

Sainsbury's Bank



Car Insurance Additional Products

MY POLICY NUMBER IS:

Welcome to Sainsbury's Bank

Car Insurance – Additional Products

Thanks for choosing Sainsbury's Bank. We want to make sure you have car insurance cover that's clear and easy to understand, and to give you peace of mind when it comes to looking after your car.

The details of **your** insurance will depend on which level of cover and which options you've selected. Please check **your Policy** Schedule to see what applies to **you**.

Sainsbury's Bank Car Insurance and the add-on products detailed in this **Policy** Booklet are arranged by Sainsbury's Bank, acting as an agent of the **insurer(s)** specified in **your Policy** Schedule.

The **insurer** provides **your** insurance and has agreed to insure **you** subject to the terms, conditions and exclusions contained in this **Policy** Booklet. They cover **you** for liability, loss or damage that may occur during the **period of insurance** for the insured car that you've paid or agreed to pay the **premium** for.

You'll need to read this **Policy** Booklet along with **your Policy** Schedule, Statement of Fact, About **our** Car Insurance document and Certificate of Car Insurance. Together they'll give **you** full details of **your** cover.



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Summary of important information about additional products

Our relationship with you and your insurer

Please note that Sainsbury's Bank Car Insurance is arranged by Sainsbury's Bank with the **insurer** named in **your Policy** Schedule.

Our service includes arranging **your** insurance cover on **your** behalf with insurers to meet **your** requirements and helping **you** with any changes **you** need to make, such as an amendment to the cover, use or vehicle insured. We'll also arrange the cancellation of **your policy**.

We have supplied this Agreement and other information to **you** in English and we'll continue to communicate with **you** in English.

We have not given **you** a personal recommendation as to whether this **policy** is suitable for **your** specific needs.

This contract of insurance is between **you** and **your insurer**. Nobody else has any rights they can enforce under this contract except those they have under the Road Traffic Act. Sainsbury's Bank acts to help in the administration and performance of the insurance contract.

What you have to pay for our services

As well as the insurance **premium** which **you** have to pay **your insurer**, **we** also charge **you** a fee for administering **your** insurance; this is listed on **your** About **our** Insurance Services document.

Additionally if you:

- a) make changes to **your policy** during the term; or
- b) cancel **your policy** after the first 14 days of cover **your insurer** may charge **you** additional fees.

Authorisation

Sainsbury's Bank plc, Registered Office: 33 Holborn, London EC1N 2HT (registered in England and Wales, no. 3279730) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. Sainsbury's Supermarkets Ltd is an appointed representative of Sainsbury's Bank plc.

Our FCA registered number is 184514.

You can check our registration on the FCA's register by visiting their website www.fca.org.uk/register.

Products

Section 1: Motor Legal Protection, provided by Auxillis Limited

You will find information on the following additional products in this section:

- Product a) Motor Legal Protection
- Product b) Guaranteed Courtesy Cover

Status

Sainsbury's Bank plc, Registered Office: 33 Holborn, London EC1N 2HT (registered in England and Wales, no. 3279730) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. Sainsbury's Supermarkets Ltd is an appointed representative of Sainsbury's Bank plc.

Our FCA registered number is 184514. **You** can check **our** registration on the FCA's register by visiting their website www.fca.org.uk/register.

Administered by Auxillis Limited, which is authorised and regulated by the Financial Conduct Authority (FCA Registration: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham SR8 2RR.

Managed on behalf of AmTrust Europe Limited by Arc Legal Assistance Ltd, authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm reference number is 305958, The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE.

This **policy** is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk

We and **you** have a choice about which law applies to **our** relationship with each other and the **policy you** have entered into. By entering into this **policy you** agree that **your** dealings with **us** before and after **you** take out **your policy** (including any non-contractual disputes or claims) and the terms of this **policy** will be governed by Scots law if **your** address is in Scotland when the **policy** is concluded, the laws of Northern Ireland if **your** address is in Northern Ireland when the **policy** is concluded, otherwise all dealings with **us** and the terms of this **policy** will be governed by the laws of England and Wales.

The courts of either England and Wales, Scotland or Northern Ireland (depending on **your** address at the time this **policy** is concluded) will have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with it.

What words mean

The following defined words will carry the same meaning wherever they are shown in **bold** throughout Section 1: Motor Legal Protection of this booklet. The terms **we**, **us**, **our**, **you**, and **your** also have a defined meaning listed here, but are not highlighted in **bold** throughout the **policy**.

Appointed Agents

Auxillis Limited which will act on behalf of Arc Legal Assistance Limited who manage this **Policy** for the **Insurer** in connection with the **Policy** and its administration and may monitor and record calls for the purposes of training and the prevention of crime and will, where the context so admits, include its subsidiary and associated companies including any holding companies of them.

Appointed Legal Representative

The solicitor or other appropriately qualified person or entity that **We** approve, appointed under the terms and conditions of this **Policy** to act for the **Insured Person**.

Claim

- > A civil **claim** for damages for **Uninsured Loss** or personal injury arising out of an **Insured Incident**;
- > The pursuit or defence of a **claim** and appeals against judgment in relation to a contractual dispute to do with the **Insured Vehicle**;
- > The defence of criminal motoring prosecutions in relation to the **Insured Vehicle**;
- > The defence of civil legal cases and criminal prosecutions in relation to the **Insured Vehicle** being cloned.

Costs

Opponent's Costs, Own Costs and Own Disbursements.

Insurer

AmTrust Europe Limited managed on their behalf by Arc Legal Assistance Ltd.

Insured Incident

The incident, or the first of a series of incidents, which may lead to a **Claim** under this insurance. Only one **Insured Incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time. The incident must involve the **Insured Vehicle**, an **Insured Person** and have occurred within the **Territorial Limits** and during the **Period of Insurance**.

Insured Person

The **Policyholder** and any person authorised to drive the **Insured Vehicle** under **Your Motor Insurance Policy**. Cover extends to any authorised passenger in or on the **Insured Vehicle** who is claiming under this **Policy** with **Your** consent, or **Your** or their legal representative in the event of death.

Insured Vehicle

Any motor **vehicle** declared in the insurance schedule including any trailer attached to those vehicles for which **You** are legally responsible and for which the appropriate **Motor Insurance Policy** payment has been made.

Legal Proceedings

All work necessary regarding a **Claim** with the approval of the **Insurer**, subject to the jurisdiction of courts within the United Kingdom, the Isle of Man or the Channel Islands. Appeals from such hearings are also included if We're notified by the **Insured Person** of their wish to appeal at least 5 working days before the deadline for giving notice of appeal expires and **Our** written consent is given. **We** must also consider the appeal to have **Prospects of Success**.

Limit of Indemnity

The maximum sum of £100,000 in relation to **Uninsured Loss** recovery and personal injury or motor prosecution defence or £50,000 in relation to all other **Claims** that the **Insurer** will pay for any one **Claim** or in the aggregate of any one **Period of Insurance**, in respect of **Costs**, incurred in relation to the **Legal Proceedings** occurring in the **Period of Insurance**.

Motor Insurance Policy

The **policy** of insurance arranged through the **Participating Agent** and issued to **You** in compliance with the Road Traffic Act valid at the time of the **Insured Incident**.

Opponent's Costs

A Third Party's legal fees, disbursements and expenses which an **Insured Person** is ordered to pay by a court or which, with **Our** approval, an **Insured Person**:

- > agrees to pay;
- > becomes liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or
- > becomes liable to pay by discontinuing the **Claim** under Part 38 of the Civil Procedure Rules.

Own Costs

The reasonable and proportionate but irrecoverable **costs** incurred by the **Appointed Legal Representative** (and which in the case of civil proceedings) would be allowed on a detailed assessment of **costs** between parties on a standard basis which an **Insured Person** has to pay but excluding any percentage uplift applied to those **costs** under any conditional fee agreement or any fee charged based on a percentage of the damages the **Insured Person** recovers under a damages-based agreement.

Own Disbursements

An **Insured Person's** liability for the following, reasonably and proportionally incurred, expenses:

- > DVL A search fees;
- > police accident report;
- > experts' reports;
- > court fees;
- > witness expenses; and
- > such other fees required for the proper advancement of the **Claim** as **We** agree.

Participating Agent

Means the insurance intermediary, firm or company who are authorised to sell this **Policy** to the **Policyholder** on **Our** behalf.

Period of Insurance

The **Period of Insurance** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance **policy** to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance **policy** is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

Policy

This **Policy** of insurance.

Policyholder

The person to whom this insurance has been issued and who has paid the **Premium**.

Premium

A payment which needs to be paid to the **Participating Agent** by **You** to get the benefit of this **Policy**.

Prospects of Success

That an **Insured Person** has a 51% or better chance (as is appropriate to the relevant cover) of: (i) receiving an award of compensation which (after taking into account the likely contribution to be received from a **third party** to an **Insured Person's Own Costs** and **Own Disbursements**) is more than the **Own Costs** and **Own Disbursements** of pursuing the **Claim** and which exceeds any settlement offers an **Insured Person** receives; (ii) making a successful defence; or (iii) making a successful appeal or defence to an appeal.

Territorial Limits

Great Britain, Northern Ireland, Isle of Man, Channel Islands, any other Country which is a member of the European Union, Norway, Switzerland, Iceland, Andorra and Liechtenstein in relation to **Uninsured Loss** recovery and personal injury and Great Britain, Northern Ireland, Isle of Man, Channel Islands in relation to all other **Claims**.

Third Party

(as the context requires)

- > for **Uninsured Loss** recovery and personal injury, the other person(s) and/or party(s) responsible for the **Insured Incident**, excluding an **Insured Person**;
- > for the motor prosecution defence, the prosecuting authority;
- > for vehicle cloning, the claimant against **You**;
- > for motor contract disputes, **Your** opponent (whether a claimant or a defendant).

Uninsured Loss

Any loss, including injury, compensation or expenses or **costs** that are directly caused by the **Insured Incident** which led to an **Insured Person's Claim**, unless specifically excluded in this **Policy**, and which are not covered by **Your** underlying **Motor Insurance Policy**.

We, Us, Our

Auxillis Limited or Arc Legal Assistance Ltd acting on behalf of the **Insurer**.

You, Your

The **Policyholder** or where appropriate an **Insured Person**.

Making a Claim

If **you** wish to make a **claim** under the **uninsured loss** recovery and personal injury section of cover, please telephone **our claims** helpline on: **0344 600 9022**.

If **you** wish to make a **claim** for Motor Prosecution Defence, Motor Contract Dispute or Vehicle Cloning, please call: **0333 005 0349** and quote '**AUXSAINMLP16**'.

Helplines

By calling the numbers below **you** may obtain general advice about a number of legal, lifestyle, counselling and health and medical matters. The helplines are open 24 hours a day, 365 days a year.

Helplines	Details	Telephone Number
Lifestyle Counselling Helpline	This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. Our specialists will help you deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting your general wellbeing. Counsellors and information specialists are also trained to help you with practical problems like debt or legal matters.	Simply telephone: 0344 770 1036 and quote ' AUXSAINMLP16 '
Health and Medical Information Service	This telephone service provides information on general health issues and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support.	Simply telephone: 0344 770 1036 and quote ' AUXSAINMLP16 '
Legal Helpline	You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man.	Simply telephone: 0333 005 0349 and quote ' AUXSAINMLP16 '

The helplines are open
24 hrs a day, 365 days a year

Motor Legal Protection

What is insured

Uninsured Loss Recovery and Personal Injury

You are covered for **Costs** to pursue an **Uninsured Loss** or personal injury **claim** arising from a road traffic accident whilst **You** are in, boarding or alighting the **Insured Vehicle** against those whose negligence has caused **Your Uninsured Loss**.

If the **Claim** is going to be decided by a court in England or Wales and the personal injury damages **You** are claiming are above the small claims court limit, the **Appointed Legal Representative** must enter into a conditional fee agreement which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Claim** in full or in part.

Motor Prosecution Defence

Costs to defend the prosecution of a motoring offence, arising from **Your** use of the **Insured Vehicle**. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome.

Motor Contract

You are covered for **Costs** to pursue or defend a **Claim** relating to a dispute over a contract for the sale or purchase of goods or services relating to the **Insured Vehicle** including the **Insured Vehicle** itself, provided **Costs** do not exceed the amount claimed.

Vehicle Cloning

You are covered for **Costs** to defend a **Claim** arising from use of the **Insured Vehicle's** identity by another person or organisation without **Your** permission.

What is not insured

Claims:

- > For an agreement **You** have entered into with another person or organisation;
- > For stress, psychological or emotional injury unless it arises from **You** suffering physical injury.

Claims:

- > For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive.
- > For **Own Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or
- > Where funding is available from another public body, a trade union, employer or any other insurance **policy**.
- > For parking offences for which **You** do not get penalty points on **Your** licence.
- > For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence.

Claims:

- > Where the contract was entered into before **You** first bought this insurance or bought similar insurance which expired immediately before this insurance began.

Claims:

- > Where the **Insured Vehicle's** Identity has been copied by somebody living with **You**;
- > Where **You** did not act to take action to prevent Yourself from further instances of vehicle cloning following an **Insured Incident**;
- > For any losses (other than **Costs**) incurred by **You** as a result of the **Insured Vehicle's** Identity being copied without **Your** permission.

Exclusions

The **Insurer** will not indemnify the **Insured Person** in respect of the following:

1. **Own Costs, Own Disbursements and Opponent's Costs** incurred as a result of **Legal Proceedings** arising out of an **Insured Incident** which occurred outside the **Period of Insurance**.
2. Events which may give rise to a **Claim** which have not been reported to **Us** within 180 days of their occurrence.
3. **Own Costs and Own Disbursements** including **costs** of appeals which are incurred without **Our** written consent and agreement and in any event all such **Own Costs and Own Disbursements** incurred prior to notification of the relevant **Claim to Us**.
4. **Opponent's Costs**, expenses, fines, penalties or other payments the **Insured Person** is ordered to pay by a Court of criminal jurisdiction.
5. **Claims** arising out of the use of the **Insured Vehicle** by the **Insured Person** for racing, rallies, trials or competitions of any kind.
6. **Claims** arising out of an **Insured Incident** caused by the **Insured Person's** deliberate act or omission.
7. **Claims** arising out of an **Insured Incident** that **We** find to **Our** satisfaction to be of a fraudulent nature, or where the **Insured Person** has deliberately or recklessly misled **Us** or the **Appointed Legal Representative** as to the circumstances of the accident.
8. Any **Claim** where, when in control of the **Insured Vehicle**, the **Insured Person** did not have possession of both a valid driving licence and certificate of insurance.
9. Any **Claim** where the **Insured Vehicle** was not in a roadworthy condition or did not have a valid MOT Certificate where applicable.
10. The defence of any **Claim** or **legal proceedings** made or brought against the **Insured Person** in relation to **Claims** for **Uninsured Loss** recovery and personal injury.
11. Any **Claim** or **Legal Proceedings** made, started or brought by the **Insured Person** outside of the **Territorial Limits**.
12. **Claims** made between the **Policyholder** and **Insured Persons** or between other **Insured Persons**.
13. **Own Costs, Own Disbursements and Opponent's Costs** incurred in respect of a **Claim** where **Your** motor insurer repudiates the **Motor Insurance Policy** or otherwise refuses to become involved in the **Insured Incident**.
14. **Claims** where the **Insured Person**:
 - a) Takes action without first obtaining **Our** consent or;
 - b) Causes delay or fail to respond to requests for assistance from **Us** or the **Appointed Legal Representative**.

15. **Claims** arising from:
- Ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - Any radioactive toxic explosive or other hazardous properties of any nuclear assembly or component thereof.
 - Riot, civil commotion, war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or use of power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government.
16. Any **Claim** where **We** or the **Appointed Legal Representative** deem there are no **Prospects of Success**.
17. **Claims** for damage to any property or any related loss, expense or **costs** that are indirectly caused by the **Insured Incident** which led to a **Claim**.
18. Any **Claim** arising from the theft or attempted theft of the **Insured Vehicle**.
19. Any undertaking the **Insured Person** gives to the **Appointed Legal Representative**, or which the **Insured Person** or the **Appointed Legal Representative** gives to any person about payment of fees or expenses unless **We** have given prior written authority.
20. Any **costs** or liability **You** incur or an **Insured Person** incurs for any services supplied to **You** or an **Insured Person**.

Conditions

Compliance and Precautions

The **Insured Person** must comply with all of the terms and conditions of this **Policy** and take all reasonable precautions to minimise **Own Costs**, **Own Disbursements** and **Opponent's Costs** and attempt to prevent any event, which may cause a **Claim** under this **Policy**.

Reporting a Claim

You must promptly, and in any event within 180 days of it occurring, report to **Us** any incident which may give rise to a **Claim** under this **Policy** by telephoning:

- > in relation to an **Uninsured Loss** recovery **Claim** the claims helpline on: **0344 600 9022**; or
- > for any other **Claim** the claims helpline on: **0333 005 0349**.

In each case **You** will need to confirm **You** are insured with the **Participating Agent** and provide **Your Policy** number, the **Insured Vehicle** registration number, date of the incident giving rise to a **Claim** and any supporting details/information required to deal with the **Claim**. The **Insured Person** must complete any forms requested.

Acceptance of a Claim

Where **We** accept that a **Claim** has **Prospects of Success**, **We'll** notify the **Insured Person** or the **Participating Agent** in writing as soon as practicable.

Proportionality

We will only pay **Own Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Own Costs** in excess of the amount that **You** are able to **claim** from **Your** opponent will not be covered.

Representation

1. **We** have the right to make investigations into every matter that is or might be an **Insured Incident**.
2. **We** have the right to negotiate and settle civil proceedings relating to the **Claim**, in the **Insured Person's** name, before an **Appointed Legal Representative** is instructed.
3. Where appropriate **We'll** pass the **Claim** to an **Appointed Legal Representative** to be dealt with. They will be instructed in the name of the **Insured Person** and may negotiate and settle civil proceedings relating to the **Claim** on their behalf.
4. Except where **Legal Proceedings** need to be issued or undertaken or there is a conflict of interest, the **Appointed Legal Representative** will be chosen by **Us**. If the **Insured Person** wishes to appoint their own solicitor, **We'll** only accept that appointment if the request is made in writing to **Us** at Arc Legal Assistance, The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE. **We** must be satisfied that the solicitor is able to deal with the case. The solicitor must, in the case of an **Uninsured Loss** recovery and personal injury **Claim**, enter into a Conditional Fee Agreement which waives their

own fees if **You** fail to recover the damages that **You** are claiming in the **Claim** in full or in part. In relation to all other **Claims**, they must sign **Our** Non-panel Solicitor Terms and Conditions and have a duty to minimise the **costs** of any **Claim** and/or **Legal Proceedings**. Once the chosen solicitor has been approved by **Us**, they will become the **Appointed Legal Representative** subject to the terms and conditions of this **Policy**. **Your** right to choose an **Appointed Legal Representative** will only commence when the need arises for proceedings to be issued. **You** must not change the **Appointed Legal Representative** without **Our** prior written consent. This condition is subject to any rights of the **Insured Person** under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable. Any dispute arising from the **Insured Person's** choice may be referred to arbitration.

Control of the Claim

1. The **Insured Person** must co-operate fully with the **Appointed Legal Representative** and **Us** and in particular, the **Appointed Legal Representative** and **We** must be kept continually and promptly informed of all developments relating to the **Claim** of which the **Insured Person** is aware and must be provided immediately with all information, evidence and documents relating to the **Claim** in their possession.
2. The **Insured Person** must allow **Us** direct access to the **Appointed Legal Representative** at all times in relation to any **Claim**.

3. The **Insured Person** must instruct the **Appointed Legal Representative** to produce to **Us** immediately any documents, information or advice in their possession. The **Insured Person** must also give the **Appointed Legal Representative** such prompt, proper and reasonable instructions in relation to the **Claim** and the conduct of any litigation, as the **Insurer** or **We** require. The **Insured Person** must not do anything that will prejudice the **Claim** or the **Legal Proceedings**.
 4. The **Insured Person** should advise **Us** directly or through their **Appointed Legal Representative** immediately of all offers to settle or payments into court in respect of the **Claim**. No offer of settlement or negotiation can be made without **Our** agreement.
 5. If the **Insured Person** does not accept the offer or payment into court and **We** and, where applicable, the **Appointed Legal Representative** consider that the outcome of the **Claim** will not be bettered **We** reserve the right to withdraw cover and will not be responsible for any further **Own Costs**, **Own Disbursements** and **Opponent's Costs** after the offer or payment into court was made.
 6. **We** may discharge **Our** liabilities to the **Insured Person** under this **Policy** by paying an amount equal to that claimed subject to the **Limit of Indemnity**.
 7. The **Insured Person** shall take all reasonable steps to keep the **costs** of the **Claim**, any **Legal Proceedings** and **Own Costs**, **Own Disbursements** and **Opponent's Costs** to a minimum.
 8. The **Insured Person** must send to **Us** directly or authorise the **Appointed Legal Representative** to send to **Us** all bills, orders or awards for **Own Costs**, **Own Disbursements** and **Opponent's Costs** immediately on receiving them and **We** have the right to have these submitted for assessment by the courts or certification by the Law Society.
 9. The **Insured Person** must authorise any **Appointed Legal Representative** to receive any sums by way of **Own Costs** and **Own Disbursements** recovered from the **Third Party** and to pay the same to **Us** to the extent of the sums indemnified under this **Policy**. Any sums received directly by the **Insured Person** should similarly be paid over to **Us** to the extent of the sums indemnified under this **Policy**.
 10. The **Insured Person** must take all action possible to recover any **Costs**, charges or fees the **Insurer** or **We** may have paid or be liable to pay under this **Policy** and pay any such amounts recovered to **Us**. In any event, upon payment of all sums due for **Own Costs** and **Own Disbursements** under this **Policy** **We** can take over and if necessary conduct proceedings in the name of the **Insured Person** to recover such **Own Costs** and **Own Disbursements** which the **Insured Person** is entitled to receive from the **Third Party**.
 11. **We** can give written notice to the **Insured Person** and the **Appointed Legal Representative** to discontinue cover if during the course of a **Claim** **We** consider **Prospects of Success** no longer exist.
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Withdrawal

If the **Insured Person** withdraws from a **Claim** or discontinues instructions to an **Appointed Legal Representative** expressly or by omission without the agreement of the **Insurer** or **Us**, all **Own Costs, Own Disbursements** and **Opponent's Costs** will become the responsibility of the **Insured Person**. In addition, **We** will be entitled to be reimbursed by the **Insured Person** of all **Own Costs, Own Disbursements** and **Opponent's Costs** paid or incurred during the course of the **Claim**.

Communication

All notices and communications from **Us** and the **Insurer** will be considered to have been sent if sent to the last known address of the **Insured Person**.

Dual Insurance

If at the time of any **Insured Incident** there is any other insurance, which provides cover for the loss, or any part of it **We** will only be responsible for the amount not recoverable under that insurance.

Compliance And Avoidance Of Policy

We have the right to cancel this **Policy** and declare the same null and void:

- a) in the event of any breach of **Policy** terms and conditions;
 - b) if **you** do not hold a valid **Motor Insurance Policy** at the time of the **Insured Incident** for the vehicle involved.
 - c) if **Your** motor insurers are entitled to avoid the **Motor Insurance Policy** or refuse indemnity.
 - d) if any statements or answers made by **You** to the **Participating Agent, Us** or the **Insurer** prior to commencement of this **Policy** or to **Us** or the **Appointed Legal Representative** by an **Insured Person** during the conduct of the **Claim** and/or **Legal Proceedings** are found to be false, deliberately, or recklessly, misleading or untrue.
 - e) if an **Insured Person** fails to disclose any information relevant to the conduct of the **Claim** (including but not limited to the making, acceptance or rejection of any offers to settle, or discontinue, a **Claim**) or the **Legal Proceedings**.
 - f) if an **Insured Person** makes any **claim** under this **Policy**, which is fraudulent, misleading or false.
 - g) if **You** fail to pay the **Premium**, if not having been waived, to the **Participating Agent** or **Us** within 14 days of receiving **Your** Welcome Pack.
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Alteration

The **Insured Person** must notify **Us** immediately of any change to the information they have provided, which may or does affect this **Policy**.

Arbitration

In the event of any dispute or difference whatsoever arising out of this **Policy** or any **Claim** made there under the matter shall be referred to an arbitrator who shall be either a solicitor or a barrister agreed upon by the **Insured Person** and **Us**. If the **Insured Person** is not the **Policyholder** by claiming under the **Policy** they agree to be a party to any arbitration under this clause whether jointly with the **Policyholder** or otherwise and whether as claimant or defendant.

If **we** cannot agree on an arbitrator then the President of the Law Society or the Chairman of the Bar Council or similar legal professional body within the United Kingdom, Isle of Man or Channel Islands will choose one. The appointment and subsequent arbitration shall be binding on both parties.

Whoever loses the arbitration must pay all the **costs** involved. If the decision is not clearly made against the **Insured Person** or **Us**, the arbitrator will decide how the **Insured Person** and **We** will share the **costs**.

Governing law & language

We and **you** have a choice about which law applies to **our** relationship with each other and the **policy you** have entered into. By entering into this **Policy you** agree that **your** dealings with **us** before and after **you** take out **your Policy** (including any non-contractual disputes or **claims**) and the terms of this **Policy** will be governed by Scots law if **your** address is in Scotland when the **Policy** is concluded, the laws of Northern Ireland if **your** address is in Northern Ireland when the **Policy** is concluded, otherwise all dealings with **us** and the terms of this **Policy** will be governed by the laws of England and Wales.

The courts of either England and Wales, Scotland or Northern Ireland (depending on **your** address at the time this **policy** is concluded) will have exclusive jurisdiction to settle any disputes or **Claims** arising out of or in connection with it.

Whole agreement

This **Policy** contains the entire agreement between **You** and any **Insured Person** claiming under it and the **Insurer** and the **Appointed Agents** on their behalf and no other representation or warranty by the **Insured Person** or **Us** or their authorised representatives or any **third party** shall have any contractual effect unless agreed by all parties in writing. Administered by Auxillis Limited which is authorised and regulated by the Financial Conduct Authority (FCA Registration: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham SR8 2RR.

Managed on behalf of AmTrust Europe Limited by Arc Legal Assistance Ltd, authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE.

This **policy** is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at <http://www.fca.org.uk>

This can be checked by visiting the website: fca.org.uk/register



Products

Section 1: Guaranteed Courtesy Car Provided by Auxillis Limited

This Replacement Vehicle insurance **policy** has been provided for Sainsbury's Bank customers by Auxillis Limited which is underwritten by Astrenska Insurance Limited.

Sainsbury's Bank is authorised and regulated by the Financial Conduct Authority under firm reference number 184584.

Astrenska Insurance Limited is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and Prudential Regulatory Authority under firm reference number 202846.

These details can be checked on the Financial Services register by visiting the website at www.fca.org.uk/firms/systems-reporting/register or by contacting them on 0800 111 6768.

Your Demands and Needs

This **policy** meets the demands and needs of a Sainsbury's Bank customer whose **Insured Vehicle** is determined a total loss (a write off) or has been immobilised due to a fault, road traffic accident, theft, fire, vandalism or an act of malicious damage, (excluding if due to glass damage,) while in the **Territorial Limits** and who wishes to the **Hire Vehicle** facility provided by the **Hire Company** and requires cover for the **Hire Vehicle** charges, which are not recoverable from any **Third Party**.

In return for the payment by **You** of the **premium**, payable for this **policy** of insurance **We** will provide a **Hire Vehicle** on the terms set out below.



1. Definitions

Claims Administrator

Auxillis Limited, Redmond House, Fern Court, Bracken Hill Business Park Peterlee, Co Durham SR8 2RR

Condition

An obligation which **You** must perform. If a **Condition** is not performed by **You**, **We** will not be under any liability to pay **You** anything under the terms of this **policy**

Hire Vehicle(s)

A **Hire Vehicle** provided subject to availability will be a similar size and capacity to **Your** vehicle up to a maximum engine size of 2000cc

Hire Company(s)

The company that **We** instruct to give **You** the **Hire Vehicle**

Hire Period

The maximum period that **we'll** pay for the **Hire Vehicle**, as shown in **your Policy Schedule**

Insured Vehicle

The motor vehicle identified as the **Insured Vehicle** in the **Policy Schedule** which is insured through Sainsbury's Bank, or any other vehicle which **We** may, after receiving a written request from **You**, accept in substitution for that vehicle

Limit of Cover

The **Hire Vehicle** for the **Hire Period**, that may be utilised over a maximum of 2 claims covered by this **policy** in the insurance period

Period of Insurance

The period stated in the **Policy Schedule** to this **policy**

Policy Schedule

The document that identifies the **policyholder** and sets out details of the cover **Your policy** provides

Start Date

The date shown on the **Policy Schedule** confirming when cover commences

Territorial Limits

England, Wales, Scotland and Northern Ireland

Third Party

The other person(s) and/or party(s) responsible for the incident giving rise to a **claim** on this **policy**

We, Our, Us

Astrenska Insurance Limited

You, Your

The person named as the insured in the **Policy Schedule**

Your Claim

A **claim** by **You** against **Your** existing motor **policy**

2. Cover

If the **Insured Vehicle** is determined a total loss (a write off) or has been immobilised due to a fault road traffic accident, theft, fire, vandalism or an act of malicious damage and the incident occurs within the **Territorial Limits**, **We** will arrange for a **Hire Vehicle**, for **Your** use during the reasonable repair period only or until 3 days following payment has been issued to **You** in settlement of **Your** vehicle **claim** in any event not exceeding the **Limit of Cover**.

Use of the **Hire Vehicle** is covered for use within the **Territorial Limits** only.

If a Hire Vehicle is not available

If **We** are not able to provide a **Hire Vehicle** or the **Insured Vehicle** has been adapted to carry a disabled driver or passenger, **We** will, as an alternative to providing a **Hire Vehicle**:

- > pay **You** £40 per day for the **Hire Period** or until the **Insured Vehicle** is repaired or the **claim** under **Your motor insurance policy** is settled, whichever is the earliest.

3. Exclusions

The following are not covered under this insurance:

- a) Drivers under 18 years of age in **Territorial Limits**.
- b) Any **Insured Vehicle** used in any way for driving tuition or hire or reward including courier work.
- c) Any charges imposed by the **Hire Company** for additional drivers if it is agreed with the **Hire Company** that they can be included.
- d) Use of the **Hire Vehicle** outside the **Territorial Limits**.
- e) Any excess that the **Hire Company** applies following an accident, fire or theft involving the **Hire Vehicle**.
- f) All fuel, fares and fines relating to the **Hire Vehicle** whilst it is in **Your** possession, including any administration fee which may be imposed by the **Hire Company**.
- g) Any **claim** which has not been reported to **Us** within 14 days of the incident, accident or theft giving rise to the **claim** occurring.
- h) Any provision of a **Hire Vehicle** where a **Hire Vehicle** is already available under another insurance **policy** or through other means.
- i) Any further **Hire Vehicle** charges incurred after the **Hire Period**.
- j) Any **Hire Vehicle** charges for more than 3 days after payment has been issued to **You** in settlement of a **claim** under **Your motor insurance policy**.
- k) The provision of a **Hire Vehicle** for an incident, accident or theft when the event occurred prior to the **Start Date** or after the period of cover has ended.
- l) Any **claim** relating to mechanical or electrical breakdown/failure or misfuelling.

- m) Fires caused by modifications not approved by the **Insured Vehicle** manufacturer, or not fitted by an appropriately qualified mechanic/technician, and/or not disclosed to the main motor **insurer**.
- n) Claims relating to a vehicle being undrivable due to damage relating to more than one single incident.

4. Claims Procedure

If **You** need to make a **claim** for a replacement vehicle please call the **Claims Administrator** immediately, and in no event later than 14 days after the event, on telephone number 0344 600 9021.

The **Hire Company** will then contact **You** directly with a view to getting **You** mobile again as soon as reasonably possible.

You will receive a copy of the **Hire Company's** terms and conditions. It is a **Condition** of this **policy** that **You** comply fully with the terms and conditions of the **Hire Company**.

If **You** wish to take advantage of any options the **Hire Company** may offer, such as Collision Damage Waiver, the cost of these upgrades and any administration fee will be **Your** responsibility.

5. Conditions

You must comply with the following obligations, each of which is a **Condition** of this **policy**:

- a) Ensure that the **Insured Vehicle** is serviced in accordance with manufacturer's instructions covered by a valid in force **motor insurance policy** issued by an **insurer** authorised and regulated by the Financial Conduct Authority or the Prudential Regulation Authority.
- b) The incident that gives rise to a **claim** on this **policy** must have been reported to **Your** motor insurers and **You** must be actively pursuing repairs or settlement of **Your Claim**.
- c) Provide any information reasonably requested by **Us** within a reasonable time.
- d) Ensure any **claim** **You** make is an honest **claim** and not one which is false or fraudulent.
- e) **You** should comply fully with the terms and conditions of the **Hire Company**.
- f) It is **Your** responsibility to ensure that the insurance provided by the **Hire Company** is sufficient for **Your** needs. This will normally be included without additional charge providing **Your** driving history is acceptable to the **Hire Company**.
- g) Any damage caused to the **Hire Vehicle** and any associated **costs** will be **Your** responsibility.
- h) **You** may have to provide comprehensive insurance for the **Hire Vehicle**.

- i) **You** must take all reasonable steps to mitigate the **costs** of the **claim**.
- j) **You** must take all action possible to recover any **costs**, charges or fees **We** may have paid or be liable to pay and pay such amounts recovered back to **Us**.
- k) **You** must pay **Us** any sums by way of **costs**, charges or fees directly recovered from the **Third Party** to the extent of the sums insured under this **policy**.
- l) Upon conclusion of the hire of a replacement vehicle **We** can take over and if necessary conduct proceedings in **Your** name to recover the hire **costs** of the **Hire Vehicle** from the **Third Party**.
- m) Unless some other law is agreed in writing, this **policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

6. Complaints Procedure

We are committed to dealing with customer complaints in a fair and prompt way. Complaints can be made verbally or in writing.

It is **Our** experience that most complaints can be resolved by speaking to the staff directly responsible for **Your Claim**. Please call Auxillis on 0800 953 7122 or write to The Quality & Support Department,

Auxillis Limited, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR.

We will contact **You** within five working days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve the problem and give **You** an answer within four weeks. In some cases it may take **Us** longer than four weeks but **You** will receive a full and final response within eight weeks of the original complaint being made.

If **You** remain dissatisfied after receiving **Our** final response to **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service, free of charge – but **You** must do so within six months of receiving **Our** response. If **You** do not refer **Your** complaint in time, the Ombudsman will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances.

The Financial Ombudsman Service can be contacted at; Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. By telephone 0800 023 4567, email: – complaint.info@financial-ombudsman.org. uk or online at www.financial-ombudsman.org.

This complaints procedure does not affect any legal right **You** have to take action against **Us**.

7. How We use the information about You

As a data controller, **We** collect and process information about **You** so that **We** can provide **You** with the products and services **You** have requested. **We** also receive personal information from **Your** agent on a regular basis while **Your policy** is still live. This will include **Your** name,

address, risk details and other information which is necessary for **Us** to:

- > meet **Our** contractual obligations to **You**;
- > issue **You** this insurance **policy**;
- > deal with any claims or requests for assistance that **You** may have
- > service **Your policy** (including claims and **policy** administration, payments and other transactions); and,
- > detect, investigate and prevent activities which may be illegal or could result in **Your policy** being cancelled or treated as if it never existed.

In order to administer **Your policy** and deal with any claims, **Your** information may be shared with trusted third parties. This will include members of The Collinson Group, **third party** administrators, contractors, investigators, crime prevention, debt collection organisations and claims management companies where they provide administration and management support on **Our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **We** will have strict contractual terms in place to make sure that **Your** information remains safe and secure.

We will not share **Your** information with anyone else unless **You** agree to this, or **We** are required to do this by **Our** regulators (e.g. the Financial Conduct Authority) or other authorities.

8. Processing Your data

Your data will generally be processed on the basis that it is:

- > necessary for the performance of the contract that **We** have with **You**;
- > is in the public or **Your** vital interest: or
- > for **Our** legitimate business interests.
- > if **We** are unable to rely on the above, **We** will ask for **Your** consent to process **Your** data.

9. How We store and protect Your information

All personal information collected by **Us** is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process **Your** personal information during the **Period of Insurance** and after this time so that **We** can meet **Our** regulatory obligations or to deal with any reasonable requests from **Our** regulators and other authorities.

We also have security measures in place in **Our** offices to protect the information that **You** have given **Us**. The personal information **We** have collected from **You** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **You** could be refused certain services, finance, or employment. Further details of how **Your** information will be used by **Us** and these fraud prevention agencies and databases, and **Your** data protection rights, can be found by visiting www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy/.

10. How You can access Your information and correct anything which is wrong

You have the right to request a copy of the information that **We** hold about **You**. If **You** would like a copy of some or all of **Your** personal information please contact **Us** by email or letter as shown below:

Email address:

data.protection@collinsongroup.com

Postal Address: Sussex House, Perrymount Road, Haywards Heath, Sussex RH16 1DN

This will normally be provided free of charge, but in some circumstances, **We** may either make a reasonable charge for this service, or refuse to give **You** this information if **Your** request is clearly unjustified or excessive.

We want to make sure that **Your** personal information is accurate and up to date. **You** may ask **Us** to correct or remove information **You** think is inaccurate.

If **You** wish to make a complaint about the use of **Your** personal information, please contact **Our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at www.ico.org.uk/

11. Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your policy** is invalid and that it does not operate in the event of a **claim**.

12. Fraudulent or Unfounded Claims

If any **claim** under this **policy** is in any respect fraudulent or unfounded, all benefit paid and/or payable in relation to that fraudulent **claim** shall be forfeited and (if appropriate) recoverable.

We shall not be liable to **You** in respect of a relevant **claim** occurring after the time of the fraudulent act.

For the avoidance of doubt, the rights and obligations of the parties to the contract with respect to claims occurring before the time of the fraudulent act are unaffected; and

- > **We** need not return any premiums paid.
- > may share information about the circumstances with other organisations, public bodies and authorities, and other law enforcement agencies for criminal investigation.
- > nothing in these clauses is intended to vary the position under the Consumer Insurance Act.

13. Compensation Scheme

Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the **claim**. Most insurance contracts are covered for 90% of the **claim** with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk



Products

Section 2: Provided by AXA Assistance

You will find information on the following additional products in this section:

- Product a) Key cover
- Product b) Windscreen cover (for customers with a **Third Party** Fire and Theft policy)

Status

Sainsbury's Bank plc, Registered Office: 33 Holborn, London EC1N 2HT (registered in England and Wales, no. 3279730) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (registered number 184514) and the Prudential Regulation Authority. Sainsbury's Supermarkets Ltd is an appointed representative of Sainsbury's Bank plc.

AXA Assistance (UK) Ltd provides the services described in this section.

Inter Partner Assistance S.A. is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR

Inter Partner Assistance S.A. is part of the AXA Group.

We and **you** have a choice about which law applies to **our** relationship with each other and the **policy you** have entered into. By entering into this **policy you** agree that **your** dealings with **us** before and after **you** take out **your policy** (including any non-contractual disputes or claims) and the terms of this **policy** will be governed by Scots law if **your** address is in Scotland when the **policy** is concluded, the laws of Northern Ireland if **your** address is in Northern Ireland when the **policy** is concluded, otherwise all dealings with **us** and the terms of this **policy** will be governed by the laws of England and Wales.

The courts of either England and Wales, Scotland or Northern Ireland (depending on **your** address at the time this **policy** is concluded) will have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with it.

What words mean

The following defined words will carry the same meaning wherever they are shown in **bold** throughout section 2 of this booklet. The terms **we**, **us**, **our**, **you**, and **your** also have a defined meaning listed here, but are not highlighted in **bold** throughout the **policy**.

Period of cover

The duration this cover applies for, as stated on **your Policy Schedule**.

Territorial limits

United Kingdom, which is Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Insurer/We/Us/Our

Inter Partner Assistance SA (UK Branch), The Quadrangle, 106–118 Station Road, Redhill, Surrey, RH1 1PR and/or its service provider AXA Assistance (UK) Ltd, of the same address.

You/Your/Yourself

The person(s) named as insured in **your Policy Schedule**.

Excess(es)

The **excess** is the amount **you** must pay towards any **claim**, this can include both compulsory and voluntary **excesses** in which case the **insurer** will add them together.

Start Date

The date **your** cover starts under this **policy** shown in **your Policy Schedule**.

Policy Schedule

The latest **Policy Schedule** the **insurer** has issued to **you**. This gives details of the **period of insurance**, the sections of the **policy** wording that apply, the **premium**, **your** car which is insured and details of any **excesses** and endorsements

Statement of Fact

The form that shows the information that **you** gave **us**, including information given on **your** behalf and verbal information **you** gave prior to commencement of the **policy**.

Policy

The documents consisting of this wording, endorsements, the About **our** Car Insurance Services document, the Statement of fact, the **Policy Schedule** and the Certificate of Car insurance identified by the same **policy** number.

Policy Limit

The total amount payable in respect of each insured event (unless otherwise stated) and in total for all insured events in any one year.

Period of Insurance/Cover

The length of time for which the **insurer** will insure **you**. This is shown in the **Policy Schedule**.

Policyholder

The first **person** named on the **Policy Schedule**.

Key

Your vehicle, **home**, and office **keys** and keycards.

Locks

The **locks** associated with the **keys**.

Home

The private residence shown in **your Policy Schedule** including its garages and outbuildings if they form part of the property.

United Kingdom/UK

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

Auto Windscreens

The recommended glass repair/replacement service provider.

Insured vehicle

Your vehicle, which **you** own and is specified in **your motor insurance policy**.

Maximum limit

The maximum amount that **we'll** pay towards **your** claims in a **period of cover**.

MOT checklist

The current MOT requirements as described on www.motinfo.gov.uk

Key cover

Your policy cover

We will assist **you** with the **costs** associated with **key** and **lock** repair or replacement, including onward transportation as appropriate.

Significant features and benefits	Significant or unusual exclusions or limits
The cost of lock and key replacement and onward transportation in the event of lost, stolen or damaged vehicle (including reprogramming of alarms and immobilisers), home, office or keys (including security safe) up to the policy limit.	
The cost of gaining access in the event that your keys are locked in or broken in the lock of your vehicle, home or office and if necessary provide reimbursement for a replacement key and/or lock up to the policy limit .	Any claim for theft of keys which is not reported to the police and a crime reference number obtained. (Conditions 1)
Up to £75.00 (inc VAT) per day for up to 3 days for car hire if you are stranded away from home due to theft or loss of your car keys or alternatively reasonable public transport or taxi fares.	Any claims for public transport or taxi fares with no valid receipts or tickets. (Exclusions or Limitations 2) Any car hire not arranged via AXA Assistance. (Exclusions or Limitations 3)
You can register a claim 24 hours and 365 days a year.	

- > Registering a **claim** does not pre-qualify **your claim** for reimbursement of **costs**.
- > Please note that **you** will be responsible for all **costs** in the first instant and the claims administrator will reimburse these **costs** once **your claim** has been validated.
- > Reimbursement is subject to **you** providing the original invoice(s), receipt(s), any relevant crime reference number and complying with all other terms and conditions of this insurance.
- > All **costs** outside of the terms of this **policy** must be met and paid for by **you**.

How to make a claim

1. If **you** need to make a **claim** please check **your policy** to ensure **you** have a valid **claim** and contact the claims line on **01737 334 254** as soon as possible.
2. **You** will be asked to explain what has happened, however, **our** claims handlers cannot advise whether **your claim** is valid or guarantee **your** reimbursement.
3. **Our** claims handlers will log all relevant details for **your claim** to be processed, and advise Specialist Claims of **your** claims details, who will assess **your claim**.
4. If **your keys** have been lost/stolen it is important to contact the police and obtain a loss property/crime reference number.
5. It is **your** responsibility to pay and replace the **key** or **lock** upfront, **you** must ensure **you** keep all original invoices and receipts **you** have received.
6. Send the original copy of the invoices/receipts **you've** received to the postal address below, along with the reference number (received from **our** claims handler) and the Loss Property/Crime Reference number (if applicable).
7. **You** will be responsible for any **costs** over the **total policy limit**.

To make **claim** send all receipts/invoices to:

Specialist Claims,
PO Box 1192,
Doncaster,
DN9 1PU

Features and Benefits

This **policy** provides **you** with up to £1,500 (inc VAT) of cover in the event that any **keys** are lost, stolen or damaged within the **territorial limits**.

What is covered:

- > If **your keys** are stolen, damaged or lost anywhere in the **UK**, **you** must report this to the claims administrator. All claims for theft must be reported to the police and a crime reference number obtained. Upon validation of **your claim** the claims administrator will reimburse **you** for the cost.
- > If **your keys** are found, the claims administrator will contact **you** to discuss the appropriate action.
- > Broken or locked in **keys** – If **your keys** are locked in **your** vehicle, home or office or broken in any **lock** denying **you** access to **your** property, **you** must report this event to the claims administrator. Upon validation of **your claim** the claims administrator will reimburse **you** for the cost.
- > Stranded – If **you** are stranded more than 5 miles from **home** by theft, loss or damage of **your keys** and have no access to **your** vehicle the claims administrator will pay £75 per day inc VAT for car hire, for up to 3 days. As an alternative, public transport or taxi fares may be payable. The claims administrator must be notified of the circumstances first.
- > There is no excess payable.
- > **You** can make a **claim** on this **policy** without affecting **your** 'No Claims Bonus' on **your** other insurance policies.

Conditions

1. The police must be notified of all stolen **keys** and a crime reference number obtained.
2. All **costs** for any services rendered must be met by **you** and **you** must forward the original detailed invoice(s), receipt(s) and crime reference number to the claims administrators as soon as possible. Providing **your claim** is within the terms of this **policy** the claims administrator will validate **your claim** and reimburse **your** outlay up to the **policy limits**.
3. Claims for reimbursement of public transport or taxi fares will be assessed individually. For long journeys 15 miles and over, the mode of transport should be a bus or train unless **you** are physically unable to use public transport. For short journeys up to 15 miles, a taxi would be acceptable.
4. All receipts and tickets must be retained; valid receipts will be required to enable reimbursement.
5. **You** must take care to avoid anything which may result in a **claim** under this **policy**.

Exclusions or Limitations

The **Insurer** will not provide cover in respect of:

1. any **claim** for theft of **keys** which is not reported to the police and a crime reference number obtained;
 2. any claims for public transport or taxi fares with no valid receipts or tickets;
 3. Any upfront car hire cost not arranged via the claims administrator;
 4. any **claim** for replacing **locks** when only parts need changing;
 5. any **claim** for damage to **locks** or **keys** by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually;
 6. any **claim** for additional or duplicate **keys**;
 7. any **claim** for loss or damage caused by any act of war, invasion or revolution;
 8. locks that are damaged prior to the loss or theft of **keys**;
 9. replacement **locks** or **keys** of a higher standard or specification than those replaced;
 10. **We** will not provide cover, pay any **claim** or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
-

Windscreen cover (TPF&T) (for customers with a Third Party Fire and Theft policy)

Important Information

To benefit from this **policy**, **you** must contact **us** before arranging the repair or replacement of the glass.

You will be responsible for the first £50 of any **claim** if **you** arrange for the repair/replacement to be carried out by **Auto Windscreens**.

If **you** choose to use any other glass repair/replacement provider, **you** will be responsible for the first £100 of any **claim**.

All monetary values described in this **policy** are inclusive of VAT.

How to Claim

To make a **claim** under this **policy**, please call: **0344 600 9021**

You will need to provide **us** with as much information as possible, including:

- > **Your** name, address and **policy** number
- > The circumstances of the incident
- > Whether **you** would like to arrange for **your** repair or replacement to be carried out by **Auto Windscreens** or a provider of **your** choice.

If **you** choose **Auto Windscreens**, **we** will arrange for them to contact **you** to arrange for the broken or damaged glass to be repaired or replaced on a like for like basis. They will collect the £50 **excess** from **you** before completing the work (no other payment will be required from **you**).

If **you** choose to use **your** own provider, it will be **your** responsibility to arrange the repair or replacement on a like for like basis and to submit the provider's receipted invoice to **us** once the work is completed. **We** will reimburse **your costs** up to £150 above the £100 **excess**. If **you** use **your** own provider because **Auto Windscreens** are not able to attend, **your excess** will be reduced to £50.

Your policy cover

We will pay up to £300 above **your excess** in any one **period of cover** for **your insured vehicle's** windscreen or windows to be repaired or replaced in the event of:

1. Breakage of **your insured vehicle's** windscreen or windows; or
2. Damage to **your** windscreen, which would be sufficient to cause **your insured vehicle** to fail its MOT test in accordance with the windscreen requirements set out in the **MOT checklist**.

Exclusions

We will not be liable for:

1. The **excess**, which applies to each and every **claim** against this **policy**.
 2. Any damage which occurred prior to or within the first 30 days of the start date of this **policy**, unless **you** are renewing an existing **policy**.
 3. Any **claim** arising from **your insured vehicle** failing an MOT test due to damage to **your** windscreen or windows within the first 60 days of this **policy**, unless **you** are renewing an existing **policy**.
 4. Any **costs** that **you** incur prior to **our** acceptance of **your claim**.
 5. Any damage that occurs whilst **your insured vehicle** is outside the **territorial limits**.
 6. Any damage caused to sunroofs, glass sections of folding or removable roofs and interior glass.
 7. Any **claim** where the **insured vehicle** is an emergency vehicle, taxi, heavy goods vehicle in excess of 7.5 tonnes, motorcycle or is used for road-racing, rallying, pace-making, speed testing or any competitive or off-road activity or event.
 8. Loss of use of **your insured vehicle** or any other loss caused directly or indirectly by the event which led to **your claim**, unless specifically stated in this **policy**.
 9. Any damage deliberately caused by **you**.
-

10. Any **claim** which is covered under any other insurance **policy** that **you** hold.
11. **We** will not provide cover, pay any **claim** or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Conditions

1. This **policy** is subject to a maximum limit of £300 above **your excess** in any one **period of cover**. **You** will be expected to pay any **costs** above this limit.
 2. **Your insured vehicle** must have a valid MOT certificate and be insured by an authorised UK motor **insurer** at all times during the **period of cover**.
 3. The cover provided by this **policy** only applies to the vehicle named in **your policy schedule**.
 4. This insurance contract is between **you** and **us**. Any person or company who is not involved in this insurance **policy** has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this insurance **policy**. This does not affect any other rights another organisation has apart from under that act.
-

Products

Section 3: Breakdown cover, provided by the RAC

Status

Sainsbury's Bank plc, Registered Office: 33 Holborn, London EC1N 2HT (registered in England and Wales, no. 3279730) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (registered number 184514) and the Prudential Regulation Authority. Sainsbury's Supermarkets Ltd is an appointed representative of Sainsbury's Bank plc.

Breakdown cover provided by RAC Motoring Services (registered no. 01424399) and RAC Insurance Ltd (registered no. 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



Important information about your policy

Any words in this **policy** booklet that are in **bold** type are defined. Please see the Definition of words which explains the meaning of each defined term.

RAC Breakdown Cover is intended to offer services relating to the breakdown of vehicles. Based on the information provided this **RAC Breakdown Cover** meets the demands and needs of those who own or drive vehicles and wish to make sure the risk of the breakdown of the vehicle is met now and in the future.

This **policy** booklet contains the benefits, conditions and exclusions that apply and the general conditions and exclusions that apply for all cover types in this **policy** booklet. The drivers must meet these conditions or **we** may not provide the RAC Breakdown Cover.

You'll receive a Car Insurance **Policy** Schedule for each vehicle. This should be kept in the vehicle to make sure we're able to provide the services.

Please read this **policy** booklet carefully to check the cover **you** have chosen and to make sure it meets **your** demands and needs.

Please make sure these documents are kept in a safe place. If **you** cannot find any of **your** documents, please contact Sainsbury's Bank plc to request a replacement.

This **policy** booklet is the contract of insurance between **you** and RAC Motoring Services.

Use of language

Unless otherwise agreed, the contractual terms and conditions (including this **policy** booklet and the Car Insurance **Policy** Schedule) and other information relating to this contract will be in English.

Law

The parties are free to choose the law applicable to **RAC Breakdown Cover**. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales.

Terms and conditions

Cover

RAC Breakdown Cover covers the **vehicle** which is identified on **your Car Insurance Policy Schedule** and which is being driven by any **driver** with a full, valid driving licence during the **period of cover**. **You** and each **driver** must comply with the applicable terms and conditions under **RAC Breakdown Cover**. Any failure to do so may impact on **your** rights under this **RAC Breakdown Cover**, including whether **you** can make a **claim**. **You** should make sure that each **driver** is made aware of this as well as the level of cover under **RAC Breakdown Cover**.

If **you** would like to change the **vehicle** covered under **RAC Breakdown Cover**, please see Changes to **your** details in this **policy** booklet.

Reimbursement of payments

Where **we** state in this **policy** that **we** will reimburse **you** for certain sums as part of the cover, such reimbursement will be following receipt of a **claim** form (which is available on request by calling: **0330 159 0337**) and proof of payment.

For reimbursement of payments made by **you** under this **policy** please submit proof of payment to **us** at:

RAC
Breakdown Customer Care
Great Park Road
Bradley Stoke
Bristol
BS32 4QN

In certain circumstances, **we** may be able to arrange the benefits and pay such covered amounts on **your** behalf, and will notify **you** or the **driver** of this at the time of making the **claim**.

Period of cover

RAC Breakdown Cover provides cover for the **period of cover** as set out in **your Insurance Policy Schedule**.

Additional services provided by the RAC

If the **driver** requires additional services that are not covered under **RAC Breakdown Cover**, **we** may be able to arrange appropriate additional services at the **driver's** request for an additional cost. For example, to:

- > buy any parts necessary to complete a repair of the **vehicle**;
- > receive specialist services to complete a repair of the **vehicle**;
- > provide any other services that may be available for an additional cost, as stated in this booklet.

The charge for any additional service provided or arranged by **us** will be agreed with the **driver** when the service is requested and before any **costs** are incurred.

What words mean

The following defined words will carry the same meaning wherever they are shown in **bold** throughout section 3 of this booklet.

Beyond commercial economical repair

Means where the total cost required to repair the **vehicle**, including any taxes, is greater than the UK **market value** of the **vehicle**. If the **vehicle** has **broken down** or had a road **traffic accident** in **Europe**, the total cost required to repair the **vehicle** will be based on the estimate for repair provided by the **service provider** in the applicable country in **Europe**.

Breakdown/breaks down/broken down

Means the **vehicle** is inoperative, is unsafe to drive and/or has ceased to function as a whole as a result of a mechanical or electrical failure including any failure of the battery, but not as a result of a **road traffic accident**, fire, flood, theft or act of vandalism. A component failure (e.g. air-conditioning failure) in itself does not constitute a **breakdown** unless it causes the **vehicle** to cease to function as a whole. Illumination of a **vehicle's** warning light does not always constitute a **breakdown**. If the illuminated warning light does not constitute a **breakdown**, **you'll** need to make **your** own way to a place of repair and any breakdown cover under this **policy** booklet will not apply.

Business use

Means the use of a **vehicle** in connection with hire or reward and/or couriers;

Caravan/trailer

Means any **caravan** or **trailer** that complies with the following specifications:

- > Max Weight (gross) – 3.5 tonnes
- > Max Length (including tow bar) – 7.0m (23ft)
- > Max Width – 2.55 metres (8ft 4in)
- > Max Height – 3.0 metres (9ft 8in)

Car Insurance Policy Schedule

Means the document confirming **your RAC Breakdown Cover** agreement which contains important details about **your cover** and which must be read in conjunction with these terms and conditions.

Claim/call out

Means any request for service or benefit or for cover under **RAC Breakdown Cover**.

Driver/their/they

Means any **driver** of a **vehicle** (including **you**) at the time a **breakdown** occurs who is authorised by **you** to be driving the **vehicle** and is permanently a resident in the **territory**.

Emergency service

Means the police, fire, emergency medical service, the army or the highways agency traffic officer service.

End date

Means the date that this **RAC Breakdown Cover policy** expires as shown on the **Car Insurance Policy Schedule**.

Europe

Means the mainland countries of Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey (in **Europe**) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above in the Mediterranean Sea.

Home

Means the address in the **territory** where **you** permanently live.

Journey

Means a holiday or trip in a **vehicle** to **Europe** which begins on departure from the **home** and ends on return to the **home**.

Market value

Means the **market value** in the **territory**, as reasonably determined by **us** in accordance with published industry data (using Glass's Guide or other appropriate trade **vehicle** valuation guide(s)), of a **vehicle** based upon a **vehicle** of the equivalent age, make, recorded mileage and model as the **vehicle**.

Modified vehicle

Means any **vehicle** that has been modified from the manufacturer's specifications.

Party

Means the total number of persons (including the **driver**) travelling in the **vehicle** for the whole period of the **journey**.

Period of cover

Means the period from the **start date** to the **end date** (as shown on the **Car Insurance Policy Schedule**).

Premium

Means the basis upon which services will be provided under **RAC Breakdown Cover** charged by way of an insurance **premium** which is subject to Insurance **Premium Tax (IPT)** at the current rate.

RAC/we/us/our

Means **RAC** Motoring Services and the additional services and **RAC** Insurance Ltd in respect of Sections D, E and F and each of its authorised agents.

RAC Breakdown Cover

Means this **RAC Breakdown Cover policy** that is subject to the terms and conditions in this **policy** booklet.

RAC contractor

Means any person appointed by the **RAC** to provide certain **breakdown** assistance services on **our** behalf.

RAC patrol

Means a technician employed by the **RAC**.

Road traffic accident

- > for the purposes of Section F only, means a traffic accident involving a **vehicle**; and
- > for the purposes of all other Sections of this **RAC Breakdown Cover**, means a traffic accident involving a **vehicle** within the **territory**.

Service provider

Means any garage, breakdown/recovery company, repairer, car hire company and other **third party service provider** in **Europe**. These **service providers** are not checked or approved by **RAC** and do not act as agents for **RAC**. **RAC** cannot be held liable for acts or omissions of **service providers**.

Specialist equipment

Means equipment that is not normally carried by **RAC patrols** or **RAC contractors** to complete repairs and recoveries in the event of a **breakdown** including, but not limited to, winching and specialist lifting equipment.

Start date

Means the date that this **RAC Breakdown Cover policy** begins as shown on the **Car Insurance Policy Schedule**.

Territory

Means the England, Scotland, Wales, Northern Ireland, Jersey, Guernsey and the Isle of Man.

Vehicle

Means the **vehicle** shown on **your Car Insurance Policy Schedule** that is registered in the UK and complies with the following specifications:

- > Max Weight (gross) – 3.5 tonnes
- > Max Length (including tow bar) – 6.4m (21ft)
- > Max Width – 2.55 metres (8ft 4in)
- > Max Height – 3 metres (9ft 8in)

For the purpose of Section F means the **vehicle** shown on **your Car Insurance Policy Schedule** that is registered in the UK that complies with the following specifications:

- > Max Weight (gross) – 3.5 tonnes
- > Max Length (including tow bar) – 7.0m (23ft)
- > Max Width – 2.55 metres (8ft 4in)
- > Max Height – 3 metres (9ft 8in)

You/your

Means the person shown on the **Car Insurance Policy Schedule** and that is permanently resident in the **territory**.

Cover

Section A. Roadside

RAC Breakdown Cover includes cover for Roadside subject to the terms and conditions below.

What is covered

If a **vehicle** has **broken down** in the **territory** or the Republic of Ireland during the **period of cover** and more than a quarter of a mile from **your home** as measured by **us**, **we'll** provide an **RAC patrol** or an **RAC contractor** to either:

- > repair the **vehicle** at the roadside; or
- > if **we're** unable to permanently repair the **vehicle** at the roadside (within a reasonable time), **we'll** decide, based upon **our** technical expertise in **breakdown** situations, either to provide a temporary repair to the **broken down vehicle** at the roadside or transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination chosen by the **driver** within 10 miles of the **breakdown** as measured by **us**. **We'll** only transport the **caravan** or **trailer** if the **vehicle** has **broken down**.

If **we** transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination of the **driver's** choice, **we** will either:

- > provide transport for the **driver** and up to 8 passengers, of the **broken down vehicle** to that chosen destination. If more than five people require transportation, **we** may need to provide transport in separate **vehicles**; or

- > if the **driver** chooses for **us** to transport the **vehicle** to a garage, **we'll** reimburse the **driver's** taxi fare for a taxi journey to a destination up to 20 miles from the garage for the **driver** and up to 8 passengers of the **broken down vehicle** as long as this is agreed with **us** in advance. In order to **claim** a reimbursement of the taxi fare, **you** must send the receipt for the taxi journey to **us** at the **breakdown** customer care address shown in Section Complaints.

What is not covered

- > Transportation that is not arranged with the **RAC patrol** or the **RAC contractor** when they are dealing with the **breakdown**. Transportation cannot be requested after the **RAC patrol** or the **RAC contractor** has left the **vehicle**;
- > The cost of any parts (including batteries) required by **us** to repair the **vehicle** are not covered under this Section A. If the **RAC patrol** or **RAC contractor** has the required parts **you** or the **driver** can buy the relevant parts from **us** for an additional charge. The parts must be paid for in full at the time of the **breakdown** and before the repair starts. **We'll** not fit any parts (including batteries) bought from any **third party**. This is to make sure that parts are fitted from reputable sources in order to avoid further **call outs** under **RAC Breakdown Cover**;

- > Any **breakdown** resulting from a fault where **we** have previously provided **breakdown** cover for that fault and either:
 - **we** consider, acting reasonably, that the original fault, including faulty battery, has not been properly repaired or replaced, by party other than the **RAC**; or
 - **we** advised any **driver** that **we** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least in part, from a failure to carry out these other repairs.

Section B. Recovery

Please refer to **your Car insurance Policy Schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Recovery as set out in this Section B.

What is covered

If a **vehicle** has **broken down** in the **territory** during the **period of cover** and following an **RAC patrol** or an **RAC contractor** attending the **breakdown** (and not being able to repair the **vehicle** locally within a reasonable time), **we** decide to recover the **vehicle** in accordance with the cover under Section A, **we'll** transport the **vehicle** (and any **caravan** or **trailer** attached to it) and the **driver** and up to 8 passengers, of the **broken down vehicle** to a destination within the **territory** chosen by the **driver**. If more than 5 people require transportation, **we** may need to provide transport in separate vehicles.

Where **your home** is in Northern Ireland, under this Section B, any **breakdown** cover will include the Republic of Ireland. The **vehicle**, the **driver** and up to 8 passengers are entitled to be recovered from the Republic of Ireland to **your home** in Northern Ireland or a single destination chosen by the **driver** where the distance is less than to **your home**.

We may also provide at **our** discretion a recovery service if the **driver** becomes ill during a journey in the **territory** and the passengers are unable to drive the **vehicle**. **We** may ask the **driver** to provide written confirmation from the treating hospital or medical expert that **they** are unfit to drive and prove that they are the only viable **driver** in **their** party.

What is not covered

- > Recovery that is not arranged with the **RAC patrol** or the **RAC contractor** when they are dealing with the **breakdown**. Recovery cannot be requested after the **RAC patrol** or the **RAC contractor** has left the **vehicle**;
- > Recovery to more than one destination including a second recovery where the original recovery destination could not accept the **vehicle** due to their opening hours or other restrictions;
- > Where **we** can demonstrate that the recovery service as set out in this Section B, is being used by **you** and/or the **driver** to avoid the cost of repairing the **vehicle**;

- > Any recovery required as a result of a **breakdown** resulting from a fault where **we** have previously provided **breakdown** assistance for that fault and either:
 - **we** consider, acting reasonably, that the original fault, including faulty battery, has not been properly repaired by a party other than the **RAC**; or
 - **we** advised the **driver** that **we** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** results, at least in part, from a failure to carry out these further repairs;
- > Where a recovery is required due to a **breakdown** as a result of a problem with the tyre of the **vehicle** **we'll** not provide recovery over 10 miles where no serviceable spare tyre is carried by the **vehicle** or no suitable alternative (as recommended by the manufacturer) is available; or
- > Any **vehicle** that is already at a garage or other place of repair.

Section C. At Home

Please refer to **your Car insurance Policy Schedule** which sets out whether this **RAC Breakdown Cover** includes cover for At Home as set out in this Section C.

What is covered

If a **vehicle** has **broken down** in the **territory** during the **period of cover** within a quarter of a mile of the **driver's home** as measured by **us**, **we'll** provide an **RAC patrol** or an **RAC contractor** to either:

- > Repair the **vehicle** at the roadside or the **home**; or
- > If **we're** unable to permanently repair the **vehicle** at the roadside or at the **driver's home**, **we'll** decide, based upon **our** technical expertise in **breakdown** situations, either to provide a temporary repair to the **vehicle** at the roadside or transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a single destination chosen by the **driver** within 10 miles of the **breakdown** as measured by **us**. **We'll** only transport the **caravan** or **trailer** if the **vehicle** has **broken down**.

What is not covered

- > Transportation that is not arranged with the **RAC patrol** or the **RAC contractor** when they are dealing with the **breakdown**. Transportation cannot be requested after the **RAC patrol** or the **RAC contractor** has left the **vehicle**;
- > The cost of any parts (including batteries) required by **us** to repair the **vehicle** are not covered under this Section C. If the **RAC patrol** or **RAC contractor** has the required parts, the **driver** can buy the relevant parts from **us** for an additional charge. The part must be paid for in full at the time of the **breakdown** and before the repair starts. **We'll** not fit any parts (including a battery) bought from any **third party**. This is to make sure that parts are fitted from reputable sources in order to avoid further **call outs** under **RAC Breakdown Cover**;
- > Any **breakdown** resulting from a fault where **we** have previously provided **breakdown** assistance for that fault and either:
 - **we** consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**; or
 - **we** advised the **driver** that **we** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least in part, from a failure to carry out these further repairs.

Section D. Onward Travel

Please refer to **your Car insurance Policy Schedule** which sets out whether this **RAC Breakdown Cover** includes cover for Onward Travel as set out in this Section D.

What is covered

Onward Travel applies if a **vehicle** has **broken down** in the **territory** during the **period of cover**, and following an **RAC patrol** or an **RAC contractor** attending the **breakdown**, **we're** unable to repair the **vehicle** in accordance with the cover under Section A or C. **We'll** provide the **driver** with one of the following benefits:

- > replacement car hire; or
- > alternative transport **costs**; or
- > hotel accommodation

What is not covered

Any assistance as a result of a **breakdown** resulting from a fault where **we** have previously provided **breakdown** assistance for that fault and either:

- > **we** consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**; or
- > **we** advised the **driver** that **we** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** results, at least in part, from a failure to carry out these further repairs.

Replacement car hire

What is covered

We will (subject to availability):

- > arrange and pay for:
 - the hire cost of a replacement car while the **vehicle** is being repaired as a result of the **breakdown** (up to a maximum of 3 consecutive days or until the **vehicle** has been repaired, whichever is sooner). Any replacement car will be limited to a small hatchback; and
 - insurance for the replacement car, including collision damage waiver that waives the **costs** of damage resulting from a collision, but excluding any excess; or
- > if **you** do not comply with the terms and conditions of the hire company used by **us** and **you** agree with **us** to arrange a replacement hire car with another hire car supplier, **we'll** reimburse **you** up to £35 per day up to a maximum of 3 consecutive days or until the **vehicle** has been repaired, whichever is sooner for the cost of the replacement car hire arranged by **you**.

What is not covered

- > Any replacement car hire arranged by **us** where the **driver** of the replacement car does not comply with the usual terms and conditions of the hire company including but not limited to age and licence restrictions. For example, requiring the **driver** to hold and present a driving licence or being able to provide a valid credit or

debit card with sufficient funds available for the car hire company to take a deposit. **We** use reputable car hire companies with market standard terms and conditions;

- > Any replacement car hire arranged by the **driver** that has not been agreed with **us** prior to the **driver** making the arrangements or any request that is not made on the same day as the **breakdown** occurred;
- > **We** will not cover the cost of:
 - delivery and collecting of the hire car vehicle including any fuel used during delivery and collection;
 - any fuel used while the hire car is with a **driver**, including any fuel required to refuel the car at the end of the hire car period to comply with the hire company/s terms and conditions;
 - any insurance excess payable under any insurance for the replacement car;
- > **We** will not supply:
 - any specific car type or model. **We** can try to arrange additional or upgraded hire car vehicles for an additional cost;
 - replacement cars with a tow bar; or
 - specially adapted vehicles.

Alternative transport

What is covered

We'll arrange rail, air or other public transport for the **driver** and up to 8 passengers of the **broken down vehicle** to reach the intended end of the journey within the **territory** and reimburse **you** for the **costs** of such transport up to £150 per person or £500 for all persons, whichever is less. The **driver** will have to pay for any additional transport **costs**.

Hotel accommodation

What is covered

We'll arrange one night's bed and breakfast accommodation for the **driver** and up to 8 passengers of the **broken down vehicle** in a hotel of **our** choice and reimburse **you** for the **costs** of such accommodation up to £150 per person or £500 for all persons, whichever is less. The **driver** will have to pay for any additional hotel **costs**.

Assistance in a medical emergency

What is covered

If during a journey in the **territory** the **driver** or a passenger of a **vehicle** becomes ill or is injured and is taken to a doctor's surgery or hospital without the journey being completed, **we** will:

- > arrange for one night's bed and breakfast accommodation for the **driver** and up to 8 passengers of the **vehicle** whose homes are more than 20 miles from the hospital in a hotel of **our** choice and reimburse **you** for the **costs** of such accommodation up to £150 per person or £500 for all persons, whichever is less. **You'll** have to pay for any additional hotel **costs**; and
- > arrange for an ambulance to take the patient to a local hospital near to their home once medical permission has been given.

What is not covered

Where the person is taken ill during a journey to or from a doctor's surgery or hospital, including for planned doctor or hospital appointments or emergencies.



Section E. Mis-fuel Rescue

Mis-fuel cover is included in all levels of Sainsbury's Bank **RAC Breakdown Cover**.

What is covered

If a **vehicle** has **broken down** due to a mis-fuel in the **territory** during the **period of cover**, **we'll** provide an **RAC patrol** or an **RAC contractor** to either:

- > drain, flush and clean out the fuel system;
- > fill the **vehicle** with up to 10 litres of fuel to get the **vehicle** mobile and allow **you** to drive to the nearest fuel station; and
- > arrange the safe disposal of contaminated fuel;
- > if **we're** unable to repair the **vehicle** due to mechanical damage caused by the mis-fuelling, **we'll** transport the **vehicle**, **you** and up to 8 passengers to **our** nearest **approved garage network** in the **territory** for repair;
- > if more than 5 people require transportation **we** may need to provide transport in separate vehicles.

What is not covered

We will not cover any **costs** in respect of:

- > any damage due to:
 - AdBlue or similar diesel exhaust fluid being put in the fuel tank;
 - wear and tear;
 - pre-existing defects;
 - any **breakdown** or damage not caused by **you** mis-fuelling;

– repairs, replacements or alterations not authorised by **us**; or

- > the cost of refuelling the **vehicle** with any more than 10 litres of fuel; or
- > any act which **we** believe is wilful, unlawful, malicious or negligent.

Section F. European Motoring Assistance

Please refer to **your Car Insurance Policy Schedule** which sets out whether this **RAC Breakdown Cover** includes cover for European Motoring Assistance as set out in this Section F.

Required terms

To make sure **we** can provide the services contained within this Section F, European Motoring Assistance, the **driver** will need to make sure that **they** have the following original documents with them when **they** are on a journey. If a **driver** does not have these documents **we** may not be able to provide assistance:

- > credit card (required if a **driver** needs to take advantage of any **vehicle** hire benefit, buy any replacement parts or receive additional services from the **RAC**);
- > full UK Driving licence (photo card licence) and National Insurance number;
- > proof of **RAC Breakdown Cover** (such as the **Car Insurance Policy Schedule**);
- > vehicle registration document (V5) or Vehicle on Hire Certificate (VE103) and letter of authority to use the vehicle on the **journey**.

Important car hire information

We cannot guarantee that **we'll** be able to arrange a hire car equivalent to the **vehicle**. If the **driver** is travelling in an MPV or similar **vehicle we** may arrange two hire cars. **We'll** only arrange this if there are two qualified **drivers** in the **party**. Otherwise **we'll** arrange alternative means of transport. Car hire arranged under this Section F will be subject to the normal conditions of the hiring company. **We** use reputable car hire companies with market standard terms and conditions which the **driver** must fully comply with. The **driver** must also have held a full UK driving licence or equivalent for a minimum of 1 year (2 years for France). The **driver** must present **their** driving licence to the hire company and present **their** full UK driving licence, National Insurance number and any other information requested.

The **driver's** valid credit card details will also be required by the hire company and the card must be presented to the hire company as security for the hire and to cover extras such as top up of the fuel tank when returning the vehicle.

The **driver** will need to collect a replacement vehicle from the nearest available place of supply. If this is the case, **we'll** provide transportation to the place of supply subject to these terms and conditions.

If the **driver** leaves a hire car at a different location to the one arranged by the **RAC**, the **driver** must pay the hire car company any additional charges which may be made and any additional cost relating to the rental.

Collision Damage Waiver (CDW). Please note that many car hire companies across **Europe** charge a damage excess which is not covered by the CDW. This means that if the car is damaged during the hire period the driver could be liable for the first portion of the cost, which is likely to be over £150, and have **their** credit card charged. In some cases the amount could be much higher and varies according to the hire company, category of hire car and location. The CDW covers the amount above the excess.

Most hire car companies will not permit **their** vehicle to cross certain national borders. It may be necessary to arrange multiple hires or additional transport in order to complete the **journey** within the limits of this cover. A car hired abroad must not be brought into the **territory**. A second car hire will be arranged for the **territory** part of the **journey**. Please note that continental hire cars must be returned to the nearest appropriate hire car agency before boarding the ferry. Passengers may be required to travel as foot passengers to the **territory** where the **driver** will collect any necessary onward transportation.

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorised caravans, motorcycles, convertibles or vehicles with tow bar, roof rack or automatic gearbox and cannot guarantee the hire of minibuses or vans.

While **we** use a range of reputable car hire companies, **we** cannot guarantee that a replacement vehicle will be immediately available or in time to connect with any pre-booked ferry, train or other transport. If this is the case, **we'll** provide the **driver** with a replacement vehicle as soon as possible (if a replacement vehicle is still required).

Caravans and trailers

We do **our** best to find solutions to motoring problems, but **we** regret that **we** can't arrange a replacement **caravan** or **trailer**. It is also virtually impossible to hire vehicles with tow bars so the **driver** may need to leave the **caravan** or **trailer** with the **vehicle** while it's being repaired and it may become necessary to repatriate the **caravan** or **trailer** together with the **vehicle**, if the **vehicle** cannot be repaired abroad by the return date.

Important

Please note that cover is not available for **breakdowns** or **road traffic accidents** suffered by **caravans** or **trailers** and **we'll** only recover or repatriate a **caravan** or **trailer**, subject to the dimension limitations within definitions above, if the **vehicle** towing such **caravan** or **trailer** has **broken down** or suffered a **road traffic accident**. **We** may be able to provide services to a **broken down trailer** or **caravan**, but such service will only be provided at an additional cost.

Motor insurance and vehicle warranty

Cover under this Section F does not replace motor vehicle insurance. **We** strongly recommend **you** tell **your** motor insurers before taking a **vehicle** abroad. If **you** do not, the **motor insurance policy** may only provide cover for damage caused to other people or their property. This means that there will not be cover for damage to the **vehicle** (including damage caused by fire) or theft of the **vehicle**. The insurers will also need to know if the **vehicle** is towing a **caravan** or **trailer**.

If the **vehicle** has a manufacturer's or other mechanical warranty, **we'll** provide emergency assistance but **you** are responsible for ensuring subsequent repairs are in accordance with the warranty and do not invalidate it.

Disruption in country

Our service in certain countries may become disrupted or unavailable due to current conditions in that country. For example, strike action may delay or prevent **our** service under this Section F. If this is the case, **we'll** not be liable for any losses that the **driver** may suffer as a result of the disruption or unavailability of **our** services. To obtain current information on conditions in the countries the **driver** is travelling to, please refer to the Foreign and Commonwealth Office website at:

www.gov.uk/government/organisations/foreign-commonwealth-office

or email: TravelAdvicePublicEnquiries@fco.gov.uk

Limits of cover

The cover under Section F is subject to an aggregate overall limit of £2,500 per **claim** and is subject to the further limits of cover in respect of each type of cover.

This Section F provides cover for **journeys** during the term of **your policy**, but each **journey** is limited to a maximum of 90 days and each **journey** must fall within the **period of cover**. **We'll** not provide cover for a **journey** if the **vehicle** will not return to the **territory** within the **period of cover**. If the end of any **journey** will be outside the **period of cover**, **you'll** need to renew the cover before the **driver** starts the **journey**. If, however, the **vehicle** is due to return to the **territory** within the **period of cover** but it's delayed due to a **road traffic accident** or **breakdown** that is covered by this Section F, **we'll** provide cover for that **journey**.

The Sections of European Motoring Assistance

In the event that the **vehicle** has **broken down** or has been in a **road traffic accident**, the **RAC patrol**, **RAC contractor** or **service provider** that attends the **breakdown** or **road traffic accident** will carry out a preliminary fault diagnosis to confirm whether the **vehicle** can be repaired within 12 hours and, if not, whether:

- > it can be repaired by the date that the **driver** originally planned to return to the **territory**;
- > it requires repatriation to the **territory**; or
- > it is **beyond commercial economical repair**.

The **driver's** request for **breakdown** or **road traffic accident** assistance will act as authorisation for **us** to arrange the fault diagnosis and determine the best course of action based upon **our** technical expertise in these situations.

We'll then discuss the preliminary fault diagnosis with the **driver** and determine which other benefits may be available under this Section F as a result of the **claim**. For example, if the repairs cannot be completed within 12 hours, **we'll** discuss whether the **driver** would like **us** to arrange transport to continue the **journey** to the original destination (under Section F3) or arrange accommodation while the **driver** waits for the repair to be completed (under Section F5). These alternatives will be discussed with the **driver** at the outset so that the best course of action can be agreed. **We** will have the final say on the best course of action if this cannot be agreed.

If there is a change to the preliminary fault diagnosis at any time, **we'll** discuss this with the **driver** and determine if the benefits provided under this Section F should change as a result.

If the **vehicle** cannot be repaired by the date that the **driver** originally planned to return to the **territory**, and it's agreed to repatriate the **vehicle**, the **driver** and the **party**, all other cover under this Section F will cease. This will also apply where the preliminary fault diagnosis changes and it's agreed to repatriate the **vehicle** and the **driver** and the **party**.

We'll pay the **RAC patrol**, **RAC contractor** or **service provider's** fees to carry out the preliminary fault diagnosis of the **vehicle**.

Important

Whilst **we'll** help with the arrangements and progress of any workshop repairs, if requested by the **driver**, these repairs are not covered under this **policy**. Any information regarding the cost of repairs provided by **us** is of an advisory nature only. The repairer will be working for the **driver** and **we** have no legal responsibility to the **driver** for their efficiency or quality of the repairs.

Section F1: Journey continuation in the territory

What is covered

If a **vehicle** has **broken down** in the **territory** during the **period of cover** within 24 hours of the planned departure date of the **journey** from the **territory** and, following an **RAC patrol** or an **RAC contractor** attending the **breakdown**, **we're** unable to repair the **vehicle** once **we** have decided that **we** cannot get the **vehicle** repaired locally within 24 hours, **we'll** arrange and pay for the cost of a replacement car (including collision damage waiver) to enable the **driver** to continue the **journey** for up to 14 consecutive days.

What is not covered

- > A **breakdown** during a **journey** where the **breakdown** occurs more than 24 hours prior to the planned **journey**;
- > Fuel and oil **costs**, personal insurance or any other extra **costs**;

- > The excess payable under any insurance for the replacement vehicle; or
- > A replacement car following a **road traffic accident** in the **territory**.

Section F2: Roadside assistance in Europe

What is covered

If a **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of cover**, **we'll** arrange and pay for a **service provider** to either:

- > repair the **vehicle** at the roadside; or
- > if they are unable to permanently repair the **vehicle** at the roadside, **we** together with the **service provider** will decide to either:
 - arrange for a temporary repair to the **vehicle** at the roadside; or
 - arrange transportation of the **vehicle** to a local repairer. Where the **vehicle** has been recovered to a local repairer following a **breakdown** and the local repairer is able to repair the **vehicle** on the same day as the **breakdown**, **we'll** contribute up to £150 towards the local repairer's labour charges for repairing the **vehicle**.

What is not covered

- > Repair **costs**, including labour charges, if the **vehicle** was in a **road traffic accident**;
- > If the **vehicle** cannot be driven due to a **road traffic accident**, any damage which **you** or the **driver** are entitled to have repaired by **your** motor insurers must be reported to them immediately. **Your** insurers must decide whether to authorise repairs abroad or have the **vehicle** repatriated. **We** cannot repair the **vehicle**.
- > Repair **costs** if, in **our** reasonable opinion, the **vehicle** is **beyond commercial economical repair**;
- > Any **costs** for non-emergency repairs such as satellite navigation or air conditioning or climate control faults which do not affect the mobility or security of the **vehicle**, nor render it unsafe to drive;
- > The cost of any parts required to repair the **vehicle**;
- > Repair **costs** not directly necessary to enable the **vehicle** to continue the **journey**; or
- > If the vehicle suffers a breakdown as a result of mis-fuelling **we'll** not repair the **vehicle** (including not draining or removing the fuel). **We'll** only recover the **vehicle** to a local repairer. **We** may be able to repair the **vehicle** and/or arrange recovery of the vehicle to another location for an additional charge. Any further service under this Section F will not be provided.

Section F3: Journey continuation in Europe or return home

Cover under this Section F3 is not available if **you** benefit from additional accommodation expenses under Section F5.

What is covered

If the **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending in accordance with Section F2, the **vehicle** cannot be repaired in accordance with Section F2 within 12 hours of the **breakdown** or **road traffic accident**, **we'll** arrange and pay for the **driver** and the **party** to continue the **journey** by any one or a combination of:

- > a replacement hire car (including collision damage waiver) until the vehicle has been fixed up to 14 consecutive days; and/or;
- > a standard class ticket up to £125 per person per day, up to a maximum of £1,500 in total for travel by air, rail, taxi or public transport.

Cover under this Section F3 will stop once the **vehicle** has been repaired to a roadworthy condition and **you** or the **driver** have been notified. Once **you** or the **driver** are notified that this is the case, the **driver** must return any hire car to the place of collection of the hire car or can choose to keep the hire car for an additional period to continue the intended **journey**; however, all additional hire car **costs** are payable by the **driver** and will be charged to the **driver's** credit card.

What is not covered

- > Fuel and oil **costs**, personal insurance or any other extra **costs**;
- > The excess payable under any insurance for the replacement vehicle;
- > The cost of any replacement vehicle after 24 hours (or such other time agreed with **us**) the **driver** being notified that the **vehicle** has been repaired or is to be repatriated or is **beyond commercial economical repair**;
- > First class rail and air fares;
- > The **costs** of meals or any other expenses; or
- > Any **costs** during the receipt of any benefits under Section F5.

Section F4: Replacement parts dispatch

What is covered

If a **vehicle** has **broken down** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending the **breakdown** in accordance with Section F2, the **vehicle** requires replacement part(s) necessary to complete repairs to it, but those parts are not obtainable locally, **we** will, (subject to availability) arrange the purchase of such replacement parts and arrange and pay for:

- > the freight, handling and ancillary charges for dispatch of the replacement parts to the **vehicle** or an appropriate railway station or airport; and

- > if the parts are dispatched to a railway station or airport, the cost of one person to collect the parts from the railway station or airport if required.

What is not covered

The cost of the parts, which must be paid for when the **driver** telephones **us** to arrange for the parts to be dispatched. The **driver** will be asked for credit card details and **we'll** take payment before dispatch.

Important

We'll arrange to dispatch parts as quickly as possible, but delays may occur at weekends and bank holidays so **we** cannot guarantee when these will arrive. **We'll** not be responsible for errors made by the manufacturers or suppliers of the parts. **We** use a range of reputable suppliers to source replacement parts; however, **we** cannot guarantee the availability of replacement parts, especially for older or specialist **vehicles**, for which parts may be impossible to locate.

Section F5: Additional accommodation expenses

Cover under this Section is not available if **you** benefit from Journey continuation under Section F3.

What is covered

If a **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending in accordance with Section F2 the **vehicle** cannot be repaired within 12 hours of the **breakdown** or **road traffic accident**, **we** will, subject to the overall limits of cover, arrange and pay a contribution of £30 per person per night up to a maximum of £500 towards additional (not alternative) accommodation for the **driver** and the **party** in a hotel of **our** choice whilst waiting for the **vehicle** to be repaired. **We** will also pay for local taxi fares authorised by **us** in advance between the place of repair and the accommodation.

What is not covered

- > Any accommodation **costs** that the **driver** or the passengers would have otherwise incurred on the **journey**;
- > Any accommodation **costs** if the **driver** has alternative accommodation available for use;
- > Any accommodation **costs** once **you** or the **driver** have been notified that the **vehicle** has been repaired, is to be repatriated or is **beyond commercial economical repair**;

- > The **costs** of meals or any other extra **costs** and expenses; or
- > Any **costs** during the receipt of any benefits under Section F3.

Section F6. Replacement driver

What is covered

If the only **driver** of the **vehicle** in the **party** is declared medically unfit to drive by a registered doctor during a **journey** in **Europe** during the **period of cover**, **we'll** arrange and provide a replacement driver to drive the **vehicle** and the **party** to the **journey** destination or **your home**. Written confirmation from the treating hospital or medical expert that the **driver** is unable to drive will be required.

What is not covered

- > A replacement driver if there is another qualified **driver** in the **party** who is fit and legally able to drive the **vehicle**;
- > A replacement **driver** where the driver knows of a medical condition that may prevent them from driving the **vehicle** before the **driver** starts the **journey** and there is no alternative **driver** within the **party**; or
- > Any expenses which the **driver** or the **party** would have had to pay if the **driver** had not been declared medically unfit to drive.

Section F7: Vehicle break in – emergency repairs

What is covered

In the event of damage to windows, windscreens or locks of a **vehicle** caused solely by forcible entry or attempted forcible entry of the **vehicle** in **Europe** during a **journey** during the **period of cover**, **we** will, subject to the overall limits of cover, either provide cover for the cost of immediate emergency repairs to the damage to enable the **driver** to continue the **journey** or the cost of recovery of the **vehicle** to a local repairer for repairs to be carried out, up to a maximum of £175.

The **driver** will need to pay these **costs** and **you** can **claim** these **costs** back from **us** by completing a **claim** form.

The matter must be reported to the police before contacting **us** and a written report must be obtained from the police. **You'll** need to provide a copy of the police report to **us** when **you** make **your claim** under this Section.

What is not covered

- > Any **costs** if the **driver** does not report the matter to the police before contacting **us** or does not obtain a police report;
- > The cost of any parts required to repair the **vehicle**;
- > Repair **costs** not directly necessary to enable the **vehicle** to continue the **journey**; or
- > **Costs** over £175, inclusive of recovery **costs**.

Important

If there is a forcible entry or attempted forcible entry of the **vehicle you** can only **claim** under this Section. **We'll** not provide any other benefits described in this Section F. Should the **vehicle break down** or be involved in a **road traffic accident** in the same **journey**, **we'll** provide the relevant service in line with the relevant Section(s) of cover.

You should always contact the motor insurance company that insures the **vehicle** first before calling **us**.



Section F8: Vehicle repatriation

What is covered

If a **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending in accordance with Section F2, the **vehicle** cannot be repaired by the planned return date to the **territory**, **we** will arrange and pay for:

- > storage of the **vehicle** and any **caravan** or **trailer**, while awaiting repatriation by **us** in accordance with this Section; and
- > repatriation of the **vehicle** and any **caravan** or **trailer** by road transporter from the place of the **breakdown** or **road traffic accident** or the local repairer to **your home** or a repairer in the **territory** chosen by the **driver**, providing the cost is not more than the **market value** of the **vehicle**, **caravan** or **trailer**. If the cost of repatriation is more than this, **you** or the **driver** will have to pay the balance between the **market value** of the **vehicle**, and any **caravan** or **trailer** on tow at the time of the **breakdown**, and the cost of repatriation before service is provided.

If the **vehicle** has been in a **road traffic accident** that is covered by a **motor insurance policy**, **we'll** follow the insurers' decision on whether to have the **vehicle** repatriated. The insurers may alternatively decide to authorise repairs abroad or determine that the **vehicle** is **beyond commercial economical repair**.

What is not covered

- > Any storage charges or repatriation **costs** not authorised by **us** or while **we're** awaiting a decision from the motor **insurer**;
- > The cost of repatriation (including storage charges) if **we** determine (acting reasonably) that the **vehicle** is **beyond commercial economical repair**;
- > The cost of repatriation (including storage charges) if the **vehicle** is roadworthy;
- > Transportation **costs** for any personal belongings, valuables or luggage. Any items left with the **vehicle**, **caravan** or **trailer** for recovery are left at the **driver's** own risk;
- > **We're** unable to transport any animals in the **vehicle**, **caravan** or **trailer**. **We** cannot guarantee that **we** can arrange transport for any animal. Any onward transportation is at **our** discretion and solely at the **driver's** risk. **We** will not insure any animal during any onward transportation **we** may undertake;
- > Any repairs required to the **vehicle** and associated **costs** following repatriation;
- > Any repatriation that is not authorised by the **insurer** if the **vehicle** has had a **road traffic accident** covered by the motor **insurer**;
- > Any cancelled repatriation as a result of **you** or the **driver** failing to leave keys for the **vehicle**, **caravan** or **trailer** or keys for any roof box with the **vehicle**, **caravan** or **trailer**; or

- > Any **claim** if the **vehicle, caravan** or **trailer** is being repatriated, and customs in any country find its contents are breaking the law of that country.

If **you** have any enquiries relating to **your** repatriation, please contact **us** on 0330 159 0342.

Important

Once repatriation is authorised by **us** it normally takes 8–14 working days for the **vehicle, caravan** or **trailer** to be delivered from most countries in western **Europe** to the chosen address in the **territory**. At busy times and from some other European countries (particularly from eastern and northern **Europe**) it may take longer. **We'll** discuss the likely timescales for repatriation with **you** in the event that repatriation is required.

It is **our** decision alone whether to repatriate or repair locally a **vehicle** which cannot be driven as a result of a **breakdown** or **road traffic accident** except where the **road traffic accident** is covered by a **motor insurance policy**. If the **vehicle** has been in a **road traffic accident** that is covered by a **motor insurance policy, we'll** follow **your** insurers' decision on whether to have it repatriated. The insurers may alternatively decide to authorise repairs abroad or determine that it's **beyond commercial economical repair**.

Repatriation cannot be used to avoid repair **costs**. **We'll** only repatriate if **we** consider that the **vehicle** cannot be repaired by the driver's planned return date to the **territory**, and not as a result of any other request.

If the **vehicle** is **beyond commercial economical repair, you'll** have 10 weeks in which to advise **us** of how **you** wish to recover or dispose of it. If **you** do not contact **us** within 10 weeks **you'll** be considered to have authorised **us** to dispose of it as **we** choose.

If a **vehicle** and any **caravan** or **trailer** is to be repatriated and has been fitted with a roof box or bicycle rack, the **driver** must remove it and place it inside the **vehicle, caravan** or **trailer**, if possible. If the **driver** cannot do so, the roof box or bicycle rack can be left on the **vehicle, caravan** or **trailer**. The roof box keys need to be left with the **vehicle, caravan** or **trailer** keys in the event that customs require access. Failure to leave the required keys with the **vehicle, caravan** or **trailer** may result in the cancellation of the repatriation and **you** or the **driver** may be required to collect the **vehicle, caravan** or **trailer**.

If a **vehicle** and any **caravan** or **trailer** is to be repatriated, **you** should check with **your** motor insurers that it will be covered in transit for loss or damage and that the contents are also covered. This Section F will not cover any **vehicle, caravan** or **trailer** or their contents during transit.

Section F9: Collection of vehicle left abroad for repair

Cover under this Section is only available where **we** have agreed with **you** that the **vehicle** will remain in **Europe** for repair and not be repatriated under Section F8.

What is covered

If a **vehicle** has **broken down** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending the **breakdown** in accordance with Section F2, the **vehicle** cannot be repaired by the planned return date to the **territory** and the **driver** and the **party** have been repatriated to **your home** under Section F3, **we'll** arrange and pay for one person, up to £600, to collect the **vehicle** and return it to the **territory**, by any one or a combination of:

- > second/standard class rail and other public transport fares (including ferry fares) for one person to travel to the **vehicle**;
- > additional ferry fares from the **territory** to **Europe** and back for a **vehicle** and one person; and/or
- > local taxi fares authorised by **us** in advance.

We will also pay a contribution towards single room accommodation (room only) for one person, up to a maximum of £50 per night if necessary, to complete the round trip.

What is not covered

- > fuel and oil **costs**, personal insurance or any other extra **costs**;
- > the **costs** of meals or any other extra **costs** and expenses;
- > First class rail fares;
- > **costs** for more than one person;
- > transportation **costs** for any personal belongings, valuables, animals or luggage; or
- > any storage charges once **you** or the **driver** have been notified that the **vehicle** is ready for collection.

Important

Any decisions as to whether the **vehicle** can be repaired abroad so that **you** (or someone nominated by **you**) must return and collect it on completion of the repair or that the **vehicle** cannot be repaired and must be repatriated will be determined by **us** in accordance with Section F8.

Section F10: Customs duty indemnity

What is covered

Customs claims for import duty if the **vehicle** is **beyond commercial economical repair** as a result of a **breakdown** in **Europe** during a **journey** during the **period of cover** and it has to be disposed of abroad under customs supervision.

What is not covered

Any import duties not relating to the **vehicle**, **caravan** or **trailer**.

Section F11: Urgent message relay service

What is covered

We'll relay urgent messages to the **driver's** immediate relatives or close business associates if the vehicle cannot be driven because of **breakdown** or a **road traffic accident** in **Europe** or in the **territory** during a **journey** during the **period of cover**.

What is not covered

Cost of relaying any urgent message not arranged through **us**.

General conditions for this Section F

In addition to the general conditions, the following conditions apply to this Section F. If any **driver** does not comply with these conditions **we** may not be able to provide cover under this Section F.

- > the **driver** must make sure the **vehicle**, (including any **caravan** or **trailer** attached to it) meets all relevant laws of the countries visited during a **journey**. This particularly includes weight limits for towing;
- > **we** will require the **driver's** credit card details if **we** arrange a service for the **driver**, which is not covered by the **RAC Breakdown Cover** or if it exceeds the limit set for each benefit;
- > exchange rate: Any **costs** that are incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used by **us** at the time. Any **costs** that are incurred by **you** or the **driver** in a currency other than GBP and which are recoverable from **us** under this Section F, will be converted to GBP at the exchange rate used by **you** or the **driver's** credit or debit card provider (in the case of card payments) or used by **us** at the time **you** present the **claim** (in the case of cash payments);
- > eligible persons: **Drivers** must be a permanent resident in the **territory** during the **period of cover**; and
- > the **vehicle** must be maintained in accordance with the manufacturer's recommended service standards.

General exclusions for this Section F

In addition to the general exclusions, the following exclusions will apply to this Section F:

- > if the **driver** fails to contact **us** within 24 hours of becoming aware of the **breakdown we** may refuse to provide cover in relation to the **breakdown**;
 - > any **costs** which the **driver** or passengers would have had to pay if the **breakdown** or **road traffic accident** (as applicable) had not occurred;
 - > replacement vehicles:
 - the provision of convertibles, any specific car type or model, specially adapted vehicles or vehicles with a tow bar, roof rack or automatic gearbox; or
 - the provision of a replacement caravans or trailers.
- Please note **your** cover under this Section F does not extend to any replacement vehicle.
- > any **breakdown** or **road traffic accident** caused directly or indirectly by the overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
 - > any personal belongings, valuables, luggage, goods, vehicles, boats in or on a **vehicle**. The **driver** is responsible for the care of these items at all times;
- > any **breakdown** or **road traffic accident** caused directly or indirectly by:
 - running out of oil or water;
 - frost damage; or
 - rust or corrosion;
 - > any **claim** which **you** or the **driver** could make under any other insurance **policy**. If the value of the **claim** is more than the amount **you** or the **driver** can get from any other insurance **we** may pay the difference. If **we** do make a payment it will not be more than the appropriate benefit limit under this Section F;
 - > if the **breakdown** or **road traffic accident** is caused by flooding brought about by adverse weather **we'll** only arrange for the **vehicle** to be taken to a local repairer. All further service will be at the **driver's** cost, or must be referred to the **vehicle's** motor **insurer**;
 - > any travel outside the **territory** and **Europe**;
 - > routine servicing of the **vehicle**, replacing tyres, replacing windows, replacement of missing* or broken keys. **We** may be able to arrange for the provision of these services but the **driver** must pay for any **costs** incurred.

*Keys which are locked inside the **vehicle** are covered and **we** can arrange for a **service provider** to attend. However, any damage which may occur in trying to retrieve the keys will be at the **driver's** risk and the **driver** must pay for any **costs** incurred.

If the **vehicle breaks down** as a result of a problem with its tyre, **we'll** give assistance to change the tyre using a serviceable spare tyre carried by the **vehicle**. If the **vehicle** doesn't have a serviceable spare tyre, General exclusion 16b(i) will apply.

Where the **vehicle** is not provided with a spare tyre **we'll** recover the **vehicle** to a local repairer.

- > the cost of any transportation, accommodation or care of any animal;
- > if **you** or the **driver** delays repairs to the **vehicle** for whatever reason, any **costs** that **we** consider (acting reasonably) would not have been incurred under this Section if **you** or the **driver** had not delayed repair; and
- > any **costs** that are not arranged through **us** or arranged by **us**.

General conditions

The following conditions apply to all of this **RAC Breakdown Cover**. If **you** or any **driver** does not comply with these conditions **we** may not be able to provide cover under **RAC Breakdown Cover** and **we** may cancel this **RAC Breakdown Cover**.

1. **You** must pay the **premium** for this **RAC Breakdown Cover** and any applicable taxes by the due date set out in the **Car Insurance Policy Schedule** or this **RAC Breakdown Cover** may be cancelled in accordance with the cancellation provisions in Section RAC Breakdown Cover cancellation;
2. Any **claim** for a reimbursement of payments made must be accompanied by proof that such payment has been made before **we'll** reimburse **you**, for example, a receipt or invoice relating to the payment;
3. The **vehicle** must be registered at **your home**.
4. A **driver** that can legally drive the **vehicle** and is willing to drive the **vehicle** must be with the **vehicle** at the time of the **breakdown** and when the **RAC patrol** or **RAC contractor** arrives at the **breakdown**. If **they** are not, **we'll** not provide any service related to the **breakdown**;
5. If **we** provide an onward transportation service of passengers of a **vehicle**, anyone under the age of 16 must be accompanied by someone who is 17 or over;
6. If **we** provide an onward transportation service for the **driver** and the passengers of a **vehicle**, any animals that were in the **vehicle** can only be transported in the **vehicle** at **your** or the **driver's** own risk. **We** will not transport animals in the recovery vehicle and **we'll** not be liable for or insure any animal during any onward transportation; however, any assistance animals must be transported with **their** owners;
7. **We'll** attend a **breakdown** at the **driver's** request in good faith; by making a request for service under the terms of this **RAC Breakdown Cover you** or the **driver** confirm that the **driver** and **your vehicle** comply with all legal requirements;

8. Each **driver** must be authorised by **you** to be driving the **vehicle** and be a permanent resident in the **territory**. If not, **we'll** not be able to provide any service related to the **breakdown**; and
9. The **driver** must be able to prove the **vehicle's** eligibility by producing the valid **Car Insurance Policy Schedule** applicable to the **vehicle they** are driving.

Upon request from **us**, the **driver** must provide **us** with proof that the **vehicle** complies with any of the above conditions and allow **us** to examine the **vehicle** to confirm whether it's in a legal or roadworthy condition, at any time. If the **driver** is unable to provide **us** with such proof, and does not allow **us** to examine the **vehicle** or **we** consider (acting reasonably) that a **vehicle** is not in a legal or roadworthy condition for any other reason, **we** reserve the right to refuse to provide any service under this **RAC Breakdown Cover** relating to that **vehicle**. This means **we** may decline the **claim**.

The **driver** must also tell **us** if **they** are aware of any mechanical, electrical or other defect or problem with a **vehicle** which may cause it to **break down**. If the **driver** does not do so, **we** reserve the right to refuse to provide any service under this **RAC Breakdown Cover** if required as a result of such a **breakdown**.

General exclusions

The following exclusions apply to all of the Sections of this **RAC Breakdown Cover**. **RAC Breakdown Cover** does not cover:

1. any **breakdown** or request for service occurring within the first 24 hours of **you** joining **RAC Breakdown Cover**; however, this 24 hour exclusion period will not apply on renewal of **RAC Breakdown Cover**. For Section A, **we'll** attend the **vehicle** and provide cover within the first 24 hours, but only where the **vehicle** had not **broken down** prior to **you** joining **RAC Breakdown Cover**;
2. attendance following a **road traffic accident** in the **territory**. If a **driver** has had a **road traffic accident** in the **territory** and would like **us** to recover the **vehicle**, **we** may be able to help for an additional charge;
3. attendance following fire, flood (in the **territory**), theft, act of vandalism or any other incident covered by any **policy** of motor insurance. If **you** or a **driver** would like **us** to recover the **vehicle** following one of these incidents **we** may be able to help for an additional charge;
4. assistance in a medical emergency;
5. any **vehicle** that is already at a garage or other place of repair;
6. any **vehicle** which is used for **business use**;
7. servicing or assembly of a **vehicle**;
8. **vehicles** which have **broken down** on land to which a **driver** or **we** do not have permission to access;

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9. **vehicles** which have **broken down** as a result of taking part in any motorsport, motor racing, rallies, runs, timed events or other competitive events (including, without limitation, rallies or stock car racing) or activities which take place off the public highway and are not subject to the normal rules of the public highway. Vehicles participating in any event which takes place on and complies with the normal rules of the public highway (such as a treasure hunt, touring assembly or navigational road rally), will not be excluded;
 10. **vehicles** being demonstrated or delivered under trade plates;
 11. the recovery of any **caravan** or **trailer** in the **territory** except where the **vehicle** that was towing the **caravan** or **trailer** has **broken down**. If the **driver** would like **us** to recover any **caravan** or **trailer** in these circumstances, **we** may be able to help for an additional charge;
 12. the transportation of any **vehicle** which the **RAC patrol** or **RAC contractor** considers (acting reasonably) is loaded over its legal limit;
 13. the cost of **specialist equipment** for any reason (including safely lifting a **modified vehicle**). **We** may be able to arrange breakdown and recovery services with **specialist equipment** if needed for an additional charge; all **costs** of such services will be payable in advance direct to the **RAC, RAC patrol or RAC contractor**;
 14. transportation of any horses or livestock;
 15. any services or benefits relating to a **breakdown** that was reported under a different **RAC** agreement to this **RAC Breakdown Cover**. To receive any services or benefits under this **RAC Breakdown Cover**, the **driver** must have reported the **breakdown** against this **RAC Breakdown Cover**;
 16. any **costs**:
 - a. incurred without **our** prior consent. All requests for service must be made directly to **us**;
 - b.
 - i. relating to repairs of wheels and tyres and **costs** relating to any vehicle not carrying a serviceable spare tyre and wheel including the cost of a spare tyre and wheel and of sourcing it;
 - ii. the cost of towing the **vehicle** if the tow distance exceeds 10 miles and the cost of providing a temporary solution in order for the **driver** to reach a garage to get the tyre replaced;
 - c. relating to a **driver** having failed to carry or having misused any equipment provided by the **vehicle** manufacturer for the purposes of removing the **vehicle** spare tyre and wheel, including but not limited to a key to remove a wheel secured by locking wheel nuts;
 - d. relating to repairs to or replacement glass in the **vehicle**. **We'll** arrange the recovery of the **vehicle** to a nearby garage for assistance but **we'll** not pay for any replacement glass or pay for the fitting of any glass. The **driver** will have to pay for any work carried out on the **vehicle**. **We** may be able to arrange the recovery of the **vehicle** to another location for an additional charge;
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- e. relating to the keys to a **vehicle** being lost, stolen, or locked in the **vehicle**. **We** may be able arrange for a locksmith to attend the **vehicle** in these circumstances for an additional charge. **We'll** only arrange the recovery of the **vehicle** to a nearby garage for assistance and the **driver** will have to pay for any work carried out on the **vehicle**. **We** may be able to arrange the recovery of the **vehicle** to another location for an additional charge;
- f. relating to the keys to a **vehicle** being broken. **We** may be able arrange for a locksmith to attend the **vehicle** in these circumstances for an additional charge. **We'll** only arrange the recovery of the **vehicle** to a nearby garage for assistance and **you** or the **driver** will have to pay for any work carried out on the **vehicle**. **We** may be able to arrange the recovery of the **vehicle** to another location for an additional charge;
- g. for **vehicle** storage charges unless otherwise expressly included in the relevant Section; or
- h. for ferry crossings and/or toll fees of a **vehicle** to enable a successful recovery of the **vehicle** under **RAC Breakdown Cover** and the cost of any return ferry crossings and/or toll fees of the recovery vehicle;
17. **we'll** not pay for any losses that are not directly associated with the **breakdown** or the incident in relation to which a **claim** is made under **RAC Breakdown Cover**. For example, loss of earnings due to **us** being unable to repair the **vehicle** at the roadside, losses caused by delay in **us** (or any **third party**) providing any benefit of service or onward travel **costs** such as missed flights (except that this will not apply in relation to any **claim you** or a **driver** may have for death or personal injury);
18. **we'll** not provide any service under **RAC Breakdown Cover** if **we're** prevented from doing so in circumstances beyond **our** reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, **third party** industrial disputes or internal industrial disputes. In these circumstances **we'll** take steps to prevent or minimise the effects of such circumstances on **our** services;
19. in the event of involvement of an **emergency service**, **we'll** not remove the **vehicle** until all **emergency services** concerned have provided **us** with authorisation. If the **emergency services** insist on the removal of the **vehicle** by anyone other than **us**, **we'll** not meet the cost of the removal; or
20. any **claim** caused directly or indirectly by the **driver** being affected by intoxicating liquors or drugs.

Misuse of RAC Breakdown Cover

You and each **driver** must not:

- > behave inappropriately towards any representative of the **RAC** by, including but not limited to, acting in a threatening or abusive manner, whether verbally or physically; or
- > misuse **RAC Breakdown Cover** by, including but not limited to, any of the following:
 - persuading or attempting to persuade any representative of the **RAC** into a dishonest or illegal act;
 - false or fraudulent actions or dishonesty or any act or omission which is wilful misuse or unlawful;
 - omitting to tell the **RAC** important facts about a **breakdown** in order to obtain a service that would not otherwise be covered under **RAC Breakdown Cover**;
 - providing false information in order to obtain a service that would not otherwise be covered under **RAC Breakdown Cover**;
 - knowingly allow, or not take reasonable care to prevent, someone not covered by **RAC Breakdown Cover** attempting to obtain a service under **RAC Breakdown Cover**; or
 - paying for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

In the event that this condition is not complied with, **we'll** contact **you** to discuss **our** concerns and if the concerns are not dealt with within a reasonable time or cannot be dealt with, **we** reserve the right to:

- > refuse to provide any services to **you** or the applicable **driver** under this **RAC Breakdown Cover** with immediate effect;
- > immediately cancel this **RAC Breakdown Cover** in accordance the cancellation provisions; and
- > refuse to sell any services to **you** or the applicable **driver** in the future.

We'll notify **you** in writing in the event that **we** decide to take any action outlined above.

If any **claim** is found to be fraudulent in any way, **RAC Breakdown Cover** will be cancelled immediately and all **claims** forfeited and **we** may also take any of the additional steps as set out above.

Changes to your details

You must notify Sainsbury's Bank plc immediately if **you** want to amend any details relating to **RAC Breakdown Cover** including any change of address and any change to any **vehicle** to be covered under **RAC Breakdown Cover**.

If necessary, **you'll** be sent a revised **Car Insurance Policy Schedule** reflecting the changes made to **your** details.

All communications from the **RAC**, Sainsbury's Bank plc or **our** representatives shall be deemed duly sent if sent to **your** last known address.

Changes to RAC Breakdown Cover terms and conditions

We can make changes to **RAC Breakdown Cover** terms and conditions at any time:

- > To respond proportionately to changes in general law in the **territory** or decisions of the Financial Ombudsman Service;
- > That are necessary to meet regulatory requirements; and/or
- > To reflect new industry guidance and codes of practice which increase the standards required for consumer protection or to make **RAC Breakdown Cover** terms and conditions clearer and fairer to **you**.

Any change to **RAC Breakdown Cover** terms and conditions (together with the reasons for such changes) will be notified to **you** at least 21 days in advance of the date that the change is due to take effect. **We** recommend **you** notify any **driver** that is affected by the change.

If the change disadvantages **you** or any **driver**, **you** may cancel **RAC Breakdown Cover** immediately by contacting Sainsbury's Bank plc. **You'll** be entitled to a refund of the **premium** paid subject to a deduction for the period from the **start date** to the effective date of cancellation of **RAC Breakdown Cover**. This will be calculated (daily) on a pro-rata basis.

Your Data

This section provides a short summary of how the **RAC** collect and use **your** data. Please refer to the **RAC's** website at rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy for full details of how the **RAC** use **your** data. Alternatively, **you** can obtain a copy of the Privacy **Policy** by using the contact details below.

What is your data?

There are three types of data the **RAC** hold about **you**:

1. Personal data is information the **RAC** hold on record which identifies **you**. This may include **your** name, address, email address and telephone number;
2. The **RAC** will may also hold data about **you** that is not personal, for example, information about **your vehicle**; and
3. A small number of the **RAC** services require the collection and storing of special categories of personal data. The **RAC** will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

How the RAC obtain and collect your data

Your data may be collected in a number of different ways. For example, when **you** purchase **RAC Breakdown Cover**, contact the **RAC** through social media or make a **claim** under **your RAC Breakdown Cover**. The **RAC** will always need to collect, store and use information about **you** to be able to provide **you** with **your RAC Breakdown Cover**.

Please note, if **you** do not provide **your** data the **RAC** will be unable to provide **you** with cover, as well as services related to administering **your RAC Breakdown Cover**.

How the RAC will use your data

The **RAC** will use **your** data for the administration of **your RAC Breakdown Cover**, for example, helping **you** if **you** make a **claim**. The **RAC** may disclose **your** personal data to service providers who provide help under **your RAC Breakdown Cover**.

Your rights

You have a number of rights relating to **your** personal data. For further information regarding any of these rights please visit rac.co.uk//pdfs/businessroadside/breakdown/privacypolicy or contact the Data Protection Officer:

1. Call the **RAC's** Customer Service Team: 0330 159 0337; or
2. Email the **RAC**: membershipcustomercare@rac.co.uk; or
3. Write to the **RAC**:

RAC
Great Park Road,
Bradley Stoke
Bristol BS32 4QN



Who to contact

These are all of the numbers a **driver** will need in the event that the **vehicle** has **broken down** or need to make any other **claim** under **RAC Breakdown Cover**.

Call us on **0330 159 8485**

Broken down in France and Monaco

Freephone (from a landline) **0800 290 112**

Pay call (from a mobile) **00 33 472 43 52 55**

Broken down in Europe*

Calling from Europe (from a landline) **00 33 472 43 52 55**

Calling from Republic of Ireland (ROI) **1800 535 005**

*(Please replace the **00** at the beginning with **810** when in Belarus or Russia).

If a **driver** has hearing difficulties, the **RAC** can be contacted using a Textphone by prefixing the relevant number with **18001** to be connected to Typetalk or using the SMS facilities on: **07855 828282**

European Motoring Assistance (Section F)

To request a **claim** form (from the UK) **0330 159 0337**

Email: **breakdowncustomercare@rac.co.uk**

For repatriation queries **0330 159 0342**

Or write to:

RAC
Great Park Road,
Bradley Stoke
Bristol BS32 4QN

Checklist

Certain information is required when calling to make a **claim**.

- > The **driver's** name
- > The **vehicle** registration number
- > The make and model of the **vehicle**
- > The exact location of the **vehicle**
- > The **driver's** contact number
- > **Europe** or for additional services, **your** credit card number.

Remember

- > Please call **us** back if the **vehicle** gets going before the **RAC patrol** or **RAC contractor** arrives
- > Only accept help from the **RAC patrol** or **RAC contractor** that has been sent to assist the **vehicle** by **us**
- > Don't go directly to a garage (even an **RAC** appointed one); **we** will not reimburse **you** if **you** or a **driver** have had to pay for help which was not arranged by **us**
- > Recovery can only be arranged by **us**.

Telephone charges

Please note the **RAC** do not cover the cost of making or receiving telephone calls. **Our** calls are monitored and/or recorded.

In the UK

Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged as national call rates and usually included in inclusive minute plans.

In Europe

Roaming fees may apply when making or receiving calls, please contact **your** mobile phone provider for more information. It may not always be possible for **us** to return a call to a mobile phone.

Breakdown on a motorway in Europe

If the **vehicle breaks down** or is in a **road traffic accident** on a motorway in **Europe**, **we** advise the use of the roadside emergency telephones. This will connect to the police or authorised motorway services who will send a breakdown recovery vehicle. If they will not send a breakdown recovery vehicle, then contact **us**.

Motorways in France are privately managed, so in the event of a **breakdown** or **road traffic accident** on a French motorway or motorway service area, it's mandatory to use the roadside emergency telephones as **we** cannot send out assistance. In the event of recovery by the police or authorised motorway services, labour and towing charges may be payable on the spot and an authorised tariff is normally applied. **We'll** cover these charges as long as the **vehicle** is towed to the recovery company's depot. If the **vehicle** is towed from a motorway, contact **us** as soon as possible and, if the **vehicle** has not been repaired, **we'll** arrange for ongoing cover under **RAC Breakdown Cover**.

Renewal terms

As part of Sainsbury's Bank commitment to **you**, Sainsbury's Bank will notify **you** in good time before the end of **your policy** term that **your** car insurance renewal is due.

Subject to **your** rights to cancel, the additional products outlined in this booklet will remain in force for the duration of **your** Sainsbury's Bank car insurance as shown in **your Policy** Schedule.

Sainsbury's Bank will also review these insurance products on a regular basis so it can continue to deliver value for money and ensure the best quality. This may from time to time involve changing these products.

Before Sainsbury's Bank renews **your policy**, Sainsbury's Bank may review **your** past claims history. As a result of this review, Sainsbury's Bank may not offer **you** the same type or level of cover at renewal.

Automatic renewal

If Sainsbury's Bank offers to renew **your policy** automatically, **you** give Sainsbury's Bank permission to do so on the basis of the renewal **premium** and **policy** conditions, details of which will be sent to **you** before the renewal date. If **you** do not wish Sainsbury's Bank to do this, **you** can make this known before the renewal date by calling: **0345 266 1620**.

In a small number of cases, Sainsbury's Bank won't automatically renew **your policy**. You'll be informed of this in **your** notice of renewal, if this is the case. Some of the reasons why **your policy** may not be automatically renewed include:

- > **you** have previously informed Sainsbury's Bank that **you** don't want to automatically renew **your policy**;
- > the underwriter is unable to provide **you** cover for another year;
- > you've an outstanding debt on **your** current **policy**.

If **you** don't want to renew **your policy**, or wish to opt out of the automatic renewal process, please let **us** know before **your** renewal date. **You** can contact: **0345 266 1620**.

Cancellation terms

Your right to cancel

These cancellation terms apply to each of the policies detailed in Sections 1, 2 and 3 of this booklet.

If **you** decide that for any reason, this **policy** does not meet **your** insurance needs, **you** have the right to cancel it at any time by contacting Sainsbury's Bank on: **0345 266 1620**.

If you purchased our Car Standard product:

Cancellation Within 14 days of Start Date
If **you** cancel this **policy** before cover is due to start, or if **you** cancel this **policy** within 14 days of its start date **we** will return any **premium** paid in full, less the fee shown in **your** About **Our** Insurance Services document, unless **you** have made a **claim** under the **policy**. In these circumstances, the effective date of cancellation will be the date that **you** request the **policy** be cancelled or when the cancellation request is received, whichever is the latter.

Cancellation After 14 days of Start date
You have the right to cancel this **policy** after 14 days of taking it out or renewing it, without giving a reason. Unless **you** have made a **claim** under the **policy**, **you** will receive a pro-rata refund of **premium**. A fee, as shown in the About **our** Car Insurance Services document, will apply. In these circumstances, the effective date of cancellation will be the date that **you** request the **policy** be cancelled or when the cancellation request is received, whichever is the latter.

Please note that Sainsbury's Bank will not refund any **premium** if **you** have made a **claim** or if one has been made against **you** during the period of cover.

If you purchased our Car Plus product:

Motor legal protection and RAC standard can't be cancelled independently of **your** core **policy**. **Please refer to your core policy booklet for your cancellation rights.**

Cancellation of **your** Sainsbury's Bank Car Insurance **policy** will also result in the cancellation of any and all add-on products.

Our right to cancel

Your insurer and/or Sainsbury's Bank has the right to cancel **your policy** at any time by giving **you** 7 day's notice in writing. **We** or **your insurer** will send a cancellation letter and/or email to the latest address/email address **we** have for **you**. Neither **we** nor **your insurer** will ever cancel **your policy** without a valid reason for doing so. Reasons for cancellation:

- > where **you** are required in accordance with the terms of this **policy** booklet to cooperate with **us**, or send **us** information or documentation and **you** fail to do so in a way that affects **our** ability to process **your policy**, a **claim**, or ability to defend **our** interests;
- > if we're prohibited by law from continuing to provide cover or services to **you** under this **policy**;
- > where changes to **your** information renders the risk unacceptable to **us**;

- > if **you** refuse to allow **us** reasonable access to **your** property/vehicle etc in order to provide the services **you** have requested under this **policy** or if **you** fail to cooperate with **our** representatives;
- > **you** (or someone on **your** behalf) make or try to make a fraudulent **claim** under this **policy** or where **you** act in a fraudulent way;
- > Sainsbury's Bank (or **your Insurer**) suspect **you** of fraud. If **we** (or **your insurer**) cancel **your policy** on the grounds of fraud, cancellation may be immediate and any **premium you** have paid may be kept and not refunded. The police may also be informed of the circumstances;
- > **you** fail to co-operate with **our** representatives, use threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers;
- > if **you** otherwise cease to comply with the terms and conditions of this **policy**.

Sainsbury's Bank (or **your Insurer**) will send a cancellation letter and/or email to the latest address/email address **we** have for **you** and will set out the reason for cancellation in the letter.

If **we** (or Sainsbury's Bank) exercise **our** rights to cancel the **policy** under this section, Sainsbury's Bank will refund the **premium** paid proportionate to the remaining **period of insurance**.

Cancellation of **your** Sainsbury's Bank Car or Home insurance **policy** will also result in the cancellation of this product.

Sainsbury's Bank will not refund any **premium** if **you** have made a **claim** or if one has been made against **you** during the period of cover.

Complaints and customer service

There are two different options to consider when lodging a complaint:

Product Sales

If **you** are not satisfied with the way in which any of these additional products were sold to **you**, please contact Sainsbury's Bank in one of the following ways:

Please call **us** on **our** priority number: **0800 085 3937**.

If **you** wish to write, then please use the following web form:
sainsburysbank.co.uk/contact/contact-getintouch-email

Or **you** can address a letter to:

Freepost Sainsbury's Bank Insurance
PO Box 4996
WORTHING
BN11 9AT

Claims Handling

If you're not satisfied with the handling of **your claim** on any of the additional products featured in this booklet please contact the provider below.

For Key Cover and Windscreen Cover (Third Party Fire & Theft)

Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR

Or email: **quality.assurance@axa-assistance.co.uk**

If **you** would like to telephone, please call: **01737 815 215**

For Motor Legal Protection

If **you** wish to make a complaint about the service **you** have received under this insurance please contact the Quality & Support Department first by calling: **0800 953 7122** or write to: **the Quality & Support Department, Auxillis Limited, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR** or email: **quality@auxillis.com**.

If **You** wish to make a complaint about a claims decision under this insurance, please contact:
Arc Legal Assistance Limited, The Gatehouse, Lodge Park, Lodge Lane, Colchester CO4 5NE. Tel: **01206 615000**. Email: **customerservice@arclegal.co.uk**.

For Breakdown cover please write to: **RAC Motoring Services, Breakdown Customer Care, Great Park Road, Bradley Stoke, Bristol BS32 4QN**

Or email: **breakdowncustomercare@rac.co.uk**

If **you** wish to telephone then please call: **0330 159 0337**

Your insurer and/or Sainsbury's Bank will attempt to resolve **your** complaint immediately. If this is not possible, **your** complaint will be acknowledged within 5 business days of its receipt. In the unlikely event that **your** complaint has not been resolved within 4 weeks of its receipt, **Your insurer** and/or Sainsbury's Bank will write and let **you** know the reasons why and what further action we'll take.

In the event that we cannot resolve your complaint to your satisfaction under the complaints process set out above, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service.

For further details, please see the ombudsman website at: **financial-ombudsman.org.uk**

If **you** wish to contact the Financial Ombudsman, **you** can:

- > Write to them at the:
**Financial Ombudsman Service,
Exchange Tower, London E14 9SR.**
- > Email: **complaint.info@financial-ombudsman.org.uk**
- > Call: **0800 023 4567** or **0300 123 9123.**
- > Visit the Financial Ombudsman Service website: **financial-ombudsman.org.uk**

If for any reason **your** complaint falls outside of the jurisdiction of the Financial Ombudsman Service then **Your insurer** and/or Sainsbury's Bank will still respond to **your** complaint.

Financial Services Compensation Scheme

You may be entitled to compensation from the scheme if an **insurer** cannot meet their obligations. Further information is available from the FSCS website: **fscs.org.uk** or by calling: **0800 678 1100** or **0300 123 9123.**

Data protection

Please make sure that **you** read this notice carefully, as it contains important information about how Sainsbury's Bank plc or **your insurer** will use personal data and sensitive personal data which **we** hold. **You** should show this Data Protection Notice to anyone covered or proposed to be covered under this **policy**.

Your personal data

For mutual security, calls are recorded and may be monitored for training purposes and to prevent and detect fraud. For the purposes of the relevant data protection legislation, the Data Controllers in relation to the personal data **you** supply are Sainsbury's Bank plc and the **insurer** specified on **your Policy** Schedule.

Why do we need your personal data?

We need **your** information and that of others **you** name on the **policy** to give **you** quotations and manage **your** insurance **policy**, including underwriting and claims handling, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing and risk management. **Your** information comprises of all the details **we** hold about **you** and **your** transactions and includes information **we** obtain about **you** from third parties including information about **your** Nectar Card if **you** have one. We'll only collect the information **we** need so that **we** can provide **you** with the specific service **you** require.

How will we use your personal data and who will we share it with?

During the course of dealings with **you**, **your insurer** and/or Sainsbury's Bank may need to use **your** information to:

- > assess financial and insurance risks;
- > prevent and detect crime including anti-money laundering and financial sanctions;
- > comply with **our** legal and regulatory obligations;
- > develop **our** products, services, systems and relationships with **you**;
- > record **your** preferences in respect of products and services;
- > review **our** records for signs of any previous fraudulent activity which may affect **our** ability to offer **you** cover;

Regarding **your** insurer's and/or Sainsbury's Bank's use of **your** data, either may:

- > use the information held about **you** and that of others named on the **policy** (for example, joint **policy** holders);
- > share the information with agencies that carry out certain activities on their behalf (for example marketing agencies or those who help the insurers underwrite **your policy**);

- > use and share **your** information with approved suppliers where this is reasonably required to help deal with **your claim** or let **you** benefit from **our** replacement vehicle and **policyholder** services, including with **our** credit hire providers, replacement vehicle suppliers, vehicle repairers and legal advisors;
- > disclose some of **your** information and that of others named on the **policy** to other insurers, **third party** underwriters, reinsurers, credit reference, fraud prevention, regulators and law enforcement agencies and other companies that provide service to **us** or **you**.

Sainsbury's Bank will not disclose **your** information to anyone except where **we**:

- > have **your** permission;
- > are required or permitted to do so by law; or
- > may transfer rights and obligations under this agreement.

Transferring your information

Sometimes **we** need to give information to **our** agents and subcontractors so that they can provide a particular service for **us**. In these circumstances **we** will always take great care to ensure that these suppliers apply the same levels of protection, security and confidentiality **we**

apply so that **your** personal information is kept safe and secure. Such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Special category data

Some of the personal information **we** ask **you** for may be considered 'sensitive data' for the purposes of data protection legislation (e.g. details of any medical conditions). This information shall be used solely for the purposes of providing **you** with a quote and providing **you** with a **policy**.

Dealing with other people

We are able to deal with **your** spouse or partner who calls **us** on **your** behalf, provided they are named on the **policy**. If **you** would like someone else to deal with **your policy** on **your** behalf on a regular basis please let **us** know and we'll tell **you** which information **we** need.

In some exceptional cases **we** may also deal with other people who call on **your** behalf, with **your** consent. If at any time **you** would prefer **us** to deal only with **you**, please let **us** know.

Who we will share your information with

We will keep any information **you** have provided to **us** confidential. However, **you** agree that **we** may share this information (other than financial and transactional information) with other companies within the Sainsbury's Group (as detailed in **our** Privacy **Policy**, which **we** may amend from time to time). Please see **our** Privacy **Policy** (found on **our** website at www.sainsburysbank.co.uk/legals/leg-regprivacy-policy) for more details about how **we** and Sainsbury's Group will use **your** information".

If **you** have a Nectar Card then details relating to **your** Nectar Card and number of points will be passed to Sainsbury's Supermarkets so that the Nectar Programme can be administered. Other members of **our** group may also share **your** information (but not financial details) to help keep their records up to date and administer **your** relationship with them.

Fraud prevention and anti-money laundering

We have systems which protect **our** customers and ourselves against fraud and other crime.

In order to prevent and detect fraud, **we** may at any time:

- > share information about **you** with other organisations including the police;

- > conduct searches about **you** using externally available databases and insurance industry application, **policy** and claims checking systems;
- > undertake credit searches;
- > check and/or share **your** details with fraud prevention and detection agencies.

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. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

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

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Please contact **us** on the number shown on **your** **policy** documentation if **you** want to receive details of the relevant fraud prevention agencies, and how to obtain a copy of **your** information held by them. The agencies may charge a fee.

Financial sanctions

We and the **insurer** will use information about **you** and that of others named on **your policy** to ensure compliance with financial sanctions in effect in the United Kingdom and internationally. This may include the checking of **your** information against the HM Treasury list of financial sanctions targets as well as other publicly available sanctions lists. **Your** information and that of others named on **your policy** may be shared with HM Treasury and other international regulators where required.

Your Rights

To understand how Sainsbury's Group uses **your** information, the legal basis for that use and **your** right to object to those uses, please take a look at **our Privacy Policy** (which can be found on **our** website at www.sainsburysbank.co.uk/legals/leg-reg-privacy-policy) which **we** update from time to time.

To understand how **our** providers use **your** information and the legal basis for that use and **your** right to object to those uses, **you** need to contact them directly, alternatively, these will be available on their website.

Getting in touch

Can we help?

Customer Care Line

0345 266 1670

- > To tell **us** about a new Car Insurance **claim**, lines are open 24 hours a day, 365 days a year.
- > For all other enquiries, lines are open: Monday to Friday 9am to 5:30pm, closed Saturdays and Sundays.

Lines are open 24 hours a day, 7 days a week. Calls are charged at local rates from landlines and mobile. Calls may be monitored and recorded.

Need to claim?

Our additional products are optional. Please check your Car Insurance Policy Schedule to confirm you're covered.

Guaranteed Courtesy Car

0344 600 9021

Windscreen Cover

0344 600 9021

Key Cover

01737 334 254

Motor Legal Protection

0344 600 9022

RAC Breakdown Cover

0330 159 8485

For RAC Breakdown contact details in Europe please see page 66

Lines are open 24 hours a day, 7 days a week, except where stated. Calls are charged at local rates from landlines and mobile. Calls may be monitored and recorded. All information is correct at the date of printing.

Special requirements

We can provide documents in large print, Braille or on audio. Please call **our** Customer Care Line on **0345 266 1670** for more information.

You can also call **us** via **our** Text Relay service (Next Generation Text) for general product enquiries. Please call: **18001 0345 266 1670** to use this service.