

Short Term European Breakdown Cover

Policy Booklet

Sainsbury's Bank

Welcome to Sainsbury's Short Term European Breakdown Cover

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

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

UK emergency breakdown:
0800 210 0251 or 01943 846 709

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

Sainsbury's Tracker traffic and travel
(call from your mobile, max call cost
60p per minute): **60010**

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A summary of your cover

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Please read this document carefully. This is a summary of your cover and does not form part of the contract between us. Full details of your cover can be found within this booklet starting on page 8 and ending on page 36 and should be read in conjunction with the breakdown cover schedule.

Features of your Sainsbury's Short Term European Breakdown Cover

The cover you have purchased is underwritten by U K Insurance Limited and will run for the period shown on the breakdown cover schedule. Please read the policy booklet carefully to ensure that the level of cover selected meets your needs.

- European cover for vehicles up to 11 years old (16 years if the appropriate additional premium is paid)
- Cover 7 days prior to departure
- Roadside assistance and recovery
- Use of a hire car or overnight accommodation
- Returning you and your car to your home address
- Providing an alternative driver if you fall ill

- Delivery of replacement parts
- Legal defence expenses.

Significant features, exclusions and limitations of your Sainsbury's Short Term European Breakdown Cover:

- Our breakdown service is provided by Green Flag and underwritten by U K Insurance Limited (both part of the same company)
- We will relay telephone messages to your family members, friends or business associates to advise of unforeseen travel delays following a breakdown
- We may choose to repair the vehicle (at your cost) following a breakdown, rather than arranging for it to be recovered
- European cover is only available for vehicles less than 11 years old (16 years if the appropriate additional premium is paid)
- European cover includes cover prior to departure (7 days immediately preceding your arranged departure date), Legal defence and break in cover for immediate emergency repairs

- If your vehicle is in a position where it cannot be worked on or towed, the wheels have been removed or specialist equipment is required for its recovery, we can arrange to rectify this but you will be responsible for any costs involved
- We can repair/recover your vehicle after a road traffic accident but you will be responsible for any costs involved. You may be able to recover these from your car insurer
- The cost of draining or removing contaminated fuel will not be covered.

Your right to cancel

If this cover does not meet your requirements, please return all your documents within 14 days of receipt. We will return any premium paid in full provided you have not begun your trip or made a claim during that time.

How to notify us of a breakdown

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

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

How to complain

Should there ever be an occasion where you need to complain, simply give us a call. If you have a complaint relating to the provision of service, please call us on **0800 210 0251**. For all other complaints please call us on **0800 210 0247**.

If you wish to write, then please address your letter to Customer Relations Department, Sainsbury's European Breakdown Cover, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service (FOS).

You can download their complaint form and find more info at **financial-ombudsman.org.uk**.

You can also telephone them on **0300 123 9123** or **0800 023 4567**.

You can write to the Ombudsman, too. Their address is:
The Financial Ombudsman Service
Exchange Tower
London E14 9SR.

Details about our regulator

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

Financial Service Compensation Scheme

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme **www.fscs.org.uk**

Emergency UK breakdown numbers: 0800 210 0251 or 01943 846 709.

European breakdown number: +44 (0) 1943 846 600.

Your policy

These are the terms and conditions of your Sainsbury's Short Term European Breakdown Cover.

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

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

You must take care to provide us with accurate information which is correct to the best of your knowledge. Failure to provide correct information or inform us of any changes could adversely affect your policy, including invalidating your policy or causing claims to be rejected or not fully paid.

In return for payment of the premium, we will provide cover for the sections listed in the breakdown cover schedule in accordance with the terms and conditions set out in this booklet.

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

Under European law, we can agree which law applies to this contract and how we communicate with you. English Law will apply unless both parties agree otherwise. We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

Policy definitions

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

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

Breakdown cover terms and conditions or terms and conditions

- this booklet and the breakdown cover schedule which together form the contract between **you** and **us**.

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

Court – court, tribunal or other suitable authority.

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

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

Geographical limits – the following countries: Andorra, Austria, Balearics,

Belgium, Bulgaria, Canary Isles, Channel Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Great Britain, Greece, Hungary, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Northern Ireland, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe plus Üsküdar.

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

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

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

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

Policyholder – the person named on the breakdown cover schedule.

Solicitor – any suitably qualified person appointed to represent **you** under Section 11.

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

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

Vehicle – any vehicle **we** have agreed to cover and which is shown on the breakdown cover schedule provided it:

- is either a car, light van, motorised caravan, estate car, motorcycle or 4x4 off-road vehicle, privately registered in the **United Kingdom** and is less than 11 years of age or less than 16 years of age if you have paid the additional premium;

- carries no more than the number of persons recommended by the manufacturer (and for whom seats are provided) with a maximum of 9 persons including the driver;
- does not exceed (including any load carried) the following gross vehicle weight: 3.5 tonnes and external dimensions: 7 metres in length (excluding coupling device and tow bar), 3 metres in height and 2.55 metres in width;
- is serviced, maintained and operated as recommended by the manufacturer and holds a current valid MOT certificate if applicable.

Your caravan or trailer will be covered if the appropriate extra premium has been paid, provided it is of standard make, is fitted with a standard 50mm tow ball, falls within the size and weight restrictions above and is being towed by the insured vehicle at the time of the **incident**. The weight of the caravan or trailer when loaded must not be more than the kerb weight of the vehicle towing it.

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

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

Important information about driving in Europe

Mobile phones

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

Vehicle registration document/V5

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

Driving licence

Car hire companies will want to see **your** original driving licence. If **you** hold a photocard licence **you** will need to take the paper counterpart as well. In some countries **you** will need to take an international driving permit as well as **your** driving licence. This is not required in EU member states.

Credit card

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

European motorways and autoroutes

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

Section 1

Cover prior to departure

What is covered

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

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

Please remember

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

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

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

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

What is not covered

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

Section 2

Roadside assistance

What is covered

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

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

Please remember

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

What is not covered

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

Section 3

Replacement parts

What is covered

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

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

Please remember

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

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

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

What is not covered

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

Section 4

Break in

What is covered

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

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

Please remember

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

What is not covered

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

Section 5

Vehicle out of use

What is covered

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

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

Please remember

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

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

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

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

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

What is not covered

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

Section 6

Camping trips

What is covered

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

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

What is not covered

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

Section 7

Alternative driver

What is covered

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

Please remember

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

Section 8

Repatriation

What is covered

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

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

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

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

Please remember

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

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

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

What is not covered

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

Section 9

Customs regulations

What is covered

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

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

What is not covered

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

Section 10

Missed motorail connection

What is covered

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

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

we will arrange and pay for:

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

Please remember

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

What is not covered

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

Section 11

Legal defence

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

How to make a claim for legal expenses:

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

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

Legal helpline – 0800 206 1951

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

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

Cover provided

We will pay:

a) Motoring prosecution defence

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

b) Court attendance expenses

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

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

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

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

General exclusions which apply to Section 11

See also general exclusions which apply to the whole policy.

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

- prosecutions resulting from drink or drug related offences;
- **you** driving a motor **vehicle** for which **you** do not have valid car insurance;
- parking or obstruction offences;
- **costs** that relate to a period before **we** have accepted **your** claim;
- fines, penalties, compensation or damages which **you** are ordered to pay by a **court**;

- a dispute with **us** about this section of the **policy**, other than as shown in condition 5 on page 25.

Conditions which apply to Section 11

See also general conditions which apply to the whole policy.

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

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

1. What you must do

- Send **us** full details of **your** claim in writing and in any event no later than 90 days after the date **you** knew about or should have known about the **incident** giving rise to the claim. **You** must send **us** a copy of **your** summons within 7 days of receiving it.
- Send **us** any other information that **we** ask for (**you** must pay any costs involved in providing this information).
- If **we** ask, **you** must tell the **solicitor** to give **us** any documents, information or advice that they have or know about.

- Fully co-operate with the **solicitor** and **us**, and not take any action that has not been agreed by **your solicitor** or by **us**.
- Keep **us** up to date with the progress of **your** claim.
- Tell **us** if the **solicitor** refuses to continue to act for **you** or if **you** withdraw **your** instructions.
- Tell **your solicitor** to claim back all **costs** that **you** are entitled to and pay to **us** all **costs** that **we** have paid.

2. Appointing a solicitor

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

- If a **solicitor** refuses to continue acting for **you** with good reason, or if **you** dismiss them without good reason, **your** cover will end immediately unless **we** agree to appoint another **solicitor**.

3. What you must tell your solicitor to do

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

4. What we can do

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

5. Disputes

You may refer any disagreement between **you** and **us** to the financial ombudsman service, which is a service offered to **you** free of charge. (See page 36 for details of **our** complaints procedure).

You also have the right to refer any disagreement between **you** and **us** to arbitration (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor, barrister or other suitably qualified person that **you** and **we** agree on. If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) for that part of the **geographical limits** whose law governs this section of the policy.

We and **you** must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

General conditions 3 and 15 on pages 26, 27 and 28 do not apply to Legal defence.

General conditions

This part describes certain responsibilities and procedures.

1. You must:

- Take all ordinary and reasonable precautions to prevent loss, damage to or breakdown of the **vehicle**.
- Take all steps necessary to expedite the completion of repairs.
- Not hand over the **vehicle** or any of its parts to **us** without **our** authorisation.
- Contact **us** without delay when an **incident** arises that may result in a claim.
- Wait with the **vehicle**, or in a safe place close to the **vehicle**, until the repair or recovery vehicle arrives, unless **you** have made other arrangements with **us**.

2. We will provide the services described in this policy on condition that **you** and all **passengers** observe the respective licence conditions and all the **terms and conditions** laid down in this booklet. The services cannot be used for routine servicing or the rectification of failed repairs, or as a way of avoiding costs.

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

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

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

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

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

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

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

6. The cover may be cancelled:

- By **us** in the event of non-payment of the premium.
- If the policy does not meet **your** requirements please return all **your** documents to the address shown on the schedule within 14 days of receipt. **We** will return any premium paid in full provided **you** have not begun **your trip** or made a claim during that time.
- No refund is available if the policy is cancelled after the 14 day cooling off period.

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

8. Any garage used in connection with an **incident** is deemed to be **your** agent. **We** will not accept responsibility for any damage or loss resulting from the garage's acts or omissions. No warranty is given by

us that such garage is competent to repair the **vehicle** or can do so immediately. **You** must give direct instructions to the garage and pay for any repairs.

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

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

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

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

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

14. Onward transportation of any animal in **your vehicle** is at **our** discretion. **We** will not be liable for injury or death of the animal.
15. Following an **incident** attended by the police or other emergency service, transportation of the **vehicle** will not take place until they have authorised its removal.
16. After any repairs have been completed following recovery of the **vehicle**, it is **your** responsibility to arrange and pay for collection of the **vehicle**.
17. **We** can arrange to recover **you** following a road traffic accident but **you** will be responsible for any costs involved. However, **you** may be able to recover these under **your** car insurance.
18. **We** will not be liable for any delay or failure in performance of **our** obligations under this agreement if that delay or failure is due to any cause outside of **our** reasonable control.
19. This contract is between **you** and **us**. Nobody else has any rights they can enforce under this contract except those they have by law.
20. If **we** arrange for temporary roadside repairs, **you** must arrange for any permanent repairs that may be necessary as soon as possible. If **you** do not and the same problem happens again, **we** may refuse service.
21. If **we** must make a payment because the laws of any country require **us** to do so, **we** may recover from **you**, or the person who is liable any payment that is not covered by this policy.

General exclusions

Cover shall not apply in respect of:

1. **Vehicles** which have not been maintained and operated in accordance with the manufacturer's recommendations.
2. **Vehicles** that have broken down or are unroadworthy when cover is taken out or are not fit to drive at the start of the journey.
3. **Vehicles** used for the carriage of goods or **passengers** for reward.
4. **Vehicles** temporarily immobilised by floods or snow-affected roads or as a result of whole or partial immersion in water, snow, sand or mud.
5. **Vehicles** parked off the public road, which are immobile due to the nature of the surface on which they stand, for example sand, mud, gravel, turf or grass.
6. **Vehicles** used for and/or involved in motor racing, off road use (away from public roads and over rough terrain), rallies, track days, speed or duration tests or practising for such events.
7. **Vehicles** situated in areas to which **our** agents have no right of access or on motor traders' premises.
8. Any wilful act of **you** or any **passenger**.
9. Loss of, damage to or loss of use of contents of the **vehicle**.
10. Any claim resulting from difficulties or inability in obtaining raw materials, fuel or other supplies, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), terrorist activity, civil war, rebellion, revolution, insurrection, military or usurped power or taking part in civil commotion or riot of any kind.
11. Loss or destruction of or damage to the **vehicle** or any loss or expense whatsoever resulting from:
 - Ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
12. The cost of draining or removing contaminated fuel (**we** will arrange for the **vehicle** to be taken to a local repairer for assistance, but **you** will have to pay for all work carried out).

13. Losses that are not directly associated with the **incident** that caused **you** to claim. For example, loss of earnings due to being unable to return to work following an **incident**, or losses arising from a delay in providing the service to which this cover relates.
14. Any expenses which would have been incurred in the normal course of the journey.
15. Any costs or storage charges incurred if, following the **incident**, **you** elect to have the **vehicle** towed to a repairer.
16. Any costs incurred without **our** prior knowledge or consent.
17. The cost of fuel, all spare parts and any costs once the **vehicle** has been taken to a garage or repairer.
18. Damage or costs as a result of breaking into the **vehicle** because **your** keys have been lost or stolen.
19. The cost of getting a spare wheel or for roadside repairs if **you** cannot provide a suitable spare wheel.
20. Recovery of any **vehicle** that would be dangerous or illegal to load or transport (including **vehicles** that don't have a current, valid Road Fund Licence).
21. Loss of or damage to the **vehicle** while it is being transported by sea or rail (unless the loss or damage is caused by **our** negligence).



Sainsbury's Short Term European Breakdown Cover Privacy Notice

Both Sainsbury's and U K Insurance Limited are aware of the trust you place in us when you buy one of our products and our responsibility to protect your information.

In this notice 'we' 'us' and 'our' refers to U K Insurance Limited unless otherwise stated and describes who we are, why we need to collect your information and how we will use it.

We will tell you who we share your information with and how we use it to improve the service we provide to our customers.

Why we need your information

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. Your information comprises of all the details we hold about you and your transactions and includes information we obtain about you from third parties. We will only collect the information we need so that we can provide you with the service you expect from us.

How we will use your information and who we will share it with

Sainsbury's Short Term European Breakdown Cover is underwritten by U K Insurance Limited (UKI). When

you give us your information, it will be shared with Sainsbury's Bank plc. We will do that in order to provide you with the best possible products and service experience.

During the course of our dealings with you we may need to use your information to:

- Assess financial and insurance risks,
- Prevent and detect crime including anti money laundering and financial sanctions,
- To comply with our legal and regulatory obligations,
- Develop our products, services, systems,
- Record your preferences in respect of products and services,
- Recover any debt or if you have any outstanding debt from previous dealings with us we will only offer you a policy upon settlement of the full outstanding amount,
- Review our records for signs of any previous fraudulent activity which may affect our ability to offer you cover.

In carrying out the actions above we may:

- Use the information we hold in our system about you and that of others named on the policy, for example named drivers,

- Share the information with agencies that carry out certain activities on our behalf, for example those who help us underwrite your policy,
- Use and share your information with our approved suppliers where this is reasonably required to help deal with your claim or let you benefit from our replacement vehicle and policyholder services, including with our credit hire providers, replacement vehicle suppliers, vehicle repairers and legal advisors,
- Disclose some of your information and that of others named on the policy to other insurers, third party underwriters, reinsurers, credit reference, fraud prevention, regulators and law enforcement agencies and other companies that provide service to us or you.

We do not disclose your information to anyone except where:

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

Where we transfer your information

From time to time we may require services from suppliers that are based

worldwide and your information will be shared with them for the purposes of providing that service. Where we engage these suppliers we require that they apply the same levels of protection, security and confidentiality we apply. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Sensitive Information

Some of the personal information we ask you for may be sensitive personal information, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents.

Dealing with other people

It is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. Please tell us who they are when you take out your policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. 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.

Keeping you informed

Sainsbury's Bank plc will share your details (other than financial information) with Sainsbury's Supermarkets Limited for market research and statistical analysis. Unless you have opted out of this service you may be contacted by mail, telephone, email, SMS or otherwise about other products and services that may be of interest to you.

From time to time we may need to change the way we use your information. Where we believe you may not reasonably expect such a change we will write to you. When we do so, you will have 60 days to object to the change but if we do not hear from you within that time you consent to that change.

Fraud Prevention and Anti-Money Laundering

Please take time to read the following as it contains important information relating to the details you have given or should give to us. You should show this notice to anyone whose data has been supplied to us in connection with your policy.

To prevent and detect fraud we may at any time:

Share information with other organisations and public bodies including the police although we only do so in compliance with the Data Protection Act 1998

Check and/or file details with fraud prevention agencies and databases and if we are given false or inaccurate information and we identify fraud, we will record this. We and other organisations may also use and search these agencies and databases from the UK and other countries to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household,
- Trace debtors or beneficiaries, recover debt, prevent fraud, and to manage your accounts or insurance policies,
- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity.

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 applications for, and managing credit and other facilities and recovering debt,
- Checking insurance proposals and claims,
- Checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact: **Data Protection Officer** at, UKI, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. The agencies may charge a fee.

Financial Sanctions

We will use information about you and that of others named on policy to ensure compliance with financial sanctions in effect in the UK 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 policy may be shared with

HM Treasury and other international regulators where appropriate. You may also be contacted in order to provide further details in order to ensure compliance with Financial Sanctions requirements.

Credit Reference Agencies

We carry out a consumer search when any application for insurance is submitted to evaluate insurance risks. This is done only using the data that is publicly accessible on your credit file (i.e. bankruptcy, CCJ and electoral roll information). Information about access to the public part of your credit file is automatically deleted after 12 months and in no way affects your ability to obtain credit.

You will have been asked to agree to this when you first contacted us but please ensure that you only provide us with sensitive information about other people with their consent.

Access to your information

You have the right to see the information we hold about you. This is called Subject Access Request. If you would like a copy of your information, please write to:

Data Access Team at, UKI, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. A fee may be payable.

Important information

How to notify us of a breakdown

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

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

Your right to cancel

If this cover does not meet your requirements, please return all your documents to the address shown on the schedule within 14 days of receipt. We will return any premium paid in full provided you have not begun your trip or made a claim during that time.

How to complain

Should there ever be an occasion where you need to complain, simply give us a call. If you have a complaint relating to the provision of service, please call us on **0800 210 0251**. For all other complaints please call us on **0800 210 0247**.

If you wish to write, then please address your letter to Customer Relations Department, Sainsbury's European Breakdown Cover, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service (FOS).

The address is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR, telephone **0300 123 9123** or **0800 023 4567**.

Details about our regulator

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

Financial Service Compensation Scheme

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, Insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request or by visiting the Financial Services Compensation Scheme **www.fscs.org.uk**

Vehicle locating via mobile signal

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

Statement of Needs

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

How to contact us

Emergency breakdown numbers (UK):

0800 210 0251 or 01943 846 709

Emergency breakdown number (Europe):

+44 (0)1943 846 600

Changing your Cover

0800 210 0247

24-hour accident recovery

0800 210 0250

Sainsbury's Car Insurance

0800 210 0247

24-hour legal helpline

0800 206 1951

Traffic news

60010

(calls cost 60p a minute)

We will also be happy to send you any of our brochures, letters or statements in Braille, large print or audio, upon request.

Correspondence Address: Sainsbury's Short Term European Breakdown cover, PO Box 3155, Bristol BS1 9GU.

Sainsbury's Short Term European Breakdown cover is underwritten by U K Insurance Limited. Registered office: The Wharf, Neville Street, Leeds LS1 4AZ.

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