



YOUR POLICY BOOK  
**BREAKDOWN ASSISTANCE**

**SAGA**  
Experience is everything



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## WELCOME TO SAGA BREAKDOWN ASSISTANCE

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

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

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

## INTRODUCTION

The words shown in bold print are defined on [page 4](#).

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

- the **Policy** Book and
- the **Certificate**.

It is based on the information **you** have given **us**. Any advice leaflet or similar literature **you** receive about this insurance does not form part of **your** contract.

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

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

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

### The language and law applicable to this policy

The terms and conditions and all other information concerning this insurance are supplied in the English language and **we** undertake to communicate in this language for the duration of the policy. Unless **we** have agreed otherwise, this contract will be governed by the law of England and Wales.

### Complaints process

**We** aim 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 to resolve the situation. If **you** have a query or a complaint, please refer to **your** documents, which show telephone numbers and **our** address details if **you** prefer to write to **us**.

### Changes to your policy details or cover

It is important that **you** tell **us** of any changes that occur since the insurance started or since the last renewal date. If **you** do not it is possible that a claim will not be covered. Some examples of changes are given below; if **you** are in any doubt whether a change needs to be advised, please contact Customer Services on **0800 656 9915**.

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

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

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

### Renewal process

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

## 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>Certificate</b>	A record of <b>your</b> insurance. Please read the <b>Certificate</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>Certificate</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 <b>period of cover</b> ).	<b>Insured vehicle</b>	Any vehicle <b>we</b> have agreed to cover and which is shown on <b>your Certificate</b> under this <b>policy</b> which complies with the vehicle specifications described in General condition 2 on <a href="#">page 24</a> .
<b>Force majeure event</b>	An event beyond <b>our</b> reasonable control which includes without limitation fire, flood, inclement weather, earthquake, accident, civil disturbances, war, rationing, embargoes, <b>strikes</b> , labour problems, delays in transportation, inability to secure necessary materials, delay or failure of performance of any supplier or subcontractor (which cannot reasonably be avoided by <b>us</b> ), acts of God and acts of government.	<b>Insurer</b>	The insurer shown in <b>your</b> documents.
<b>Home</b>	<b>Your</b> permanent place of residence in the <b>United Kingdom</b> .	<b>Period of cover</b>	The period between the start date of <b>your</b> cover and the expiry date shown on <b>your</b> current <b>Certificate</b> .
<b>Insured incident</b>	Immobilisation of the <b>insured vehicle</b> as a result of breakdown, road accident, malicious damage, accidental damage, fire, flat tyre, lack of fuel or charge, flat battery, loss or breakage of vehicle keys, within the <b>United Kingdom</b> .	<b>Policy</b>	This book and <b>your Certificate</b> , which together form the details of the contract between <b>you</b> and <b>us</b> .
<b>Insured person(s)</b>	<b>You</b> and any other person (up to the number of passengers allowed as shown in the Vehicle Registration Document) who, at the time of the <b>insured incident</b> , is driving or riding as a passenger in the <b>insured vehicle</b> with <b>your</b> permission and is not a hitch-hiker.	<b>Policyholder</b>	The person named on <b>your Certificate</b> .
		<b>Saga</b>	Saga Services Limited
		<b>Strike(s)</b>	Any form of industrial action taken by workers, carried out with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.
		<b>United Kingdom</b>	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
		<b>We, Us, Our</b>	The <b>insurer</b> .
		<b>You, Your</b>	The <b>policyholder</b> whose name is on the <b>Certificate</b> or, in the event of the <b>policyholder's</b> death, the <b>policyholder's</b> legal personal representatives.

## COVER DETAILS

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

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

**You** are covered for up to five call outs in any **period of cover** when driving abroad. Any additional call outs will be at a cost to the **policyholder**.

If the **insured person** becomes ill during a journey in the **United Kingdom** and no one within the party can drive the **insured vehicle**, **we** may be able to provide a replacement driver. This service is discretionary, and **we** will decide whether or not to provide this service.

## SECTION 1 – Roadside assistance

This section should be read in conjunction with the 'General exceptions' on [pages 23 and 24](#), 'General conditions' on [pages 24 to 27](#) and 'What to do if **you** have a breakdown or accident' on [page 27](#).

We cover the following	We do not cover the following
<p>Following an <b>insured incident</b> occurring at least 1/4 mile from either <b>your home</b> or the place where the <b>insured vehicle</b> is usually kept, <b>we</b> will arrange for roadside assistance and, if necessary, transportation of the <b>insured vehicle</b> and <b>insured persons</b> to either:</p> <ul style="list-style-type: none"><li>• a single destination of <b>your</b> choice in the <b>United Kingdom</b> within ten miles of the <b>insured incident</b>; or</li><li>• a suitable repairer of <b>your</b> choice in the <b>United Kingdom</b> within ten miles of the <b>insured incident</b>.</li></ul> <p>Assistance will be provided until <b>we</b> or <b>our</b> service provider consider that the <b>insured vehicle</b> cannot be repaired at the roadside.</p> <p>If <b>we</b> recover the <b>insured vehicle</b> to a garage, <b>we</b> will reimburse <b>you</b> for taxi costs to continue the journey to a single destination within 20 miles.</p> <p><b>We</b> will also, if necessary, relay up to three telephone messages to advise of unforeseen travel delays.</p>	<p>Any <b>insured incident</b> occurring within 1/4 mile of either <b>your home</b> or the place where the <b>insured vehicle</b> is usually kept.</p> <p>Any extra costs if the <b>insured vehicle</b> cannot be repaired at the roadside and/or has been transported to the location of <b>your</b> choice.</p> <p>Any extra costs where transportation of the <b>insured vehicle</b> exceeds ten miles.</p>

## SECTION 2 – Caravan and trailer cover

This section should be read in conjunction with the 'General exceptions' on [pages 23 and 24](#), 'General conditions' on [pages 24 to 27](#) and 'What to do if **you** have a breakdown or accident' on [page 27](#).

We cover the following	We do not cover the following
<p><b>Your</b> caravan or trailer will have the same cover as the <b>insured vehicle</b> when being towed by the <b>insured vehicle</b> provided:</p> <ol style="list-style-type: none"><li>1. it conforms to The Motor Vehicles (Constructions and Use) Regulations 1986, as amended or replaced from time to time; and</li><li>2. fits to a standard 50mm towball; and</li><li>3. is of a proprietary make.</li></ol>	<p>Any caravan or trailer that does not meet the conditions opposite.</p>

## SECTION 3 – Recovery after an accident

This section should be read in conjunction with the 'General exceptions' on [pages 23 and 24](#), 'General conditions' on [pages 24 to 27](#) and 'What to do if **you** have a breakdown or accident' on [page 27](#).

We cover the following	We do not cover the following
<ol style="list-style-type: none"><li>1. If the <b>insured vehicle</b> cannot be driven as a result of an accident in the <b>United Kingdom</b>, we will take the <b>insured vehicle</b> and <b>insured persons</b> to a single destination of <b>your</b> choice in the <b>United Kingdom</b>; and</li><li>2. we will then take the insured vehicle to a suitable repairer of your choice within ten miles of your chosen destination. If we recover the insured vehicle to a <b>garage</b>, we will reimburse you for taxi costs to continue the journey to a single destination within 20 miles.</li></ol>	<p>Recovery of the <b>insured vehicle</b> to a repairer more than ten miles from <b>your</b> destination.</p>

## SECTION 4 – Home call

This section only applies if it is included under **your** cover level in the table on [page 5](#). This section should be read in conjunction with the 'General exceptions' on [pages 23 and 24](#), 'General conditions' on [pages 24 to 27](#) and 'What to do if **you** have a breakdown or accident' on [page 27](#).

We cover the following	We do not cover the following
<p>If an <b>insured incident</b> takes place within 1/4 mile of <b>your home</b> or the place where the <b>insured vehicle</b> is usually kept, <b>we</b> will arrange for roadside assistance and, if necessary, transportation of the <b>insured vehicle</b> and <b>insured persons</b>, to either:</p> <ul style="list-style-type: none"><li>• a single destination of <b>your</b> choice in the <b>United Kingdom</b> within ten miles of the <b>insured incident</b>; or</li><li>• a suitable repairer of <b>your</b> choice in the <b>United Kingdom</b> within ten miles of the <b>insured incident</b>.</li></ul> <p>Assistance will be provided until <b>we</b> or <b>our</b> service provider consider that the <b>insured vehicle</b> cannot be repaired at the roadside.</p> <p>If <b>we</b> recover the <b>insured vehicle</b> to a garage, <b>we</b> will reimburse <b>you</b> for taxi costs to continue the journey to a single destination within 20 miles.</p> <p><b>We</b> will also, if necessary, relay up to three telephone messages to advise of unforeseen travel delays.</p>	<p>Any extra costs where transportation of the <b>insured vehicle</b> exceeds ten miles.</p> <p>Any extra costs if the <b>insured vehicle</b> cannot be repaired at the roadside and/or has been transported to the location of <b>your</b> choice.</p>



## SECTION 5 – National recovery

This section only applies if it is included under **your** cover level in the table on [page 5](#). This section should be read in conjunction with the ‘General exceptions’ on [pages 23 and 24](#), ‘General conditions’ on [pages 24 to 27](#) and ‘What to do if **you** have a breakdown or accident’ on [page 27](#).

We cover the following	We do not cover the following
<p>Following an <b>insured incident</b> occurring at least 1/4 mile from either <b>your home</b> or the place where the <b>insured vehicle</b> is usually kept, <b>we</b> or <b>our</b> service provider will decide whether the <b>insured vehicle</b> can be repaired at the roadside by the end of the working day or whether it will need to be recovered. <b>We</b> will arrange for roadside assistance and, if necessary, transportation of the <b>insured vehicle</b> and <b>insured persons</b>, to <b>your</b> choice of the following in the <b>United Kingdom</b>:</p> <ul style="list-style-type: none"><li>• <b>your home</b>; or</li><li>• <b>your</b> original intended destination; or</li><li>• a suitable repairer of <b>your</b> choice within ten miles of either the <b>insured incident</b>, <b>your home</b> or <b>your</b> original intended destination.</li></ul> <p><b>We</b> will also, if necessary, relay up to three telephone messages to advise of unforeseen travel delays.</p>	<p>Any <b>insured incident</b> occurring within 1/4 mile of either <b>your home</b> or the place where the <b>insured vehicle</b> is usually kept.</p> <p>Any extra costs if the <b>insured vehicle</b> cannot be repaired at the roadside and/or has been transported to the location of <b>your</b> choice.</p>

## SECTION 6 – Driver care

This section only applies if it is included under **your** cover level in the table on [page 5](#). This section should be read in conjunction with the ‘General exceptions’ on [pages 23 and 24](#), ‘General conditions’ on [pages 24 to 27](#) and ‘What to do if **you** have a breakdown or accident’ on [page 27](#).

We cover the following	We do not cover the following
<p>If it is apparent that repairs to the <b>insured vehicle</b> cannot be effected by <b>us</b> by the end of the working day, or if the <b>insured vehicle</b> has been stolen and not recovered, or is recovered but not in a roadworthy condition all on the same day, <b>we</b> will arrange and pay for the transportation of the <b>insured vehicle</b> and <b>insured persons</b>, to <b>your</b> choice of the following in the <b>United Kingdom</b>:</p> <ul style="list-style-type: none"><li>• <b>your home</b>; or</li><li>• <b>your</b> original intended destination; or</li><li>• a suitable repairer of <b>your</b> choice within ten miles of either the <b>insured incident</b>, <b>your home</b> or <b>your</b> original intended destination.</li></ul> <p><b>We</b> will also, if necessary, relay up to three telephone messages to advise of unforeseen travel delays.</p> <p><b>We</b> will also, if necessary, pay for one single, standard class ticket by air, rail, taxi or public transport in the <b>United Kingdom</b> for <b>you</b> or any authorised driver to collect the <b>insured vehicle</b> following repair, up to a maximum cost of £150.</p> <p><b>We</b> will also provide <b>you</b>, in the <b>United Kingdom</b>, with <b>your</b> choice of one of the following three options, subject to availability and the most appropriate option based on <b>our</b> expertise. In doing so <b>we</b> will consult with <b>you</b>, acting reasonably at all times:</p> <ul style="list-style-type: none"><li>• where available, and subject to <b>you</b> or the <b>insured person</b> meeting the terms and conditions of the hirer, a hire car of an equivalent level to the <b>insured vehicle</b> up to a maximum of 2000cc for two consecutive days, or until the <b>insured vehicle</b> has been fixed, if sooner (<b>we</b> cannot guarantee that the hire car will be fitted with a roof rack or tow bar), or</li></ul>	<p>Any costs which <b>we</b> have not been notified of at the time of the <b>insured incident</b> and which <b>we</b> have not previously agreed.</p> <p>Vehicle hire in the event of the <b>insured vehicle</b> requiring routine servicing, being out of use temporarily under warranty or for other repair work to correct non-immobilising faults or undergoing repair of cosmetic damage.</p> <p>The cost of any fuel and oil used, any lost deposit due to damage to the replacement vehicle or failure to replace the fuel or any additional insurance offered by the replacement vehicle hirers.</p> <p>Any fines, tolls or other costs that <b>you</b> would have to pay in continuing <b>your</b> journey.</p> <p>Any vehicle hire costs incurred if the hire commences more than 48 hours after the occurrence of the <b>insured incident</b>.</p> <p>Any expenses incurred for alcoholic drinks.</p> <p>More than one night of overnight accommodation.</p>

### We cover the following

- the cost for the **insured persons** to either continue the journey or return to **your home** by **your** choice of alternative transport, up to a maximum cost of £150 per person, or £500 for the whole party, whichever is less; or
- overnight bed and breakfast accommodation, for one night whilst awaiting repairs, provided that the **insured incident** occurs more than 25 miles from **your home** or **your** original intended destination, up to a maximum cost of £150 per **insured person** or £600 for the whole party, whichever is less.

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#### Provision of a chauffeur

If **your** only driver cannot drive because of accidental injury, sudden illness or death, **we** will:

- arrange a chauffeur to take the **insured persons**, the **insured vehicle** and **your** baggage to **your** destination in the **United Kingdom**;
- arrange to get the patient home or to a local hospital as soon as they are fit to travel.

**We** will need to see all medical and other evidence.

### We do not cover the following

## SECTION 7 – European cover

This section only applies if it is included under **your** cover level in the table on [page 5](#). This section should be read in conjunction with the ‘General exceptions’ on [pages 23 and 24](#), ‘General conditions’ on [pages 24 to 27](#) and ‘What to do if **you** have a breakdown or accident’ on [page 27](#).

### Geographical limits

Albania, Andorra, Armenia, Austria, Azerbaijan, Balearics, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, the Netherlands, Norway, Poland, Portugal, Romania, Russian mainland (west of Urals), San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar, the Republic of Ireland, Ukraine and Vatican City.

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

**Lawyer** The legal representative or firm of lawyers or other suitably qualified person, firm or company acting for **you**.

**Reasonable prospects** Where **we** consider there is a 51% and above chance of succeeding with **your** 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.

**Trip** A journey abroad within the **geographical limits** during the **period of cover** commencing and ending in the **United Kingdom**. **We** may ask for proof of this.

### 7.1 – Roadside assistance and towing

We cover the following	We do not cover the following
<p><b>We will:</b></p> <ol style="list-style-type: none"><li>1. arrange and pay for labour and call-out charges involved in providing roadside assistance after an <b>insured incident</b> within the <b>geographical limits</b>, if <b>we</b> or <b>our</b> service providers consider that the <b>insured vehicle</b> can be repaired at the roadside; or</li></ol>	<p>Any charges for storing the <b>insured vehicle</b>.</p> <p>Any costs for spare parts, garage labour and materials used by the local repairer in repairing the <b>insured vehicle</b>.</p> <p>If, following an <b>insured incident</b>, the <b>insured vehicle</b> needs to be repaired, <b>you</b> must not delay or refuse repairs whilst <b>you</b> are within the <b>geographical limits</b>. If <b>you</b> do, and in <b>our</b> reasonable</p>

We cover the following	We do not cover the following
<p><b>2.</b> recover the <b>insured vehicle</b> to a local garage or safe storage place after an <b>insured incident</b>, and</p> <ul style="list-style-type: none"> <li>• pay for the initial fault diagnosis; and</li> <li>• contribute towards the garage labour charges up to £150 when the <b>insured vehicle</b> can be repaired on the same day; and</li> <li>• help <b>you</b> purchase replacement parts if they cannot be found locally, and pay for them to be delivered.</li> </ul>	<p>opinion, that would lead to additional costs being incurred, <b>we</b> reserve the right to refuse to provide cover.</p>

## 7.2 – Loss of use of the insured vehicle

We cover the following	We do not cover the following
<p>If at any time during <b>your trip</b>, <b>you</b> cannot use the <b>insured vehicle</b> because of an <b>insured incident</b> within the <b>geographical limits</b>, and <b>we</b> or <b>our</b> service providers reasonably believe that the <b>insured vehicle</b> will be out of use for more than eight hours; or if the <b>insured vehicle</b> is stolen within the <b>geographical limits</b> and not recovered within eight hours, <b>we</b> will organise and pay for the costs of one of the following, subject to availability:</p> <ol style="list-style-type: none"> <li><b>1.</b> taking all <b>insured persons</b>, and <b>your</b> luggage to <b>your</b> original intended destination, within the <b>geographical limits</b>, and then returning <b>you</b> to the <b>insured vehicle</b> after it has been repaired;</li> </ol> <p>or</p> <ol style="list-style-type: none"> <li><b>2.</b> accommodation, including one daily meal for all <b>insured persons</b> while the <b>insured vehicle</b> is repaired, up to a maximum of £50 a day for each person for up to five days; or</li> <li><b>3.</b> a hire car while the <b>insured vehicle</b> remains unserviceable or is repatriated for up to 14 consecutive days in total. In some</li> </ol>	<p>The cost of any fuel and oil used, any lost deposit due to damage to the replacement vehicle or failure to replace the fuel or any additional insurance offered by the replacement vehicle hirers.</p> <p>Any fines, tolls or other costs that <b>you</b> would have to pay in continuing <b>your trip</b>.</p> <p>Any expenses incurred for alcoholic drinks.</p> <p>Additional costs for repatriating any animal(s) or pet(s).</p>

We cover the following	We do not cover the following
<p>cases, <b>you</b> may have to pay for the vehicle hire services locally; if this happens, <b>we</b> will give <b>you</b> a refund as long as <b>you</b> have received advanced approval from <b>our</b> European control centre (<b>we</b> cannot guarantee that a hire vehicle will always be available or that it will be fitted with a tow bar or roof rack). <b>You</b> or the <b>insured person</b> must comply with the terms and conditions of the hirer and pay any deposit the vehicle hire company requests.</p> <p>4. a standard class ticket up to £125 per person per day and £1,500 in total for travel by air, rail, taxi or public transport.</p>	

### 7.3 – Emergency repairs

We cover the following	We do not cover the following
<p>If the <b>insured vehicle</b> suffers damage to windows, windscreens or locks caused by forcible or attempted forcible entry, <b>we</b> will reimburse <b>you</b> up to £180 for:</p> <ol style="list-style-type: none"> <li>1. immediate emergency costs incurred in order to continue the <b>trip</b>; or</li> <li>2. the costs of recovering the <b>insured vehicle</b> to a local repairer (excluding any parts) to ensure the <b>insured vehicle</b> is secure and roadworthy.</li> </ol> <p>The break-in must be reported to the police within 24 hours in order to obtain a written report.</p>	

## 7.4 – Returning the insured vehicle to the United Kingdom

We cover the following	We do not cover the following
<p>If the <b>insured vehicle</b> cannot be repaired, following an <b>insured incident</b> within the <b>geographical limits</b>, before <b>your</b> scheduled return to the <b>United Kingdom</b>, or the <b>insured vehicle</b> is stolen within the <b>geographical limits</b> and not recovered until after <b>you</b> have returned to the <b>United Kingdom</b>, subject to <b>you</b> making all travel arrangements in advance with <b>us</b>, ensuring all costs and expenses that are recoverable under this <b>policy</b> are agreed with <b>us</b> in advance and any unused travel tickets <b>you</b> arranged for <b>your trip</b> are used for the repatriation of the <b>insured vehicle</b> before <b>we</b> provide any alternatives under this section, <b>we</b> will pay for the following at <b>our</b> discretion:</p> <ol style="list-style-type: none"><li>1. the costs of taking all <b>insured persons</b> and <b>your</b> luggage to <b>your home</b> in the <b>United Kingdom</b> by a route and method of <b>our</b> choice. <b>We</b> will also pay for the <b>insured vehicle</b> to be taken to <b>your home</b> or to a repairer of <b>your</b> choice in the <b>United Kingdom</b>; and</li><li>2. if <b>you</b> have to leave the <b>insured vehicle</b> abroad, <b>we</b> will pay the cost of one standard class single ticket by rail or sea at <b>our</b> discretion and, subject to availability (or by air if the train or boat journey would be longer than 12 hours), for <b>you</b> or a driver of <b>your</b> choice to collect the <b>insured vehicle</b>; and</li><li>3. <b>we</b> will also pay any necessary expenses, in <b>our</b> opinion, incurred on the outward journey for <b>you</b> or the driver of <b>your</b> choice collecting the <b>insured vehicle</b>, including accommodation charges. <b>We</b> will pay up to a maximum cost of £600 in total; and</li><li>4. <b>we</b> will also pay any necessary charges for storing the <b>insured vehicle</b> abroad before it is repaired, sent <b>home</b> or legally abandoned.</li></ol>	<p>If the <b>insured vehicle</b> is repaired before <b>your</b> scheduled return to the <b>United Kingdom</b> then <b>you</b> will be responsible for returning the <b>insured vehicle</b> to the <b>United Kingdom</b> at <b>your</b> own cost and for all associated costs.</p> <p>Any amount to repatriate the <b>insured vehicle</b> that exceeds the current market value of the <b>insured vehicle</b> in the <b>United Kingdom</b>. <b>You</b> will need to pay any costs that exceed this amount before <b>we</b> make arrangements.</p> <p>Additional costs for special travel arrangements if any of the <b>insured persons</b> has a medical condition.</p> <p>Additional costs for repatriating any animal(s) or pet(s).</p> <p>Any costs incurred to legally abandon <b>your insured vehicle</b>.</p> <p>Crossing a border from one country to another in the hire car, unless agreed with <b>us</b> and permitted by the hire car provider.</p> <p>Any costs which <b>we</b> have not previously agreed relating to storage once <b>you</b> have been notified that the <b>insured vehicle</b> is ready to collect.</p>

## 7.5 – Providing a chauffeur to return you home

We cover the following	We do not cover the following
<p>If there is an accidental injury, sudden illness or death within the <b>geographical limits</b> which means that there is no <b>insured person</b> with the <b>insured vehicle</b> at the time who can drive the <b>insured vehicle</b>, <b>we</b> will pay for a qualified person to drive the <b>insured vehicle</b> and <b>insured persons</b> back to <b>your home</b> in the <b>United Kingdom</b>. <b>We</b> will need to see all medical and other evidence.</p> <p><b>We</b> will also pay <b>your</b> accommodation costs on <b>your</b> return journey, provided these costs would not have been necessary if the <b>trip</b> had gone ahead as planned. The most <b>we</b> will pay is up to a maximum of £50 a day for each <b>insured person</b>, for up to five days.</p>	<p>The cost of fuel and oil used, any fines, tolls or other costs that <b>you</b> would have to pay in continuing <b>your trip</b>.</p>

## 7.6 – Delivering spare parts

We cover the following	We do not cover the following
<p>If <b>we</b> cannot get hold of the spare parts locally to repair the <b>insured vehicle</b> following an <b>insured incident</b> within the <b>geographical limits</b>, <b>we</b> will arrange to have them delivered to <b>you</b> or the driver of the <b>insured vehicle</b> as quickly as possible.</p>	<p>Any spare parts that:</p> <ul style="list-style-type: none"><li>• are no longer made; or</li><li>• cannot be bought from a wholesaler or agent; or</li><li>• cannot be exported to the country where the <b>insured vehicle</b> is.</li></ul> <p>Any customs duty.</p> <p>Any costs for spare parts, garage labour and materials used by the local repairer in repairing the <b>insured vehicle</b>.</p> <p>Where <b>we</b> have paid such costs on <b>your</b> behalf, <b>we</b> require reimbursement within one month of payment.</p>



## 7.7 – Legal defence

We cover the following	We do not cover the following
<p>Up to £10,000 in respect of legal costs incurred in defending <b>you</b> in a court inside the <b>geographical limits</b> against an alleged motoring offence involving the <b>insured vehicle</b> during a <b>trip</b>.</p> <p>No other assistance will be provided unless <b>you</b> qualify for Saga Breakdown Assistance under another section of this <b>policy</b>.</p> <p>To claim under this part of the <b>policy</b> call 01303 757 322.</p>	<p>Any claim not notified to <b>us</b> within 28 days of <b>you</b> receiving a summons.</p> <p>Defence of any summons issued by a country outside the <b>geographical limits</b>.</p> <p>Any legal costs arising from:</p> <ul style="list-style-type: none"><li>• alleged speeding offences, when no other offence is involved;</li><li>• defence of an alleged offence where, in <b>our</b> opinion, there are no <b>reasonable prospects</b> of affecting the outcome of the prosecution.</li></ul> <p>Any costs or expenses incurred without prior authorisation by <b>us</b>.</p> <p><b>Your</b> travelling and subsistence expenses.</p> <p>Any fines awarded against <b>you</b>.</p>

## 7.8 – Legal expenses

We cover the following	We do not cover the following
<ol style="list-style-type: none"><li>1. <b>Your</b> reasonable legal costs and fees, including making or defending an appeal, that <b>you</b> are ordered to pay by a court or tribunal, arising from a civil action to help <b>you</b> or <b>your</b> personal representative recover compensation following <b>your</b> death or <b>you</b> sustaining bodily injury during <b>your trip</b> in the <b>insured vehicle</b> caused by the fault of another.</li><li>2. <b>We</b> will pay for additional travel expenses in the event <b>you</b>, or any passengers in the <b>insured vehicle</b>, are obliged by a court abroad to attend in connection with an incident giving rise to</li></ol>	<p>Any claim not notified to <b>us</b> within 180 days of the incident.</p> <p>Any legal costs:</p> <ul style="list-style-type: none"><li>• exceeding £10,000 in total;</li><li>• where, in <b>our</b> opinion, there are no <b>reasonable prospects</b> of recovery;w</li><li>• if <b>your</b> personal injury or <b>your</b> death was not sustained during <b>your trip</b>;</li><li>• if the event occurred outside the <b>geographical limits</b>.</li></ul>

We cover the following	We do not cover the following
an action under this section, up to a maximum of £250 per person.	

## Conditions applicable to 7.7 – Legal defence and 7.8 – Legal expenses

Provided that for all claims:

1. If the **lawyer** is satisfied that there are **reasonable prospects** of a recovery **we** will choose a **lawyer** to act on **your** behalf. **You** may choose another representative if there is a conflict of interest, or legal proceedings are about to be commenced. If **you** do exercise **your** right to choose a lawyer the representative **you** choose will become the **lawyer** and **you** must notify **us** as soon as possible of the name, address and contact details of the **lawyer**. **You** will be required to ensure that the **lawyer** complies as appropriate with the terms of this **policy** on **your** behalf by keeping **us** updated regularly with the progress of **your** claim; keeping **us** informed regularly of costs incurred; informing **us** of any settlement offers made to or by **you**; and keeping **us** regularly updated and informed of other things regarding the conduct of **your** claim which may lead to an outcome or a cost that is not anticipated at the commencement of **your** claim.

With **your** prior agreement **we** will be entitled to contact **your lawyer** to discuss, and if possible agree, the rates that will be paid by **us** to the **lawyer** for acting on **your** behalf. The amount that **we** will pay in respect of legal costs (meaning those properly incurred and proportionate fees and expenses charged by the **lawyer**) shall not in any circumstances exceed hourly rates in line with those published in the Senior Courts Cost Office Guide for Summary Assessments of Costs which **your lawyer** will have readily available and which **you** should ask to see. The rate applicable will be the

- guideline rate at the time the work was conducted, for the location in which **your lawyer** carries on business or on **your** home address (whichever is the lower) and for the grade of fee earner which is appropriate for the nature or complexity of the case or task being performed. If **your lawyer** refuses to accept the guideline rates **you** will be liable to pay the **lawyer** any difference between what **we** pay and the amount sought by the **lawyer**.
2. If the **lawyer** refuses to act for **you**, **you** must tell **us** immediately. If this is for reasons related to the **reasonable prospects** of **your** claim or other reason relating to **your** entitlement to cover under this **policy**, **you** must tell **us** and give the **lawyer** permission to share those reasons with **us**. If, after reviewing the information, any new representative confirms that **your** claim still has **reasonable prospects** and **you** have otherwise complied with the **policy** conditions **you** will be entitled to appoint a new **lawyer** in accordance with condition 1.
  3. If there is a dispute between **you** and **us** about this section, we can both refer to an arbitrator who will be a solicitor or barrister we both agree on in writing. If we cannot agree, the President of the local Law Society or the Bar Council will decide on an arbitrator. The decision of the arbitrator will be final and binding and he or she will decide who should pay the costs of the arbitration and resolving the disagreement. If costs are awarded against **you**, they are not covered under this section. This arbitration condition does not affect **your** rights to take separate legal action.

## Legal provider for 7.7 – Legal defence and 7.8 – Legal expenses

We have appointed Arc Legal Assistance Limited to handle the claims made under subsections 7.7 – Legal defence and 7.8 – Legal expenses of the European cover extension of this **policy** on **our** behalf.

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

## 7.9 – Customs regulations

We cover the following	We do not cover the following
<p>If as the result of an <b>insured incident</b> occurring in the <b>geographical limits</b> during a <b>trip</b>, <b>we</b> or <b>our</b> service provider decide the <b>insured vehicle</b> is beyond economic repair, <b>we</b> may arrange for its disposal under Customs supervision in the country of the <b>insured incident</b>. In this case <b>we</b> will be responsible for the necessary Customs formalities.</p> <hr/> <p>If as the result of an <b>insured incident</b> occurring during a <b>trip</b> in the <b>geographical limits</b> the <b>insured vehicle</b> is not taken permanently out of the foreign country within the limited time allowed after import, or <b>you</b> inadvertently fail to observe the import conditions which permit import for a limited time without payment of duty, then <b>we</b> will pay <b>your</b> liability for any Customs duty claimed from <b>you</b> by the country where the <b>insured incident</b> happened, up to a limit of £500.</p>	<hr/> <p>The cost of any other import duties imposed by Customs.</p>

## 7.10 – Missed connection

We cover the following	We do not cover the following
<p>If <b>you</b> have taken every reasonable step to complete the journey to <b>your</b> pre-booked connection on time, but <b>you</b> fail to connect with the service in the <b>geographical limits</b> on the outward part of <b>your trip</b> as a result of:</p> <ol style="list-style-type: none"><li><b>1.</b> <b>you</b> arriving at the departure point in the <b>geographical limits</b> too late to commence the journey due to an <b>insured incident</b> during a <b>trip</b>, providing that <b>you</b> would have been on time for the journey if the <b>insured incident</b> had not happened; or</li><li><b>2.</b> cancellation or curtailment of scheduled public transport due to adverse weather conditions or <b>strike</b> or mechanical breakdown;</li></ol> <p><b>we</b> will arrange and pay for the following, subject to availability:</p> <ul style="list-style-type: none"><li>• storage of the <b>insured vehicle</b> in a secure parking area, if available, near to the departure point for the period of the <b>trip</b>, up to a maximum cost of £100; and</li><li>• a standard class ticket to enable <b>you</b> to continue the <b>trip</b> to/from the original point of departure; and</li><li>• hire of a replacement vehicle, up to a maximum of £450 in total, at the journey destination within the <b>geographical limits</b>.</li></ul>	<p>Any of the detailed benefits following strikes which are public knowledge at the time you purchased your tickets.</p> <p>Any of the detailed benefits following withdrawal from service (whether temporary or otherwise) of a sea vessel or train on the orders or recommendation of the recognised regulatory authority in any country.</p> <p>Claims arising in connection with the inward (return) journey.</p>

## SECTION 8 – Holiday departure cover

This section only applies if it is included under **your** cover level in the table on [page 5](#). This section should be read in conjunction with the ‘General exceptions’ on [pages 23 and 24](#), ‘General conditions’ on [pages 24 to 27](#) and ‘What to do if **you** have a breakdown or accident’ on [page 27](#).

We cover the following	We do not cover the following
<p>If, while you are travelling to a pre-booked holiday <b>United Kingdom</b> departure point as part of <b>your trip</b>, and the <b>insured vehicle</b> cannot be repaired at the roadside as a result of an <b>insured incident, we</b> will:</p> <ol style="list-style-type: none"><li>1. transport all <b>insured persons</b> and their luggage to their departure point in the <b>United Kingdom</b>; and</li><li>2. if <b>you</b> choose to continue <b>your</b> holiday and the <b>insured vehicle</b> cannot be repaired locally, <b>you</b> may request that the <b>insured vehicle</b> is either taken to a nominated repairer near <b>your home</b> or to a nominated friend or family member who will take responsibility for the <b>insured vehicle</b> until <b>your</b> return; and</li><li>3. where <b>you</b> are able to supply a telephone contact number, <b>we</b> will endeavour to ensure that any pre-paid parking arrangements are cancelled to enable <b>you</b> to obtain a refund on <b>your</b> return.</li></ol> <p>At the end of the holiday and on <b>your</b> return to the departure/ arrival point in the <b>United Kingdom, we</b> will refund the cost upon receipt of <b>your</b> expenses for all <b>insured persons</b> and their luggage to return to <b>your home</b>, up to a maximum cost of £100 in total.</p> <p>If <b>we</b> attend an <b>insured incident</b> in the <b>United Kingdom</b> and cannot fix the <b>insured vehicle</b> and <b>you</b> are within 24 hours of <b>your</b> planned departure date, <b>we</b> will arrange a hire car for the continuation of <b>your</b> trip for up to 14 days in total.</p>	<p>The provision of a hire car following a road traffic accident.</p>

## SECTION 9 – Personal cover

This section only applies if it is included under **your** cover level in the table on [page 5](#). This section should be read in conjunction with the ‘General exceptions’ on [pages 23 and 24](#), ‘General conditions’ on [pages 24 to 27](#) and ‘What to do if **you** have a breakdown or accident’ on [page 27](#).

We cover the following	We do not cover the following
<p><b>We</b> will extend the cover level shown on <b>your Certificate</b> so that <b>you</b> and <b>your</b> spouse/domestic partner or a nominated person (who must be age 50 or over) residing at <b>your home</b> address, are covered in any vehicle that <b>you</b> or they are travelling in. <b>You</b> or <b>your</b> spouse/domestic partner or nominated person may be required to show <b>your Certificate</b> and <b>we</b> may ask for a further form of identification when <b>we</b> provide <b>our</b> service, otherwise any service provided may have to be paid for.</p>	<p>Cover does not extend to travelling in vehicles outside the <b>United Kingdom</b>.</p> <p>Any vehicle that does not comply with the vehicle specifications described in General condition 2 – see <a href="#">page 24</a>.</p>

## SECTION 10 – Additional vehicle cover

This section only applies if it is included under **your** cover level in the table on [page 5](#). This section should be read in conjunction with the ‘General exceptions’ on [pages 23 and 24](#), ‘General conditions’ on [pages 24 to 27](#) and ‘What to do if **you** have a breakdown or accident’ on [page 27](#).

We cover the following	We do not cover the following
<p><b>We</b> will provide the cover level shown on <b>your Certificate</b> to the additional vehicles also shown on <b>your Certificate</b> and kept at <b>your home</b> address.</p>	<p>Any vehicle that does not comply with the vehicle specifications described in General condition 2 – see <a href="#">page 24</a>.</p>

## GENERAL EXCEPTIONS APPLICABLE TO ALL OF THE POLICY

**You** are not covered for any of the following:

### 1. Costs and/or expenses

The cost of fuel and/or all spare parts.

Any costs whatsoever in respect of labour, parts, materials, storage, safekeeping or relocation of the **insured vehicle** once it has been transported to a garage or repairer.

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

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

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

Any costs and expenses if the **insured vehicle** was not fit to drive at the start of the journey. **We** may ask for proof that the **insured vehicle** was fit to drive (including an MOT certificate if applicable).

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

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

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

### 2. Use and/or location

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

Vehicles used for and/or involved in motor racing, off road use

(away from public roads and over rough terrain), rallies, speed or duration tests or practising for such events.

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

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

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

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

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

### 3. Liability

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

### 4. Claims

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

Vehicles that have broken down when cover was taken out.

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

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

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

Any perishable items.

## 5. War

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

## 6. Indirect losses

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

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

## 7. Radioactivity

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

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

## 8. Pressure waves

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

# GENERAL CONDITIONS APPLICABLE TO ALL OF THE POLICY

**You** must comply with these conditions to have the full protection of **your policy**. If **you** do not comply with them, **we** may cancel the **policy**, refuse to deal with **your** claim or reduce the sum of any claim payment.

## 1. Your duty

The insurance cover provided depends on the terms and conditions in this **policy** document. **You** must comply with these terms and conditions to have the full protection of **your policy**.

It is **your** duty to provide **us** with correct information and answer **our** questions with reasonable care and honesty, truthfully and completely. **You** must tell **us** as quickly as possible if **you** change **your home** address or **your nominated vehicle**.

If **you**, or anyone acting for **you**, have deliberately misrepresented the answer to **our** questions, or misrepresented any answers provided to online questions by manipulating an answer and these answers have:

- influenced **our** decision to provide **you** with insurance **we** would otherwise not have agreed to provide, or
- influenced the terms and conditions on which **we** have provided cover, or
- prevented **us** from charging the correct premium;

**we** will treat **your policy** as if it never existed and return any premium **you** have paid for the **policy**, unless **we** have identified a false or fraudulent claim when General Condition 5 will also apply.

If the misrepresentation is not deliberate but is careless **we** will either:

- treat **your policy** as if it never existed and return any premium **you** have paid for the **policy** if **we** would not have accepted the risk had **you** given the correct information; or
- amend **your policy** details to record the correct information, apply any terms that would have been applied had **you** given the correct information, and charge and collect any additional premium due.

## 2. Vehicle specifications

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

A motor car, three wheeler or van up to 3,500kg when loaded that has been privately registered in the **United Kingdom**. None



of these must be more than 7m (23') in length, 3m (9'10") in height and 2.55m (8'4") in width.

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

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

### 3. Service limits

When driving abroad, if **you** need assistance more than five times within the **period of cover**, **you** will need to pay for the services **we** provide.

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

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

### 4. Claims

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

In the case of a component failure, this must immobilise the **insured vehicle** or make it unsafe to drive in order for it to constitute an **insured incident**. For example, the illumination of a warning light does not always constitute an **insured incident**. If it does not, **you** will need to take the **insured vehicle** to a place of repair and **your** Saga Breakdown Assistance will not cover this. In these cases **we** can provide advice on whether the **insured vehicle** is safe to drive.

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

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

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

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

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

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

Any costs incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used at the time.

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

If the **insured vehicle** needs to be moved or recovered after an **insured incident**, it must be in an easily accessible position for **our** recovery vehicle to load. If the **insured vehicle** is in a position **we** cannot get to, or the wheels have been removed and **we** need to use specialist equipment (which is not normally carried on a standard recovery vehicle) to recover the **insured vehicle**, **you** will

have to pay extra costs (including labour charges) to arrange for these to be transported to, and used at, the site of the **insured incident**.

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

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

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

**We** reserve the right to recover costs from **you** if **you** give **us** any incorrect information when **you** telephone for assistance.

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

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

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

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

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

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

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

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

**We** have the right to refuse service at any time if **we** consider that **you** or any **insured person** is behaving or has behaved in a threatening or abusive way to **us**, **our** service providers or to any other contractor.

**We** will not cover any claim where the **insured person** may be affected by the influence of alcohol or drugs.

Where **we** recover **insured persons** under the age of 16, they must be accompanied by an adult.

## 5. Fraudulent claims

If **we** discover that **you**, anybody insured by this **policy** or anyone acting for **you** has knowingly:

- made a fraudulent or false claim in full or in part or exaggerated the amount of the claim;
- misrepresented any answers to **our** questions or withheld any relevant information in order to influence **us** to accept a claim;
- provided false or invalid documents in support of a claim; or
- following an allegation or suggestion of fraud by **us** or another insurer, withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void,

**we** will investigate the claim and this could result in legal action by **us**.

**We** may:

- treat **your policy** as if it never existed from the date of the fraud or misrepresentation and retain any premium **you** have paid for these policies;

- serve **you** with a 7 day notice of cancellation on all other policies that **you** hold with **us**; and
- pass details to the Police and fraud prevention agencies;

or

- refuse to pay the whole of **your** claim if any part is in any way fraudulent, false or exaggerated and recover from **you** any costs that **we** have incurred.

#### 6. Cancellation within 14 days

If **you** cancel **your policy** within 14 days of receipt of **your policy** documents, **we** will give **you** a pro-rata refund on **your** premium based on the cover **you** have had.

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

#### 7. Cancellation rights

Provided no claims have been made under the **policy**, **we** will refund the pro-rata premium applicable to any unexpired part of the period of cover for which a premium has been paid. Please note that where any claims have been made under this **policy** **we** will not be able to refund any premiums and all outstanding premiums owed to **us** by **you** will become payable immediately. Also, if **you** amend or cancel **your policy** during the **policy** year and have paid by credit card or cheque, **we** will be unable to refund any amounts of £5 or less. Similarly, if **you** make any changes to **your policy** during the **policy** year, **we** will only request any charges from **you** if the amount is over £5.

Cancellation by **you**

**You** can cancel this **policy** by contacting **us** on 0800 656 9915.

Cancellation by **us**

**We** may cancel this **policy** by giving **you** seven days' notice in writing to **your** last known address.

This **policy** may be cancelled if:

- **you** do not pay any **policy** premium requested or, if applicable, stop paying the instalment premiums;

- **your** insurance details change such that they no longer meet **our** acceptance criteria;
- **you** fail to provide further information or documentation **we** have requested in writing:
  - in support of **your** insurance application, renewal or adjustment **you** wish to make to **your policy**;
  - to assist **us** handle a claim that is being made;
- **we** act under General Conditions 1 or 5 following fraud or misrepresentation; or
- **we** discover that **you** have used fraud to obtain another policy underwritten by **us** and/or to make a claim under another policy that **we** underwrite.

## USEFUL INFORMATION – to be read in conjunction with your policy information

### What to do if you have a breakdown or accident

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

If you have a breakdown or accident in the United Kingdom, call Saga Breakdown Assistance on **0800 068 1966**.

We must approve any additional expenses incurred where proof of payment (such as a receipt) is not available. For a claim form please call **0800 068 2962** in the United Kingdom or **+44 1303 757 328** while in Europe.

If you have cover under 'Section 7 – European Cover' and you want to make a claim while in Europe call Saga Breakdown Assistance on **+44 1303 757 308**.

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

If you call via a mobile phone the system will send you a text message to confirm that help is on the way and is on schedule.

#### **Please note**

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

### **European motorways**

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

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

## **FUTURE UNDERWRITER CHANGES**

Your Saga Breakdown Assistance 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 breakdown assistance 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. At this stage you will be given the option to refuse transferral to the new provider. For further information, please see Saga's Privacy Policy at [saga.co.uk/privacy-policy](http://saga.co.uk/privacy-policy).

## **USE OF YOUR INFORMATION**

The information you have given to Saga Services Limited (Saga) and/or the insurer will be held and used to manage your insurance policy, which will include both underwriting and claim handling. For this purpose Saga and/or the insurer may disclose it to other interested third parties, such as other insurers, agents who provide services on their behalf and to regulatory authorities for this and the monitoring and/or enforcing of compliance with any regulatory rules/codes. It may also be used for offering renewals, research and crime prevention purposes. Any calls made to Saga may be monitored and recorded to improve the service and help prevent and detect fraud. Saga and/or the insurer may check information provided or received and may also undertake additional fraud searches.

Saga and/or the insurer will hold your personal data securely and in accordance with Data Protection Legislation\*. From time to time Saga and/or the insurer may use service providers and organisations outside the European Economic Area (EEA) where they do not afford the same level of data security as the UK. We will, however, use every

reasonable effort to ensure sufficient protections are in place to safeguard your personal information.

All information you provide must be accurate and, if you have supplied another person's personal data who may be insured under the policy, you have done so confirming that you have the specific consent of that other person to disclose that data.

Saga and/or the insurer will use your information and sometimes that of other people named on your policy, either collected at the outset or obtained from other third party sources, for the following purposes:

- To assess financial and insurance risks, your insurance application, the terms on which cover may be offered, including your premium at quote and renewal, and the payment methods offered;
- To prevent and detect crime including fraud, money laundering and financial sanctions;
- To develop our products, pricing, systems, services and relationships with you;
- To comply with our legal and regulatory obligations.

These sources include credit reference bureaus, the electoral roll and public data provided to us by credit reference bureaus and other third parties. The credit reference bureaus will keep a record of the search; this may be reflected in your credit score.

Saga and/or the insurer may share this information with third parties in order to carry out insurance related activities on our behalf, including management of your claim, credit hire and legal advice.

If you contact us electronically we may store your Internet Protocol (IP) address or your telephone number supplied by your Service Provider. This may be used to identify repeat website visits, fraudulent behaviour or mystery shoppers using Saga websites.

Saga uses the data they collect from you, including special categories of personal data, to contact you and personalise their communication. Saga and/or the insurer also use it for administrative purposes to provide the service you requested and for preparing quotations. If Saga has obtained your permission to do so, they will

also contact you by post, telephone, email or other means to tell you about offers, products and services that may be of interest to you.

At any time you can opt out of receiving such information, revise the products you would like to hear about or change the method they use to communicate with you. You can update these preferences by calling 0800 656 9915. For further information about how the Saga Group uses your personal information, please visit [www.saga.co.uk/privacy-policy](http://www.saga.co.uk/privacy-policy) or contact the Saga Group Data Protection Officer by email:

[data.protection@saga.co.uk](mailto:data.protection@saga.co.uk) or post: The Saga Building, Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

\* The General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK.

## **Fraud prevention and financial crime**

To help Saga prevent fraud, money laundering and other financial crime, the information you provide may be submitted to fraud prevention agencies and other organisations whose records may be searched.

As part of the insurer's fraud prevention process it will complete a number of enquiries to check the details you provide against relevant fraud prevention databases. 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 used, please contact the Head of Financial Crime, Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE.

## NOTES

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## HELPLINES

### UK BREAKDOWN ASSISTANCE

**For help if you break down in the UK**

Helpline **0800 068 1966**

24 hours a day, seven days a week.

Calls from mobiles may incur charges.

Or visit [rac.co.uk/reportbreakdown](https://rac.co.uk/reportbreakdown)

#### Support services

Text facilities are available for customers who are unable to use telephone or online services.

Telephone prefix **18001** to access Tynetalk  
or text on **0785 582 8282**

### EUROPEAN BREAKDOWN ASSISTANCE

**For help if you break down in Europe**

The international dialling code **00 (normally)**

then the country code **44 (normally)**

then the area code and number **1303 757 308**

24 hours a day, seven days a week.

### CUSTOMER SERVICE

**For questions about your breakdown policy**

from the UK **0800 656 9915**

from abroad **+44 1303 773 486**

Monday to Friday 8.30am-8pm,

Saturday 8.30am-5pm, Sunday 9am-5pm.

Please have your policy number to hand when calling.

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

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

Saga Services Limited is registered in England and Wales (Company Number 732602). Registered office: Enbrook Park, Sandgate, Folkestone, Kent CT20 3SE. Saga Services Limited is authorised and regulated by the Financial Conduct Authority (FCA Register No. 311557).

