

Saga Van Insurance

Your Policy Booklet



SAGA

Van insurance done properly

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


Welcome to Saga Van Insurance.

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

Please read your policy booklet carefully, together with your policy schedule, 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.

If you need to make a claim on the policy, you can find details of how to do so on page 21.

A handwritten signature in black ink that reads "Roger Ramsden". The signature is written in a cursive style with a period at the end.

Roger Ramsden
Chief Executive Officer

Welcome

The words shown in bold print are defined on page 6.

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

- the **policy** booklet;
- the **schedule**;
- any **endorsements to your policy**; and
- the **Certificate of Insurance**.

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 **schedule** and **endorsement** sheet. 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 **territory** except when **we** say otherwise. **Your van** 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 sections shown in the **schedule**. **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 most important that **you** inform **us** immediately 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 900 0027**.

- Change of vehicle – **you** will not be insured until a cover note or revised **Certificate of Insurance** has been issued;
- Change to the **van** itself, such as fitting additional seats or windows, alloy wheels, or engine modifications;
- Change of ownership or main user of the **van**;
- Change of address, including where **your van** will be kept overnight and where **you** primarily reside;
- Change to the use of **your van** or the full or part-time occupation of any drivers;
- Change of drivers – **you** will not be insured until a cover note or revised **Certificate of Insurance** has been issued, unless **your Certificate of Insurance** already allows this;
- Change to the driver details, including details of any motoring accident, insurance claim, motoring conviction or fixed penalty offence involving a driver.

If **you** make changes to **your policy** details or cover at any time during the period of cover, Saga Services Limited may charge an **administration fee**. This fee is not premium **you** pay for **your** insurance cover and may change from time to time.

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, after the **administration fee** has been applied by Saga Services Limited, any amounts of £5 or less. Similarly, if **you** make any changes to **your policy** mid term, **we** will only request any charges

from **you**, after the **administration fee** has been applied by Saga Services Limited, 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 return **your** new renewal **Certificate of Insurance**, prior to **your** renewal date, and ensure **your** continuous payment method is cancelled.

Important

Personal information

The information **you** have given **us** will be held and used to manage **your** insurance **policy**, which will include both underwriting and claim handling. For this purpose **we** may disclose it to other interested third parties, for example other insurers, regulatory authorities and agents who provide services on **our** behalf.

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.

By accepting this **policy** **you** consent to **our** processing personal data including sensitive data about **you** and other persons who may be insured under the **policy**. **You** understand that all personal data **you** give to **us** must be accurate and that **you** have the specific consent of those other persons to disclose their personal data.

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 The Saga Building, Enbrook Park, Folkestone, Kent CT20 3SE.

Insurers pass information to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd, and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI). **We** may search these registers as this helps **us** to check information provided and to prevent fraudulent claims. **We** may also undertake credit searches and additional fraud searches. Under the conditions of **your policy** **you** must tell **us** about any incident (such as an accident or theft) which may or may not give rise to a claim. When **you** tell **us** about an incident **we** will pass information relating to it to the registers.

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information Centre (MIIC). MID data may be used by the Driver and Vehicle Licensing Authority (DVLA) and Driver and Vehicle Licencing Northern Ireland (DVLNI) for the purpose of Electronic Vehicle Licencing and by the Police to help clarify the driver's use of a motor insurance policy and/or for preventing and detecting crime. If **you** are involved in an accident, in the UK or abroad, other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant **policy** information. Persons pursuing a claim in respect of a road traffic accident may also obtain relevant information which is held on the MID. **You** can find out more about this at www.miic.org.uk.

You should show these notices to anyone insured to drive the **van** covered under this **policy**.

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 or capital letters.

Accidental damage	Loss of or damage to your van and its accessories and spare parts other than by fire, lightning, explosion, theft or attempted theft.	Policy	The details of the contract of insurance between you and us .
Accessories	Parts of your van that are not directly related to how it works as a vehicle. This includes in-van entertainment, such as radio, and communication equipment that form part of your van .	Schedule	A record of your insurance. Please read the schedule carefully as it sets out the cover we will give you under this policy . (We will give you a replacement schedule whenever you renew the policy or if you make any changes to the policy during the period of insurance.)
Administration fee	The amount shown in your documents as a fee for administration, relating to the amount Saga Services Limited may charge from time to time for administering your insurance policy .	Territory	Gibraltar and the United Kingdom meaning England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
Certificate of Insurance	Evidence that you have motor insurance as required by law.	Trailer	A road vehicle towed by a motor vehicle adhering to all towing regulations and fitted with a standard 50mm towball, excluding mechanically propelled vehicles, caravans, trailer tents and horseboxes.
Endorsement(s)	An extension or restriction to your policy . (Endorsements only apply if they appear in your policy .)	Van	The vehicle for which you have a current Certificate of Insurance under this policy .
Excess	The first amount of any claim, which you have to pay if your van is lost, stolen or damaged. (Various excess levels apply to accidental damage to your van , theft or attempted theft of or from your van and damage to your van's glass as shown in the schedule and endorsements of this policy .)	We, Us, Our	Acromas Insurance Company Limited, registered with its head office in Gibraltar No. 88716. Address: 57/63 Line Wall Road, Gibraltar.
Market Value	The cost of replacing your van with a van of the same make, model, specification, age, mileage and condition as your van was immediately before the loss or damage you are claiming for. Where we are unable to estimate the market value of your van we will use the nearest market equivalent for comparison.	You, Your	The policyholder whose name is on the schedule or, in the event of the policyholder's death, the policyholder's legal personal representatives.

Loss or damage

This section should be read in conjunction with the 'General exceptions' on pages 17 and 18, 'General conditions' on pages 19 and 20 and 'How to make a claim' on page 21.

We cover the following

1. Your van

If **your van** is lost, stolen or damaged, **we** will make the decision to either:

- pay for **your van** to be repaired;
- replace **your van**; or
- pay **you** the amount equal to the loss or damage.

The same cover applies to:

- **accessories** and spare parts and;
- fixtures and fittings;

while these are in or on **your van**.

The most **we** will pay is the **market value** of **your van, accessories** and spare parts at the time of the loss or damage.

If **your van** is under a hire purchase or leasing agreement, **we** will pay any claim to the legal owner in the event of a total loss. **Our** liability under this **policy** will then end.

If **your van** cannot be driven due to loss or damage covered under this **policy**, **we** will pay the reasonable cost of protecting **your van** and taking it to the nearest competent repairer. After it has been repaired **we** will pay the reasonable cost of delivering it to **your** address in the **territory**.

We do not cover the following

This applies to all claims under Parts **1, 2, 3, 4, 5** and **6** of the 'Loss or damage' section:

- any **excess** shown in the **schedule**;
- loss of use, reduction in value following a repair, wear and tear or mechanical, electrical, electronic or computer breakdowns, failures or breakdowns;
- loss or damage caused directly by pressure waves caused by aircraft and other aerial devices travelling at or above the speed of sound;
- loss of or damage to any trailer or caravan whether or not it is being towed by or attached to **your van**;
- loss of or damage to telephone, communication, navigation or accident black-spot detection equipment of any kind not permanently fitted to **your van**;
- loss or damage as a result of a deliberate act by anybody insured by this **policy**;
- loss or damage arising from theft while the ignition keys of **your van** have been left in or on **your van**;
- damage to tyres from braking or by road punctures cuts or bursts;
- loss or damage caused directly or indirectly by fire if **your van** is equipped for cooking or heating food or drink;
- confiscation or requisition or destruction by or under order of any government or public or local authority.

We cover the following

2. Broken glass

For broken glass claims please call the Saga Glass Line.

We will pay for any repair or replacement to **your van's** windscreen, windows and glass sunroof, and any damage to the bodywork that was caused by the broken glass, subject to the **excess**. Any **excess you** have to pay will be shown in **your schedule**. If **your** glass can be repaired there is no **excess** to pay.

3. Replacement locks

If the **van** keys or lock transmitter of **your van** are lost or stolen, **we** will pay the cost of replacing:

- the door locks and boot lock;
- the ignition and steering lock; and
- the lock transmitter and central-locking system;

as long as **we** are satisfied that the identity or garaging address of **your van** is known to any other person who may have **your** keys or transmitter.

Your No Claim Discount will not be affected just because **you** have made a claim under this section.

4. New van benefit

If **your van** is stolen and not recovered or is damaged and the cost involved in the repair will be more than 60% of the manufacturer's list price (including vehicle tax and VAT) at the time of the loss or damage **we** will replace **your van** with a new van of the same make and model.

We will only do this if a replacement van is available.

We will only replace **your van** if **you** and any other known interested parties agree. The **van** being replaced will become **our** property.

If **we** cannot obtain a replacement van of the same make and model **we** will pay **you** the **market value** of **your van** and its fitted **accessories** and spare parts at the time of the loss or damage.

We do not cover the following

More than £125 after deducting **your excess** if the glass is replaced by a glass repairer not previously approved by **us**.

The cost of replacing any alarms or security devices used in connection with **your van**.

Your van if:

- it is more than six months old from the date of first registration;
- **you** are not the first registered keeper;
- it is the subject of any type of leasing or contract hire agreement.

We cover the following

5. Replacement van cover

This section applies if **you** have chosen replacement van cover as shown in **your policy schedule**.

If **your van** is damaged in circumstances that give rise to a claim under Part 1 of the 'Loss or damage' section of the **policy** and once **we** accept **your** claim, **we** will arrange to supply **you** with a replacement van until:

- **your van** is recovered;
- **your van** is repaired; or
- **we** make a settlement offer where **our** approved engineer decides **your van** is beyond economic repair;

up to the maximum period as shown on **your schedule**, whichever is earliest. After this period **you** can continue to rent a replacement van at a preferential rate.

During this period, the van will be insured as a replacement van under this **policy**. However, if cover on **your van** is restricted to Third Party Fire and Theft, the cover on the replacement van will be increased to Comprehensive cover and all sections of the **policy** except 'Loss or damage, section 3' will apply. Any incident relating to the replacement van may affect **your** No Claim Discount.

The replacement van will be a:

Car-derived van (a van styled on the car equivalent for example, a Vauxhall Astra Van where the front end is a car and the back end is a van) if **your van** is a light goods vehicle up to 1.8 tonnes Gross Vehicle Weight (total weight of the vehicle including its total carrying capacity in weight); or Panel van if **your van** is a light goods vehicle between 1.8 tonnes and 3.5 tonnes Gross Vehicle Weight.

Returning replacement van

The replacement van will be supplied on the condition that **you** will return it to the depot which supplied it, unless alternative arrangements have been made with the supplier.

We do not cover the following

The cost of fuel used;
Collection and delivery charges (if they apply);
Any charges for fitting accessories;
Any excess which would have applied to **your van** which is temporarily replaced; and
All charges and costs where the vehicle is on hire for more than the maximum period shown in **your schedule**.

Replacement vans supplied under this section will be of standard type and will not include:

- specialised vehicles such as pick-up trucks, tippers or refrigerated vans; or
- any trailers or semi-trailers.

Availability of replacement vehicles

The service described depends on a suitable replacement van being available from the supplier.

While every reasonable effort will be made to supply a replacement van, neither the supplier nor **we** will be liable to pay any compensation or provide a vehicle from any other source if a suitable vehicle is not available.

We cover the following

6. **Trailer cover**

This section applies if **you** have chosen **trailer** cover as shown in **your policy schedule**.

The **policy** is extended to cover any **trailer** whilst attached to the insured **van** and any **trailer** owned or hired by **you** whilst detached up to a maximum value of £1,000, subject to the following conditions:

1. Theft cover will only apply when detached if the **trailer** is fitted with a hitch-lock or is kept in a locked garage or compound
2. Claims will be subject to the same **excess** as the insured **van**
3. In the event of a claim, the **policy** No Claim Discount will be affected as if the claim had been on the insured **van**.

7. **Medical expenses**

If **you**, or any other person in **your van**, are injured as a direct result of **your van** being involved in an accident, **we** will pay for the medical expenses arising in connection with that incident up to £300 for each injured person.

8. **Personal belongings**

We will pay **you** (or the owner) for loss or damage to personal belongings caused accidentally or by fire or theft while they are in or on **your van**. The maximum amount **we** will pay for any one incident is £250.

9. **Emergency treatment**

We will reimburse any person using **your van** for payments they have to make under the Road Traffic Acts for emergency medical treatment.

A payment made under this section will not affect **your** No Claim Discount.

We do not cover the following

Money, stamps, tickets, documents or securities.

Goods or samples, tools of trade, ropes or tarpaulins carried in connection with any trade or business.

Continental use and compulsory insurance requirements

This section should be read in conjunction with 'General Exceptions' on pages 17 and 18, 'General Conditions' on pages 19 and 20 and 'How to make a claim' on page 21.

As well as providing cover within the territorial limits, this **policy**, in line with European directives, also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in:

- any other country which is a member of the European Union; and
- any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of EC Directive 72/166/EEC relating to civil liabilities arising from using a motor vehicle (eligible countries change from time to time).

The level of cover provided will be the minimum needed to keep to the laws on the compulsory insurance of motor vehicles of the country in which the accident happens. Where the level of cover in any European Union Member State is less than that provided by the legal minimum requirements of Great Britain, the level of cover that applies in Great Britain will apply in the Member State.

If you take your van abroad

The cover above only meets the minimum legal requirements while **you** are abroad. If **you** ask **us**, **we** can extend **your policy** to provide the same level of cover in the rest of the European Union and certain other European countries as **you** have within the territorial limits.

To get this cover **you** must contact **us** with details of the trip. **We** will arrange for an **endorsement** to be added to **your policy** to provide this cover, and **we** will (where appropriate) give **you** a Green Card and tell **you** the extra premium **you** will have to pay.

No Claim Discount

Standard No Claim Discount

If **you** do not make a claim under **your policy**, **your** renewal premium will be adjusted in line with **our** scale of No Claim Discount that applies at the time.

You will not earn a No Claim Discount under a **policy** that **you** have had for less than 12 months. If **we** agree to transfer the **policy** to another person, the No Claim Discount that **you** have already earned under this **policy** will not apply to the person who the **policy** is being transferred to.

Third parties can pursue a claim directly against **us** as an insurer in the event of an accident, loss or damage, as permitted under the European Communities (Rights against Insurers) Regulations 2002. In these circumstances **we** will deal with any claim subject to the terms and conditions of **your policy**.

You are reminded of **your** responsibilities following an accident, loss or damage as detailed in 'General Conditions 3, Claims - **your** duty.'

Protected No Claim Discount - two claims in five years

This section applies if **you** have chosen Protected No Claim Discount as shown in **your policy schedule**.

If **you** have five years or more No Claim Discount and have not made a claim (other than broken glass) or had a claim made against **you** in the last two years, **we** can protect **your** No Claim Discount. This means **you** will not lose **your** No Claim Discount if **you** make, or have made against **you**, up to two claims in any five year period.

If two claims are recorded against **your policy** in any five year period **you** will not lose any of **your** No Claim Discount. Any claims against **your policy** in excess of two in a five year period will be dealt with in accordance with **our** current scale.

Your No Claim Discount will be reinstated at the point that **you** are again eligible. When **your** protection has been reinstated, it will be indicated on **your van** insurance renewal **schedule**.

Liability to others

This section should be read in conjunction with the 'General exceptions' on pages 17 and 18, 'General conditions' on pages 19 and 20 and 'How to make a claim' on page 21.

We cover the following

1. **Your liability to third parties**

We will insure **you** or:

- any person **you** give permission to drive **your van**, as long as **your Certificate of Insurance** allows that person to drive;
- any person **you** give permission to use (but not drive) **your van** for social, domestic and pleasure purposes, as long as that use is included on the **Certificate of Insurance**; and
- any passenger travelling in or getting into or out of **your van**;

for all amounts **you** may have to pay as a result of **you** being legally liable following:

- death or bodily injury to anyone else for an unlimited amount; and
- damage to anyone else's property, up to £2,000,000 for all claims arising from any one incident.

This section only applies if the death, bodily injury or damage arises out of an accident caused by or in connection with:

- **your van**, including its loading and unloading; or
- any **trailer** while it is being towed by **your van**.

We do not cover the following

This applies to all claims under Parts **1, 2, 3, 4, 5** and **6** of the 'Liability to others' section:

- any claim if any person insured under this section fails to keep to the terms, exceptions and conditions of this **policy** as far as they apply, or if they are entitled to claim payment or insurance under any other policy;
- the death or bodily injury of any employee of the person who is insured which arises out of the course of their employment, except where liability must be covered by **us** under the Road Traffic Acts;
- loss or damage to property that:
 - belongs to or is in the care of anyone **we** insure who claims under this section; or
 - is being carried in **your van**;
- loss, damage, death or injury that happens beyond the limits of any carriageway or thoroughfare and involves anyone, other than the driver or attendant of **your van**, bringing a load to **your van** for loading or taking a load away from **your van** after unloading it;
- damage to premises (or to the fixtures and fittings) where the damage is insured by another **policy**;
- damage to any vehicle where cover in connection with the way the vehicle is used or driven is provided under this section;
- all loss, damage, death or bodily injury caused directly or indirectly by pollution or contamination, unless it is caused by a sudden, identifiable, unintended and unexpected incident which happens in total at a specific time and place during the period of insurance unless liability cover is a requirement of the Road Traffic Acts. For the purposes of this exception, pollution or contamination means all pollution or contamination of buildings or of water, land or the atmosphere;

We cover the following

2. Insurance for the owner of the van (leasing or contract hiring agreements)

If **we** know **your van** is the subject of a leasing or contract hire agreement between **you** and the owner of **your van**, **we** will insure the owner in the same way that **we** will insure **you** under this section if there is an accident while **your van** is let, on hire or leased under the agreement to you as long as:

- **your van** is:
 - not being driven by the owner;
 - not being driven by a person who is employed by the owner; or
 - in the charge of, but is not being driven by, the owner or any person who is employed by the owner.
- the owner cannot claim under another policy; and
- the owner follows the terms, exceptions and conditions of this **policy** as far as they can apply.

3. Cover provided for legal personal representatives

If anyone insured under the **policy** dies, **we** will transfer to their estate the protection **we** provide under this **policy**.

4. Legal costs

We will pay the following legal costs if they relate to an incident, which is covered under this section:

- the fees of solicitors **we** ask to represent anyone **we** insure under this section at a coroner's inquest of fatal accident inquiry, or to defend any proceedings in a magistrates court;
- fees for legal representatives **we** ask to defend anyone **we** insure under this section when proceedings are taken for manslaughter, dangerous driving or careless driving when under the influence of drink or drugs causing death.

We do not cover the following

- the death, bodily injury or illness of any person caused by food poisoning, anything harmful contained in any good supplied, or any harmful or incorrect treatment given at or from the vehicle;
- all loss, damage, death or bodily injury while **your van** is being used in:
 - the part of an aerodrome or airport that is provided for aircraft to take-off and land; aircraft parking areas, including the associated service roads and ground equipment areas; or
 - areas of passenger terminals, which come within the customs examination area, except where this liability must be covered by **us** under the Road Traffic Acts;
- any costs where **we** have not given **our** prior written agreement to the legal costs;
- corporate organisations or firms.

Where **we** are obliged by the Road Traffic Acts to provide insurance, the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by **you** or any other person and for which cover is provided under this section will be:

- £2,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
- such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.

We cover the following

5. Cross liabilities

Where there is more than one insured person named in the **schedule**, each one will be covered as if they are the only insured person covered under this **policy** but **we** will only pay up to £2,000,000 in total for damage to property of anyone other than the insured or the insurer for any one claim or a number of claims relating to one incident.

6. Application of policy limits

If there is an accident that involves **us** paying more than one person, any limitation under the terms of this **policy** or any clause relating to the maximum amount payable will apply and **we** will settle **your** payments in priority order.

7. Injury to you or to your partner

If **you** or **your** partner suffer accidental bodily injury in direct connection with **your van**, **we** will pay the injured person or their legal personal representative £3,000 if, within three months of the accident, the injury is the only cause of:

- death;
- permanent loss of sight in one or both eyes; or
- loss of an arm or leg.

The most **we** will pay any one person during any one period of insurance is £5,000.

If **you** or **your** partner have any other policies with **us** for any other van or vehicles, **you** will only be able to get compensation for **your** injuries under one **policy**.

We do not cover the following

Death or bodily injury arising from suicide or attempted suicide.

Corporate organisations or firms.

Additional cover - Legal protection

Your schedule shows if **you** are covered under this section of the **policy**. This section should be read in conjunction with the 'General exceptions' on pages 17 and 18, 'General conditions' on pages 19 and 20 and 'How to make a claim' on page 21.

Definitions (applying to this Part only)

Event Either: a) a motor accident; or b) an incident resulting in a prosecution or summons all involving **your van** insured by this **policy**.

Insured person The policyholder, and/or the authorised driver of **your van**.

We cover the following

Legal costs and fees

The **insured person's** reasonable legal costs and fees, including making or defending an appeal, and the **insured person's** irrecoverable reasonable legal expenses and opponent's costs, that the **insured person** is ordered to pay by a court or tribunal, arising from any action under points a and b of this section, to:

- a) Help the **insured person** and/or any passengers in **your van** recover any uninsured losses or compensation for death or personal injury as a result of a motor accident, involving **your van** that is insured by this **policy**.
- b) Represent or defend the **insured person** if the **insured person** is prosecuted because of the ownership or use of **your van** and the **insured person** is at risk of losing their driving licence.

Provided that for all claims:

- **We** provide the legal expert to act for the **insured person** and/or their passengers or **we** have given **our** approval to an alternative legal expert and they have agreed to comply with **our** terms and conditions.
- **Our** legal experts are satisfied that there is a reasonable prospect of recovery or the **insured person** retaining their driving licence.
- The claim is decided by a court within the **territory**.

We do not cover the following

More than £100,000 for all claims that arise from the same **event**.

Any claim under this section of **your policy** not reported to us within 180 days of the date of the **event**.

Any legal costs and fees arising from:

- an **event** that occurred prior to the start date of this cover or outside the **territory**;
- something the **insured person** did when they knew it to be wrongful or ignored that possibility;
- an accident for which the driver or passenger is legally liable;
- any passenger's claim arising from an accident, unless **you** give **us** permission for that claim to be made;
- a dispute between the **insured person** and **us** or Saga Group Limited;
- the defence of the **insured person** in any civil claim or legal proceedings arising from loss or destruction of or damage to any property, or from the death of or injury to any person;
- prosecutions resulting from drink or drug related offences;
- mechanical failure of **your van** if claiming under cover a;
- the prosecution of the insured person under cover b if the first verdict is given to them within three years of their driving licence being endorsed with six or more penalty points.

To claim under this section of **your policy** call **0845 302 0218**.

Our legal expert is Laurus-Law LLP. Laurus-Law pays a fee to **us** in return for its preferred provider status. The sum paid by Laurus-Law to **us** is approximately £3.40 per policy.

The amount per policy is calculated using the number of current motor policies and the number of personal injury compensation claims that Laurus-Law LLP handles on behalf of **our** customers each year.

Currently **we** have approximately 1.1 million policies. Laurus-Law LLP handles approximately 5,000 compensation claims on behalf of **our** customers each year.

If there is a disagreement between **you** and **us** both sides may agree to arbitration. If both sides cannot agree on an arbitrator, one will be appointed by the Law Society. The arbitrator's decision is final.

General exceptions applicable to all of the policy

You are not covered for any of the following:

1. Use of the van

Any accident, injury, loss or damage while any **van** that is insured under this **policy** is being:

- used other than for the purposes described under the 'Limitations to use' section of **your Certificate of Insurance**;
- driven by **you**, unless **you** hold a licence to drive the insured **van** or have held a licence and are not disqualified from holding or getting such a licence;
- driven by anyone else with **your** permission who, to **your** knowledge, does not have a licence to drive **your van**, has never held one, or is disqualified from holding or getting such a licence; or
- driven by any person other than anyone who is described under the section of **your Certificate of Insurance** headed 'Persons or classes of person entitled to drive'.

This exception does not apply:

- while **your van** is in the custody or control of a member of the motor trade for the purposes of maintenance or repair;
- if the injury, loss or damage was caused as a result of **your van** being stolen or having been taken without **your** permission; or
- if the person driving **your van** did not have a valid driving licence and **you** did not know this.

2. Liability

Any liability **you** have agreed to which **you** would not otherwise have had.

3. Radioactivity

Loss, damage or liability directly or indirectly caused by or arising from:

- ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of that equipment.

4. War

Any accident, loss, injury, or damage which is the direct or indirect result of any of the following, whether or not contributed to by any other cause:

- war;
- invasion;
- activities of a foreign enemy;
- hostilities or warlike operations (whether war has been declared or not);
- civil war;
- revolution, rebellion or insurrection (that is, people rising up and changing the government by force or attempting to do so);
- civil commotion which is of such severity or magnitude that it can be likened to a popular uprising;
- military power (even if properly authorised by the duly elected government); or
- usurped power (that is, power taken by force by any person or group (including the armed forces) not being the duly elected government).

Loss, damage or injury which is the direct or indirect result of any action taken in controlling, preventing or suppressing any of the situations listed above.

However, **we** will provide cover required by the Road Traffic Acts.

5. Riot and earthquake

Any accident, injury, loss or damage (except under section 'Liability to others') arising during or as a result of:

- an earthquake; or
- a riot or civil commotion that happens outside Great Britain, The Isle of Man or the Channel Islands (except where this liability must be covered under the Road Traffic Acts).

6. Territory

Any accident, injury, loss or damage if any vehicle is registered outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

7. Terrorism

Any loss or damage caused by the use or threatened use of any action, force or violence by any person or group of people whether acting alone, or on behalf of any organisation or government committed for political, religious, ideological or similar purposes, including the intention to influence any government or to intimidate and/or put in fear the public or any section of the public except as required under the Road Traffic Acts or alternative applicable legislation in the territory in which the loss occurs.

General conditions applicable to all of the policy

1. Interpretation

The **schedule** forms part of this **policy** and the term 'this **policy**' includes this **policy** booklet, the **schedule** and any **endorsements**. Any word or expression defined in this **policy** has that meaning where it appears.

2. Your duty to prevent loss or damage

You must take all reasonable steps to prevent loss or damage to **your van**.

You must maintain **your van** in good condition. **We** may inspect **your van** at any time.

3. Claims – your duty

To get the full benefit of this **policy**, **you** (or **your** legal personal representative after **your** death) must follow the steps below when making a claim.

- Tell the Police immediately if any property is stolen.
- Phone **us** on **0845 301 4994** and give all the information and help **we** may reasonably ask for. **We** will not accept responsibility for the cost of goods or services which **we** have not authorised.
- Take all reasonable steps to recover lost or stolen property.
- Phone **us** immediately if **you** receive any letter or other document about the incident. If **you** do not do so it could harm **your** claim.
- Never discuss liability with anyone unless **we** agree first.
- Phone **us** immediately if anyone insured under this **policy** is going to be prosecuted as a result of the incident if there is going to be an inquest or fatal accident inquiry.
- **You** must not leave any property with **us** for **us** to deal with.

4. Claims – our rights

We can do the following:

- Take over and carry out (in **your** name or the name of the person claiming under this **policy**) the defence or settlement of any claim;

- Try to recover, in **your** name and for **our** own benefit, damages and costs covered under this **policy**.

We will have full control over any proceedings and in settling any claim.

5. Fraud

If any claim is fraudulent in any way, or if **you** or anyone acting on **your** behalf has acted fraudulently, all benefit under this **policy** will be lost. This will also apply if **you** exaggerate a claim or send **us** forged or false documents.

6. Other insurance

If any incident leading to a claim under this **policy** is covered under any other insurance **policy**, **we** will only pay **our** share of the claim. This condition does not apply to the 'Liability to others, 7. Injury to **you** or to **your** partner' section.

7. Arbitration

Where **we** have accepted a claim but **you** and **we** disagree over the amount to be paid, the dispute must be referred to an arbitrator who **you** and **we** will agree. When this happens, the arbitrator must make a decision before **you** can take any legal action against **us**.

This condition does not apply to the 'Liability to others, 7. Injury to **you** or to **your** partner' section.

8. Your duty to keep to the policy conditions

We will only provide the cover described in this **policy** if **you** keep to all the terms, conditions and **endorsements** of the **policy**.

9. Rights to recover payments made under compulsory insurance regulations

If under the law of any country this **policy** covers **you** in, **we** must settle a claim, which **we** would not otherwise pay, **we** may recover any claim payment from **you** or from the person who the claim was made against.

10. Monthly premiums

If **you** have chosen to pay monthly premiums, **you** must pay one monthly premium on the same day of each month, starting in month one and ending in month 12. When the **policy** is renewed, **you** must pay one premium a month.

If **you** do not pay a monthly premium on the date it is due, this will give **us** the right to cancel this **policy** from the date that premium was due to be paid.

If **you** pay monthly premiums, **we** will provide one month's cover for each monthly premium **you** pay.

11. Cancellation within the first 14 days

If **you** cancel **your policy** within 14 days of receiving it and cover has commenced, **we** will give **you** a pro-rata refund on **your** premium based on the cover **you** have had.

You must return **your Certificate of Insurance** to **us** when cancelling **your policy**. Cancellation will take effect from the date **we** receive **your Certificate of Insurance** or from the date **you** have advised **us** **you** wish to cancel, whichever is the sooner.

If **you** do wish to cancel **your policy** and the insurance cover has not yet commenced **you** will be entitled to a full refund of the premium.

If after 14 days **you** have not cancelled **your policy**, **we** will assume that **you** have accepted the terms and wish **your policy** to continue for the agreed period of cover.

If **you** have selected 'Additional cover - Legal protection', please be advised this cover will automatically be cancelled at the same time.

12. Cancellation rights

If this **policy** does not meet **your** needs **you** have the right to cancel it at any point during its duration. **You** must return **your Certificate of Insurance** to **us** when cancelling **your policy**. Cancellation will take effect from the date **we** receive **your Certificate of Insurance** or from the date **we** and **you** have agreed the cancellation will take effect.

As long as **you** have not made a claim under the **policy** or a claim has not been made against **you**, **we** will refund the unused part of **your** premium. Saga Services Limited may charge an **administration fee**.

We or Saga Services Limited, on **our** behalf, may cancel this **policy** by giving **you** 7 days' notice by recorded delivery letter. **We** will send this notice to **your** last known address. **You** must send **us your Certificate of Insurance** and then **we** will refund to **you** the unused part of **your** premium. Saga Services Limited may charge an **administration fee**.

If **you** have selected 'Additional cover - Legal protection', please be advised this cover will automatically be cancelled at the same time and the premium is non-refundable.

How to make a claim

1. If your van, accessories or spare parts have been lost or damaged, please check your schedule and policy to make sure the claim is covered. If your van is damaged you must do what you can reasonably do to protect your van and its accessories.
2. Please read the 'General conditions' on page 19 for details of the claims conditions.
3. If the event is covered, or if you are in any doubt, call the Saga Claims Line on **0845 301 4994** to advise us of your claim, as soon as possible. Assistance is available on this number 24 hours a day, seven days a week.

Please advise us of your policy number and we will confirm the benefits available to you, according to your schedule and the cover that you have chosen. Wherever possible, we will complete all the details needed to conduct the claim in this telephone conversation.

You must provide us with your personal details, those of the driver, full details of the incident and any other parties involved.

If the loss or damage that happens to your van is not covered by this policy because you have not arranged comprehensive cover, but it is the responsibility of an identified third party, we may be able to provide some assistance to help you recover your losses. If we can offer this assistance we will tell you when you register your claim with us.

4. After your call, one of several things will happen and your claims handler will guide you. We have the right to choose which action to take in the case of any claim and we may arrange to:
 - repair the damage; or
 - replace what is lost or damaged beyond economical repair; or
 - pay you cash for the amount of the loss or damage.

If we ask, you need to give us any evidence to support your claim. We will confirm exactly what we need.

Sometimes we will need to ask an independent loss adviser to help us deal with your claim. If so we will inform you and arrange for the loss adviser to visit you. The loss adviser's role is to assess the claim, confirm what action you need to take and recommend to us how to deal with the claim.

Getting your van repaired

If your van needs to be repaired we have a nationwide network of partnership repairers who can arrange to start work on your damaged van without delay. Once we have taken details of your claim, we will contact the nearest partnership repairer for you.

Collection and delivery to your home can be arranged if required. Under our partnership repairer scheme there is no need for you to obtain repair estimates. Partnership repairers have been specially chosen by us to ensure a high standard of service and provide high quality repair work, with a five-year warranty.

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 phoning 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 Van Insurance policy, please contact Customer Services on **0845 900 0027**. If you have a query or complaint about a claim, please call Saga Van Claims on **0845 301 4994**. If this does not resolve your complaint, please follow the procedure 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
The Saga Building
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:

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

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

Claims Customer Care Department
Saga Van Claims
PO Box 644
Folkestone CT20 9BE
Telephone: **01303 776778**
Fax: **01303 776779**
e-mail: technicalclaims@saga.co.uk

If you are still dissatisfied, you should write to:

Technical Claims Manager
Saga Van Claims
PO Box 644
Folkestone CT20 9BE

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. The Financial Ombudsman Service will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder or a business with a group annual turnover of less than £1 million. If, however, we do not resolve your complaint within 40 working days, the Financial Ombudsman Service will accept a direct referral. Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action. You can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone: **0845 080 1800**

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of the claim.

For cover required by the Road Traffic Acts, you would be covered in full for any claim; for any other type of claim, you would be covered for all of the first £2,000 and 90% of the remainder; in each case without any upper limit.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN.

Future underwriter changes

Your Saga Van Insurance policy is currently provided and underwritten by Acromas Insurance Company Limited as part of an agreement between Saga Services Limited and Acromas Insurance Company Limited. If you have selected any additional cover options, these may be provided by different insurers. At some time in the future Saga Services Limited may enter into an agreement with a new provider for all or part of your policy, in which case this new provider will offer you van insurance to replace your current policy. If this is the case, Saga Services Limited will write to you to confirm the details of the new provider and give you details of any changes to the Terms and Conditions of your policy. You hereby authorise Saga to transfer any personal data to a new provider, including data defined as 'sensitive personal data' under the Data Protection Act, and consent to the new provider being able to offer cover to you. If at any time you wish to withdraw your agreement to this, please let us know by calling **0845 900 0027**.

Helplines (Please have your policy number to hand when calling)

Customer service

For questions about your van insurance policy

from the UK

0845 900 0027

Monday to Friday 8.30am to 5.30pm, Saturday 9am to 1pm.

Claims

For new claims or help with your existing claim

from the UK

0845 301 4994

24 hours a day, seven days a week for new claims.

Monday to Friday 8am to 7pm, Saturday 9am to 1pm for existing claims

Saga Glass Line

For glass repair or replacement

from the UK

0845 302 0216

24 hours a day, seven days a week.

For legal help and advice

from the UK

0845 300 0724

24 hours a day, seven days a week.

Charges apply for calls to 0845 numbers. Please see saga.co.uk/contactus for details of the current rates.

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

Acromas Insurance Company is authorised by the Financial Services Commission, Gibraltar, and regulated by the Financial Services Authority, United Kingdom. Acromas Insurance Company Limited is a member of the Association of British Insurers.

Saga Services Limited is registered in England and Wales (Company No. 732602). Registered Office: The Saga Building, Enbrook Park, Folkestone, Kent CT20 3SE.

Saga Services Limited is authorised and regulated by the Financial Services Authority. (FSA Register No. 311557).

Saga Services Limited and Acromas Insurance Company Limited are ultimately wholly owned subsidiaries of Acromas Holdings Limited.