

# Breakdown Cover

Policy Booklet

Sainsbury's Bank

# Welcome to Sainsbury's Breakdown Cover

Isn't it reassuring to know you're covered? You can relax in the knowledge that we will assist you if your car breaks down.

Here are the numbers you'll need to contact us:

UK emergency breakdown:  
**0800 210 0251** or **01943 846 709**

European emergency breakdown:  
**+44 (0)1943 846 600**

If you have difficulty hearing, please text 'RESCUE' followed by your message to **61009**. Texts may be chargeable. Please check with your network provider.

There may be times when we receive unusually high volumes of calls from customers needing our help – for example, if it snows or it is extremely cold.

During these periods there could be a delay in reaching you, so in order to ensure that customers who are in a vulnerable situation reach a safe place quickly we will look at where you are, who you are with, what your situation is and prioritise accordingly.

Tell us as accurately as you can about your breakdown so that we can ensure you get the right service. It may be possible for us to talk you through some simple steps to get your vehicle going again meaning you won't have to wait for a recovery vehicle.

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# A summary of your cover

Please read this document carefully. This is a summary of your cover and does not form part of the contract between us. Full details of your cover and full terms and conditions can be found within this booklet starting on page 9 and ending on page 41 and should be read in conjunction with the breakdown cover schedule.

## Features of your Sainsbury's Breakdown Cover

The cover you have purchased is underwritten by U K Insurance Limited and will run for 12 months or as shown

on the breakdown cover schedule. Depending upon the level of cover you have chosen, the following sections will apply. Please read your policy booklet carefully to ensure that the level of cover selected meets your needs.

If you have also chosen personal cover the level of cover that you have selected is extended to apply to any other vehicle (less than 16 years old) that is both privately registered and being used in the UK. If you have chosen Sainsbury's European Rescue Service, then Sections E1 – E11 will also apply.

Level of cover	Sainsbury's Breakdown Service	Sainsbury's Homecall Service	Sainsbury's Rescue Service	Sainsbury's Homecall and Rescue Service	Sainsbury's European Rescue Service
Sections applicable within the policy	Section A only	Sections A & B	Sections A & C	Sections A & D	Sections A & E
Roadside assistance	✓	✓	✓	✓	✓
Your car towed to the nearest suitable garage if it can't be fixed at the roadside	✓	✓	✓	✓	✓
No callout charges	✓	✓	✓	✓	✓
Cover as soon as you are a ¼ mile from home	✓	✓	✓	✓	✓
Free message relay service to let family, friends or colleagues know what's happening	✓	✓	✓	✓	✓
Cover at your home address		✓		✓	✓
Vehicle and passengers recovered to preferred destination in the UK			✓	✓	✓
Choice of hire car/cost of alternative transport/overnight accommodation				✓	✓
European cover					✓

## **Significant features, exclusions and limitations of your Sainsbury's Breakdown Cover:**

- Our breakdown service is provided by Green Flag, who are underwritten by U K Insurance Limited (both part of the same company).
- If the recovery or repair vehicle does not arrive within 60 minutes of you contacting us, you can claim £10 compensation.
- We will relay telephone messages to your family members, friends or business associates to advise of unforeseen travel delays following a breakdown.
- Overnight accommodation benefit only applies if the incident has occurred more than 25 miles from your home address and your intended UK destination (only applies to Sections D & E).
- Ferry costs covered for certain specified crossings.
- Breakdowns resulting from a fault that has already necessitated a call out during the same journey or from an inadequate repair will not be covered.
- We may choose to repair the vehicle (at your cost) following a breakdown, rather than arranging for it to be recovered.
- European cover includes cover prior to departure (7 days immediately preceding your arranged departure date), legal defence and break in cover for immediate emergency repairs.
- If your vehicle is in a position where it cannot be worked on or towed, the wheels have been removed or specialist equipment is required for its recovery, we can arrange to rectify this but you will be responsible for any costs involved.
- If your vehicle has run out of charge, we'll recover you to the nearest charging point.
- We can repair/recover your vehicle after a road traffic accident but you will be responsible for any costs involved. You may be able to recover these under your car insurance.
- The cost of draining or removing contaminated fuel will not be covered.
- You can cancel your policy at any time by contacting us to arrange cancellation.

- You can only reduce your level of cover at renewal.

### **Your right to cancel**

You can cancel your policy by contacting us within 14 days of receiving your documents if this cover does not meet your requirements.

We will return any premium paid in full provided no call outs have been made during that time.

After the 14 day period you can contact us at any time to arrange cancellation of your policy. In such event, provided no claims have been made during the cover year, we will issue a refund, which will be calculated on a pro-rata basis, less an administration fee as shown in your schedule.

If you are a resident of Northern Ireland, Isle of Man or the Channel Islands you must return the certificate of motor insurance to us.

### **How to notify us of a breakdown**

In the event of a breakdown whilst travelling within the UK, please telephone **0800 210 0251** or **01943 846 709**.

If you break down whilst travelling in Europe, please call **+44 (0)1943 846 600**.

# Your policy

## **These are the terms and conditions of your Sainsbury's Breakdown Cover.**

Please read them carefully and keep them in a safe place.

The cover you have purchased is underwritten by U K Insurance Limited and provided by Green Flag (both companies are part of the same group) and will run for 12 months or as shown on the breakdown cover schedule. The terms and conditions of your breakdown cover contained in this booklet, the breakdown cover schedule and the information you give to us form the contract between you and us.

You must take care to provide us with accurate information which is correct to the best of your knowledge. Failure to provide correct information or inform us of any changes could adversely affect your policy, including invalidating your policy or causing claims to be rejected or not fully paid. In return for payment of the premium, we will provide cover for the sections listed in the breakdown cover schedule in accordance with the terms and conditions set out in this booklet.

You must read this booklet and the breakdown cover schedule as one document. Any word or expression that is defined as having a particular meaning will have the same meaning wherever it appears in these documents.

You and we may choose which law will apply to this policy. Unless both parties agree otherwise English law will apply. We have supplied this policy and other information to you in English and we will continue to communicate with you in English.

# Policy definitions – UK Breakdown Cover

The service and benefits set out in this booklet should be read in conjunction with the breakdown cover schedule. The cover detailed under each section will only apply if it is shown on the current breakdown cover schedule.

Wherever the following words and phrases appear in this booklet and the breakdown cover schedule they will always have these meanings:

**Breakdown cover terms and conditions or terms and conditions** – this booklet and the breakdown cover schedule which together form the contract between **you** and **us**.

**Fuel** – the material used to power a **vehicle** or hire car, such as but not limited to Petrol, Diesel and Electric.

**Incident** – immobilisation of the **vehicle** as a result of breakdown, fire, theft or attempted theft, malicious damage, accidental damage (but not a road traffic accident), flat tyre, lack of **fuel**, flat battery or loss or breakage of **vehicle** keys, occurring within the **UK** during the **period of cover**.

**Passenger** – any person who at the time of the **incident** is riding in the **vehicle** and is not a hitch-hiker.

**Period of cover** – the period stated on the breakdown cover schedule.

**Personal belongings** – each of **your** suitcases or items of luggage, their contents and items designed for **you** to wear or carry. This includes **your** valuables but does not include items of furniture, camping equipment or winter sports equipment.

**Policyholder** – the person named on the breakdown cover schedule.

**United Kingdom (UK)** – Great Britain, Northern Ireland, the Isle of Man (and, for residents of the Channel Islands only, the Channel Islands).

**Vehicle** – any vehicle **we** have agreed to cover and which is shown on the breakdown cover schedule or, where personal cover applies, any vehicle **you** or **your** spouse or partner are travelling in, provided it:

- is either a car, light van, motorised caravan, estate car, motorcycle or 4x4 off-road vehicle, privately registered in the **United Kingdom**;
- carries no more than the number of persons recommended by the manufacturer (and for whom seats are provided) with a maximum of 9 persons including the driver;
- does not exceed (including any load carried) the following gross vehicle weight: 3.5 tonnes and external dimensions: 7 metres in length

(excluding coupling device and tow bar), 3 metres in height and 2.55 metres in width;

- is serviced, maintained and operated as recommended by the manufacturer.
- It meets any legal requirements and driving laws that apply – for example, it may need to be taxed and have a valid MOT certificate. **We** can check these details when **you** ask **us** for help.
- **we'll** also cover any standard make of caravan or trailer that, when it breaks down, is being pulled by **your vehicle**. It must be connected using an ordinary 50mm tow-ball, and can't be bigger than the sizes above. When it's loaded, the caravan or trailer mustn't weigh more than the **vehicle** that's towing it weighs when empty.

**We** or **us** or **our** – U K Insurance Limited and/or its agents.

**You** or **your** – the **policyholder**, any authorised driver and authorised **passengers** in the vehicle at the time of **incident**.

# Section A

## Sainsbury's Breakdown Service

### What is covered

Following an **incident** occurring at least ¼ mile from either the **policyholder's** home address or the place where the **vehicle** is usually kept, **we** will:

- arrange for roadside assistance and, if necessary, transportation of the **vehicle** to either a single destination of **your** choice within 10 miles of the **incident** or to a suitable repairer in the vicinity of the **incident**;
- transport **you** and any **passengers** that are in the **vehicle** at the time of the **incident** to the chosen destination;
- pay the cost of providing these services, including call out and labour for roadside assistance.

**We** will relay telephone messages to **your** family members, friends or business associates to advise of unforeseen travel delays.

### Please remember

All other labour charges and the cost of replacement parts and/or other materials are **your** responsibility.

**You** are responsible for instructing the garage to carry out any repairs.

If there is no suitable repairer in the vicinity an additional mileage charge may be made.

This service cannot be used if the **vehicle** has broken down or is unroadworthy when cover was taken out.

Recovery cannot be used as a way of avoiding repair costs.

### What is not covered

- Labour charges at any garage to which the **vehicle** is taken.
- The cost of any parts and/or materials used.
- The cost of supplying a spare wheel and tyre if a serviceable one cannot be provided by **you**.
- The cost of, if needed, a locksmith or a bodyglass or tyre specialist.
- Anything mentioned in general exclusions on page 40.

# Section B

## Sainsbury's Homecall Service

### What is covered

All the benefits under Section A following an **incident** occurring less than ¼ mile from either the **policyholder's** home address or where the **vehicle** is usually kept.

### Please remember

This level of cover will not be effective until the day after **you** have arranged this cover for the first time.

# Section C

## Sainsbury's Rescue Service

### What is covered

All the benefits under Section A, and if it is apparent to **us** or the chosen repairer that repairs cannot be effected by the repairer by the end of the working day, **we** will arrange and pay for the transportation of **you**, the **vehicle** and any **passengers** to **your** choice of:

- the **policyholder's** home address; or
- the original destination within the **UK**; or
- a suitable repairer in the vicinity of the **incident**, the **policyholder's** home address or original destination.

This service may also be used in the event of the driver being declared medically unfit to drive or if there is a sudden death of the driver and none of the **passengers** are authorised to drive. We may ask to see a medical certificate or evidence. **We** may choose to recover the **vehicle** by providing a qualified driver.

**We** may choose to arrange recovery of the **vehicle** separately to **you** and **your passengers** – **we** will tell **you** if we are going to do this and let **you** know when the **vehicle** can be delivered.

### Please remember

This level of cover will not be effective until the day after **you** have arranged this cover for the first time.

### What is not covered

- Recovery within ¼ mile of either **your** home address or the address where the **vehicle** is usually kept.
- Onward transportation following a period of hospitalisation.
- Any costs where **we** have not been contacted at the time of the **incident**.
- Anything mentioned in general exclusions on page 40.

# Section D

## Sainsbury's Homecall and Rescue Service

### What is covered

All the benefits under Sections A, B and C and if it is apparent to **us** or the chosen repairer that repairs cannot be effected by the repairer by the end of the working day; or if the **vehicle** has been stolen and is not recovered in a roadworthy condition the same day, and provided **you** have not elected to be recovered under Section C, **we** will arrange and pay for **your** choice of:

- where available, a self-drive hire car of an equivalent level up to a maximum of 1600cc for a continuous 48 hour period whilst **your vehicle** is awaiting repairs, up to a maximum of £100; or
- the cost for **you** and any **passenger** to either continue the journey or return to the **policyholder's** home address within the **UK** by **our** choice of alternative transport, up to a maximum of £100; or
- overnight accommodation including breakfast (excluding alcohol) for **you** and any **passenger** in a local hotel whilst awaiting repairs, provided that the **incident** occurs more than 25 miles from the **policyholder's** home address or intended destination, up to a maximum of £150 per person or £500 per **incident**.

If necessary, **we** will also pay for one single standard class rail ticket for the **policyholder** or any authorised driver to collect the **vehicle** following repair.

If **your vehicle** is recovered locally under Section A – Sainsbury's Breakdown Service these options are still available.

### Motoring legal advice

During the **period of cover you** may call **our** legal advice line on **0800 206 1951** for practical UK legal advice on any motoring legal problem.

### Please remember

A hire car is provided subject to **you** meeting the conditions of the hirer.

Any claims involving the hire of a car must have **our** prior approval.

**We** cannot guarantee to provide a car with a roof rack or tow bar.

This level of cover will not be effective until the day after **you** have arranged this cover for the first time.

### What is not covered

- Any costs where **we** have not been contacted at the time of the **incident**.
- Car hire not authorised by **us**.

- Car hire in the event of the **vehicle** requiring routine servicing, being out of use temporarily under warranty or for other repair work to correct non-immobilising faults or undergoing repair of cosmetic damage.
- The cost of **fuel** and oil used in any hire car or any additional insurance offered by the car hirers.
- Anything mentioned in general exclusions on page 40.

# Section E

## Sainsbury's European Rescue Service

### **What is covered**

All the services and benefits of Sections A, B, C and D, plus all the benefits detailed under Sections E1 – E11.

# Policy definitions – European Breakdown Cover

The cover detailed under this section will only apply if it is shown on the current breakdown cover schedule.

In respect of this section the definition of **incident** on page 9 of this booklet will include the European countries listed under the **geographical limits**. In addition to those detailed in the **UK** section, wherever the following words and phrases appear in this section or the breakdown cover schedule, they will always have these meanings:

**Certificate of car insurance** – this document provides evidence that **you** have taken out the insurance **you** must have by law. It identifies who can drive **your vehicle** and the purposes for which **your vehicle** can be used.

**Court** – court, tribunal or other suitable authority.

**Costs** – all reasonable and necessary costs charged by **your solicitor** on a standard basis.

**Country of departure** – Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

**Geographical limits** – the following countries: Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Great Britain,

Greece, Hungary, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Northern Ireland, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar.

**Period of cover** – cover under Section E1 operates 7 days prior to commencement of the booked **trip**. All other benefits apply during each **trip** within the period of cover as shown on the breakdown cover schedule, including **your** direct journey from **your** home to **your UK** point of departure. All benefits terminate on completion of **your** direct return journey home, on expiry of the period of cover for which premium has been paid. This section provides cover for any number of journeys during the period of cover.

**Note:** If **your** return journey from abroad is unavoidably delayed by any **incident** covered by these **terms and conditions**, cover will be automatically extended free of charge for the period of that delay.

**Solicitor** – any suitably qualified person appointed to represent **you** under Section E11.

**Trip** – a pre-booked journey abroad within the **geographical limits** during the **period of cover** commencing and ending in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

# Important information about driving in Europe

## Mobile phones

If **you** contact **us** from **your** mobile phone, **your** service provider may charge **you**. **You** may also have to pay for the call if **you** ask someone to call **you** back. **Your** policy does not cover the cost of these calls. It may be necessary to use a conventional landline phone in certain places if the mobile network is less stable than in the **UK**.

## Vehicle registration document/V5

**You** will need to carry the original **vehicle** registration document when driving in Europe as proof that **you** are the owner of the **vehicle**. If this is not available, **you** will need to take a letter of authority from the owner and a **vehicle** on hire certificate (VE103) instead.

## Driving licence

Car hire companies will want to see **your** original driving licence. If **you** hold a photocard licence **you** will need to take the paper counterpart as well. In some countries **you** will need to take an international driving permit as well as **your** driving licence. To check whether one will be necessary please check the Government website, GOV.UK.

## Credit card

A credit or debit card must be available if the car hire benefit is used as the car hire company will need to swipe the card as security.

## European motorways and autoroutes

If **you** break down on a motorway or major public highway in certain parts of Europe (France, for instance), the emergency telephone will be answered by the police. They will then send a local recovery vehicle out to **you**. As very few of these recovery agents have links with **UK** motoring organisations, **you** may have to pay for this assistance on the spot. If **you** do, keep all receipts and send them to **us** on **your** return to the **UK**, **we** will then reimburse **you** for recovery and roadside repairs (except spare parts). If the repair is made in a garage, the cost is not covered and **you** should pay the whole cost of the repair.

# Section E1

## Cover prior to departure

### What is covered

Following an **incident** occurring during the 7 days immediately preceding the arranged date of departure, **we** will pay up to a maximum of £800 towards:

- the hire of a car, where available, for the purpose of carrying out the original **trip**, in the event that the **vehicle**, if stolen, is not recovered before the arranged date of departure, or the **vehicle** cannot be repaired within 24 hours following the booked time of departure for the **trip**;
- the additional cost of re-booking any sea crossing or rail journey via the Channel Tunnel missed as a result of the **incident** giving rise to a claim (or, where the original route is unavailable, the nearest suitable alternative sea crossing or rail journey via the Channel Tunnel), in the event that the **vehicle** is repaired within 24 hours of the original time of the planned departure for the **trip**.

### Please remember

Any claim involving the hire of a car must have **our** prior approval.

**You** must contact **us** as soon as **you** know **your vehicle** may be unavailable for the planned **trip**.

**Your** claim must be supported by a letter from a garage confirming:

- the regular maintenance and servicing of **your vehicle**;
- precise details of the breakdown or damage;
- the breakdown, when occurring, was sudden and unforeseen;
- that repairs cannot be effected before the date planned for **you** to begin **your trip**.

### What is not covered

- Any claim resulting from a breakdown if **you** have purchased this cover less than 7 days before **your** planned date of departure.
- Any claim when actual or imminent breakdown of **your vehicle** is discovered or diagnosed in the course of a service carried out less than 7 days prior to **your** planned date of departure.
- The cost of any personal accident insurance or other benefit not specifically covered under this section.
- Loss of use of a car hired to **you**.
- The cost of **fuel** and oil used in any car.

# Section E2

## Roadside assistance

### What is covered

Following an **incident** occurring during the **trip, we** will:

- arrange for roadside assistance and towing to the nearest suitable repairer up to a maximum of £250.

### Please remember

A garage or specialist undertaking repair work (other than at the roadside) will be acting as **your** agent for such repair work.

### What is not covered

- Charges for any labour not incurred at the roadside.
- The cost of replacement parts or other materials.

# Section E3

## Replacement parts

### What is covered

In the event of necessary replacement parts not being available locally during the **trip**, on receipt of **your** instructions, **we** will:

- undertake to obtain them elsewhere and pay all freight charges involved in dispatching them to the location of the **vehicle**.

### Please remember

Although **we** will endeavour to provide the replacement parts required, **we** can give no guarantee they will be available, especially in the case of older **vehicles** where parts may be impossible to locate.

When **you** are invoiced for a surcharge subject to the return of the old unit or part, **you** must return the defective part at **your** own expense to the supplier.

If **you** place a firm order for replacement parts and these are not subsequently required, or **you** do not await their arrival, **you** will be responsible for the cost of such parts, including all forwarding charges arising from their return.

### What is not covered

- The actual cost of the parts and any customs duty. This must be paid to **us** by **you**, by a debit to a credit or charge card or by a prior deposit of funds in the **country of departure**.

# Section E4

## Break in

### What is covered

In the event of a theft (or attempted theft) of the **vehicle** or the contents contained in the **vehicle** during the **trip**, we will:

- pay up to a maximum of £175 for immediate emergency repairs and/or replacement parts, which are necessary to place the **vehicle** in a secure condition to continue the **trip**.

### Please remember

If **your vehicle**'s broken into, remember to report it to the police.

### What is not covered

- Damage to paintwork or other cosmetic items.
- **Costs** incurred following **your** return home.

# Section E5

## Vehicle out of use

### What is covered

If an **incident** occurs during the **trip** and repairs cannot be effected within 24 hours, **we** will arrange and pay for one of the following:

- the additional cost of transporting **you**, with **your personal belongings**, to **your** destination by alternative transport; or
- the immediate hire of a car, where available, whilst the **vehicle** remains unserviceable, up to a maximum of £800; or
- overnight accommodation including breakfast (excluding alcohol) in a local hotel for **you** and any **passenger** whilst awaiting completion of repairs, up to £150 per person with a maximum limit of £500 in total, provided that such cost is additional to or in excess of any planned accommodation costs payable by **you**, had loss of use of the **vehicle** not occurred.

### Please remember

A hire car is provided subject to **you** meeting the conditions of the hirer. Any claims involving the hire of a car must have **our** prior approval.

It is **your** responsibility to collect the hire car.

**We** cannot guarantee to provide a car with a roof rack or tow bar.

Hire cars provided within the **geographical limits** must stay in the country where they were hired.

If **you** have to pay for these services locally, **you** will be reimbursed provided **you** obtained approval from **us** before incurring the expenditure.

### What is not covered

- The cost of **fuel** and oil used in any hire car and/or any additional insurance offered by the car hirers.
- The cost of any personal accident insurance or other benefit not specifically covered under this section.
- Costs arising as the result of an **incident** occurring during a **trip** but incurred outside the period of that **trip**.

# Section E6

## Camping trips

### What is covered

If the tent **you** are carrying with **you** and using in the course of the **trip** as **your** principal overnight accommodation, is rendered unserviceable through theft or accidental damage **we** will arrange and pay for:

- if practicable, the hiring of a suitable tent, where available, for the remainder of the period of the **trip**; or
- emergency bed and breakfast only expenses (excluding alcohol) over and above those planned for **you** and any **passenger**, up to £150 in total per person, with a maximum limit of £500.

### What is not covered

- Any expenses incurred as a result of adverse weather conditions which do not actually damage the tent so as to render it unserviceable.
- Loss of use of any tent **you** are not carrying on the **trip** with **you** or which belongs to a tour operator or holiday company.
- Any damage caused by a dog or dogs accompanying **you** on the **trip**.

# Section E7

## Alternative driver

### What is covered

In the event of **you** being declared medically unfit to drive the **vehicle** in the course of a **trip** or having to return home early because of what **we** agree is a serious or urgent reason or if there is a sudden death of the driver and there is no other **passenger** qualified and competent to drive, **we** will pay all necessary additional costs incurred to return the **vehicle** to the home address in the **country of departure**.

### Please remember

**We** may elect to provide a qualified driver to drive back the **vehicle** and **passengers**.

# Section E8

## Repatriation

### What is covered

Following an **incident** occurring during the **trip**, **we** will pay:

- the cost of transporting **you**, with **your personal belongings**, to **your** home address in the **country of departure** if the **vehicle** cannot be and could not have been repaired (or, in the case of theft, has not been recovered in a roadworthy condition) by the intended time of **your** return home. The means of transport to be used shall be at **our** discretion;
- the cost of transporting the **vehicle** to **your** home address in the **country of departure** if repairs cannot be carried out abroad (or the **vehicle**, if stolen, has been recovered but not in a roadworthy condition), by the time of **your** return home. **We** will pay for necessary garage storage costs and costs of transportation and delivery, including any additional shipping costs; or when agreed in advance by **us**, the cost of one person to travel to the location of the **vehicle** by public transport to drive the repaired **vehicle** to the home address in the **country of departure**.

Once **you** have been repatriated by **us** and if **we** are transporting **your vehicle** to the **country of departure**:

- **We** will reimburse **you** for up to 7 days necessary alternative travel costs **you** incur while **you** await delivery of the **vehicle**.
- **We** will pay the cost of such travel up to a maximum of £75 in total for **you** and any **passengers**.
- **You** must keep all receipts and invoices for the travel **you** have incurred, and send these to **us** with **our** claim form.

### Please remember

The maximum **we** will pay to repatriate the **vehicle** will be its current market value in the **country of departure**.

**Vehicle** repatriation will only be carried out when it is apparent that repairs can be effected in the **country of departure**, and when **you** confirm to **us** that these repairs will be put in hand.

Any unused travel tickets must be used for repatriation of the **vehicle**.

## What is not covered

- Loss or theft of, or damage to, unaccompanied baggage (other than a manufacturer's tool kit) left in the **vehicle** if **you** and/or the **vehicle** are being transported by **us**.
- Any additional costs incurred to repatriate **your** pet(s).
- Loss or damage to the **vehicle** whilst it is being transported by sea or rail (unless the loss or damage is caused by **our** negligence).

# Section E9

## Customs regulations

### What is covered

If, following an **incident** occurring outside the **country of departure** during the **trip**:

- the **vehicle** is beyond economic repair, **we** may arrange for its disposal under customs supervision in the country where it is situated. In this case **we** will deal with the necessary customs formalities;
- the **vehicle** is not taken permanently out of the foreign country within the limited time allowed after import, or **you** inadvertently fail to observe the import conditions which permit import for a limited time without payment of duty, then **we** will pay **your** liability for any duty claimed from **you**.

### What is not covered

- The cost of any other import duties imposed by customs.

# Section E10

## Missed motorail connection

### What is covered

If **you** fail to connect with a pre-booked motorail service on the outward journey as a result of:

- **you** arriving at the departure point in the **country of departure** too late to commence the booked **trip** due to an **incident** involving the **vehicle** in the course of the **trip**; or
- cancellation or curtailment of scheduled public transport due to adverse weather conditions, strike or industrial action or mechanical breakdown or derangement,

**we** will arrange and pay for:

- storage of the **vehicle** in a secure parking area, if available, near to the motorail depot for the period of the **trip**;
- a standard second-class return rail ticket to enable **you** to continue the **trip** to/from the intended motorail destination station;
- hire of a car, where available, up to a maximum of £450.

### Please remember

**You** must have taken every reasonable step to complete the journey to the departure point and to the motorail depot on time.

### What is not covered

- Strike or industrial action which is public knowledge at the time of effecting the cover.
- Withdrawal from service (whether temporary or otherwise) of an aircraft, sea vessel or train on the orders or recommendation of the recognised regulatory authority in any country.
- Claims arising in connection with the inward (return) journey.

# Section E11

## Legal defence

**Before you incur any legal costs, you must report your claim to the legal helpline**

**How to make a claim for legal expenses:**

- **You** must phone the 24 hour legal helpline on **0800 206 1951** and tell **us** of any **incident** which may lead to a claim under this section of the policy.
- **You** must do this as soon as possible, and always within 90 days of the date that **you** knew about or should have known about the **incident**.
- If **you** have a valid claim, **we** will send **you** a claim form to fill in and return to **us**.

Please have **your** breakdown policy number available when **you** call.

**Legal helpline – 0800 206 1951**

**You** can also ring the legal helpline for practical **UK** legal advice on any motoring legal problem, whether or not it results in a claim. This service is here to help and is available 365 days of the year.

For extra security, **we** may record all phone calls and keep the recording secure.

**Cover provided**

**We** will pay:

**a) Motoring prosecution defence**

The **costs** of defending **your** legal rights if **you** are prosecuted for an offence under road traffic laws to do with driving or using **your vehicle**. **You** must send **us** a copy of **your** summons within 7 days of receiving it. The most **we** will pay is £25,000 for any claim or claims arising from any one **incident**.

**b) Court attendance expenses**

Travel costs in the event that **you** are obliged by a **court** abroad to attend in connection with an **incident** giving rise to a claim under this section up to a maximum of £250 per person.

**Subject to the exclusions and conditions of this section of the policy we agree to provide this cover if:**

- at the time of the **incident**, **your vehicle** is being driven or used by a person identified in, and for a purpose allowed by, **your certificate of car insurance**;
- the **incident** happens within the **geographical limits** and after cover started;

- any legal proceedings will be carried out within the **geographical limits** by a **court** which **we** agree to;
- in '**Motoring Prosecution Defence**' cases, **we** and **your solicitor** agree that it is more likely than not that any plea in mitigation by the **solicitor** will materially affect the likely outcome of the prosecution.

### **General exclusions which apply to Section E11**

See also general exclusions which apply to the whole policy.

**You** are not covered for any claim arising from or relating to:

- prosecutions resulting from drink or drug related offences;
- **you** driving a motor **vehicle** for which **you** do not have valid car insurance;
- parking or obstruction offences;
- **costs** that relate to a period before **we** have accepted **your** claim;
- fines, penalties, compensation or damages which **you** are ordered to pay by a **court**;
- a dispute with **us** about this section of the **policy**, other than as shown in condition 5 on page 34.

## Conditions which apply to Section E11

See also general conditions which apply to the whole policy.

If **you** do not keep to these conditions, **we** may:

- refuse or withdraw from any claim;
- claim back from **you costs** paid by **us**;
- do all of the above.

### 1. What you must do

- Send **us** full details of **your** claim in writing and in any event no later than 90 days after the date **you** knew about or should have known about the **incident** giving rise to the claim. **You** must send **us** a copy of **your** summons within 7 days of receiving it.
- Send **us** any other information that **we** ask for (**you** must pay any costs involved in providing this information).
- If **we** ask, **you** must tell the **solicitor** to give **us** any documents, information or advice that they have or know about.
- Fully co-operate with the **solicitor** and **us**, and not take any action that has not been agreed by **your solicitor** or by **us**.

- Keep **us** up to date with the progress of **your** claim.
- Tell **us** if the **solicitor** refuses to continue to act for **you** or if **you** withdraw **your** instructions.
- Tell **your solicitor** to claim back all **costs** that **you** are entitled to and pay to **us** all **costs** that **we** have paid.

### 2. Appointing a solicitor

- **We** have chosen a panel of law firms to provide legal services. While **you** are responsible for any legal **costs** they charge, **your** policy will cover them as long as **you** keep to the policy conditions.
- **You** can choose the **solicitor** to act for **you**. Any **solicitor** **you** choose will be appointed to act for **you** in line with **our** standard terms of appointment (**you** can ask **us** for a copy).
- **You** must not enter into any agreement relating to charges with the **solicitor** without getting **our** permission first.
- If a **solicitor** refuses to continue acting for **you** with good reason, or if **you** dismiss them without good reason, **your** cover will end immediately unless **we** agree to appoint another **solicitor**.

### 3. What you must tell your solicitor to do

- Get **our** written permission before instructing a barrister or an expert witness.
- Tell **us** immediately if it is no longer more likely than not that **you** will be successful with **your** claim.

### 4. What we can do

- Contact the **solicitor** at any time, and he or she must co-operate fully with **us** at all times.
- Refuse to pay further costs if it is no longer more likely than not that **you** will be successful with **your** claim.

### 5. Disputes

**You** may refer any disagreement between **you** and **us** to the Financial Ombudsman Service, which is a service offered to **you** free of charge. (See page 42 for details of **our** complaints procedure.)

**You** also have the right to refer any disagreement between **you** and **us** to arbitration (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor, barrister or other suitably qualified person that **you** and **we** agree on.

If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) for that part of the **geographical limits** whose law governs this section of the policy. **We** and **you** must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

General conditions 3 and 18 on pages 36 and 38 do not apply to Legal defence.

# Additional features and benefits

## Personal cover

### What is covered

If shown on the breakdown cover schedule, the highest level of cover purchased will be extended to apply when **you** and/or **your** spouse or partner living at the same address, is/ are driving with the owner's permission or travelling in any private eligible **vehicle** which is less than 16 years of age and which does not exceed the weight and size limitations as set out under the meaning of '**vehicle**' in the 'Policy definitions' section (page 9).

**We** may ask for proof of identification before providing service under this cover. This cover is only available for **incidents** that occur in the **UK**.

# General conditions

**This part describes certain responsibilities and procedures.**

**1. You must:**

- Take all ordinary and reasonable precautions to prevent loss, damage to or breakdown of the **vehicle**.
- Give us accurate information at all times. If any details that **you** give **us** about **you**, **your** circumstances or **vehicle** are not correct **we** may charge **you** for any breakdown that **we** attend.
- Agree that **we** can carry out an inspection of **your vehicle** at any time.
- Take all steps necessary to expedite the completion of repairs.
- Not hand over the **vehicle** or any of its parts to **us** without **our** authorisation.
- Contact **us** without delay when an **incident** arises that may result in a claim.
- Wait with the **vehicle**, or in a safe place close to the **vehicle**, until the repair or recovery vehicle arrives, unless **you** have made other arrangements with **us**.

**2. We** will provide the services described in this policy on condition that **you** and all **passengers** observe the respective licence conditions and all the **terms and conditions** laid down in this booklet.

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

**3. We** are entitled to take over **your** rights in the defence or settlement of a claim or to take proceedings in **your** name for **our** own benefit against another party and **we** shall have full discretion in such matters.

**You** must give **us** all the information and assistance **we** may require.

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

**5. You** must be honest and truthful in **your** dealings with **us** at all times.

If **you**, any person insured under this policy or anyone acting on **your** behalf attempts to deceive **us** or knowingly makes a false claim, **we** have the right to cancel **your** policy, refuse claims and retain any premium paid. **We** may recover from you any costs **we** have incurred, including the costs of investigating the claim.

**We** will not pay a claim which is in any way fraudulent, false or exaggerated. **We** will also not deal with any claims following discovery of this behaviour regardless of when the claims occurred.

In addition, **we** have the right to cancel any other products **you** hold with **us** and share details of this behaviour with other organisations to prevent further fraud. **We** may also involve the relevant authorities who are empowered to bring criminal proceedings.

#### **6.** The cover may be cancelled:

By **us** at any time if **we** have a valid reason. If **we** have to do this, **we**'ll give **you** at least 7 days' notice. **We**'ll send **our** cancellation notice to the latest address **we** have for **you** and give **you** back what **you** paid, apart from an amount for the time that your **policy** lasted.

- It's **your** responsibility to let anyone insured under the policy know that this policy has been cancelled.

#### **Why we might cancel the policy:**

**We**'ll only cancel the policy if **we** have valid reasons for doing so. For example:

- If **you**'ve failed to co-operate with **us**, or send **us** information or documentation as described in **your policy**, and that has affected **our** ability to process **your** claim, or deal with **your** policy.
- If **your** circumstances have changed in such a way that **you** no longer meet **our** criteria for providing **you** breakdown cover.

- If **you**'ve used threatening or abusive behaviour or language, or **you**'ve intimidated or bullied **our** staff or suppliers.
- If **we** have good reasons to suspect fraud.
- By **you** at any time contacting **us** to arrange cancellation of **your** policy. In such event, provided no claims have been made during the cover year, **we** will issue a refund, which will be calculated on a pro-rata basis, less an administration fee as shown in **your schedule**.
- By you contacting **us** within 14 days of receiving **your** documents if this cover does not meet **your** requirements. **We** will return any premium paid in full provided no call outs have been made during that time.

**7.** Where personal cover is not included, service will be provided only to the **vehicle** specified on the breakdown cover schedule relating to this cover or to a **vehicle** that has been notified to and acknowledged in writing by **us** as being a permanent substitution for the previous **vehicle**. **You** should, therefore, ensure that such notification is made as soon as a substitution occurs to avoid service being refused.

**8.** **You** will be required to reimburse to **us**, within one month of the request, any expense incurred by **us** in providing any service under this cover for which **we** are not responsible.

**9.** Any garage used in connection with an **incident** is deemed to be **your** agent. **We** will not accept responsibility for any damage or loss resulting from the garage's acts or omissions. No warranty is given by **us** that such garage is competent to repair the **vehicle** or can do so immediately. **You** must give direct instructions to the garage and pay for any repairs.

**10.** In the event of theft of the **vehicle**, **you** must provide **us** with a copy of the police report at **our** request.

**11.** **We** reserve the right to repair the **vehicle** (at **your** cost) following a breakdown, rather than arranging for it to be recovered.

**12.** Any failure by **us** in relying on or enforcing these **terms and conditions** on any particular occasion will not prevent any subsequent reliance or enforcement.

**13.** Section A may be arranged for immediate cover. All other levels of cover will not be effective until the day after cover has been arranged for the first time.

**14.** **We** will only pay for repair or recovery costs that **you** have agreed with **us** prior to **you** incurring them. **You** must keep all receipts and invoices for the costs **you** have incurred and send these to **us** with **our** claim form.

**15.** If the **vehicle** is in a position where it cannot be worked on or towed, the wheels have been removed or where specialist equipment is required for its recovery, **we** can arrange to rectify this but **you** will be responsible for any costs involved.

**16.** Any reduction in cover by **you** will only be allowed at renewal of the cover.

**17.** Onward transportation of any animal in **your vehicle** is at **our** discretion. **We** will not be liable for injury or death of the animal.

**18.** Following an **incident** attended by the police or other emergency service, transportation of the **vehicle** will not take place until they have authorised its removal. **We** are not responsible for any charges if the police or other emergency service concerned insist on an immediate recovery by another breakdown provider. This does not apply to Section E.

**19.** After any repairs have been completed following recovery of the **vehicle**, it is **your** responsibility to arrange and pay for collection of the **vehicle**.

**20. We** reserve the right not to offer renewal of this cover.

**21. We** can arrange to recover **you** following a road traffic accident but **you** will be responsible for any costs involved. However, **you** may be able to recover these under **your** car insurance.

**22. We** will not be liable for any delay or failure in performance of **our** obligations under this agreement if that delay or failure is due to any cause outside of **our** reasonable control.

**23.** Where payment of premium is not made, any cover otherwise provided by this cover will be inoperative from the date such payment was due.

**24.** Where payment of premium is by instalments, the contract remains an annual one. The full premium is due if cover is cancelled by **you** and a call out has been made. Should **you** fail to pay any instalment by the due date, such failure will entitle **us** to regard this as cancellation by **you** in accordance with general condition 6, point 2 of the **terms and conditions** and all cover will cease from the due date.

**25.** This contract is between **you** and **us**. Nobody else has any rights they can enforce under this contract except those they have by law.

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

**27.** If the recovery vehicle or repairer does not arrive within 60 minutes of **you** contacting **us**, **you** can claim £10 compensation, either by completing a service questionnaire or writing to Customer Relations, Green Flag, The Wharf, Neville Street, Leeds LS1 4AZ.

**28.** If **we** must make a payment because the laws of any country require **us** to do so, **we** may recover from **you**, or the person who is liable any payment that is not covered by this policy.

# General exclusions

## Cover shall not apply in respect of:

**1. Vehicles** which have not been maintained and operated in accordance with the manufacturer's recommendations.

**2. Vehicles** that have broken down or are unroadworthy when cover is taken out or are not fit to drive at the start of the journey and if the **vehicle** doesn't meet the legal requirements and driving laws that apply – for example, it may need to be taxed and have a valid MOT certificate. **We** can check these details when **you** ask **us** for help.

**3. Vehicles** used for the carriage of goods or **passengers** for reward.

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

**5. Vehicles** parked off the public road, which are immobile due to the nature of the surface on which they stand, for example sand, mud, gravel, turf or grass.

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

**7. Breakdowns** resulting from a fault that is recurring, with no fault of **ours**,

and that has necessitated a call out by **us** during the same journey, or from an inadequate repair carried out to remedy a fault previously giving rise to a call out under this cover, or from a fault following unsuccessful servicing or repairs carried out by a person not qualified to carry out such servicing or repairs.

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

**9. Any wilful act of you** or any **passenger**.

**10. Loss of, damage to or loss of use of contents of the vehicle.**

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

**12. Loss or destruction of or damage to the vehicle** or any loss or expense whatsoever resulting from:

- Ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.

- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

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

**14.** Losses that are not directly associated with the **incident** that caused **you** to claim. For example, loss of earnings due to being unable to return to work following an **incident**, or losses arising from a delay in providing the service to which this cover relates.

**15.** Any expenses which would have been incurred in the normal course of the journey.

**16.** Any costs or storage charges incurred if, following the **incident**, **you** elect to have the **vehicle** towed to a repairer.

**17.** Transportation of horses or livestock.

**18.** Any costs **we** haven't agreed to pay. This includes but is not limited to any costs **you** have agreed separately with the recovery agent for additional services that are not covered by this policy.

**19.** Any costs incurred for sea or river transit, excluding transit to and from the Isle of Wight or across Poole Harbour, unless claimed under the Europe section of this booklet.

**20.** Recovery of any **vehicle** that would be dangerous or illegal to load or transport (including **vehicles** that don't have a current, valid Road Fund Licence).

**21.** Situations where **we**'ll only be able to help **you** if **you** pay extra for the cost of the service.

- If **you** haven't fixed a fault that's led to **you** calling **us** out already within the last 28 days
- If **you** cancel a callout and then ask **us** for help again with the same problem
- If **you** have given **us** inaccurate information about **your vehicle**, for example; **you've** told **us you** have a spare and serviceable wheel when **you** don't.

# Important information

## How to notify us of a breakdown

In the event of a breakdown whilst travelling within the UK, please telephone **0800 210 0251** or **01943 846 709**.

If you break down whilst travelling in Europe, please call **+44 (0)1943 846 600**.

## How to make a complaint

We understand that things don't always go to plan and there may be times when you feel we've let you down. If this happens, we want you to tell us. We'll do our best to put things right as soon as possible or explain something we could have made clearer.

We'd like you to speak to us about your problem by calling this number **0800 210 0251** or **0800 210 0247**.

If you'd prefer to write to us you can send the letter to:

Customer Relations Manager  
Churchill Court  
Westmoreland Road  
Bromley  
BR1 1DP

Our staff are empowered to support you and will aim to resolve most issues within three working days, following receipt of your complaint.

If your complaint can't be resolved within three working days, we'll contact you to let you know who will be dealing with it and what the next steps are.

We will keep in regular contact with you. You'll also receive the following written communication from us depending on how long it takes us to resolve your complaint:

<b>Communication Type</b>	<b>When will you get this?</b>	<b>What will it tell you?</b>
Summary Resolution Communication	If we've been able to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.	It will let you know your complaint has been resolved and tell you about the Financial Ombudsman Service.
Acknowledgement	If we've been unable to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.	It will let you know our complaint handling process and information about the Financial Ombudsman Service.
Unable to reach resolution within 8 weeks	If we've been unable to resolve your complaint within 8 weeks.	It will let you know why we are not in a position to give you our final response and when we expect to be able to provide this. We'll also let you know about your right to contact the Financial Ombudsman Service.
Final Response	If we've been unable to resolve your complaint within 3 working days, we'll send you our Final Response when we've completed our investigations. We'll do our best to send this at the earliest opportunity.	<p>This is a detailed response, which will outline:</p> <ul style="list-style-type: none"> <li>• Our investigation</li> <li>• The decision</li> <li>• Next steps, if applicable</li> </ul> <p>It will also provide information about the Financial Ombudsman Service.</p>

## **Independent Review**

If we don't complete our investigations within 8 weeks of receiving your complaint or you're unhappy with our response, you may ask the Financial Ombudsman Service to look at your complaint. This is a free and independent service. If you decide to contact them, you should do so within 6 months of our response letter. Referring your case to the Financial Ombudsman Service will not affect your legal rights.

You can contact them by:

**Email:**  
**complaint.info@financial-ombudsman.org.uk**

**Phone:**  
UK: **0300 123 9123** or **0800 023 4567**  
Abroad: **+44 20 7964 0500**

**Writing to:**  
Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Their website also has a great deal of useful information:  
**www.financial-ombudsman.org.uk**

## **Details about our regulator**

U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at **www.fca.org.uk** or the Financial Conduct Authority can be contacted on **0800 111 6768**.

## **Financial Services Compensation Scheme**

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at [www.fscs.org.uk](http://www.fscs.org.uk). U K Insurance Limited is a member of this scheme.

## **Vehicle locating via mobile signal**

If you use a mobile phone to request service under your policy we may, within half an hour of your call to us, use the mobile signal to help identify the location of the immobile vehicle. We will not use the signal for any other purpose.

## **Automatic renewals**

When your associated car insurance policy is due for renewal, we may offer to renew your breakdown policy automatically for you, using the payment details you have already given, unless you've asked us not to.

We'll let you know if we're going to do this or if you need to contact us by sending your renewal invite at least 21 days before the renewal date. Your renewal invite will also include details of your renewal premium and policy terms. If you don't want to renew your policy, you must contact us before your renewal date to let us know.

If we don't hear from you, your policy will automatically continue without a break in cover from your renewal date. You can contact us by phone if at any time your circumstances change, and you no longer want your policy to automatically renew. If you choose not to automatically renew, your policy, including any additional products or benefits, will lapse on the renewal date and you will be uninsured unless you contact us or arrange alternative cover.

Sometimes we won't be able to offer automatic renewal, for example if we need to discuss your renewal with you or because of the payment method you've chosen. If we can't offer renewal, we'll write to you at your last known address and tell you.

## **Statement of Needs**

We have not given you a personal recommendation as to whether this policy is suitable for your specific needs and just to let you know our consultants may receive a bonus if you purchase any cover with us.

# How to contact us

## **Emergency breakdown numbers (UK):**

0800 210 0251 **or** 01943 846 709

## **Emergency breakdown number (Europe):**

+44 (0)1943 846 600

## **Changing your cover**

0800 210 0247

## **24-hour accident recovery**

0800 210 0250

## **Sainsbury's Car Insurance**

0800 210 0247

## **24-hour legal helpline**

0800 206 1951

**If you would like a Braille, large print or audio version of your documents, please let us know.**

Correspondence Address: Sainsbury's Breakdown Cover, The Wharf, Neville Street, Leeds LS1 4AZ.

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**SB RPB 0422**