

# Motor claims assistance

When things don't go to plan, we go to work.



[www.saffroninsurance.co.uk](http://www.saffroninsurance.co.uk)

**Saffron**  
Insurance 

Commercial Insurance  
Personal Insurance  
Protection Insurance  
Claims Management

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# Motor claims assistance

In the event of a claim, experienced specialists are on hand to ensure that your claim is dealt with efficiently and effectively in order to minimise disruption to you. If you have an emergency our helpdesk is available 24 hours a day 365 days a year.

## **Benefits of your Motor claims assistance:**

- We will report the incident to the insurer when they allow us to, if they don't you do have an obligation to advise them yourself. Please refer to your policy booklet for further terms
- Emergency recovery
- Guaranteed replacement vehicle following a theft or total loss
- Misfuel Drainage Service
- Assistance with windscreen claims

Enclosed in this document are the Terms and Conditions of your membership, please take time to read this document to make sure you understand the service offered.

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# Section 1: Saffron Legal Services Membership

## Legal Services Summary

This is a summary of Legal Services Care provided by us and is important information that you should read. Full conditions are explained in the Terms and Conditions. If you have any problems reading this notice you can always call our customer services on **0844 412 2416** (calls may be recorded and/or monitored).

## Legal Services

The **driver** and their passengers subject to an After the Event insurance policy against the **legal costs** of **legal proceedings** incurred in connection with the pursuit of a **legal claim** for **uninsured losses** sustained within the **territory** during the membership period following a **road traffic accident**. We will cover their costs up to £100,000 per **legal claim**.

Significant features and benefits	Significant and unusual exclusions or limitations
We will cover the member or driver and their passengers against the legal costs of legal proceedings incurred in connection with the pursuit of a legal claim for uninsured losses sustained within the territory during the membership period following a road traffic accident.	Up to a maximum of £100,000 per legal claim if our legal claims handler appoints a legal representative. We will not provide uninsured loss recovery if in our opinion, there is not a 51% or greater chance of success. Cover may be refused or discontinued if such prospects do not, or no longer, exist. We will not provide cover for appeals.

## What is covered

We will cover the policyholder or **driver** and their passengers against the **legal costs** of **legal proceedings** incurred in connection with the pursuit of a **legal claim** for **uninsured losses** sustained within the **territory**.

Our **claims handler** will negotiate to recover the policyholder or **driver's** and their passengers' **uninsured losses** in the event of a **legal claim** which, in our **claims handler's** opinion, has a greater than 51% chance of success following a **road traffic accident**.

If our **claims handler** appoints a **legal representative**, We will cover their costs up to £100,000 per **legal claim**.

## What is not covered

1. We will not cover the **policy excess** where the **legal claim** is for personal injury.
2. We will not provide **uninsured loss** recovery if in our opinion, there is not a 51% or greater chance of success. Cover may be refused or discontinued if such prospects do not, or no longer, exist.
3. We will not provide cover for appeals.
4. We will not cover **legal costs**:
  - a. incurred before our **claims handler** has confirmed acceptance of the **legal claim** in writing;
  - b. where, but for the existence of your Saffron Legal Services provision, you are entitled to indemnity under any other policy;

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# Call our claims team on 0844 412 2416

- c. exceeding any amount approved by us or our **claims handler** or in any event above the limits of cover set out in this notice;
- d. for **legal claims** directly or indirectly, caused by, contributed to or arising from:
  - i. faults in the **vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **vehicle**; or
  - ii. a **road traffic accident** occurring during a race, rally or competition;
  - iii. incurred following a payment into court or offer to settle by a third party unless we or our **claims handler** has authorised you and/or your passengers in writing to continue with the **legal claim** after the payment into court or offer to settle or you and/or your passengers are ultimately awarded or settle for more than the amount of the payment in or offer to settle;
  - iv. incurred if you and/or your passengers withdraw instructions from the **legal representative** or from the **legal proceedings** without our **claims handler's** prior consent, unless our **claims handler's** consent is withheld without good reason. This is not intended to restrict your and/or your passengers right to choose a legal representative in the event of a conflict of interest, or where it becomes necessary to issue court proceedings;
  - v. for any expert witness unless previously agreed by our **claims handler**;
  - vi. where you and/or your passengers are responsible for any delay which is prejudicial to the **legal claim** or where you and/or your passengers fail to give proper instructions in due time to our **claims handler** or the **legal representative**;
  - vii. where you and/or your passengers have pursued a **legal claim** without our **claims handler's** consent or in a different manner from that advised by the **legal representative**; or
  - viii. for you and/or your passengers to obtain a second opinion if you and/or your passengers do not agree with the decision of the **claims handler** or us that your and/or your passengers **legal claim** is not covered under this notice.

## Telephone Motoring Legal Helpline

We will provide the following helpline services which are open 24 hours a day, seven days a week all year round. You can contact us on **0844 412 2416**.

**Policyholders** and **drivers** have access to a telephone legal helpline which will provide you with initial legal advice in relation to the use of a **vehicle** within the **territory**. Where possible we will advise what your legal rights are, which options are available to you and how best to implement them and/or whether you need to consult with a lawyer.

We are unable to provide any legal advice in relation to any business or commercial matter or any additional legal advice where, in our opinion, we have given you the options available to you.

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# Section 1: Road Traffic Accident Assistance

## Road Traffic Accident Assistance

0844 4122416

### Post Accident Assistance

If a policyholder or **driver** notifies our **claims handler** of a **road traffic accident** within the **territory**, our **claims handler** will record all of the relevant information about the **road traffic accident** provided by the member or **driver** and provide a copy of such record to the policyholder or **driver**, if requested. In addition, with the permission of the insurer of the member or **driver's** motor insurance policy that will or may provide insurance cover for the **road traffic accident**, our **claims handler** can report details of your **road traffic accident** to them and ask them to contact the policyholder or driver at a convenient time to discuss the insurance claim. Our **claims handler** can also assist you in determining whether the **vehicle** can be driven following the **road traffic accident** through asking the member or **driver** a series of questions.

## Replacement Vehicle Assistance

If a member or **driver** is involved in a **road traffic accident** within the **territory**, our **claims handler** will assist you in hiring a replacement vehicle for the period that the **vehicle** is immobilised as a result of and/or whilst it is being repaired following the **road traffic accident** if:

1. you complete a hire and credit agreement with the hire car company;
2. you comply with the Terms and Conditions of the hire car company selected by us, which may include geographical restrictions;
3. you confirm that there is not a courtesy car benefit included within your motor insurance policy as a result of the **road traffic accident** in question;
4. a third party driver is responsible for the **road traffic accident** and their insurers do not dispute that the third party is responsible for the **road traffic accident**; and
5. you provide us with the name, address, vehicle registration, insurance company name and policy number of the responsible third party driver:

We or our **claims handler** cannot guarantee that the hire car company will be able to provide any particular make or model of replacement car and the make and model of the replacement vehicle may vary from the make and model of the **vehicle**.

We or our **claims handler** will not pay any costs relating to the hire car except where outlined in section 2 of this document.

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# Section 1: Complaints

Call our claims team  
on 0844 412 2416

## Complaints

We and our **claims handler** are committed to providing you with the highest standard of service and customer care. We and our **claims handler** realise, however, there may be occasions when you feel you did not receive the standard of service you expected. If you would like to complain about any aspect of the service we or our **claims handler** have provided to you under the membership please contact us as set out below.

Please bring the complaint to our attention as soon as you can as this will assist us and you to resolve the complaint as quickly as possible.

If you are dissatisfied with any aspect of our service:

- Call us on:  
0844 4122416
- Email:  
claims@saffroninsurance.co.uk
- Write to:  
Mr D Beswick (Managing Director),  
Saffron House, 67 High Street, Saffron  
Walden, Essex, CB10 1AA

If you contact us in writing or by email please provide your full name, contact telephone number, membership number and, where applicable, the **vehicle** registration number. Please be prepared to provide the same information if you call us. Using this complaints procedure will not affect your legal rights.

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# Section 1: Definitions

## Your Terms and Conditions

Certain words in this notice have special meanings. These words and their meanings are listed below and apply wherever they are in bold type.

**“driver”** - means any driver of a **vehicle** under a **vehicle based membership**;

**“household”** - means any person who lives permanently at the **home** and any student or member of the armed forces who normally lives permanently at the **home** but is temporarily living away from the **home**;

**“claims handler”** - means Saffron Accident Helpline, operated by Action 365 Ltd, authorised and regulated by the Claims Management Regulator, or a representative of Saffron Accident Helpline;

**“legal claim”** - means an incident which **our claims handlers** or our appointed **legal representative** accept as falling within the terms of this notice which, in our reasonable opinion, is the first incident that could lead to a legal claim being made;

**“legal costs”** - means the reasonable, proportionate and properly incurred fees, expenses, costs and disbursements incurred by or on behalf of you and/or your passengers and authorised by our **claims handler** in pursuing or defending a legal claim under this section, and/or the reasonable costs of a third party for which you and/or your passengers are either held liable by court order or are agreed by us and which are incurred in connection with **legal proceedings**;

**“legal proceedings”** - means the pursuit of a **legal claim** for your and/or your passengers **uninsured losses** or damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in the **territory** in respect of a matter covered under this section;

**“legal representative”** - means the solicitors or other qualified experts appointed by our **claims handler** to act for you and/or your passengers provided that such solicitors or experts satisfy the following conditions:

1. they agree to fund all disbursements and not to claim for the same until the end of the case;
2. they agree not to submit any claim for **legal costs** until the end of the case and try to recover all **legal costs** from the other party in the action; and
3. they agree to report in writing to our **claims handler** on any substantive development in the progress of the **legal claim**;

**“policy excess”** - means the amount not covered by your policy which is: -

1. £nil, where the person making the **legal claim** does not receive an award of damages for a claim for personal injury;
2. In a successful case a sum equivalent up to 25% or any such limit as set by law of any general damages received by you and/or your passengers for personal injury, excluding any sums for future loss and any sums paid or payable to the Compensation Recovery Unit of the Department of Work and Pensions;



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3. Enil, where the person making the **legal claim** is under 18 years of age or are a patient under section 1 of the Mental Health Act 1983.

**“road traffic accident”** - for the purposes of this Legal Services Provision: means a traffic accident involving a **vehicle** and at least one other motor vehicle occurring during the main insurance policy **period** on a public highway or on a private road or a car park to which the public has an uninterrupted right of access for which the **driver** is not at fault and for which another party is at fault;

**“schedule”** - means the document containing important details about the insurance policy you have purchased from Saffron Insurance Services Ltd, which must be read in conjunction with this document

**“start date”** - means the date that your motor insurance policy is in force as shown in the **schedule**;

**“uninsured losses”** - means losses directly arising out of a **road traffic accident** where the said losses are not otherwise covered by insurance and either damage occurs to a **vehicle** and/ or any personal effects owned by you (or your passengers) and/or you (or your passengers) suffer death or bodily injury;

**“territory”** - means England, Wales and mainland Scotland

**“road traffic accident”** - means an incident involving one or more motor vehicles;

**“vehicle”** - means motorised vehicle;

**“policy holders”** - means holder of a motor insurance policy with Saffron Insurance Services Ltd.

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# Section 2: Guaranteed Replacement Vehicle

In the event that **your vehicle** is immobilised and deemed a **total loss** following an **insured incident** or is stolen (not recovered).

## What is covered:

- **We** will arrange for a **hire vehicle**, for a maximum of 10 days or until the day you receive payment towards the **market value** of **your vehicle**, whichever is sooner

## What is not covered:

- Any requests for assistance received by **us** 7 days or more after the **insured incident**
- The provision of a **hire vehicle** where a vehicle is available under section 1 of this document or another product/ policy
- Any hire charges after the day **you** receive payment towards the **market value** of **your vehicle**
- Use of the **hire vehicle** by anyone under 21 and over 80 years of age
- Use of the **hire vehicle** outside the **territorial limits**
- Use of the **hire vehicle** by anyone not on the **accompanying motor policy**
- Any losses incurred by you due to lack of availability of the **hire vehicle**

## Important Information:

- You must abide by the terms and conditions of the hire company selected by **us**, which may include geographical restrictions
- Any reasonable offer of payment for the **market value** of **your vehicle** should be accepted, even if only as an interim payment and **you** should inform **us** as soon as payment is received

- **Hire vehicles** are subject to availability

## Conditions

**We** will provide the services, subject to **our** terms and conditions and so long as:

- **You** contact **us** in the first instance
- **You** seek and are granted indemnity from the **accompanying motor policy**
- The **insured incident** relates to **your vehicle**
- **You** ensure that all the Terms and Conditions in the **accompanying motor policy** are complied with

## Exclusions

**We** will not assist with:

- Any **incident** not covered by the **accompanying motor policy**
- Any **insured incident** that is in any part fraudulent, false or exaggerated. In such circumstances **we** will seek to recover any costs incurred from **you**
- Any **insured incident** that happens outside the **territorial limits**
- Any **insured incident** where **you** or any driver under the **accompanying motor policy** were under the influence of alcohol and/or drugs
- Any **insured incident** said to have occurred in the first 48 hours of this scheme
- Any costs incurred without prior written agreement from **us**

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## Section 2: Misfuel Drainage Service

In the event that **you misfuel your vehicle** and require the contaminated fuel to be drained from the tank.

What is covered:

- The drainage and flushing of **your vehicle's** fuel tank
- The transporting, storing and disposal of contaminated fuel following EU guidelines

What is not covered:

- Replacement fuel – This will need to be purchased from the **misfueling** agent by **you**
- Mechanical or component damage as a result of the **misfueling**

Important Information:

- **We** offer **you** a mobile drainage service and cannot guarantee restarting **your vehicle** after **misfuelling**
- If **our** agents are unable to attend the vehicle location due to law or any other reasonable reason **we** will be unable to assist
- **You** are responsible for ensuring that this service does not affect any vehicle warranties or other agreements **you** have in relation to **your vehicle**
- Should recovery or repair of the vehicle be required following this service **you** should contact **your** breakdown provider or repairer

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Call our claims team  
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### Conditions

**We** will provide the services, subject to **our** terms and conditions and so long as:

- **You** contact **us** in the first instance
- The **misfueling** relates to **your vehicle**

### Exclusions

**We** will not assist with:

- Any **misfueling** where such provision is already in place under another insurance product or policy
- A situation arising from foreign matter entering the fuel system except for diesel or petroleum
- Any **misfueling** that happens outside the **territorial limits**
- Any **misfueling** where **you** were under the influence of alcohol and/or drugs when the **misfueling** occurred
- Any **misfueling** said to have occurred in the first 48 hours of policy inception
- Any costs incurred without prior written agreement from **us**
- More than one **misfueling** per year

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# Section 2: Definitions

## Definitions relating to Section 2

**“Accompanying Motor Policy”** - The motor policy issued by us which these Terms and Conditions relate to

**“Hire Vehicle”** - A small 2 door car unless otherwise specified by us

**“Incident”** - Accident, Fire, Theft or other occurrence that may give rise to an insurance claim

**“Insured Incident”** - Any Incident where you are pursuing a claim on the accompanying motor policy

**“Market Value”** - The cost at the date of the incident of replacing your vehicle, if possible, with one of a similar make, model, age, condition and mileage

**“Misfueling/Misfuel”** -The introduction of the incorrect fuel into the vehicles fuel system due to human error

**“Territorial Limit(s)”** - England, Wales and the mainland of Scotland

**“Total Loss”** - Where it is deemed uneconomical to fund repair costs

**“We/Us/Our”** - Saffron Insurance Services Ltd or our appointed representative

**“You/Your”** - The insured, named driver, company or trading name (including subsidiary companies) shown as the insured in the accompanying motor policy

**“Your Vehicle”** - The vehicle or vehicles specified in the accompanying motor policy

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