



# Saga Motor Insurance

Your Policy Booklet



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Welcome to Saga Motor Insurance.

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 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 pages 36-38.

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

# Introduction

The words shown in bold print are defined on pages 6 and 7.

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 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 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** tell **us** as quickly as possible 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 1601**.

- Change of vehicle - **you** will not be insured until a cover note or revised **Certificate of Insurance** has been issued;
- Change to the **vehicle** itself such as fitting alloy wheels, bodywork alterations or engine modifications;
- Change of ownership or main user of the **vehicle**;
- Change of address, including where **your vehicle** will be kept overnight and where **you** primarily reside;
- Change to the use of **your vehicle** or the full or part-time occupation of any of the 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 conviction, pending motoring conviction or fixed penalty offence involving a driver;
- Change to **your** annual mileage.

If **you** make changes to **your policy** details or cover or request duplicate documentation at any time during the period of cover, **Saga** will charge an **administration fee**. This **fee** is not the 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**, 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**, 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** and a printed **Certificate of Insurance** was sent to **you** by post, **you** must return it to **us** for cancellation of **your policy** prior to the renewal date. Alternatively, if **you** received **your Certificate of Insurance** by e-mail, to cancel **your policy** **you** must complete and return the **Cancellation declaration form** prior to **your** renewal date. In both cases **you** should ensure that **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 additional fraud searches.

To assess **your** insurance application and the terms on which cover may be offered, **we** may obtain information about **you** from credit reference agencies to check **your** credit status and identity. **We** may use this information to assess which payment options **we** can offer **you**. The agency will record **our** enquiry but this will not affect **your** credit rating.

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.

If **you** contact **us** electronically **we** may store **your** Internet Protocol (IP) address or **your** telephone number supplied by **your** Service Provider.

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.

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** will share data with these registers as this helps **us** to check information provided and to prevent fraudulent claims. **We** may also undertake 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.

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.

**Your policy** details will be added to the Motor Insurance Database (MID), managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the Driver and Vehicle Licensing Agency (DVLA) and Driver and Vehicle Agency Northern Ireland (DVANI), the Insurance Fraud Bureau and other bodies permitted by law for purposes including Electronic Vehicle Licensing, Continuous Insurance Enforcement, Law Enforcement and the provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving. If **you** are involved in a road traffic accident in the UK or abroad, other insurers and/or the MIB may search the MID to obtain relevant information. Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. **You** can find out more about this at [www.mib.org.uk](http://www.mib.org.uk)

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your vehicle** seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

**You** should show these notes to anyone insured to drive the **vehicle** 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.

<b>Accidental damage</b>	Loss of or damage to <b>your vehicle</b> and its accessories and spare parts other than by fire, lightning, explosion, theft or attempted theft.
<b>Administration fee</b>	The amount shown in <b>your</b> documents as a fee for administration, relating to the amount Saga Services Limited may charge from time to time for administering <b>your</b> insurance <b>policy</b> .
<b>Cancellation declaration form</b>	The form, titled 'Customer Motor Policy Cancellation Declaration', sent to <b>you</b> electronically as part of <b>your</b> document pack if <b>your</b> insurance documents were provided by e-mail.
<b>Certificate of Insurance</b>	Evidence that <b>you</b> have motor insurance as required by law.
<b>Endorsement(s)</b>	An extension or restriction to <b>your policy</b> . ( <b>Endorsements</b> only apply if they appear in <b>your policy</b> .)
<b>Excess</b>	The first amount of any claim which <b>you</b> have to pay if <b>your vehicle</b> is lost, stolen or damaged. (Various <b>excess</b> levels apply to <b>accidental damage</b> to <b>your vehicle</b> , theft or attempted theft of or from <b>your vehicle</b> and damage to <b>your vehicle's</b> glass as shown in the <b>Schedule</b> and <b>endorsements</b> of this <b>policy</b> .)
<b>Insurer</b>	The insurance company shown in <b>your Schedule</b> .

<b>Market value</b>	<p>The cost of replacing <b>your vehicle</b> with a vehicle of the same make, model, specification, age, mileage and condition as <b>your vehicle</b> was immediately before the loss or damage <b>you</b> are claiming for.</p> <p>Where <b>we</b> are unable to estimate the <b>market value</b> of <b>your vehicle we</b> will use the nearest market equivalent for comparison.</p>	<b>Trailer</b>	A single-axle road vehicle of standard manufacturer's construction towed by a motor vehicle adhering to all towing regulations and fitted with a standard 50mm towball, excluding mechanically propelled vehicles, caravans, trailer tents, vehicle transporters, food bars and horseboxes.
<b>Medical emergency</b>	A sudden unforeseen event relating to a medical condition that interrupts any journey and leads to <b>you</b> or <b>your spouse/ domestic partner</b> being unable to drive <b>your vehicle</b> .	<b>Vehicle</b>	Any motor vehicle for which <b>you</b> have a current <b>Certificate of Insurance</b> under this <b>policy</b> .
<b>Motoring emergency</b>	A sudden unforeseen event relating to an emergency involving <b>your vehicle</b> leading to <b>you</b> or <b>your spouse/ domestic partner</b> being unable to drive <b>your vehicle</b> .	<b>We, Us, Our</b>	The <b>insurer</b> .
<b>Policy</b>	The details of the contract of insurance between <b>you</b> and <b>us</b> .	<b>You, Your, Yourself</b>	The policyholder whose name is on the <b>Schedule</b> or, in the event of the policyholder's death, the policyholder's legal personal representatives.
<b>Saga</b>	Saga Services Limited.		
<b>Schedule</b>	<p>A record of <b>your</b> insurance.</p> <p>Please read the <b>Schedule</b> carefully as it sets out the cover <b>we</b> will give <b>you</b> under this <b>policy</b>. (<b>We</b> will give <b>you</b> a replacement <b>Schedule</b> whenever <b>you</b> renew the <b>policy</b> or if <b>you</b> make any changes to the <b>policy</b> during the period of insurance.)</p>		
<b>Spouse/ domestic partner</b>	<b>Your</b> wife, husband, civil partner or someone <b>you</b> are living with as if <b>you</b> are married to them.		
<b>Territory</b>	Gibraltar and the United Kingdom meaning England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.		

# Loss or damage

This section should be read in conjunction with 'General exceptions' on pages 31 and 32, 'General conditions' on pages 33 to 35 and 'How to make a claim' on pages 36 to 38.

## We cover the following

### 1. Your vehicle

Loss of or damage to:

- **your vehicle**;
- accessories and spare parts that are only for **your vehicle** and are in or on **your vehicle**, or in **your** private garage at the time of the loss or damage.

**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.

**We** may decide to appoint an independent assessor to inspect **your vehicle** to support the evidence **you** provide or to confirm **your vehicle** has been maintained in a roadworthy condition in accordance with General Condition 3a.

The most **we** will pay is the **market value** of **your vehicle**, accessories and spare parts at the time of the loss or damage. If **your vehicle** is under a hire purchase or leasing agreement, **we** will pay any claim to the legal owner in the event of a total loss.

If **your vehicle** cannot be driven because of the loss or damage covered under this **policy** **we** will pay the reasonable cost of protecting **your vehicle** 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, 6** and **9** of the 'Loss or damage' section:

- any **excess** shown in the **Schedule**;
- any repair or replacement that improves **your vehicle**;
- loss or damage caused by theft or attempted theft unless **your vehicle** is fully locked and secured and any keys and/or any other device(s) that unlock **your vehicle** are removed when it is left unattended or unoccupied;
- loss of use, loss of value, wear and tear;
- mechanical, electrical, electronic, computer or computer software failures, faults or breakdowns;
- loss, destruction or damage caused directly by pressure waves caused by aircraft and other aerial devices travelling at or above the speed of sound;
- any reduction in the **market value** of **your vehicle** following any repair whether or not as a result of any claim under this **policy**;
- loss of or damage to any **trailer** or caravan whether or not it is being towed by or attached to **your vehicle**;
- loss or damage as a result of a deliberate act by anybody insured by this **policy**;
- loss of **your vehicle** by deception by someone who claims to be a buyer or a buying or selling agent;
- loss of or damage to **your vehicle** caused by any unauthorised use or 'joy riding' by a member of **your** family or persons known to **you**;
- any storage costs **you** incur before **you** have notified **us** of the location that **you** have moved **your vehicle** to;
- damage to tyres by road punctures or bursts.



## We cover the following

If **your vehicle** is three years old or more and is outside of the manufacturer's warranty period, **we** may decide to fit replacement parts which have not been made by the **vehicle's** manufacturer but are of a similar standard.

### 2. Audio, visual and/or communication equipment

**We** will pay for loss or damage to audio, visual and/or communication equipment permanently fitted in **your vehicle**, without limit.

**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.

### 3. Broken glass

For broken glass claims please call the Saga Glass Line.

**We** will pay for any replacement of **your vehicle's** windscreen, windows and glass sunroof, and any damage to the bodywork that was caused by the broken glass, subject to deduction of **your** £75 **excess**. **Our** approved glass repairer will fit replacement glass, which may not have been made by the **vehicle's** manufacturer but is of a similar standard.

If **your vehicle's** windscreen, windows or glass sunroof can be repaired there is no **excess** to pay if the repair is carried out by a glass repairer **we** have approved.

**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.

## We do not cover the following

Any audio, visual and/or communication equipment not permanently fitted in **your vehicle**.

Panoramic glass roofs.

More than £100 after deducting **your excess** if the glass is replaced by a glass repairer not previously approved by **us**.

The first £25 of each glass repair carried out by a glass repairer not previously approved by **us**.

More than the **market value** of **your vehicle** at the time of the loss after deducting **your excess**.

## We cover the following

### 4. New vehicle benefit

If **your vehicle** 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 vehicle** with a new vehicle of the same make and model.

**We** will only do this if a replacement vehicle is available.

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

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

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### 5. Claims outside the Saga Claims Service repairer network

**You** may choose to make a claim for loss or damage to **your vehicle** under this **policy** without using the Saga Claims Service repairer network (see pages 36 to 38 for details). If so **you** will need to notify **us** of the incident and **you** will not be entitled to any of the benefits of this service.

**You** will need to complete a claim form over the telephone and obtain an estimate for repair for **our** approval. Once approved, whether or not an inspection is required, **we** will authorise repairs subject to any **excess** that applies.

**We** will pay the cost of transporting **your vehicle** to the nearest competent repairer following an accident.

## We do not cover the following

### Your vehicle if:

- it is more than 24 months old from the date of first registration; or
- **you** are not the first registered keeper; or
- the **vehicle** mileage is more than 12,000.

The 12,000 mile restriction does not apply to a loss within 12 months of **your vehicle's** first registration.

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The cost of delivering **your vehicle** to **your** home address after repair.

## We cover the following

### 6. Replacement car cover

If **your vehicle** is damaged in circumstances that give rise to a valid claim under Part 1 of the 'Loss or damage' section of the **policy**, **we** will ask **our** nominated supplier to provide **you** with a replacement car.

**We** will automatically extend the cover provided by this **policy** to the replacement car that **our** nominated supplier provides. **Our** existing **policy** terms and conditions will apply unless **our** nominated supplier advises **you** that they are providing alternative insurance free of charge, in which case **you** will be advised of any differences in the terms, conditions and excesses that apply.

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### 7. Medical expenses

If **you**, **your** driver or any of **your** passengers are injured in an accident involving **your vehicle**, **we** will pay **you** the medical expenses incurred.

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### 8. Overnight accommodation

If **you** are deprived of **your vehicle** or unable to continue **your** journey as a result of loss or damage covered under Part 1 of the 'Loss or damage' section of this **policy** **we** will pay **you** in respect of:

- hotel expenses for occupants of the **vehicle** where loss of use necessitates an unplanned overnight stop; and/or
- travelling expenses for occupants of the **vehicle**.

**You** must pay for the accommodation or travelling expenses **yourself** and submit receipts for **us** to reimburse **you**.

## We do not cover the following

The cost of a replacement car:

- after **you** have had the replacement car for 14 days, or any extended date **we** have agreed to; or
- when **your vehicle** has been repaired and is made available for **you** to collect or for **us** to re-deliver to **you**; or
- if **you** claim, or **we** offer to settle, under any new vehicle benefit clause that may apply; or
- if **your vehicle** is declared a total loss or is stolen and not recovered; whichever happens first.

Provision of a replacement car if the loss or damage happens outside of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

Replacement car cover if **you** choose not to take advantage of the repairer network.

All fuel, fares, fines and fees relating to the replacement car whilst in **your** possession.

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More than £300 for each injured person in **your vehicle**.

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More than £500 for any one incident.

Any expenses incurred for alcoholic drinks.

Overnight accommodation in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man is not available if **you** choose not to take advantage of the Saga Claims Service.

## We cover the following

### 9. Personal belongings, clothing and rugs

**We** will pay up to £1,000 for personal belongings, clothing, rugs or child seats in or on **your vehicle** if they are lost or damaged due to fire, theft, attempted theft or an accident involving **your vehicle**.

**We** will increase the limit to £2,000 during the month of December to cover gifts **you** buy and gifts **you** receive.

**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 **you** do not own the property lost or damaged **you** may ask **us** to pay the compensation to the actual owner. The owner's acceptance of payment will be the proof that **we** have met the claim.

### 10. Driving in a medical or motoring emergency

**You** are covered for any **accidental damage** sustained to **your vehicle** whilst being driven in the event of a **medical** or **motoring emergency** provided **you** or **your spouse/domestic partner**:

- have given permission for the driver to drive **your vehicle**; and
- are present in **your vehicle** unless it is being driven directly to **your** home.

## We do not cover the following

Any **excess** shown in the **Schedule**.

Money, stamps, tickets, documents or securities.

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

Wear, tear and depreciation.

More than £1,000 for any one incident other than during December when the limit will be £2,000.

Any gift where evidence of purchase cannot be produced.

Anything that **we** will not pay for under Parts **1** to **9** inclusive of the 'Loss or damage' section of the **policy**.

Any **medical** or **motoring emergency** that does not involve **you** or **your spouse/domestic partner**.

Any driver who does not hold a full valid driving licence.

# Liability to others

This section should be read in conjunction with 'General exceptions' on pages 31 and 32, 'General conditions' on pages 33 to 35 and 'How to make a claim' on pages 36 to 38.

## We cover the following

### 1. Cover provided for you

This **policy** covers **you** for all amounts which **you** legally have to pay as a result of an accident involving **your vehicle**, or trailer or caravan being towed by **your vehicle** at the time of the accident, for compensation for:

- causing accidental bodily injury, disease or death of any person; or
- the accidental damage to any Third Party property.

The most **we** will pay for any one accident or series of accidents arising out of one event including all costs, expenses and indirect losses (other than those covered under Part 4 of the 'Liability to others' section) for damage to any other person's property is limited to £20,000,000.

The same cover will apply if **you** or **your spouse/domestic partner** named on **your Certificate of Insurance** are driving in the **territory** or the European Union, any other private car, which **your Certificate of Insurance** allows **you** or **your spouse/domestic partner** to drive, providing:

- **you** or **your spouse/domestic partner** have the owner's permission;
- the other car is insured in its own right;
- **you** or **your spouse/domestic partner** are not covered on any other insurance **policy** to drive the other car;
- the other car is not owned by **you** or **your spouse/domestic partner** and is not hired to **you** or **your spouse/domestic partner** under a hire purchase or self-drive agreement; and
- the **vehicle** insured under this **policy** is still owned by **you** or **your spouse/domestic partner** and has not been stolen or damaged beyond repair.

## We do not cover the following

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

- anyone who fails to keep to any of the terms, exceptions, conditions and **endorsements** of this **policy**;
- anyone entitled to cover under any other **policy**;
- liability for the death of or injury to any person, arising out of their employment, by any persons insured under this **policy** except as required under the Road Traffic Acts;
- loss of or damage to property belonging to, or in the custody or control of any person insured under this part of the **policy**;
- loss of or damage to any **vehicle** being used or driven under this part of the **policy**.

## We cover the following

### 2. Cover provided for other people

If **you** give **your** permission, **we** will provide the same cover to the following people:

- in the event of a **medical** or **motoring emergency** involving **you** or **your spouse/domestic partner**, anyone with a full valid driving licence will be permitted to drive **your vehicle** as long as **you** or **your spouse/domestic partner** are present. If **you** or **your spouse/domestic partner** are not in **your vehicle** it can only be driven directly to **your** home;
- anyone **you** allow to drive **your vehicle** if allowed by **your Certificate of Insurance**;
- anyone **you** allow to use **your vehicle** for social, domestic and pleasure purposes (this does not include driving);
- any person travelling in or getting into or out of **your vehicle**;
- **your** employer for any **vehicle you**, or they, use and which is covered by this **policy**. **Your** employer must have **your** permission and the driver and use must be allowed by **your Certificate of Insurance**.

### 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**.

## We do not cover the following

## **We** cover the following

### 4. **Legal expenses**

If **we** agree, legal costs to:

- represent any person insured under this **policy** at any coroners inquest or fatal accident inquiry;
- defend any person insured under this **policy** in a court of summary jurisdiction in connection with any accident which **you** may be able to claim for under the 'Liability to others' section of the **policy**;
- defend anyone insured under this **policy** if proceedings are taken against them for manslaughter or causing death by careless or dangerous driving or causing death while under the influence of drink or drugs, provided that the death(s) giving rise to the proceedings are covered under this **policy**.

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### 5. **Emergency medical treatment**

**We** will pay emergency treatment fees as required under the Road Traffic Acts.

## **We** do not cover the following

Any costs where **we** have not given **our** prior written agreement to the legal costs.

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# Standard Personal Accident (Comprehensive policies only)

## Accidental injury to you, your named spouse/domestic partner

This section should be read in conjunction with the 'General exceptions' on pages 31 and 32, 'General conditions' on pages 33 to 35 and 'How to make a claim' on pages 36 to 38.

### Definitions (applying to this Part only)

<b>Benefit</b>	The sum payable upon the happening of a death or an injury as a result of a motoring accident.	<b>Loss of limb or limbs</b>	The permanent and complete loss of limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs.
<b>Loss of eye or eyes</b>	<p>The permanent and total loss of sight which shall be considered as having occurred</p> <p>a. In both eyes if the insured person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist</p> <p>b. In one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning the insured person sees at 3 feet what they should see at 60 feet).</p>	<b>Period of insurance</b>	Dates as shown on <b>your Certificate of Insurance</b> .

### We cover the following

If **you** or **your** named **spouse/domestic partner**, who **you** have declared as a driver under this **policy**, are injured during the **period of insurance** as a direct result of a motoring accident involving **your vehicle** in the **territory** or any country shown under List A in the Use Abroad section of this **policy** or any other country where cover has been agreed and **we** have issued a Green Card **you** will qualify for personal accident **benefit**.

### We do not cover the following

Any payment for **benefit** if the death or injury is caused by or as a result of:

- suicide or attempted suicide or self-inflicted injury;
- war;
- racing and other competitions;
- the injured person being at the time the injury happened under the influence of drink or drugs or having more alcohol in their body than the limits set down in the Road Traffic Acts;
- childbirth or pregnancy.



## We cover the following

### Benefit we will provide under Standard Personal Accident cover

Death	£5,000
Loss of sight in one or both eyes	£5,000
Loss of or loss of use of one or more limbs	£5,000

### To qualify for the benefit

**You** or **your** named **spouse/domestic partner** must have:

- suffered the death or injury whilst travelling in or getting into or out of **your vehicle**; and
- suffered the death or injury as a result of a motoring accident involving **your vehicle** for which **you** are also claiming under this **policy**; and
- notified **us** of **your** intention to claim within 90 days of the motoring accident.

A doctor registered to practise in the **territory** must:

- confirm the extent of the injury; or
- certify the death was caused by the motoring accident.

The **benefit** will be paid direct to the injured persons or to their legal personal representatives.

## We do not cover the following

The cost of obtaining any **medical** evidence to support **your** claim.

More than one **benefit** per injured claimant per incident.

Any payment for **benefit** under the Standard Personal Accident section of this **policy** if **your Schedule** shows **you** are covered under the Increased Personal Accident section.

Payment of **benefit** under more than one **policy** if **you** or **your** named **spouse/domestic partner** hold any other motor insurance policy with **us**.

Any disability which exists prior to an accident shall not count towards the **benefit** payable calculations.

## Use abroad

This section should be read in conjunction with 'General exceptions' on pages 31 and 32, 'General conditions' on pages 33 to 35 and 'How to make a claim' on pages 36 to 38.

### Countries for which a Green Card (International Motor Insurance Certificate) is not required

If **you** or **your spouse/domestic partner** are travelling with **your vehicle** and **your** trip is to any of the countries shown in List A below, **we** will provide the cover shown in **your Schedule**. **You** no longer need to obtain a Green Card (International Motor Insurance Certificate).

#### List A

Andorra	Hungary	Republic of Ireland
Austria	Iceland	Romania
Belgium	Italy (inc. San Marino)	Slovakia
Bulgaria	Latvia	Slovenia
Croatia	Lithuania	Spain
Czech Republic	Luxembourg	Sweden
Denmark	Malta	Switzerland (inc. Liechtenstein)
Estonia	Netherlands	
Finland	Norway	
France	Poland	
Germany	Portugal (inc. Madeira)	
Greece	Republic of Cyprus	

**We** will provide cover while **your vehicle** is being transported between any of these countries and the **territory**.

## Countries for which a Green Card (International Motor Insurance Certificate) is required

**Policy** cover only applies when **you** obtain a Green Card (International Motor Insurance Certificate) from **us** for the countries shown in List B below. If **we** give **you** a Green Card (International Motor Insurance Certificate) **we** will provide cover for the period shown and while **you** are in any country shown on the Green Card. **We** will also provide cover whilst **your vehicle** is being transported between any of these countries and the **territory**.

### List B

Morocco

Tunisia

Turkey

Please contact Customer Services on **0845 366 1601** if **you** wish to visit a country on List B or a country not on either list.

## United Kingdom Delivery and Customs Duty

If **your vehicle** cannot be driven because of loss or damage covered by this **policy**, **we** will also pay the reasonable cost of delivering **your vehicle** to **your** address in the **territory**. **We** will also pay the amount of any customs duty **you** have to pay as a direct result of the loss or damage.

### What is not insured

- Riot or civil commotion.
- Replacement car cover if the loss or damage happens outside of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

# No Claim Discount

## Standard No Claim Discount

If no claim or incident resulting in a claim has arisen under **your policy** during the previous year of insurance, **your** renewal premium will be adjusted in accordance with **our** current No Claim Discount scale applicable at **your** renewal date.

If one or more claims have been made or have arisen under **your policy** in any one period of insurance, **your** No Claim Discount will be reduced in accordance with **our** current scale for each claim made at **your** next renewal.

**Your** No Claim Discount entitlement will be shown in **your Schedule**.

**You** may not transfer **your** No Claim Discount to anyone else without **our** prior approval.

If **you** have a Comprehensive **policy** and **you** claim only for broken glass in **your vehicle's** windscreen, windows or sunroof under Part 3 of the 'Loss or damage' section, **your** No Claim Discount will not be affected by that claim. If **we** pay emergency treatment fees under the Road Traffic Acts it will not affect **your** No Claim Discount.

Depending on the circumstances of **your** claims, **we** may increase **your** premium and/or apply additional terms to **your policy**.

## Protected No Claim Discount - two claims in five years

**You** may be offered the option to protect **your** No Claim Discount. If **you** choose this option 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 protection will be reinstated at the point that **you** are again eligible. When **your** protection has been reinstated, it will be indicated on **your** renewal **Schedule**.

## Vandalism claims (Comprehensive policies only)

We will not reduce **your** No Claim Discount under this **policy** for any claim we accept as caused solely by an act of vandalism when:

- **you** report the damage to the Police as quickly as possible;
- **you** provide **us** with a Police crime reference number and details of the police station the crime was reported to;
- **you** pay the **accidental damage excess** shown in **your Schedule**; and
- the damage was not caused by another vehicle.

## Vehicle sharing

**Your policy** also covers the use of **your vehicle** when contributions are received for the carrying of passengers for social or similar purposes, provided:

- **your vehicle** is not constructed or adapted to carry more than eight passengers (not including the driver);
- the passengers are not being carried in the course of a business of carrying passengers;
- the total contributions **you** receive for the journey do not involve any profit.

## Vehicle service, overhaul or repair

The cover **you** have under this **policy** applies to **you** when **your vehicle** is in the hands of a motor trader carrying on a business from a motor trade outlet or premises for service, overhaul or repair.

On such occasions **we** will ignore the limitations about driving and use described in **your Certificate of Insurance**.

## Personal legal helpline

**We** have a team of solicitors and other legal experts on hand to take **your** call about any personal legal motor problems, anytime. There is no limit to the number of calls **you** can make, or to the time **your** calls take. The service is free and is available 24 hours a day, 365 days a year. The advice covers UK law and can be confirmed in writing if requested.

To contact the team call **0845 300 0724**.

The legal helpline is administered on **our** behalf by Amicus.

## Additional cover - Trailer Cover

**Your Schedule** shows if **you** are covered under this section of the **policy**. This section should be read in conjunction with 'General exceptions' on pages 31 and 32, 'General conditions' on pages 33 to 35 and 'How to make a claim' on pages 36 to 38.

For the **trailer** to be covered under this **policy** it is required to meet all the necessary regulations with regard to towing and needs to be fitted with a standard 50mm towball.

### **We** cover the following

If **your trailer** is stolen or damaged **we** will:

- 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.

**We** have the right to choose which action to take in the case of any claim.

The maximum amount **we** will pay is the amount **you** declared to **us your trailer** to be worth or the **market value**, whichever is the less.

### **We** do not cover the following

Anything carried in or on the **trailer**.

Caravans, trailer tents, horse boxes, vehicle transporters, food bars and mechanically propelled vehicles.

## Additional cover - Increased Personal Accident (Comprehensive policies only)

### Accidental injury to you, your named spouse/domestic partner

**Your Schedule** shows if **you** are covered under this section of the **policy**. This section should be read in conjunction with 'General exceptions' on pages 31 and 32, 'General conditions' on pages 33 to 35 and 'How to make a claim' on pages 36 to 38.

### Definitions (applying to this Part only)

**Benefit** The sum payable upon the happening of a death or an injury as a result of a motoring accident.

**Loss of eye or eyes** The permanent and total loss of sight which shall be considered as having occurred

- a. In both eyes if the insured person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b. In one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning the insured person sees at 3 feet what they should see at 60 feet).

**Loss of limb or limbs** The permanent and complete loss of limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use of a limb or limbs.

**Period of insurance** Dates as shown on **your Certificate of Insurance**.

**Permanent total disablement** Disablement caused other than by **loss of limb or eye**, which has lasted for 52 consecutive weeks and will in all probability prevent the insured person from engaging in gainful employment of any and every kind for the remainder of their life.

### We cover the following

If **you** or **your** named **spouse/domestic partner**, who **you** have declared as a driver under this **policy**, are injured during the **period of insurance** as a direct result of a motoring accident involving **your vehicle** in the **territory** or any country shown under List A in the Use Abroad section of this **policy** or any other country where cover has been agreed and **we** have issued a Green Card **you** will qualify for personal accident **benefit**.

### We do not cover the following

Any payment for **benefit** if the death or injury is caused by or as a result of:

- suicide or attempted suicide or self-inflicted injury;
- war;
- racing and other competitions;
- the injured person being at the time the injury happened under the influence of drink or drugs or having more alcohol in their body than the limits set down in the Road Traffic Acts;
- childbirth or pregnancy.

## We cover the following

### Benefit we will provide under Increased Personal Accident cover

Death	£7,500
Permanent total disablement	£20,000
Loss of sight in one eye	£10,000
Loss of sight in both eyes	£20,000
Loss of or loss of use of one limb	£10,000
Loss of or loss of use of two or more limbs	£20,000
Total loss of hearing	£20,000
Hospitalisation per night for up to ten nights (minimum stay two nights)	£200
Third degree burns	£300
Second degree burns	£200
Internal injuries requiring surgery	£200

### To qualify for the benefit

**You** or **your** named **spouse/domestic partner** must have:

- suffered the death or injury whilst travelling in or getting into or out of **your vehicle**; and
- suffered the death or injury as a result of a motoring accident involving **your vehicle** for which **you** are also claiming under this **policy**; and
- notified **us** of **your** intention to claim within 90 days of the motoring accident.

A doctor registered to practise in the **territory** must:

- confirm the extent of the injury; or
- confirm the diagnosis of **permanent total disablement**; or
- certify the death was caused by the motoring accident.

In the event of **permanent total disablement**, payment will be deferred until 12 months of continuous disablement after the date of the motoring accident.

The **benefit** will be paid direct to the injured persons or to their legal personal representatives.

## We do not cover the following

The cost of obtaining any medical evidence to support **your** claim.

More than one **benefit** per injured claimant per incident.

Any payment for **benefit** under the Standard Personal Accident section of this **policy** if **your Schedule** shows **you** are covered under the Increased Personal Accident section.

Payment of **benefit** under more than one **policy** if **you** or **your** named **spouse/domestic partner** hold any other motor insurance policy with **us**.

Any disability which exists prior to an accident shall not count towards the **benefit** payable calculations.



## 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 'General exceptions' on pages 31 and 32, 'General conditions' on pages 33 to 35 and 'How to make a claim' on pages 36 to 38.

### Definitions (applying to this Part only)

<b>Appointed representative</b>	A solicitor, lawyer or appropriately qualified person, firm or company.
<b>Event</b>	Either: a) a motor accident; or b) an incident resulting in a prosecution or summons all involving <b>your vehicle</b> insured by this <b>policy</b> .
<b>Insured person</b>	The policyholder, and/or the authorised driver of <b>your vehicle</b> .
<b>Legal costs</b>	All reasonable and properly incurred disbursements, fees and expenses charged by the <b>appointed representative</b> and agreed by <b>us</b> and any opponent's costs which <b>you</b> have been ordered to pay by a court or other body or <b>we</b> have authorised. <b>You</b> are not covered for any damages, fines or penalties <b>you</b> have to pay.
<b>Legal proceedings</b>	Preparing work for negotiating or defending <b>your</b> legal rights within the <b>territory</b> .
<b>Reasonable prospects</b>	Where <b>we</b> consider there is a 51% and above chance of succeeding with <b>your</b> claim and enforcing any award and that it would be reasonable to advise any private paying client in the same circumstances to pursue the claim.

<b>Uninsured losses</b>	One or more of the following arising directly out of an accident: (i) The motor insurance <b>policy excess</b> ; (ii) The cost of essential alternative transport; (iii) Loss of earnings; (iv) Reasonable out of pocket expenses; (v) The cost of repairing the insured <b>vehicle</b> or its <b>market value</b> where the motor insurance <b>policy</b> is not on a Comprehensive basis; or (vi) Damages for personal injuries sustained in the accident by the insured and any other <b>insured person</b> (providing there is no conflict of interest).
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## 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 vehicle** recover any **uninsured losses** or compensation for death or personal injury as a result of a motor accident involving **your vehicle** 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 vehicle** and the **insured person** is at risk of losing their driving licence.

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

## 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 a 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 vehicle** 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;
- **your appointed representative's** costs where the amount in dispute relates to credit hire charges or credit repair costs;
- any **legal costs** which **you** incur before **we** have accepted **your** claim.

## Disclosure

**Our appointed representative** is Cogent Law. Cogent Law pays a fee to **us** in return for its preferred provider status. The sum paid by Cogent Law to **us** is approximately £3.00 per policy.

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

Currently **we** have approximately 1.1 million policies. Cogent Law handles approximately 4,750 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.

## Legal Protection Cover Conditions

**You** should read these conditions carefully.

For all claims:

- **We** provide the legal expert to act for the **insured person** and/or their passengers.
- If there is a conflict of interest or **you** are not satisfied with the **appointed representative we** have chosen (and court proceedings are about to be issued), **you** may choose another **appointed representative** provided that:
  - a. **we** are satisfied that **your** choice of **appointed representative** is in **our** opinion suitably located, qualified and experienced to deal with **your** claim;
  - b. the **appointed representative** must agree in writing to **our** hourly rates, terms and conditions of appointment and to keep **us** updated regularly on the progress of **your** claim and co-operate with the terms of this **policy** for cover under this **policy** to apply;

- c. the **appointed representative** must keep **you** informed of **legal costs** incurred to date on a regular basis; and
- d. **we** have agreed to **your** choice of **appointed representative** in writing.

- **Our appointed representatives** 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** may require that **you** enter into a conditional fee agreement with **your appointed representative** or **your appointed representative** enters into a collective conditional fee agreement with **us**, if the claim is going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims track limit.

Using the **appointed representative**

- a) **We** will be able to talk to the **appointed representative** at all times and get any information, report, document, correspondence or advice to do with a claim from them. However, if the **appointed representative** considers **your** interest would be affected by giving any documents or information to **us**, **we** will not see them. **You** must give the **appointed representative** instructions for this purpose.
- b) **We** must be advised as quickly as possible if there is no longer **reasonable prospects** and no further **legal costs** should be incurred without **our** consent.
- c) **We** will not have to keep any promise which **you** give to the **appointed representative** or which **you** or the **appointed representative** gives to any person about paying fees or expenses without **our** written permission.

If **you** withdraw from **legal proceedings**

- d) The **appointed representative** will act for **you** during **your** claim. If, at any stage, **you** intend to withdraw instructions please contact **us** as soon as possible in order for **us** to consider **your** intention and its potential result. If **you** withdraw without **our** written agreement all **legal costs** become **your** responsibility and **we** may claim back from **you** any amounts **we** have already paid.

- If the **appointed representative** withdraws from **legal proceedings**
- e) If the **appointed representative** refuses to act for **you** with good reason, **we** will give consideration to the circumstances of this action and to **your** chances of success.
  - f) Cover under this section of the **policy** terminates as soon as the **appointed representative** refuses to act for **you** unless **we** still think **you** have **reasonable prospects** and **we** give **our** permission to continue, at which point **we** will arrange for another representative to be instructed.

## Our rights

**We** are entitled to:

- a) take over, defend or settle any claim or **legal proceedings** in **your** name;
- b) take legal action at **our** expense and for **our** benefit, but in **your** name, to recover any payment **we** have made under this **policy**;
- c) receive from **you** any information **we** may need;
- d) liaise with the **appointed representative** and receive any information or documents relevant to **your** claim;
- e) get the **appointed representative's** opinion on the chances of **your** case succeeding and any judgment being enforced; and
- f) decide not to commence or to terminate **legal proceedings** at any time and pay **you** up to or equal to the amount that **you** are claiming for or the amount being claimed against **you**.

## Withdrawal of legal proceedings by us

**We** may at any time withdraw **our** support for **your** claim:

- a) if **we** decide that there are no longer **reasonable prospects** for success or enforcement of any judgement or potential judgement are insufficient to justify **our** continuing support;
- b) if **we** feel that **your** interests are better served by other means;
- c) following **your** refusal to accept any reasonable settlement of **your** claim;
- d) if **you** act in a way which may prejudice the settlement of **your** claim; or
- e) if **you** fail to co-operate with **us** or the **appointed representative** or fail to follow their advice.

In that case, **we** will write and explain **our** reasons for withdrawing support and in the event of **you** acting in a manner prejudicial to **your** claim or failing to co-operate as stated above, **we** reserve the right not to meet any further **legal costs** or expenses incurred and to seek reimbursement from **you** of all costs paid under the **policy**. If **you** or **we** disagree, we can both refer the matter to arbitration.

## Recovery of payments made

The payment of claims is dependent on:

- a) **your** recognition of **our** right to take proceedings in **your** name, but at **our** expense;
- b) **you** providing every reasonable assistance to **us** and to **your appointed representative** to enable **us** to recover for **our** benefit the amount of any payments under this **policy**; and
- c) where a person is ordered or agrees to pay **your legal costs** and expenses, and compensation, either in full or by instalments, these instalments will be paid to **us** until **we** have recovered the total amount that the other person was ordered or agreed to pay by way of **legal costs** and expenses charges.

## Appointed representatives' costs, witness costs and other expenses

**We** will not pay any costs and/or expenses:

- a) which **you** or **your representative** incur before **we** have accepted **your** claim;
- b) which **you** or **your representative** incur without **our** written permission or which are higher than the amounts **we** have agreed to;
- c) as a result of **your** failing to provide instructions or information to the **appointed representatives**;
- d) as a result of **you** acting against **your appointed representative's** advice or in a way which may prejudice the settlement of the claim; or
- e) as a result of **you** or anyone acting for **you** making a claim that is false or fraudulent in any way.

# Additional cover - Replacement Car Extension for Theft and Total Loss

(Comprehensive policies only)

**Your Schedule** shows if **you** are covered under this section of the **policy**. This section should be read in conjunction with 'General exceptions' on pages 31 and 32, 'General conditions' on pages 33 to 35 and 'How to make a claim' on pages 36 to 38.

## We cover the following

If **your vehicle** is damaged in circumstances that give rise to a valid claim under Part 1 of the 'Loss or damage' section of the **policy**, **we** will ask **our** nominated supplier to provide **you** with a replacement car when:

- **your vehicle** has been stolen; or
- when **your vehicle** is declared a total loss, either verbally or in writing, because the damage to **your vehicle** is irreparable or beyond economical repair; or
- **you** claim or **we** offer to settle under any new vehicle benefit clause that may apply under the **policy**.

**We** will automatically extend the cover provided by this **policy** to the replacement car that **our** nominated supplier provides. **Our** existing **policy** terms and conditions will apply unless **our** nominated supplier advises **you** that they are providing alternative insurance free of charge, in which case **you** will be advised of any differences in the terms, conditions and excesses that apply.

## We do not cover the following

The cost of a replacement car:

- after **you** have had the replacement car for 21 days; or
- seven days following the acceptance of **our** offer in settlement of **your** claim; or
- the day **you** or **we** replace **your vehicle**; whichever happens first.

The cost of a replacement car if the loss or damage happens outside of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

All fuel, fares, fines and fees relating to the replacement car whilst in **your** possession.

# General exceptions applicable to all of the policy

You are not covered for any of the following:

## 1. Use of the vehicle

When **your vehicle**:

- is being driven by or is in the charge of any person not allowed to do so under **your Certificate of Insurance** other than in an emergency as defined under Part 2 of the 'Liability to others' section;
- is being used other than for the purposes shown in **your Certificate of Insurance**;
- is being driven with **your** permission by any person who **you** know has never held a driving licence; is disqualified from holding or obtaining a driving licence; or is breaking the conditions of their driving licence;
- is towing for reward a caravan, trailer or disabled mechanically propelled vehicle;
- is towing more than one caravan, trailer or disabled mechanically propelled vehicle at any one time.

This exception does not apply if **your vehicle** is:

- being serviced or repaired by a member of the motor trade;
- stolen or taken away without **your** permission;
- being parked by a car-parking service.

## 2. Contractual liability

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

## 3. Indirect losses

Any losses that are not directly associated with the incident that caused **you** to claim, unless specifically stated in this **policy**.

## 4. War

Any loss or damage caused by war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power.

## 5. 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.

## 6. Riot and earthquake

Cover except under the 'Liability to others' section for any accident, injury, loss or damage caused by:

- earthquake;
- riot or civil commotion if it happens outside Gibraltar, England, Scotland, Wales, the Isle of Man or the Channel Islands.

## 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. Use on airfields

Any liability, injury, damage or accident while the **vehicle** is parked or is being driven in any part of an airport or airfield set aside for:

- moving, taking off or landing of aircraft;
- aircraft parking areas and associated roads, and ground equipment parking, maintenance and refuelling areas;
- Customs examination areas of passenger terminals.

## 9. Pollution

Liability for, death, injury, damage or loss caused directly or indirectly by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected event which happens during the period of cover.

**We** will treat all pollution or contamination which arises out of one event as having happened at the time the event took place.

This exception will not apply in circumstances where **we** have to meet any compulsory motor insurance laws.

## 10. 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 the **insurer**. Details will be passed to the Police and fraud prevention agencies. Any claim considered to be fraudulent will not be met and all cover under the **policy** will be forfeited.

## 11. Theft claims

Any theft claim unless:

- **you** have reported the theft to the nearest Police authority as quickly as possible, preferably within 24 hours of discovery;
- **you** have obtained a police crime reference number and details of the police station the crime was reported to;
- **your vehicle** is fully locked and secured and any keys and/or any other device(s) that unlock **your vehicle** are removed when it is left unattended or unoccupied.

## 12. Confiscation

Any loss or damage resulting from the legal confiscation of **your vehicle** by Customs and Excise, Police or any other Government Authority.

Please note: **Your Certificate of Insurance** cannot be used to secure the release of any vehicle, which has been seized by, or on behalf of, any government or public authority, other than **your vehicle** identified on **your Certificate of Insurance** by its registration mark.



# 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 Schedule**, is true and complete.

The insurance cover this **policy** provides depends on the terms, exceptions and conditions in this **Policy** Booklet and the **Schedule**, including any **endorsements**, which must be read as one document. Everyone claiming cover must do everything the **policy** requires for it to stay in force.

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

## 2. Accidents and losses

**You** or **your** legal personal representatives must give **us** as quickly as possible full details of any incident which could lead to a claim under this **policy**. **You** must also send **us** unanswered any letters, notices, writs or summonses **you** receive to do with the claim. If **you** know of any possible prosecutions, inquests or fatal accident inquiries **you** must tell **us** as quickly as possible in writing.

**You** must not admit responsibility or offer or promise anything without **our** written permission.

If **we** wish **we** may take over and deal with **your** claim in **your** name. **We** may also pursue any claim to recover for **our** benefit any money **we** have paid out under this **policy**. Anyone claiming cover under this **policy** must give **us** whatever information, documentation and help **we** need.

If at the time a claim is made under this **policy** any other policy exists that would cover the claim, **we** will pay only **our** share of the claim unless it says differently in this **policy**.

If **you** claim under this **policy** and **you** are paying **your** premium under an insurance credit scheme **we** may take from any claim settlement any amount **you** owe **us**.

If **we** provide a service that it subsequently transpires **you** are not entitled to, **you** may have to pay for the service provided.

If under the 'Driving in a **medical** or **motoring emergency**' section of the **policy** **we** must settle a claim that was not a **medical** or **motoring emergency** **we** can ask **you** or the person who incurred the liability to pay **us** that amount.

If the law of any country in which **you** are covered by this **policy** says **we** must settle a claim which **we** would not otherwise have paid **we** can ask **you** or the person who incurred the liability to pay **us** that amount.

If **we** accept a claim for loss or damage to **your 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**.

## 3. Your responsibility

### a. Taking care of your vehicle

**You** must do all **you** can to protect **your vehicle** and its contents from loss or damage and keep and maintain **your vehicle** in a roadworthy condition. If **we** ask, **you** must let **us** examine **your vehicle** at any reasonable time.

**Your vehicle** must have a current MOT certificate if applicable.

### b. Keeping your policy up to date

**You** must tell **us** of any material changes in circumstances. Changes that must be advised include the following:

- change to the **vehicle** that **you** wish to insure under this **policy** - **you** will not be insured until a cover note or revised **Certificate of Insurance** has been issued;
- any change to **your vehicle** from the manufacturer's standard specification;
- change of ownership of **your vehicle**;

- change of main user of **your vehicle**;
- change of address, including where **your vehicle** will be kept overnight and where **you** primarily reside;
- change to the use of **your vehicle**;
- change to **your** occupation or the occupations of any of the named 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.

Changes that must be advised when the **policy** is renewed include the following:

- change to the driver details, including details of any motoring conviction, pending motoring conviction or fixed penalty offence involving a driver;
- any change to **your** annual mileage.

This is not a full list and **you** should let **us** know if any of the details **you** have already given **us** change, once **you** have told **us** about a change **we** will reassess **your** cover and premium. If **you** do not inform **us**, it is possible that a claim will not be covered.

#### 4. Cancellation within the first 14 days

If **you** have paid **your** renewal premium for **your** forthcoming renewal and wish to cancel before commencement **you** will be entitled to a full refund of this premium.

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

If a printed **Certificate of Insurance** was sent to **you** by post **you** must return it to **us** when cancelling **your policy**. Alternatively, if **you** received **your Certificate of Insurance** by e-mail, to cancel **your policy you** must complete

and return the **Cancellation declaration form**.

Cancellation will take effect from the date **we** receive **your Certificate of Insurance** or completed **Cancellation declaration form**, or from the date **we** and **you** have agreed the cancellation will take effect.

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.

#### 5. Cancellation rights

If this **policy** does not meet **your** needs **you** have the right to cancel it at any point during its duration. If a printed **Certificate of Insurance** was sent to **you** by post **you** must return it to **us** when cancelling **your policy**. Alternatively, if **you** received **your Certificate of Insurance** by e-mail, to cancel **your policy you** must complete and return the **Cancellation declaration form**.

Cancellation will take effect from the date **we** receive **your Certificate of Insurance** or completed **Cancellation declaration form**, 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** will charge an **administration fee**.

**We**, or **Saga** on **our** behalf, may cancel this **policy** by giving **you** seven days' notice by recorded delivery letter to **your** last known address. If a printed **Certificate of Insurance** was sent to **you** by post **you** must return it to **us**. If **you** received **your Certificate of Insurance** by e-mail any copies stored or printed must be deleted or destroyed. **We** will then refund to **you** the unused part of **your** premium. **Saga** will 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.

If **you** have selected Accident Healthcare, please be advised this cover will automatically be cancelled at the same time and **we** will refund any premium owing to **you** on a pro rata basis, if a claim has not been made. If **you** require treatment as the result of a road traffic accident, which occurred prior to cancelling the **policy**, **you** are eligible to receive treatment for up to 12 months after the date of the road traffic accident, regardless of whether the **policy** has been cancelled.

# Useful information - to be read in conjunction with your policy information

## Saga Claims Service - How to make a claim

1. If your vehicle, accessories or spare parts have been lost or damaged, please check your Schedule and policy to make sure the claim is covered. If your vehicle is damaged you must do what you can reasonably do to protect your vehicle and its accessories.
2. Please read the 'Accidents and losses' section of the 'General conditions' on page 33 for details of the claims conditions.
3. If the event is covered, or if you are in any doubt, call the Saga Claims Line 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, as according to your Schedule and the cover that you have chosen. Whenever 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 vehicle is not covered by this policy because you have not arranged Comprehensive cover, but 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 tell 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 vehicle repaired

If your vehicle needs to be repaired we have a nationwide network of repairers who can arrange to start work on your damaged vehicle without delay. Once we have taken details of your claim, we will contact the nearest network repairer for you. Our network repairers may not be able to deal with all types of vehicles, e.g. motorhomes.

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

## Replacement car to keep you mobile

If you have Comprehensive cover and as part of a valid claim your vehicle is being repaired by one of our network repairers following an accident, we will ask our nominated supplier to provide you with a car to keep you mobile while repairs are carried out.

## When repairs are complete

The repairer will let you know when your vehicle can be collected or delivery arranged. If you have a replacement car this must be returned at the same time. When you collect your vehicle you will need to pay the repairer any policy excess and/or contribution, which may be applicable.

## If your vehicle is a total loss

If your vehicle is irreparable or damaged beyond economical repair it will be considered a total loss. Once this is determined we will immediately move your vehicle to a place of free storage, so please ensure that wherever possible all your personal effects are removed from your vehicle. You should note that all total loss vehicles are placed on an industry-wide register to guard against fraud and this information is shared between insurance companies.

Please remember that you are responsible for paying any excess that applies to your claim. The excess is the first amount of each claim you have to pay.

Before settlement is made you will need to provide us with:

- your Certificate of Insurance;
- the vehicle registration document;
- the vehicle MOT test certificate;
- all sets of vehicle keys;
- the vehicle purchase receipt;
- details of any outstanding finance relating to the vehicle;

- any other documentation that you may wish us to take into account, such as the vehicle's servicing history.

You will be contacted to agree a valuation for your vehicle (we may require your vehicle to be inspected by an engineer) subject to deduction of any applicable policy excess, outstanding finance and any premium still to be paid. Once you have accepted this amount and subject to all information and documentation being in order, we will issue you with a payment, and the vehicle will become our property.

## If your vehicle is stolen

If your vehicle is stolen and recovered with damage, it will either be repaired or a total loss payment made in the manner already described. If the vehicle is not recovered this will also be treated as a total loss. We may arrange for our representative to visit you to help us with our investigation of theft claims.

## Cherished or personal plates

If your vehicle is stolen and not recovered or rendered a total loss, you should contact DVLA or DVANI at the earliest opportunity to make the necessary arrangements to transfer the plate to a replacement vehicle. Please note that failure to do so may result in you losing the right to retain the cherished or personal plate.

## If a third party is involved

DO NOT ADMIT LIABILITY. Please obtain names, addresses and telephone numbers of those involved (e.g. drivers, passengers, pedestrians and witnesses). Please also obtain insurance details for any vehicles involved and offer your insurance details to anyone involved in the accident. Forward any third party correspondence to us unanswered. Do not attempt to deal with any claim yourself unless agreed by us.

# Combating fraud

## Glass repair and replacement

If you have Comprehensive cover we will cover loss of or damage to your vehicle's windscreen, windows and glass sunroof (excluding panoramic glassroofs) and any damage to the bodywork, which is caused by the broken glass. Call the Saga Glass Line on **0845 302 0216**. If the glass is replaced by a glass repairer not previously approved by us, we will not pay more than £100 after deducting your excess. If you are abroad please call **+44 1303 772 153**.

Glass damage can often be repaired if you act quickly and call the Saga Glass Line as soon as possible. Simply produce your current Certificate of Insurance at the time of repair. No excess will apply and there will be nothing to pay. If the glass is repaired by a glass repairer not previously approved by us, we will not pay the first £25 of each repair.

If the glass has to be replaced, the Saga Glass Line will arrange a convenient time and location to replace your glass. You will need to produce your Certificate of Insurance and have to pay any excess that applies.

Please remember that you are responsible for paying any excess that applies to your claim. The excess is the amount of each claim you have to pay and you will need to pay this once the work has been carried out.

## Fair processing notices

As part of our fraud prevention process we will complete a number of enquiries to check the details you provide us with. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

The insurer and other organisations may also access and use this information to prevent fraud and financial crime, for example, when:

- checking details on applications for credit and credit related or other facilities;
- managing credit and credit related accounts or facilities and recovering debt;
- checking details on proposals and claims for all types of insurance;
- checking details of job applicants and employees.

The insurer and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies in the United Kingdom.

If you would like to receive details of the fraud prevention agencies we use please contact the Saga Services Head of Fraud, Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

## Future underwriter changes

Your Saga Motor Insurance policy is currently provided and underwritten by your insurer as part of an agreement between Saga Services Limited and them. 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 motor 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 366 1601**.

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

### Customer service

For questions about your motor insurance policy

from the UK

**0845 366 1601**

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

from abroad

**+44 1303 773 486**

### Saga Glass Line

For glass repair or replacement

from the UK

**0845 302 0216**

24 hours a day, 7 days a week.

from abroad

**+44 1303 772 153**

### For legal help and advice

from the UK

**0845 300 0724**

24 hours a day, 7 days a week.

If you have a hearing or speech impairment, you can also contact us by e-mailing [dda@saga.co.uk](mailto:dda@saga.co.uk)

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