred in defending **you** in a court inside the **geographical limits** against an alleged motoring offence involving the **insured vehicle** during a **trip**.

No other assistance will be provided unless **you** qualify for Saga Breakdown Assistance under another section of this **policy**.

7.7 - Legal expenses

We cover the following

1. **Your** reasonable legal costs and fees, including making or defending an appeal, that **you** are ordered to pay by a court or tribunal, arising from a civil action to help **you** recover compensation following **your** death or **you** sustaining bodily injury during **your trip** in the **insured vehicle** caused by the fault of another.
2. **We** will pay for additional travel expenses in the event **you**, or any passengers in the **insured vehicle**, are obliged by a court abroad to attend in connection with an incident giving rise to an action under this section, up to a maximum of £250 per person.

We do not cover the following

Any claim not notified to **us** within 28 days of **you** receiving a summons.

Defence of any summons issued by a country outside the **geographical limits**.

Any legal costs arising from:

- alleged speeding offences, when no other offence is involved;
- defence of an alleged offence where, in **our** opinion, there is no reasonable prospect of affecting the outcome of the prosecution.

Any costs or expenses incurred without prior authorisation by **us**.

Your travelling and subsistence expenses.

Any fines awarded against **you**.

We do not cover the following

Any claim not notified to **us** within 180 days of the incident.

Any legal costs:

- exceeding £10,000 in total;
- where, in **our** opinion, there is no reasonable prospect of recovery;
- if **your** personal injury or **your** death was not sustained during **your trip**;
- if the event occurred outside the **geographical limits**.

Conditions applicable to 7.6 - Legal defence and 7.7 - Legal expenses

Provided that for all claims:

We will provide the **lawyer** to act for **you**, or if there is a conflict of interest, **we** have given **our** approval to an alternative **lawyer** and they have agreed to comply with **our** terms and conditions. **We** may choose not to accept a lawyer of **your** choice but this will only be in exceptional circumstances.

Our lawyer is satisfied that there is a reasonable prospect of a recovery.

You agree to tell **us** as quickly as possible if anyone offers to settle **your** claim and that **you** will not negotiate or agree to settle a claim without **our** prior approval.

If the **lawyer** refuses to act for **you** with good reason, **we** will give consideration to the circumstances of this action and to **your** chances of success.

Cover under this section terminates as soon as the **lawyer** refuses to act for **you** unless **we** still think **you** have a reasonable chance of success and **we** give **our** permission to go ahead, at which point **you** can choose another **lawyer**.

If there is a dispute between **you** and **us** about this section, we can both refer to an arbitrator who will be a solicitor or barrister we both agree on in writing. If we cannot agree, the President of the local Law Society or the Bar Council will decide on an arbitrator. The decision of the arbitrator will be final and binding and he or she will decide who should pay the costs of the arbitration and resolving the disagreement. If costs are awarded against **you**, they are not covered under this section. This arbitration condition does not affect **your** rights to take separate legal action.

Legal provider for 7.6 - Legal defence and 7.7 - Legal expenses

We have appointed Arc Legal Assistance Limited to handle the claims made under subsections 7.6-Legal defence and 7.7-Legal expenses of the European cover extension of this **policy** on **our** behalf.

We pay fees to Arc Legal Assistance Limited depending on the service provided.

This arrangement with Arc Legal Assistance Limited does not restrict their independence and **you** will at all times receive the best advice for **you**. It does not restrict **your** rights under these subsections of the **policy**.

7.8 - Customs regulations

We cover the following

If as the result of an **insured incident** occurring in the **geographical limits** during a **trip**, **we** or **our** service provider decide the **insured vehicle** is beyond economic repair, **we** may arrange for its disposal under Customs supervision in the country of the **insured incident**. In this case **we** will be responsible for the necessary Customs formalities.

If as the result of an **insured incident** occurring during a **trip** in the **geographical limits** the **insured vehicle** is not taken permanently out of the foreign country within the limited time allowed after import, or **you** inadvertently fail to observe the import conditions which permit import for a limited time without payment of duty, then **we** will pay **your** liability for any Customs duty claimed from **you** by the country where the **insured incident** happened, up to a limit of £500.

We do not cover the following

The cost of any other import duties imposed by Customs.

7.9 - Missed motorail connection

We cover the following

If **you** have taken every reasonable step to complete the journey to the **motorail** departure station on time, but **you** fail to connect with a pre-booked **motorail** service in the **geographical limits** on the outward part of **your trip** as a result of:

1. **you** arriving at the departure point in the **geographical limits** too late to commence the pre-booked **motorail** journey due to an **insured incident** during a **trip**, providing that **you** would have been on time for the **motorail** journey if the **insured incident** had not happened; or
2. cancellation or curtailment of scheduled public transport due to adverse weather conditions or **strike** or mechanical breakdown.

We will arrange and pay for the following, subject to availability:

3. storage of the **insured vehicle** in a secure parking area, if available, near to the **motorail** depot for the period of the **trip**, up to a maximum cost of £100; and
4. a standard class return rail ticket to enable **you** to continue the **trip** to/ from the intended **motorail** destination station; and
5. hire of a replacement vehicle, up to a maximum of £450 in total, at the **motorail** journey destination within the **geographical limits**.

We do not cover the following

Any of the detailed benefits following **strikes** which are public knowledge at the time **you** pre-booked and purchased the **motorail** service.

Any of the detailed benefits following withdrawal from service (whether temporary or otherwise) of a sea vessel or train on the orders or recommendation of the recognised regulatory authority in any country.

Claims arising in connection with the inward (return) journey.

Section 8 - Holiday departure cover

This section of cover only applies if it is included under **your** cover level in the table on page 6. This section should be read in conjunction with the 'General exceptions' on pages 24 and 25, 'General conditions' on pages 26 and 27 and 'What to do if **you** have a breakdown or accident' on page 28.

We cover the following

If while **you** are travelling to a pre-booked holiday departure point, the **insured vehicle** cannot be repaired at the roadside as a result of an **insured incident** that has occurred at least 1/4 mile from **your home**, we will:

1. transport up to six **insured persons** and their luggage to their departure point in the **United Kingdom**; and
2. if **you** choose to continue **your** holiday and the **insured vehicle** cannot be repaired locally, **you** may request that the **insured vehicle** is either taken to a nominated repairer near **your home** or to a nominated friend or family member who will take responsibility for the **insured vehicle** until **your** return; and
3. where **you** are able to supply a telephone contact number, **we** will endeavour to ensure that any pre-paid parking arrangements are cancelled to enable **you** to obtain a refund on **your** return.

At the end of the holiday and on **your** return to the departure/arrival point in the **United Kingdom**, **we** will refund the cost upon receipt of **your** expenses for up to six **insured persons** and their luggage to return to **your home**, up to a maximum cost of £100 in total.

We do not cover the following

Any **insured vehicle** aged 17 years or older.

Section 9 - Personal cover

This section of cover only applies if it is included on **your Certificate**. This section should be read in conjunction with the 'General exceptions' on pages 24 and 25, 'General conditions' on pages 26 and 27 and 'What to do if **you** have a breakdown or accident' on page 28.

We cover the following

We will extend the cover level shown on **your Certificate** so that **you** and **your** spouse/domestic partner or a nominated person (who must be age 50 or over) residing at **your home** address, are covered in any vehicle that **you** or they are travelling in. **You** or **your** spouse/domestic partner or nominated person may be required to show **your Certificate** and **we** may ask for a further form of identification when **we** provide **our** service, otherwise any service provided may have to be paid for.

We do not cover the following

Cover does not extend to travelling in vehicles outside the **United Kingdom**.

Any vehicle that does not comply with the vehicle specifications described in General condition 5 - see page 27.

Section 10 - Additional vehicle cover

This section of cover only applies if it is included on **your Certificate**. This section should be read in conjunction with the 'General exceptions' on pages 24 and 25, 'General conditions' on pages 26 and 27 and 'What to do if **you** have a breakdown or accident' on page 28.

We cover the following

We will provide the cover level shown on **your Certificate** to the additional vehicles also shown on **your Certificate** and kept at **your home** address.

We do not cover the following

Any vehicle that does not comply with the vehicle specifications described in General condition 5 - see page 27.

Any vehicle aged 17 years or older outside of the **United Kingdom**.

General exceptions applicable to all of the policy

You are not covered for any of the following:

1 Costs and/or expenses

The cost of fuel, all spare parts, or labour over the first 30 minutes.

Any costs whatsoever once the **insured vehicle** has been transported to a garage or repairer.

Damage or costs as a result of breaking into the **insured vehicle** because **your** keys have been lost or damaged.

The cost of getting a spare wheel or for roadside repairs if **you** cannot provide a suitable spare wheel.

The cost of draining or removing contaminated fuel. (**We** will arrange for the **insured vehicle** to be taken to a local repairer for assistance, but **you** will have to pay for all work carried out.)

Any costs and expenses if the **insured vehicle** was not fit to drive at the start of the journey, or had not been regularly serviced in line with the manufacturer's recommendations. **We** may ask for proof that the **insured vehicle** was fit to drive (including an MOT certificate if applicable).

Any expenses which **you** have paid or would have had to pay anyway irrespective of the **insured incident**.

Any expenses which **you** can claim under any motor, caravan, travel or marine policy, or from any other organisation which provides similar services to **ours**.

Any storage or release fees while the **insured vehicle** is being repaired or after the police have moved the **insured vehicle** or for any police call-out charges.

2 Use and/or location

Any **insured incident** while the **insured vehicle** is towing or carrying more weight or people than it is designed for, as shown in the manufacturer's details.

Vehicles used for and/or involved in motor racing, off road use (away from public roads and over rough terrain), rallies, speed or duration tests or practising for such events.

Any claim if **you** know that the person driving the **insured vehicle** does not have a valid driving licence; or the person driving the **insured vehicle** does not meet the conditions of their driving licence.

Vehicles used for hire or reward or for the carriage of goods for reward unless **we** have agreed to cover this use under **your** current vehicle insurance policy.

Vehicles situated in areas to which **our** agents have no right of access or on motor traders' premises.

Vehicles temporarily immobilised by floods or snow-affected roads or as a result of whole or partial immersion in water, snow, sand or mud.

Loss of or damage to the **insured vehicle** while it is being transported by sea or rail (unless loss or damage is caused by **our** negligence).

3 Liability

Any liability incurred as a result of an agreement or contract unless that liability would have existed otherwise.

Any legal liability resulting from a claim for parts, goods, services, arrangements or advice provided by **us** or anyone acting for **us**.

4 Claims

a. Fraudulent claims

Any claim that **you**, anybody insured by this **policy** or anyone acting for **you**, knowingly makes under the **policy**:

- that is found to be false, fraudulently inflated or supported by false documents; or
- where loss, damage or injury is caused by **your** or their wilful act or connivance; or
- having failed to disclose or knowingly withheld any relevant information; or
- having obtained services or goods dishonestly; or
- having conspired with another to make a false report.

These claims will be investigated and may be prosecuted by Acromas Insurance Company Limited. Details will be passed to the Police and fraud prevention agencies. All cover under the **policy** will be forfeited.

b. Claims

Any claim arising from circumstances known to **you** at the time of applying for cover, or at any time prior to the commencement of a journey.

Vehicles that have broken down when cover was taken out.

The services cannot be used for routine servicing or the rectification of failed repairs, or as a way of avoiding repair costs.

Any toll fees or ferry charges for the **insured vehicle**, which are reasonably incurred by the driver of the recovery vehicle.

Any assistance services if **we** reasonably believe the **insured vehicle** is dangerous or illegal to repair or transport.

Any perishable items.

5 War

Any claim resulting from difficulties or inability in obtaining raw materials, fuel or other supplies due to **strikes**, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), terrorist activity, civil war, rebellion, revolution, insurrection, military or usurped power or taking part in civil commotion or riot of any kind.

6 Indirect losses

Indirect loss of any kind arising from the provision of, or delay in providing, the services to which this **policy** relates.

Any claim for loss of or damage to objects, accessories, baggage, luggage, commercial goods or those intended for resale carried at the time of the **insured incident** or left in or outside the **insured vehicle** after the **insured incident**.

7 Radioactivity

Any loss, damage or legal liability directly or indirectly caused by:

- ionising radiation or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

8 Pressure waves

Loss or damage caused by pressure waves from planes and other flying machines.

General conditions applicable to all of the policy

1 Your duty

We will only provide cover if, as far as **you** know, the declaration **you** have made and the information **you** have supplied, as detailed in **your Certificate**, is true and complete.

The cover this **policy** provides depends on the terms, exceptions and conditions in this **policy** booklet and the **Certificate**, which must be read as one document. Everyone claiming cover must do everything the **policy** requires for it to stay in force.

We have the right to refuse service at any time if **we** consider that **you** or any **insured person** is behaving or has behaved in a threatening or abusive way to **us**, **our** service providers or to any other contractor. **We** can make **your policy** invalid at any time if, in **our** reasonable opinion, **you** have misused services **we** have provided.

If **you** do not pay a premium **we** will not provide cover from the date the premium was due.

2 Cancellation

This **policy** may be cancelled:

By **you** contacting 0845 366 1605 within 14 days of receipt of **your policy** documents, and surrendering the **Certificate**. If **you** have not made a claim **we** will refund **your** full premium. If **you** have made a claim in the first 14 days, **we** will give **you** a pro-rata refund.

By **you** at any time by providing seven days' notice in writing which must be accompanied by **your Certificate**.

By **us** at any time by providing seven days' notice in writing to **you** at **your** last known address. In such event, provided no claims have been made in relation to the **policy**, **we** will refund the pro-rata premium applicable to any unexpired part of the period of cover for which a premium has been paid.

Please note that where any claims have been made under this **policy** **we** will not be able to refund any premiums and all outstanding premiums owed to **us** by **you** will become payable immediately. Also, if **you** amend or cancel

your policy mid term and have paid by credit card or cheque, **we** will be unable to refund any amounts of £5 or less.

Similarly, if **you** make any changes to **your policy** or cancel it mid-term, **we** will only request any charges from **you** if the amount is over £5.

3 Claims

If **you** are covered by any other insurance for an **insured incident**, **we** will only pay **our** share of the claim. **You** may be required to provide **us** with details of **your** insurance company for this purpose.

We are entitled to take over **your** rights in the defence or settlement of a claim or to take proceedings in **your** name for **our** own benefit against another party and **we** shall have full discretion in such matters. **You** must give **us** all the information and assistance **we** may require.

If **you** request a level of service to which **you** are not entitled, this service will have to be paid for in advance by credit or debit card payment.

If **we** provide a service that it subsequently transpires **you** are not entitled to, **you** may have to pay for the service provided and **we** may also charge an administration fee.

You are responsible for collecting the **insured vehicle** from a repairer and any repair costs or subsequent repair costs.

If **we** arrange for temporary roadside repairs, **you** must then as quickly as possible arrange any permanent repairs that may be necessary. If **you** do not, and the same problem happens again, **we** may refuse service.

If **you** need assistance, **you** must contact **our** control centre. **You** must not contact any garage recovery operator direct. **You** must report any **insured incident** which could bring about a claim under 'Section 7 - European cover' of **your policy** as soon as possible to **our** European control centre.

You will have to pay the cost of **our** recovery or repair vehicle coming out to **you** if **you** allow the **insured vehicle** to be recovered or repaired by someone else after **you** have contacted **us** for assistance.

If the **insured vehicle** needs to be moved or recovered after an **insured**

incident, it must be in an easily accessible position for **our** recovery vehicle to load. If the **insured vehicle** is in a position **we** cannot get to, or the wheels have been removed and **we** need to use specialist equipment (which is not normally carried on a standard recovery vehicle) to recover the **insured vehicle**, **you** will have to pay extra costs (including labour charges) to arrange for these to be transported to, and used at, the site of the **insured incident**.

When **you** ask for assistance or recovery, **we** will give **you** an estimated time when **our** repair or recovery vehicle will arrive. **You** and the **insured persons** must wait safely with or nearby the **insured vehicle** until the repair or recovery vehicle arrives, unless **you** have made other arrangements with **our** control centre.

You are responsible for the security of the contents of the **insured vehicle**, caravan or trailer. **We** will not recover or repair a vehicle, caravan or trailer if there is a person or animal in it without **our** prior agreement.

Transportation of horses or livestock, or onward transportation of any animal shall be at **our** discretion and solely at **your** risk.

If **you** give **us** incorrect information when **you** telephone for assistance, **you** may have to pay all reasonable costs caused by the incorrect information.

We are not responsible for the actions or costs of garages, recovery firms or emergency services acting on **your** instructions or the instructions of anyone acting for **you** and cannot be held liable for them.

Following an **insured incident** attended by the police or other emergency service, transportation of the **insured vehicle** will not take place until they have authorised its removal.

We may choose to repair the **insured vehicle** (at **your** cost) following a breakdown, rather than arranging for it to be recovered.

If the law of any country means that **we** have to make a payment, which **we** would not otherwise have paid, **you** must pay that amount back to **us** as requested.

You must not admit liability or agree to settle or knowingly do anything that would prejudice any claim without **our** written permission. **You** must send **us** any relevant letters immediately and send **us** all information and other help **we** ask for.

We are not responsible for any loss, damage, costs, claims or expenses whatsoever which **you** may incur as a result of **our** delay or failure to perform **our** obligations due to a **force majeure event**.

Nothing in this **policy** will exclude or restrict **our** liability for death or personal injury resulting from **our** negligence.

Any failure by **us** in relying on or enforcing the terms and conditions of this **policy** on any particular occasion will not prevent subsequent reliance or enforcement.

4 Arbitration

If **we** accept a claim for **your insured vehicle** but cannot agree the amount to be paid, **we** will pass the matter to an arbitrator. The arbitrator will be appointed in accordance with the law in force at the time. The arbitrator must have made a decision before **you** take legal action against **us**.

5 Vehicle specifications

Cover is only available under this **policy** for the following:

A motor car, three wheeler or van up to 3,500kg when loaded that has been privately registered in the **United Kingdom**. None of these must be more than 7m (22.7ft) in length, 3m (9.8 ft) in height and 2.25m (7.4 ft) in width.

A standard caravan or trailer which meets with all relevant rules and regulations listed in 'Section 2 - Caravan and trailer cover' and was being towed by the **insured vehicle** at the time of the **insured incident**.

You must do all that **you** can and comply with all laws and codes to keep the **insured vehicle** safe and fit to drive.

Useful Information – to be read in conjunction with your policy information

What to do if you have a breakdown or accident

1. If you can, leave your vehicle in a safe place, away from traffic. Switch off the engine and put out any cigarettes.
2. If you can, use your hazard lights and display a red warning triangle if you have one.
3. Find the nearest telephone. If you have been involved in an accident, call the relevant emergency services immediately and make contact with any witnesses.

If you have a breakdown or accident in the United Kingdom, call Saga Breakdown Assistance on **0800 068 2196**.

If you have cover under 'Section 7 - European Cover' and you want to make a claim whilst in Europe call Saga Breakdown Assistance on **+44 1303 776 490**.

4. Tell the Saga Breakdown Assistance controller:
 - your vehicle registration number;
 - where your vehicle is;
 - if any of the insured persons are small children;
 - what the problem is; and
 - if you are transporting any animals.
5. For your safety, wait for us away from your vehicle and keep clear of the road or hard shoulder.

If you call via a mobile phone the system will send you a text message to confirm that help is on the way and is on schedule. Please also note that when you use a mobile phone to request service under your policy we may, within an hour of your call to us, use the mobile phone signal to help in identifying the location of the disabled vehicle.

Please note

1. Our European Claims Department must receive your claim within 30 days of your return to the United Kingdom.
2. Any expenses for which you claim must have our prior consent and approval.
3. You must send in all relevant receipts, accounts, bills and invoices.

European motorways

Please note that in several parts of Europe, if you break down on a motorway or other major public road, Police will answer the telephone. They will arrange for a local recovery company to send a recovery truck to you without contacting us. Very few of these local recovery agents have any link with United Kingdom motoring organisations, and you may well have to pay for this assistance on the spot. If you keep a receipt, we will refund the full cost of the assistance, including towing charges and time the mechanic has spent working on the insured vehicle at the roadside. We will not pay for any spare parts used or labour charges at a garage.

Once you have been taken from a motorway or major public road to a place of safety such as a local garage or motorway service station, please contact us if you need other advice or services, such as vehicle hire.

Customer service

Our customer service commitment to you

Saga aims to provide you with high levels of service at all times. However, there may be times when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation.

Whether you are telephoning or writing, please remember to quote your name, address and policy number as it will help us deal with your enquiry or complaint quickly.

If you have a query or complaint about your Saga Breakdown Assistance policy, please contact Customer Services on **0845 366 1605**. If you have a complaint about a claim, please call Saga Breakdown Assistance on **0845 300 6029**. If this does not resolve your complaint, please follow the procedures listed below.

If you have a specific complaint relating to an underwriting decision, premium changes or other technical insurance matters, you should contact:

Customer Relations Department
Saga Services Limited
Middelburg Square
Folkestone, Kent CT20 1AZ
Telephone: **01303 771160**
Fax: **01303 771347**
e-mail: services.customer-relations@saga.co.uk

If you are still dissatisfied you should write to:

Chief Operating Officer
Saga Services Limited
Middelburg Square
Folkestone, Kent CT20 1AZ

If you have a specific complaint relating to claims mismanagement, you should contact:

Customer Relations Department
PO Box 671
Folkestone
CT20 9DN
Telephone: **0845 300 6029**

If you are not satisfied with the response you receive, you can ask the Financial Ombudsman Service to review your case. The Financial Ombudsman Service resolves disputes in an independent and fair way.

You can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR
Telephone: **0300 123 9123**

Helplines

For UK breakdown assistance

Helpline 0800 068 2196

24 hours a day, seven days a week. Calls from mobiles may incur charges.

For European breakdown assistance

**Helpline The international dialling code 00 (normally)
then the country code 44 (normally)
then the STD number code 1303 776 490**

24 hours a day, seven days a week.

For questions about your breakdown policy

Customer service In the UK **0845 366 1605** From abroad **+44 1303 773 486**
Monday to Friday 8.30am-5.30pm, Saturday 8.30am-1pm.

Important note: Before travelling, if you have a mobile phone, it is advisable to contact your network provider to ensure that your telephone can be activated to operate from the country(ies) you plan to visit.

If you have a hearing or speech impairment, you can also contact us by e-mailing dda@saga.co.uk

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