

# Car Insurance

## Policy Booklet



**MY POLICY NUMBER IS:**

**Sainsbury's Bank**

# Welcome to Sainsbury's Bank Car Insurance

Thanks for choosing Sainsbury's Bank Car Insurance. 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 you and **Your Car**.

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

Sainsbury's Bank Car Insurance is arranged by Sainsbury's Bank with the **Insurer** named 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 have paid or agreed to pay the premium for.

You will 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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# Contents

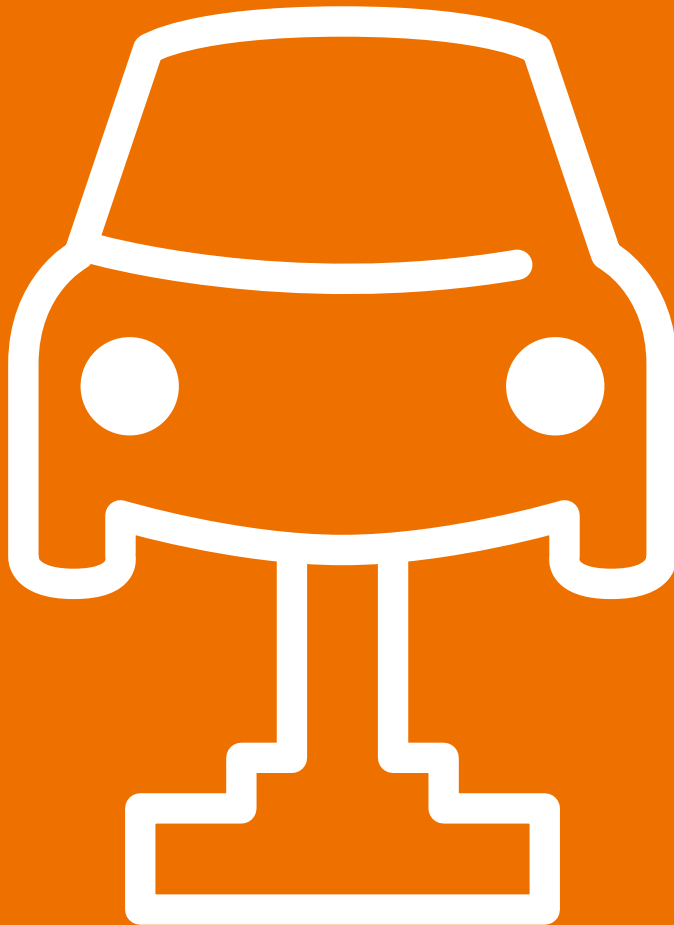
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## What words mean

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

|                                     |  |
|-------------------------------------|--|
| <b>Certificate of Car Insurance</b> | The Certificate of Car Insurance shows what car is covered, who is allowed to drive the car and what the car can be used for.  |
| <b>Endorsement(s)</b>               | A clause which changes the terms of the policy. Any endorsements which apply will be shown on your Policy Schedule.  |
| <b>Excess(es)</b>                   | The excess is the amount you must pay towards any claim; this can include both compulsory and voluntary excesses in which case the <b>Insurer</b> will add them together.  |
| <b>Hazardous goods</b>              | Any goods listed in Classes 1 to 9 of the Health & Safety Executive (HSE) rules relating to the carriage of dangerous goods and/or petrol and liquid petroleum gas transported in bulk, explosives or chemicals of a volatile, explosive, corrosive or toxic nature.   |
| <b>Insurer(s)</b>                   | The insurance company which covers you and whose name is shown in the Statement of Fact, Policy Schedule and the Certificate of Car Insurance on whose behalf this policy wording is issued.   |
| <b>Inexperienced driver</b>         | Drivers aged 25 or older who hold a provisional driving licence or who have held a full driving licence issued within the territorial limits, the European Union or European Economic Area for less than 12 months from the start of the period of insurance or who have an International licence.   |
| <b>Market value</b>                 | The cost of replacing your car with another of the same make, specification, model, age, mileage and condition as your car. To determine the market value, the <b>Insurer</b> may ask an engineer for advice and also refer to motor trade guides and other relevant sources. The <b>Insurer</b> will consider the amount you could reasonably have obtained for your car if you sold it immediately before the accident, loss or theft and not the price you paid for it. |
| <b>Nominated repairer</b>           | A repairer from your <b>Insurer's</b> approved network, which your <b>Insurer</b> will authorise to repair your car following a claim under Section 1 or Section 2 of this policy.   |
| <b>Period of insurance</b>          | The length of time for which the <b>Insurer</b> will insure you. This is shown on your Policy Schedule.  |
| <b>Policy</b>                       | The documents consisting of this wording, endorsements, the Statement of Fact, the Policy Schedule and the Certificate of Car Insurance identified by the same policy number.  |
| <b>Road Traffic Act</b>             | Compulsory Motor Insurance Regulation, and/or other law or regulation which governs the driving or use of any motor vehicle.   |
| <b>Policy Schedule</b>              | The latest Policy Schedule the <b>Insurer</b> has issued to you. This gives details of the period of insurance, the premium, your car which is insured and details of any excesses and endorsements.   |
| <b>Statement of Fact</b>            | The form that shows the information that you gave us, including information given on your behalf and verbal information you gave prior to the start of the policy.   |
| <b>Territorial limits</b>           | Great Britain, Northern Ireland, the Channel Islands and the Isle of Man including transporting your car by sea within or between them.  |
| <b>Terrorism</b>                    | Terrorism as defined in the Terrorism Act 2000 or any subsequent amendment.  |
| <b>Third party</b>                  | Any person who makes a claim against anyone insured under this policy.   |
| <b>Trailer</b>                      | Any form of trailer that has been specially built to be towed by a car.  |
| <b>Unattended</b>                   | When there is no one in your car.  |
| <b>We/Us/Our</b>                    | Sainsbury's Bank.  |
| <b>You/Your</b>                     | The policyholder named on your Policy Schedule.  |
| <b>Young driver</b>                 | A person under 25 at the time of the event which you or they may be able to claim for.   |
| <b>Your car</b>                     | The car described on your Policy Schedule and certificate and its registration mark.   |



## **OUR PROMISE:**

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**Loss or damage to your car – Your claim may be settled either by repair or replacement of damaged parts on your vehicle or by a transfer of funds.**

**(see pages 10-14 for the policy terms & conditions)**

## Summary of important information about your car insurance

### Our relationship with you and your Insurer

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 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 will also arrange the cancellation of your **Policy** and arrange cover, where it is possible to do so, with an alternative **Insurer** if your requirement to amend your **Policy** isn't acceptable to your original **Insurer**. Additionally we will arrange optional additional covers such as legal protection and breakdown requested by you and will arrange the renewal of your insurance.

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.

We have supplied this Agreement and other information to you in English and we will 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 us, we may also charge fees for administering your insurance; these are listed on your About our Insurance Services document.

If you make changes to your **Policy** during the **Period of insurance**, we may charge you additional fees and/or an additional premium may be due.

## 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](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768.

You can also check your **Insurer's** regulatory information on your **Certificate of Car Insurance**.

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## Claims service

We hope you are never unfortunate enough to have an accident or loss.

### If Your Car is involved in an accident

Stop at the scene of the accident.

Make sure you and your passengers are safe and out of danger.

Dial 999 if you need emergency help or if the accident has left a dangerous situation. Do not admit blame or liability for the accident – and tell us if anyone else does.

Report the accident as soon as you can by calling **0344 600 9021**, even if you don't want to make a claim.

Try to make a note of as many details as you can at the time, in case you need them later on. We suggest you:

- note the time, name of the road or location;
- make a note of how many passengers were in the other vehicles involved;
- take a picture of the position of all vehicles involved, if it's safe to do so;
- write down the weather/driving conditions (for example, dark, raining);
- take photographs of the damage as evidence;
- write down the name, address and contact number of any witnesses and drivers involved.

### Making a claim

We know how stressful it can be if **Your Car** is involved in an incident; however, the sooner you report it the sooner we can help you. You must tell us as soon as possible upon becoming aware of any incident that may result in a claim under this **Policy**, even if you don't intend claiming for **Your Car**.

Call the 24-hour UK-based claims line on **0344 600 9021**. It will be useful if you have your **Policy** number and details of the incident to hand.

Once you have called, we will:

- register your claim;
  - provide you with a claim number to quote in future correspondence;
  - talk you through the process, including confirming what you are covered for;
  - arrange next steps.
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## Getting Your Car repaired

If **Your Car** is covered for repairs following an insured accident, you can choose to get it repaired through one of the **Insurer's Nominated repairers**. Doing this means that:

- you don't need to organise estimates;
- the **Insurer** will pay the repairer directly (you just pay the **Excess** to the repairer);
- you will receive a courtesy car for the duration of any repairs;
- all repair work is guaranteed for five years, unless you sell **Your Car**.

Alternatively, you can organise estimates and repairs through a garage of your choice.

## Things you need to know about the courtesy car service

- The service is guaranteed for the duration of any repairs, if you use one of your **Insurer's Nominated repairers** for repairs to **Your Car** following damage covered under Sections 1 and 2 of your **Policy**.
- The repairer will provide you with a small hatchback.
- The courtesy car will be automatically insured by this **Policy**, subject to underwriting terms and conditions, at no additional cost, and normal **Policy** terms will apply.
- You will be responsible for the courtesy car, including any fines for parking, motoring offences and fixed penalties and any congestion or toll charges incurred.

The courtesy car service is provided by the **Insurer's Nominated repairer**. You can find out who your **Insurer** is by looking at your **Statement of Fact**, your **Policy Schedule** or your **Certificate of Car Insurance**.

The courtesy car service is not available as part of a Third Party, Fire and Theft policy.

## Your policy wording

### Section 1: Loss of or damage to Your Car (except that caused by fire or theft)

Full details of the cover offered are given below. Please also refer to the General Exclusions and General Conditions sections (pages 34-43) for further details of exclusions applying throughout your **Policy**.

#### What is covered?

Loss of or damage to **Your Car** (and its accessories while in or on **Your Car**, or in your locked private garage), including accidental damage.

#### How your claim is settled

If **Your Car** is damaged, the **Insurer** has the option to:

- pay to repair the damage or repair the damage themselves;
- replace what is lost or damaged, if this is more cost-effective than repairing it; or
- settle your claim by bank transfer or by sending you a cheque.

#### What is not covered?

- Depreciation.
- Mechanical, electrical, electronic or computer failures, breakdowns, breakages.
- Loss of or damage to **Your Cars** windscreen or glass windows, including damage to any part of a roof panel, panoramic roof or foldable roof or removable hood of a convertible car, unless the bodywork is damaged at the same time by something other than broken glass from the windscreen, windows or sunroof.
- Loss of or damage to any audio visual (incl DVD players, car phones or in-car audio equipment) or satellite navigational equipment.
- Replacement keys and locks if your keys are lost or stolen and not recovered.
- Loss of or damage to clothing and personal belongings which are in **Your Car**.
- Frost damage.

- Loss of use of **Your Car** (including the cost of hiring another vehicle).
- Wear and tear.
- **Your Car** losing **Market value** after or because of repairs.
- Damage to your tyres caused by braking, punctures, cuts or bursts.
- Loss of or damage to **Your Car** as a result of a deliberate act by anybody insured by the **Policy**.
- The wrong fuel being used.
- All **Excesses** that apply as shown on your **Policy Schedule**. These may include voluntary and compulsory **Excesses** and 'Young driver or Inexperienced driver' **Excesses**, if these apply.
- Repairs or replacements which improve the condition of **Your Car**.
- Costs of importing parts or accessories or storage costs caused by delays, where the parts or accessories are not available from current stock in the UK.
- Damage to **Your Car** if you or any person entitled to drive as specified by your current **Certificate of Car Insurance** is convicted of an offence involving drink or drugs, or was driving when under the influence of drink or drugs in excess of the legal limit in the country in which the incident occurred.
- Loss of or damage to **Your Car** as a result of malicious damage/vandalism, unless you report the incident to the police.
- **Your Car** being confiscated or destroyed by or under order of any government or public or local authority.

Section 1 is not applicable to a Third Party, Fire and Theft policy.

## The most the Insurer will pay

The **Insurer** won't pay more than the **Market value** of **Your Car** at the time of the damage or loss (less any **Excess** that may apply).

The **insurer** will pay the cost of repairing or replacing audio or satellite navigation equipment that was permanently fitted as standard when **your car** was first registered. The insurer will pay up to £500 for permanently fitted audio equipment and satellite navigation equipment that was not fitted to **your car** when it was first registered.

## Section 2: Loss or damage by fire or theft

Full details of the cover offered are given below. Please also refer to the General Exclusions and General Conditions sections (pages 34-43) for further details of exclusions applying throughout your **Policy**.

### What is covered?

Loss of or damage to **Your Car** (and its accessories while in or on **Your Car** or in your locked private garage) by:

- theft;
- attempted theft;
- fire, lightning or explosion;

### What is not covered?

- Theft or attempted theft of readily removable in-car electronic equipment unless it is in a glove compartment or a locked boot, in which case the **insurer** will provide cover up to the personal belongings limit (see Section 7).
- All **Excesses** that apply as shown on your **Policy Schedule**. These may include voluntary and compulsory **Excesses**, if these apply. Loss of or damage to **Your Car** as a result of someone acquiring it by fraud or trickery while pretending to be a buyer or offering to sell the vehicle on your behalf. **Your Car** being repossessed by its rightful owner or having to pay compensation to the owner.
- Loss of or damage to **Your Car** caused by theft or attempted theft if the keys and/or other devices which unlock **Your Car** and/or enable **Your Car** to be started and driven are left in or on **Your Car** when **Unattended**, or if **Your Car** has been left **Unattended** and not properly locked (this includes any door, window, roof opening, removable roof panel or hood being left open or unlocked).
- Loss of or damage to **Your Car** if any security or tracking device which the **Insurer** insists is fitted to **Your Car** hasn't been set or isn't in full working order.
- Loss of or damage to **Your Car** if the network subscription for any tracking device which the **Insurer** insists is fitted to **Your Car**, isn't current and operable.
- Loss of or damage to **Your Car** if the driver recognition device for any tracking device which the **Insurer** insists is fitted to **Your Car** is left in or on **Your Car** whilst **Unattended**.
- Loss of or damage to **Your Car** as a result of a deliberate act by anybody insured by the **Policy**.

- Loss of or damage to **Your Car** caused by a member of your immediate family, or a person living in your home taking **Your Car** without your permission, unless you report the person to the police for taking **Your Car** without your permission and help the police in a prosecution.
- Loss of or damage to **Your Car** as a result of theft or arson, unless you report the incident to the police. **Your Car** being confiscated or destroyed by or under order of any government or public or local authority.
- Loss of or damage to **Your Cars** windscreen or glass windows, including damage to any part of a roof panel, panoramic roof or foldable roof or removable hood of a convertible car, unless the bodywork is damaged at the same time by something other than broken glass from the windscreen, windows or sunroof.

### How your claim is settled

If **Your Car** is lost or damaged as a result of theft, attempted theft, fire, lightning or explosion, the **Insurer** has the option to:

- pay to repair the damage or repair the damage themselves;
- replace what is lost or damaged if this is more cost-effective than repairing it; or
- settle your claim by bank transfer or by sending you a cheque.

### The most the Insurer will pay

The **Insurer** won't pay more than the **Market value** of **Your Car** at the time of the damage or loss (less any **Excess** that may apply).

The **insurer** will pay the cost of repairing or replacing audio or satellite navigation equipment that was permanently fitted as standard when **your car** was first registered. The **insurer** will pay up to £500 for permanently fitted audio equipment and satellite navigation equipment that was not fitted to **your car** when it was first registered.

Cover for permanently fitted audio equipment and satellite navigation equipment under a Third Party, Fire and Theft policy is limited to £150, regardless of whether or not it was fitted as standard when **your car** was first registered.

## Section 3: Windscreen damage

Full details of the cover offered are given below. Please also refer to the General Exclusions and General Conditions sections (pages 34-43) for further details of exclusions applying throughout your **Policy**.

### What is covered?

This section covers replacement or repair of broken glass in the windscreen, sunroof or windows of **your car** and any scratching to **your car's** bodywork as a result of the broken glass, as long as there has not been any other loss or damage to **your car**.

Depending on who carries out the replacement or repair, the **excess** that applies will vary:

- **Approved windscreen repairer** - Repair excess: £10
- **Approved windscreen repairer** - Replacement excess: £75
- Non-approved windscreen repairer - Repair excess: £25
- Non-approved windscreen repairer - Replacement excess: £100

### What is not covered?

- The **excess** shown for this section in your **Policy Schedule**.
- Any amount greater than £150 (after **excess** deduction) if you don't use an approved **windscreen repairer**.
- Wear and tear.
- Loss of or damage to **your car** as a result of a deliberate act by anybody insured by the **policy**.
- Damage to any part of a roof panel, panoramic roof or foldable roof or removable hood of a convertible car.

### How your claim is settled

- Your **insurer** will either:
- pay for the glass to be repaired; or
- pay for the glass to be replaced.

Any payment made under this section alone won't affect your no-claims discount.

Cover for windscreen damage is not available as part of a Third Party, Fire and Theft policy unless the separate add-on product is purchased (shown in your **Policy Schedule**).



## OUR PROMISE:

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**Windscreen Repair/ Replace – If you use an approved repairer it will only cost you £10 for a windscreen repair and £75 for windscreen replacement. We will cover all other costs incurred related to Windscreen Repair/ Replace.**

Comprehensive only (see page 14 for the policy terms & conditions)

## Section 4: Conditions that apply to Sections 1, 2, and 3

Full details of the cover offered are given below. Please also refer to the General Exclusions and General Conditions sections (pages 34-43) for further details of exclusions applying throughout your **Policy**.

### Hire purchase, leasing and other agreements

If **Your Car** is currently on a hire purchase, leasing or financing agreement the **Insurer** will settle the claim by paying the legal owner. The **Insurer** will only pay you any remaining balance if ownership of **Your Car** is to be transferred to you, your spouse or civil partner at the end of the hire purchase or financing agreement.

### Parts

The **Insurer** may decide to repair **Your Car** with recycled or non-original parts and equipment which have not been made by **Your Car's** manufacturer but which are of a similar standard. If any part or accessory is not available, the most the **Insurer** will pay for that part will be the cost shown in the manufacturer's last United Kingdom price list (plus fitting costs).

## Removing and delivering your car

If **your car** can not be driven as a result of loss or damage covered under this **policy** and you report the claim directly to us and agree to use an **approved repairer**, the **insurer** will pay the cost of taking it to the **nominated repairer** and redelivering it to you at the address shown on your **Policy Schedule** after it has been repaired. The **insurer** may put your car in safe storage before it is repaired, sold or taken for scrap. During the aforementioned events the **insurer** will also pay the cost of protection.

If you do not report the claim directly to us or you instruct your own recovery agent or do not agree to use an **approved repairer** then you will be liable for any recovery or storage costs over and above those costs we would have paid had you used our recovery agents or **approved repairer**. If **your car** can't be driven after an accident or loss covered under Sections 1-3 of this **policy**, the **insurer** will pay up to £300 in total for all the people in the car towards the cost of alternative transport to a safe place and/or hotel expenses for an overnight stay if this is necessary.



Alternative transport to a safe place and/or hotel expenses is not available to Third Party, Fire and Theft policyholders.

### Repairs

If the **Insurer's Nominated repairer** carry out the repairs, you do not need to provide an estimate. Repairs carried out by the **Insurer's Nominated repairer** are guaranteed for five years unless you sell **Your Car**.

Alternatively, you can arrange for necessary repairs to be carried out at a repairer of your choice, however you must give the **Insurer** full details of the incident and the **Insurer** must approve the detailed repair estimate before work begins. You may need to provide more than one estimate, and the **Insurer** may also need to inspect the vehicle and reserve the right to ask you to obtain alternative estimates. If repairs by your chosen non-approved repairer cost less than would have been incurred by a **Nominated repairer**, then the lesser amount will be payable by the **Insurer**. In any event, the **Insurer** will not pay you more than a **Nominated repairer** would have charged for the repairs.

Unless repairs are carried out by the **Insurer's Nominated repairer** they are NOT guaranteed by the **Insurer**, even though the **Insurer** may pay for those repairs directly, also the **Insurer** will be unable to provide you with a Courtesy Car.

### In the event of a total loss

If **Your Car** is a total loss, your **Insurer** may put it in safe storage until your claim is settled. Your **Insurer** will also be entitled to take possession of **Your Car** once they have settled your claim.

## Section 5: Liability to other people

Full details of the cover offered are given below. Please also refer to the General Exclusions and General Conditions sections (pages 34-43) for further details of exclusions applying throughout your **Policy**.

### What is covered?

The **Insurer** will cover you for your legal liability to other people arising from an accident which involves **Your Car** and:

- you kill or injure someone;
- you damage someone else's property.

This cover also applies to an accident involving a **Trailer** or vehicle you are towing. The **Insurer** will also provide the cover referred to above for:

- anyone insured by your **Policy** to drive **Your Car**, as long as they have your permission;
- anyone you allow to use but not drive **Your Car**;
- anyone who is in or getting into or out of **Your Car**;
- the legal personal representative of anyone covered under this section if that person dies.

Damage to **Third Party** property is covered up to £20,000,000. Your **Insurer** will be entitled to admit liability.

### What is not covered?

- Loss of or damage to any car you drive or any **Trailer** or vehicle you tow.
- Anyone who has other insurance covering the same liability.
- Any injury, loss or damage occurring while **Your Car** is involved in an incident as a result of a deliberate act by anybody insured by the **Policy**, except to the extent that the **Insurer** is obliged by law to provide insurance under the **Road Traffic Act**.
- Damage caused by any driver insured by your **Policy** to any property they own or are responsible for
- Legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences.

- Claims arising from **Your Car** being driven by or in the charge of any person who isn't named as entitled to drive on your **Certificate of Car Insurance**.
- Any amount exceeding £20,000,000 for loss of or damage to other people's property including any related indirect loss or damage and £5,000,000 for legal costs and expenses. The death of or injury to any employee in the course of their employment by anyone insured by the **Policy** except as required by the **Road Traffic Act**. Any loss resulting from pollution or contamination as a result of a claim, except to the extent that the insurer is obliged by law to provide insurance under the **Road Traffic Act**.

### Costs and expenses

#### Legal costs

- if there is an accident covered by this **Policy**, and where this is agreed with your **Insurer** beforehand, the **Insurer** will pay the legal costs and/or expenses to defend or represent you or any driver covered by your **Policy**:
- at a coroner's inquest or fatal accident inquiry; and/or
- in criminal proceedings arising out of the accident.

The **Insurer** must agree to all legal costs and/or expenses beforehand. If the **Insurer** agrees to pay such legal costs and/or expenses, they will advise you as to the extent of any help they will give.

The **Insurer** will be entitled to conduct the defence or settlement of any claim and to instruct the solicitors of their choice to act for you in any proceedings.

#### Emergency medical treatment

If the **Insurer** makes a payment under this sub-section only, it won't affect your No Claims Discount. The **Insurer** will pay for emergency treatment fees as set out in the **Road Traffic Act**.

#### Payments made outside the terms of the Policy

If the **Insurer** must make a payment (including a payment in anticipation of such liability) because the laws of any country require them to do so, they may recover from you, or the person who is liable, any payment that isn't covered by this **Policy**. This includes any amount that the **Insurer** would not otherwise be required to pay as a result of your failure to provide accurate information.

## Section 6: Driving other cars

Full details of the cover offered are given below. Please also refer to the General Exclusions and General Conditions sections (pages 34-43) for further details of exclusions applying throughout your **Policy**.

### What is covered?

Your insurer will cover your legal liability for the death of or bodily injury to any person or damage to property (or both) caused by you driving any other private car (this does not include any commercial vehicle, motorcycle or any other motor vehicle) that you don't own, isn't registered to you and isn't hired to you under a hire purchase or rental or lease agreement, as long as:

- you drive in the territorial limits;
- the other private car is registered and normally kept in the territorial limits;
- there is a current and valid policy of insurance for the other private car you are driving;
- you have the owner's permission to drive the other private car;
- the other private car has not been seized or confiscated by, or on behalf of, any government or public authority;
- you are not covered by any other insurance to drive the other private car;
- you still own your car (or you are still its main driver and you told us that someone else owned your car when you insured it with us), it has not been stolen and not recovered or damaged or had not been declared a total loss; and
- you are aged 25 or over and this cover is shown as being included on your current Certificate of Car Insurance.

**What is not covered?**

Your insurer won't insure loss of or damage to the private car you are driving or any trailer or vehicle you tow under this section.

This cover for driving other cars does not apply if the other private car you are driving is owned by or registered to, or hired, rented or leased to, you, your business partner or your employee, or is being kept or used in connection with your or your employer's business.

This cover for driving other cars does not allow you to secure the release of any motor vehicle, that has been seized by, or on behalf of, any government or public authority. The private car you are driving under this section must not weigh more than 3.5 tonnes in gross vehicle weight.

Anything which isn't covered under Section 5 of this policy is also not covered under this section.

Driving other cars cover is not available to Third Party, Fire and Theft policyholders.

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## Section 7: Other benefits

Full details of the cover offered are given below. Please also refer to the General Exclusions and General Conditions sections (pages 34-43) for further details of exclusions applying throughout your policy.

### New car cover

#### What is covered?

If you have a valid claim under Section 1 or 2 of this **Policy** and if **Your Car** was sourced and supplied as new in the UK and is less than one year old and you, your spouse or civil partner are the first and only registered owner, the **Insurer** will replace it with one of the same make, model and specification if it has:

- been stolen and not found; or
- suffered damage covered by the **Policy** and the cost of repairing it is more than 55% of the last UK list price (including taxes) of **Your Car** at the time of the damage.

The **Insurer** can only do this if a replacement car is available in the UK and anyone else who has an interest in **Your Car** agrees. If you are still paying for **Your Car** under a hire purchase or leasing agreement your **Insurer** may, at their option, pay a claim for the total loss of **Your Car** to the hire purchase or leasing company.

If a car of the same make, model and specification isn't available in the UK, the most your **Insurer** will pay is the **Market value** of **Your Car** at the time of loss or damage.

#### What is not covered?

- **Your Car** being confiscated or destroyed by or under order of any government or public or local authority.
- The sum of all **Excesses** that apply as shown on your **Policy Schedule**. These may include voluntary and compulsory **Excesses** and **Young driver** or **Inexperienced driver Excesses**, if these apply;
- Loss of or damage to **Your Car** as a result of someone acquiring it by fraud or trickery while pretending to be a buyer, or offering to sell the vehicle on your behalf. **Your Car** being repossessed by its rightful owner or having to pay compensation to the owner.
- Loss of or damage to **Your Car** if any security or tracking device which the **Insurer** insists is fitted to **Your Car** has not been set or isn't in full working order.

- Loss of or damage to **Your Car** if the network subscription for any tracking device which the **Insurer** insists is fitted to **Your Car**, isn't current and operable.
- Loss of or damage to **Your Car** if the driver recognition device for any tracking device which the **Insurer** insists is fitted to **Your Car** is left in or on **Your Car** whilst **Unattended**.
- Loss of or damage to **Your Car** as a result of a deliberate act by anybody insured by the **Policy**.
- Loss of or damage to **Your Car** caused by a member of your immediate family, or a person living in your home taking **Your Car** without your permission, unless you report the person to the police for taking **Your Car** without your permission and help the police in a prosecution.
- Loss of or damage to **Your Car** as a result of theft or arson, unless you report the incident to the police.

### Replacement keys and locks

#### What is covered?

If your keys are lost or stolen and not recovered, your insurer will pay to replace the door and boot locks on your car. The most that will be paid for any one incident will be £1,000. The standard compulsory excess applies.

#### What is not covered?

This benefit is not available if:

- your keys are left in or on your car at the time of the loss; or
- you don't report the loss to the police within 24 hours of discovering it; or
- your keys are stolen by a member of your immediate family, or a person living in your home unless you report the person to the police for taking your keys without your permission and help the police in a prosecution.

Replacement keys and locks cover is not available as part of a Third Party, Fire and Theft policy.

## Medical expenses

### What is covered?

If you or anyone in **Your Car** is injured in an accident involving **Your Car**, your **Insurer** will pay medical expenses of up to £200 for each injured person

Medical expenses cover is not available as part of a Third Party, Fire and Theft policy.

## Personal belongings

### What is covered?

- Your insurer will cover clothing and personal belongings which are in your car and are lost or damaged by accident, fire, theft or attempted theft. The most the insurer will pay for any one incident is £200.
- Your insurer will also pay for any loss of or damage to any goods bought from a Sainsbury's store caused by fire, theft, attempted theft or accident while they are in or on your car for the duration of the journey between the store and the home address. The most the insurer will pay for any one incident is £200.

### What is not covered?

- Theft of personal belongings unless kept out of sight in the locked boot or other concealed compartments of your car.
- Money, jewellery, stamps, credit or debit cards, tickets, vouchers, documents or securities (such as Premium Bond certificates).
- Goods, samples or tools carried in connection with any trade or business.
- Fuel, including fuel bought from a Sainsbury's filling station.
- Wear and tear.
- Property insured under any other policy.
- Loss of or damage to laptops, mobile phones, smart phones, tablets or electronic navigational equipment.
- Theft or attempted theft of personal belongings if your car has been left unlocked, left with the keys in it or left with a window, door or roof open.



### How your claim is settled

Your insurer will pay the cost of the item less an amount for wear and tear.

Your insurer may, at their discretion, require documentary evidence and/or sight of the item to substantiate your claim.

Personal belongings cover is not available as part of a Third Party, Fire and Theft policy.

### Child car seats

If you have a child car seat fitted to **Your Car** and **Your Car** is involved in an accident, damaged by fire or theft or is stolen and not recovered, your **Insurer** will cover you for the cost of replacing the child car seat with a new one of a similar standard, even if there is no apparent damage.

Your **Insurer** will only pay under this cover if they have also accepted a claim under Section 1 or Section 2 of this **Policy**.

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## Section 8: Territorial limits and foreign use

Full details of the cover offered are given below. Please also refer to the General Exclusions and General Conditions sections (pages 34-43) for further details of exclusions applying throughout your **Policy**.

### Territorial limits

The **Territorial limits** of this **Policy** are Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including transit by sea, air or land by a recognised carrier within and between these places – provided that the journey does not take longer than 65 hours under normal conditions.

### Compulsory cover outside the Territorial limits

This **Policy** also gives the minimum cover required by the relevant law to enable you or any person named on the **Certificate of Car Insurance** to drive or use **Your Car** in any country which is a member of the European Union and to any other country which agrees to follow European Union directives on car insurance and is approved by the Commission of the European Union.

### Full Policy cover outside the Territorial limits

Your **Insurer** will automatically extend your **Policy** and give you the same level of cover as you have in the **Territorial limits** for up to 90 days within any one **Period of insurance** to include:

- any country that is a member of the European Union; and
- any country which the Commission of the European Communities is satisfied has made arrangements to comply with Article 8 of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle. This cover only applies if your permanent home is in Great Britain and your visit to such countries is temporary.

You don't need an International Motor Insurance Card to travel in the EU and the countries specified above.

If you intend to use **Your Car** in **Excess** of 90 days in these territories, you must first contact us to obtain agreement and pay any additional premium requested. Only the minimum cover required by the relevant law will apply unless you informed us prior to travel.

If you have bought a Third Party, Fire and Theft policy, the full **policy** cover outside the territorial limits applies for a maximum of 35 days within any one **period of insurance**.

Take the following insurance documents when you travel abroad:

- your **Certificate of Car Insurance**; and
- this **Policy** booklet.

Full cover applies while **Your Car** is being transported by air, sea or rail between any of these countries, including loading and unloading, subject to the limitations detailed above.

This **Policy** does not cover events occurring in a country that is not included in this section unless this is agreed and you receive an International Motor Insurance Card (Green Card).

If you permanently live in Northern Ireland, foreign use cover is as shown on your **Policy Schedule** and is extended for up to 365 days in the Republic of Ireland only.

### How your claim is settled

Your **Insurer** will settle claims as set out in Sections 1 and 2. If they have to pay for the car to be delivered to you after repairs, they will only pay for it to be delivered to you while you are in the country where the loss or damage occurred.

If you need to report an incident from outside of the UK, please call:  
**+44 344 600 9021.**

### Customs duty

If you have to pay customs duty on **Your Car** for repairs covered under your **Policy**, the **Insurer** will pay these costs for you.

## Section 9: Personal accident

Full details of the cover offered are given below. Please also refer to the General Exclusions and General Conditions sections (pages 34-43) for further details of exclusions applying throughout your **Policy**.

### What is covered?

If you or your spouse or civil partner are accidentally killed or injured while getting into, travelling in or getting out of **Your Car** (or any other car you don't own), your **Insurer** will pay a benefit if the accident results in death, total and permanent loss of sight in one or both eyes or total physical loss of a limb at or above the ankle or wrist. The death or loss must occur within 90 days and be a direct result of the accident

### What is not covered?

- Any deliberate act by you or your spouse/civil partner.
- Any injury caused by a natural disease or weakness.
- Any injury or death resulting from suicide or attempted suicide.
- Any death or loss that occurs more than 90 days after the incident date.
- Anyone who is killed or injured while under the influence of drink or drugs.
- Anyone who is killed or injured as a result of not wearing a seatbelt when they have to by law.

### How your claim is settled

The most the **insurer** will pay is £10,000 per person for a single accident or in any **period of insurance**.

Personal accident cover is not available as part of a Third Party, Fire and Theft policy.

## Section 10: Courtesy car following a claim

Full details of the cover offered are given below. Please also refer to the General Exclusions and General Conditions sections (pages 34-43) for further details of exclusions applying throughout your **Policy**.

### What is covered?

If you make a claim under Section 1 or Section 2 of your **Policy** and **Your Car** is repaired by the **Insurer's Nominated repairer**, they will provide you with a small hatchback courtesy car while **Your Car** is being repaired.

Your **Policy** will cover you to drive a courtesy car which a **Nominated repairer** has provided to you under Section 1 or Section 2. This cover will apply to everyone named on your **Certificate of Car Insurance** and is restricted to the limits on use, exclusions and **Territorial Limits** shown on your **Certificate of Car Insurance**. The courtesy car supplied to you cannot be used outside the **Territorial Limits**.

The cover provided for a courtesy car is subject to the terms and conditions described in your **Policy** and **Policy Schedule**.

A like-for-like courtesy car will be available if you have purchased the enhanced courtesy car additional product as shown on your **Policy Schedule**.

### What is not covered?

The **Insurer** won't provide you with a courtesy car:

- for longer than the duration of the repairs to **Your Car**;
- if **Your Car** has been stolen and not recovered;
- if **Your Car** has been written off (a total loss), including if this decision is taken after the vehicle is received by a **Nominated repairer**.

### Your responsibilities

Please note that you will be responsible for the courtesy car, including any fines for parking, motoring offences and fixed penalties and any congestion or toll charges incurred.

The courtesy car service is provided by the **Insurer's Nominated repairer**. You can find out who your **Insurer** is by looking at your **Statement of Fact**, your **Policy Schedule** or your **Certificate of Car Insurance**.

The courtesy car service is not available as part of a Third Party, Fire and Theft policy.

## Section 11: No Claims Discount (NCD)

If you (or any driver named on your **Policy**) make a claim or a claim is made against you, and you don't have protected No Claims Discount, your No Claims Discount with us will be reduced as follows:

| No Claims Discount at last renewal | No Claims Discount (years) at next renewal |          |          |
|------------------------------------|--|----------|----------|
|                                    | 1 claim                                    | 2 claims | 3 claims |
| 1                                  | 0  | 0        | 0        |
| 2                                  | 0  | 0        | 0        |
| 3                                  | 1  | 0        | 0        |
| 4                                  | 2  | 0        | 0        |
| 5                                  | 3  | 1        | 0        |
| 6                                  | 3  | 1        | 0        |
| 7                                  | 3  | 1        | 0        |
| 8                                  | 3  | 1        | 0        |
| 9+                                 | 3  | 1        | 0        |

If you do make a claim during the **Period of insurance**, your No Claims Discount will be reduced at the next renewal date in accordance with the scale shown above.

Our premium calculation will include the no claims discount to which you are entitled. If you make a claim after your renewal premium has been calculated, your No Claims Discount entitlement will be amended or removed and your premium changed.

If a claim occurs which is not your fault and your **Insurer** has to make a payment, your No Claims Discount will be reduced unless your **Insurer** can recover the costs from those responsible.

The following will not affect your No Claims Discount:

- payments made under Section 4 (Emergency Medical treatment) of this **Policy**;
- claims resulting from an accident caused by an uninsured driver (Section 11).
- claims where you were not at fault, as long as the **Insurer** has recovered all that the **Insurer** has paid from the **Third party** responsible;
- claims for damage to **Your Car** as a result of an act of vandalism (Section 12);

Your No Claims Discount can't be transferred to another person or used on more than one **Policy** at the same time.

Please note that any change in the level of your No Claims Discount is no guarantee that your premium will not rise.

#### **Named driver No Claims Discount (NDNCD)**

Whilst your named driver remains claim free on your **Policy** they will earn their own NDNCD to use when they take out their own Sainsbury's Bank Car Insurance **Policy** with us.

To transfer the NDNCD the named driver needs to call us and identify the **Policy** on which they have earned this discount by giving your name, date of birth, postcode and either your **Policy** number or vehicle registration. They can only use this whilst your **Policy** is live, or up to 90 days after it has ended, and it may not be recognised by other **Insurers**.

## Section 12: No Claims Discount protection (optional extra)

If you have chosen to protect your No Claims Discount this will be shown on your **Policy Schedule**.

If you have four or more years No Claims Discount, you can opt to protect it for an additional premium. This means that your No Claims Discount won't be reduced in accordance with the table shown on page 24 (Section 9: No Claims Discount (NCD)), but instead will reduce in accordance with the table below.

If you have protected No Claims Discount:

- your No Claims Discount will only be affected if you make more than two claims in three consecutive insurance terms;
- If you make two at fault claims within three consecutive insurance terms the protection will be removed at renewal;
- if you make more than three claims within three consecutive insurance terms the protection will be removed at renewal and your No Claims Discount reduced to zero.

If you make a claim during your insurance term you won't earn any No Claims Discount entitlement for that insurance term. Where your No Claims Discount remains unaffected, in most instances a claim will lead to some increase in premium at renewal. However, our premium calculation will include No Claims Discount to which you are entitled. If you make a claim after your renewal premium has been calculated, your No Claims Discount entitlement will be amended or removed and your premium changed.

| No Claims Discount at last renewal | No Claims Discount (years) at next renewal |          |          |           |
|------------------------------------|--|----------|----------|-----------|
|                                    | 1 claim                                    | 2 claims | 3 claims | 4+ claims |
| 4                                  | 4  | 4        | 2        | 0         |
| 5                                  | 5  | 5        | 3        | 0         |
| 6                                  | 6  | 6        | 3        | 0         |
| 7                                  | 7  | 7        | 3        | 0         |
| 8                                  | 8  | 8        | 3        | 0         |
| 9+                                 | 9  | 9        | 3        | 0         |



## Section 13: Protection against uninsured drivers

If you make a claim for an accident that isn't your fault and the driver of the car that hits **Your Car** is not insured, you won't lose your No Claims Discount or have to pay any **Excess**.

### Conditions

The **Insurer** will need:

- the responsible person's vehicle registration number;
- the make and model of the vehicle; and
- their name, address and phone number, if possible.

When you claim you may have to pay your **Excess** initially. Also, if investigations are still ongoing when your renewal is due, you may lose your No Claims Discount temporarily. However, once the **Insurer** confirms that the accident was the fault of the uninsured driver, it will refund your **Excess**, restore your No Claims Discount and refund any extra premium you may have paid.

Protection against uninsured drivers is not available to Third Party, Fire and Theft policyholders.

## Section 14: Vandalism promise

If you make a claim for an act of vandalism that has damaged **Your Car** and you have a valid crime reference number, you won't lose your No Claims Discount.

When you claim you will have to pay your **Excess**.

Vandalism cover is not available to Third Party, Fire and Theft policyholders.

# General Exclusions

## 1. Who uses Your Car

The **Insurer** won't cover any injury, loss, damage or liability which takes place while **Your Car** is being:

- driven by any person not described as entitled to drive by your **Certificate of Car Insurance**;
- used for any purpose not allowed by your **Certificate of Car Insurance** or **Policy Schedule**;
- driven with a load and/or used to tow a **Trailer** or caravan, where the manner in which it is secured involves a danger of injury to any person and/or damage to property;
- driven with a number of passengers greater than the number of seats fitted to the insured vehicle by the vehicle manufacturer;
- driven by someone who does not have a valid driving licence or is disqualified from holding or obtaining such a licence or is breaking the conditions of their driving licence.

This exception does not apply if **Your Car** is:

- with a member of the motor trade for maintenance or repair;
- stolen or taken away without your permission; or
- being parked by an employee of a hotel, restaurant or car-parking service.

## 2. Contracts

The **Insurer** won't cover any legal liability that arises as a result of you entering into any agreement or contract, unless you would have been liable even without such an agreement or contract.

## 3. Radioactivity and Hazardous goods

The **Insurer** won't cover any loss, damage, liability or cost directly or indirectly caused by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste;
- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts; or the car being used to carry **Hazardous Goods**.

## 4. War

The **Insurer** won't cover any injury, loss, damage or liability caused by war, invasion, revolution or a similar event except as is strictly required under the **Road Traffic Act**.

**5. Riot**

The **Insurer** will not cover any loss or damage caused by riot or civil commotion outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

**6. Terrorism**

The **Insurer** will not cover any loss or damage or cost or expenses of any nature directly or indirectly caused or occasioned by or happening through or in consequence of **Terrorism** or any action taken in controlling, preventing or suppressing any acts of **Terrorism** or in any way relating hereto.

For the purpose of this exclusion '**Terrorism**' is as defined in the **Terrorism Act 2000**.

**7. Use on airfields**

The **Insurer** won't cover any injury, loss, damage or liability caused by using **Your Car** in any area where aircraft are normally found to be landing, taking off, moving or parked.

**8. Pollution**

The **Insurer** won't cover any injury, loss, damage or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the **Period of insurance**.

**9. Recovery of seized cars**

The **Insurer** will not cover securing the release of a vehicle other than that named on the **Certificate of Car Insurance**, which has been seized by, or on behalf of, any government or public authority.

**10. Unacceptable use and use within any motor sporting event**

The **Insurer** will not cover any injury, loss, damage or liability whilst **Your Car** is being used or driven in connection with:

driving tuition, motor trade, the carriage of goods or people for hire or reward, trade or delivery purposes, racing, rallies, track days or competitions or similar motor sporting event, pace-making, speed testing, or used in any connection with any event at the Nürburgring Nordschleife.

**11. Sonic bangs**

The **Insurer** won't cover any injury, loss or damage resulting from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

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## 12. Alcohol and drugs

The **Insurer** won't cover any loss, damage or liability arising from an incident if you or anyone insured under the **Policy** are driving with an alcohol reading above the legal limit, or are driving whilst unfit through drink or drugs, or fail to provide a blood, urine or breath specimen without a lawful reason. The **Insurer** has the right to recover from you any amounts which they pay before such conviction or which the **Insurer** is required to pay by law.

## 13. Earthquake

The **Insurer** will not cover any loss, damage, liability or cost directly or indirectly caused by an earthquake.

## 14. Vehicle Software, Systems and Cyber Risks

We won't pay claims that are the result of Cyber Terrorism.

The **insurer** won't pay claims caused by failure to install safety-critical and/or security updates to **your** vehicle's software, or where computer or electronic components and systems have been modified or altered without the approval of the manufacturer ( e.g.self modification of in-vehicle system for functionality gains) or where software other than the software provided and/or approved by your manufacturer has been installed (e.g. downloading an app to supplement in-vehicle system), or where the vehicle is operated or driven not in accordance with the manufacturer's instructions.

The **Insurer** won't pay claims if your car is stolen or damaged because you didn't maintain the list of those able to access your vehicle through a digital key.



**OUR PROMISE:**

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**With our Comprehensive product, we'll cover medical expenses up to £200 if you or anyone in your car is injured in an accident.**

**(see page 24 for the policy terms & conditions)**

## General Conditions

You must comply with the following conditions to have the full protection of your **Policy**. If you don't comply with them, your **Insurer** may at their option cancel the **Policy** or refuse to deal with your claim or reduce the amount of any claim payment.

### Providing us with information

You must take reasonable care to ensure that the information which you gave us before this **Policy** started, during the course of the **Policy** or for the purposes of renewing the **Policy** (whether provided orally, electronically or in writing) is accurate and honest. You should make sure the information is accurate and honest by checking your **Statement of Fact**; if any information is incorrect or you are unsure, contact Sainsbury's Bank immediately.

If you have provided us with inaccurate information by deliberately, recklessly, or carelessly misrepresenting your position, which might have affected the **Insurer's** decision to provide insurance cover, the level of premium, or the terms of this **Policy**, before you took out the **Policy**, or before renewal then the **Insurer** may have the right to:

- apply terms to the **Policy** by **Endorsement**; or
- cancel the **Policy**; or
- void the **Policy**, which means that the **Insurer** will treat the **Policy** as if it had never existed.

The **Insurer** may have the right to:

- repudiate any claims; and/or
- recover any payments from you made on previous claims.
- refuse to pay a claim in full or in part.

If the **Policy** is cancelled by the **Insurer** or made void, the **Insurer** may have the right to:

- retain the premium; and/or
- allow a pro-rata refund of the premium; and/or
- refund the premium in full.

Your **Insurer** will withhold making a payment to you in respect of a claim where they are required to do so to ensure compliance with financial sanction requirements.

### Fraud

#### Claims fraud

If you or anyone representing you makes a claim or part of any claim that is fraudulent, false or exaggerated, the **Insurer** may:

- reject the claim or reduce the amount of payment made;
- cancel your **Policy** from the date of the fraudulent act and not return any payment paid;

- recover from you any costs incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act; and
- inform the police, other financial services organisations and anti-fraud databases, as set out under the Fraud prevention and anti-money laundering section of the Data Protection Notice.

### **Misrepresentation, Application Fraud & Financial Crime**

If you or anyone representing you:

- give us misleading or incorrect information to any of the questions asked when applying for or amending this insurance **Policy**;
- fail to let us know about changes to the details we have about you or your insurance subscription cover;
- deliberately mislead us to obtain cover, a cheaper premium or more favourable terms;
- send us false documents;
- make a fraudulent payment by bank account and/or card;

Sainsbury's Bank or the **Insurer** may:

- amend your details with the correct information, apply any relevant terms and conditions, collect any additional premium and update your monthly payment amount;
- not deal with a claim or reduce the amount of payment we make;
- cancel or avoid your insurance **Policy** (treat it as if it never existed), including all other insurance policies which you have with us.

Where fraud is identified, Sainsbury's Bank or the **Insurer** may:

- not return any premium paid by you;
- recover from you any costs you have caused us to pay;
- inform the police, other financial services organisations and anti-fraud databases, as set out under the Fraud prevention and anti-money laundering section of the Data Protection Notice.

### **Making claims**

- In the event of any claim under this **Policy**, you or any insured driver or your legal representative must phone our claims helpline with information as soon as is reasonably possible. The telephone numbers are shown on your **Policy Schedule**.
- You or any insured driver must immediately send to your **Insurer** or Sainsbury's Bank's appointed claims management company any writ, summons, letter, claim or other document, unanswered.
- You or any insured driver must immediately tell your **Insurer** or Sainsbury's Bank's appointed claims management company about any impending prosecution, inquest or fatal accident inquiry.
- You or any insured driver must not admit liability for or negotiate the settlement of any claim unless you have your **Insurer's** or Sainsbury's Bank's appointed claims management company's written permission.

- You or any insured driver must give your **Insurer** or Sainsbury's Bank's appointed claims management company all the information and help requested including any documentary evidence to substantiate your claim. All information provided must be true and correct to the best of your knowledge.

In the event of any claim under this **Policy**, your **Insurer** or the Sainsbury's Bank's appointed claims management company can, for their own benefit:

- take over and conduct the defence or settlement of any claim; and
- take legal action over any claim.
- has the right to inspect the vehicle to carry out a full forensic examination of its computer or electronic components and systems and any mobile device connected to it.

Your **Insurer** or Sainsbury's Bank's appointed claims management company will be entitled to conduct the defence or settlement of any claim and to instruct the solicitors of their choice to act for you in any proceedings. Your **Insurer** or the appointed claims management company will be entitled to admit liability, for the costs covered under this **Policy**, on behalf of you or any person claiming indemnity under the **Policy**.

#### Care of Your Car

You or any insured driver must take all reasonable steps to

- protect **Your Car** from loss or damage; and
- maintain **Your Car** in an efficient and roadworthy condition, including if required a valid MOT. Your **Insurer** may examine **Your Car** at any time.

#### Vehicle Software, Systems and Cyber Risks

It's your responsibility to take reasonable precautions. You must keep your vehicle's software up to date by installing any safety critical and/or security updates made available by your vehicle manufacturer. If you fail to do so or you modify, install or allow the installation of software other than the software provided and/or approved by your manufacturer, we may not be able to pay your claim.

You are responsible for monitoring those who can access your vehicle through a digital key and for removing a user when they no longer need access to the vehicle (e.g. a repair centre at the end of a repair).

If you have carried out all of your responsibilities set out above, we will provide cover in the event there is a Cyber Attack or a Cyber Incident.

#### Right of recovery

If your **Insurer** is required under law to pay a claim (including settling a claim on the basis on anticipation of such a liability) which they would not otherwise pay, they can recover the amount of the claim from you or the person responsible.

#### Other insurance

If any liability, loss or damage is covered by any other insurance, your **Insurer** will only pay their share of the claim. This condition does not apply to Section : Personal accident, which your **Insurer** will pay in full. The share to be paid by each **Insurer** will be determined either by agreement between each **Insurer** or by the appropriate court.



### Keeping to this Policy

Your **Insurer** will only provide the cover described in this **Policy** if:

- anyone claiming cover has kept to all its terms, conditions and **Endorsements**; and
- the information you gave on your **Statement of Fact** and declarations is correct and complete as far as you know.

### Car sharing

The receipt of financial contributions as part of a car sharing arrangement for social, domestic and pleasure and commuting as described in the **Certificate of Car Insurance**, in respect of the carriage of passengers, won't be regarded as the carriage of passengers for hire or reward (or the use of the car for hiring) provided that:

- the car isn't constructed or adapted to carry more than seven passengers (excluding the driver);
- the passengers are not being carried in the course of a business of carrying passengers;
- the total contributions received for the journey don't involve an element of profit.

### Victim of crime

The circumstances of any claim which arises as a result of you being a victim of crime must be reported to police as soon as practicable. You must fully cooperate with all police enquiries and any resulting prosecution of offenders.

### Cancellation

#### Your right to change your mind

##### 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 the cancellation request is received.

##### 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 the cancellation request is received. Please note that we will not refund any premium if you have made a claim or if one has been made against you during the **Period of insurance**. If you have made a claim, or one has been made against you, the balance of the year's premium will be payable.

#### Our right (your Insurer and/or Sainsbury's Bank) to cancel your Policy

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 we are unable to collect a premium payment from your nominated account or we are notified by your bank that the direct debit is cancelled or invalid or has been reclaimed through the direct debit indemnity scheme. We will contact you to request payment and /or new direct debit details within a specific timeframe. If payment and/or updated direct debit details aren't received within that specific timeframe, your Policy will be cancelled;
- you refusing to allow us or your **Insurer** reasonable access to **Your Car** in order to provide the services you have requested under this **Policy**, for example when you have a claim;
- where you are required in accordance with the terms of this **Policy** booklet to co-operate with us or your **Insurer**, or send us or your **Insurer** information or documentation and you fail to do so in a way that affects your **Insurer's** ability to process your **Policy**, a claim, or ability to defend their interests;
- if, by law or other reason, your **Insurer** is prevented from providing cover under this **Policy**;
- where changes to your information renders the risk unacceptable to the **Insurer**.

Your **Insurer** or we may also cancel this **Policy** and may not refund your premium if:

- you don't keep to the terms and conditions of this **Policy**;
- 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;
- you fail to co-operate with our or your **Insurer's** representatives, use threatening or abusive behaviour or language, or intimidation or bullying of our or your **Insurer's** staff or suppliers;
- we 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 we may keep any premium you have paid. We may also inform the police of the circumstances. If the fraud or suspected fraud is in respect of a claim under this **Policy**, your **Insurer** has the right to recover any payment already made in respect of this claim.

We won't refund any premium if you have made a claim or if one has been made against you during the **Period of insurance**. If you have made a claim, or one has been made against you, the balance of the year's premium will be payable.

### New business validation

Your **Insurer** has given a discount on your **Policy** dependent on the number of years' No Claims Discount you state you have. Proof of this No Claims Discount must be provided, when you are asked to do so, in writing from your last **Insurer** immediately prior to this **Policy** or your **Policy** may be subject to revised premium or terms, or your discount may become invalid.

Your No Claims Discount must have been earned in the UK within the previous two years on a private car **Policy**. It is also a condition of your **Policy** that you supply us with any information, such as copies of driving licences, a V5C vehicle registration certificate or recent utility bill that your **Insurer** may ask to see to support the information you have supplied on your **Policy** application.

This list is neither inclusive nor exhaustive of the information that your **Insurer** may request from you to support the details you supplied to obtain this **Policy**.

Failure to notify your **Insurer** of proof of No Claims Discount (if requested) or to take reasonable care to make sure that any information supplied is provided honestly, fully and correctly may result in a revised premium or terms, or your discount may be treated as if it never existed, or your claim being rejected or not fully paid.

### Keeping us informed

In addition to ensuring that the information you have provided us is accurate, you must tell us about any change in circumstances as this could affect your insurance cover. Examples of changes you should tell us about before they happen are:

- If you change or replace **Your Car**;
- Any changes to **Your Car**, including modifications;
- If you want to add a new driver to your **Policy**;
- Any problem to do with the health, which would be disclosable to the DVLA of any person who will drive **Your Car** which is likely to affect their ability to drive;
- A change in use of **Your Car**;
- If you want to increase the cover on **Your Car**.

You must tell us as soon as possible if any of the following details change:

- The address where you normally keep **Your Car**;
- If you, or anyone covered by your **Policy** change jobs, including part time;
- If you, or anyone covered by this **Policy** passes their UK driving test or have had any changes made to the status of their driving licence.

If anyone covered by this **Policy** is involved in a motoring accident or insurance claim, or if they receive a motoring conviction or fixed penalty. Any change during the **Period of insurance** may result in an additional or return premium and may be subject to an administration fee.

Failure to notify any required changes and to take reasonable care to make sure that any information supplied is provided honestly, fully and correctly may result in your **Policy** being cancelled or treated as if it never existed, or in your claim being rejected or not fully paid.

### Renewing your Policy

As part of our commitment to you, we will notify you in good time before the end of your **Policy** term that your renewal is due.

We will also review our car insurance products on a regular basis so we can continue to deliver value for money and ensure the best quality. This may from time to time involve changing one of the **Insurers** or the terms and conditions of your cover on renewal. You agree that we may change an **Insurer** on renewal without seeking your permission to do so.

Before we renew your **Policy**, we may review your past claims history. As a result of this review, we may not offer you the same type or level of cover at renewal.



## OUR PROMISE:

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**If your car is involved in an accident, damaged by fire or stolen, we'll cover the cost of replacing a child car seat, even if it's not damaged.**

(see page 25 for the policy terms & conditions)

## Automatic Renewal

If we offer to renew your **Policy** automatically, you give us permission to do so on the basis of the renewal premium and **Policy** conditions, details of which we will send you before the renewal date.

Before we renew your **Policy**, we may review your past claims history. As a result of this review, we may not offer you the same type of cover at renewal.

In a small number of cases, we won't automatically renew your **Policy**. We will tell you on your notice of renewal if this is the case. Some of the reasons why we may not automatically renew your **Policy** include:

- you have previously told us you don't want to automatically renew your **Policy**;
- our panel of **Insurers** are unable to provide you cover for another year;
- you have 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 us on **0345 266 1620** or you can opt-out of automatic renewal online via your portal.

## Data Protection Notice

Please make sure that you read this notice carefully, as it contains important information about how Sainsbury's Bank plc or the **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 will 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 our dealings with you we or the **Insurer** 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;
- disclose some of your information and that of others named on the **Policy** to other **Insurers**, the claims underwriting exchange (CUE), the motor insurance anti fraud and theft register (MIAFTR), **Third Party** underwriters, reinsurers, credit reference, fraud prevention, regulators and law enforcement agencies and other companies that provide service to us or you.

Your **Policy** will be added to the Motor Insurance Database (MID) managed by the Motor **Insurers'** Bureau (MIB). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- Electronic Licensing (Tax Discs);
- Continuous Insurance Enforcement;
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders);
- The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), **Insurers** and/or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It's vital that the MID holds your correct registration number. It's the **Insurer's** responsibility to update your **Policy** to the MID. The **Insurer** fully complies with the agreements in place with the MIB to update your details within seven days; however, it is important that you check your **Policy** documents ensuring that the registration number is recorded correctly. If it is incorrectly shown on the MID you are at risk of having **Your Car** seized by the police. You can check that your correct registration number is shown on the MID at **[www.askMID.com](http://www.askMID.com)**

If the registration number isn't shown correctly on your **Policy** documents, or you can't find **Your Car** on the MID, please contact us immediately.

Regarding our or your **Insurer's** use of your data, we or your **Insurer** may:

- use the information we hold in our system about you and that of others named on the **Policy** (for example, joint policyholders);
- share the information with agencies that carry out certain activities on our 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 agencies, fraud prevention, regulators and law enforcement agencies and other companies that provide service to us or you.

We don't 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.
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### Transferring your information

Sometimes we or the **Insurer** may require services from suppliers that are located worldwide and your information will be shared with them for the purposes of providing that service. 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 will 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 use data which you provide to us or our agents (directly or via Nectar Card participation, or in relation to other Sainsbury's Bank products you hold) to allow us to offer relevant products to you, at a better price where appropriate.

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.

If you e-mail us, or give us your e-mail address, we will keep a record of it. Sainsbury's Bank plc and other parts of the J Sainsbury plc group of companies, including Sainsbury's Supermarkets Limited and Sainsbury's energy services, may use it to keep their records up to date, administer any relationship you have with them and contact you occasionally about other products and services which may interest you, unless you ask us not to do so. We will not give your e-mail address to any unauthorised third parties. With your permission, we may also send you text messages containing administrative information about your relationship with us. You can ask us to stop sending these messages at any time.



### **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 will 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.

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### Credit reference agencies

We and the **Insurer** carry out a consumer search when any application for insurance is submitted to evaluate insurance risks.

As a responsible lender we are committed to ensuring that our customers can afford the products that we offer. To do this we complete an affordability assessment, which includes a credit search that will leave a record on your credit file.

When we provide a quote, we do a 'soft search' of your credit report. This gives us a snapshot of your key information without affecting your credit score or leaving a credit footprint for other lenders to see.

If you decide to purchase your insurance, and apply for credit through paying by our insurance premium finance instalment facilities, we will give details of your account and how you conduct it to our credit reference agency. This will leave a record on your credit file converting the 'soft search' in to what is known as a 'hard search', meaning it will be visible to other lenders and could affect you if you apply for credit in future.

If you make a change to your **Policy** during the term of insurance, which results in a substantial increase to the loan amount, an additional affordability assessment will be carried out after we receive your application. The affordability assessment includes a credit search that will leave a record on your credit file.

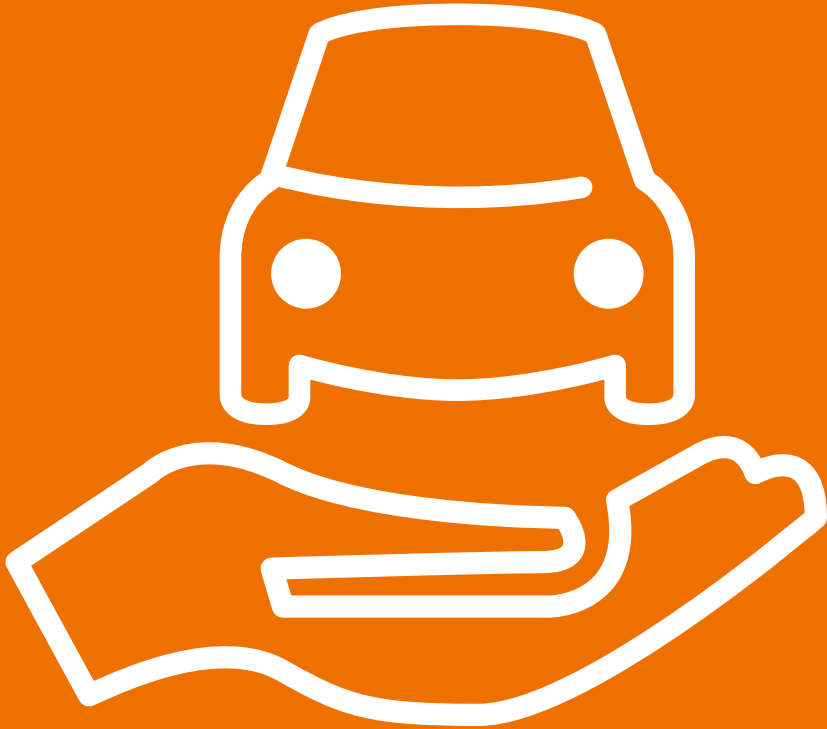
Please be aware: if this additional affordability check is unsuccessful then we will ask you to find an alternative way to pay for the premium rather than through instalments and if you are unable to do this, you may have your **Policy** withdrawn.

If you borrow and do not repay in full and on time, we may cancel your insurance and your insurance finance. We will inform our credit reference agency who will record the cancellation of the credit agreement.

### 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](http://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.



**OUR PROMISE:**

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**We'll provide you with a small hatchback courtesy car while your car is being repaired.**

(see page 9 for the policy terms & conditions)

## How to make a complaint

Please note, this section relates to your core car insurance **Policy** and not any add-on products. For complaints relating to add-on products, please refer to the relevant section of the Car Insurance Additional Products booklet. For complaints about claims, please contact your **Insurer** handling your claim. You will find details of your **Insurer** on your **Policy Schedule**.

If you are not satisfied with the service we have provided, please tell us so that we can do our best to resolve the problem. You can contact us in the following ways:

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

Or you can address a letter to:

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

Our colleagues will attempt to resolve your complaint immediately. If this is not possible, we promise to acknowledge your complaint within five business days of its receipt. In the unlikely event that your complaint has not been resolved within four weeks of its receipt, we will write and let you know the reasons why and what further action we will take.

If we cannot resolve your complaint, we will issue a final response letter. Upon its receipt, you may refer your complaint to the Financial Ombudsman Service which, once contacted, will liaise with us on your behalf. The ombudsman will then inform you directly of its decision.

For further details, please see the ombudsman website at:  
**[www.financial-ombudsman.org.uk](http://www.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](mailto:complaint.info@financial-ombudsman.org.uk)**
- Call: **0800 023 4567** or **0300 123 9123**
- Visit the Financial Ombudsman Service website:  
**[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

If for any reason your complaint falls outside the jurisdiction of the Financial Ombudsman Service then we will still respond to your complaint, but if we can't sort out the differences between us, you will not be able to refer the matter to the Financial Ombudsman.

### **Financial Services Compensation Scheme**

The **Insurers** are covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the scheme if the **Insurers** can't meet their obligations. Further information is available from the FSCS website: **[www.fscs.org.uk](http://www.fscs.org.uk)** or by calling: **0800 678 1100**.

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# Getting in touch

## Got a question?

**Customer Care Line**

**0345 266 1670**

**Claims Line**

**0344 600 9021**

To make a claim you can talk to us 24 hours a day, 365 days a year.

For all other questions we're open:

Monday to Friday 9am-5:30pm, Saturday and Sunday closed.

## Online Servicing

View all of your policy documents and make changes to your policy by registering or logging in at **sainsburysbank.co.uk**.

## Special requirements

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

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

Telephone calls to numbers starting 03 are charged at local rates from landlines and mobiles. All calls may be recorded for security purposes and monitored for quality control procedures.

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 and the Prudential Regulation Authority (Register no. 184514). Sainsbury's Supermarkets Ltd is an appointed representative of Sainsbury's Bank plc.

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