

# Motor claims assistance

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



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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. Some insurers require that you advise them yourself. If that is the case we will tell you. 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

## Should you be involved in an accident, one call to Saffron Claims Assist and we will help you.

### Non-Fault

We will arrange to report the non-fault incident to your insurance company and where necessary liaise with all parties involved including third party insurance companies, engineers, repairers etc.

If the incident was not your fault we can, subject to assessment, arrange for repairs and also arrange for a replacement like-for-like vehicle. The vehicle will be delivered and collected from your home address. If repairs are authorised and arranged by us you will have no excess to pay. In the event of a non-fault accident, we will appoint a qualified specialist solicitor to pursue any injuries suffered by you and your passengers. The solicitor appointed will be fully committed to settling your claim on the best terms possible.

### Fault

We will put you in touch with your Insurance Company's claims department, who will assist you with progressing your claim.

### Replacement Vehicle Service

Our network of replacement vehicle suppliers have access to over 35,000 vehicles across the UK. Vehicles include private cars, commercial vehicles, taxis and motorcycles and can be delivered to your home address or collected from one of over 300 local depots nationwide.

### Vehicle Repair Service

If repairs are made to your vehicle (subject to assessment) you will not be required to pay any excess to the repairer upon completion of the repairs (Terms & Conditions apply).

### Litigation Service

Should legal proceedings be deemed necessary to achieve the appropriate settlement, we will instruct a suitably qualified solicitor to deal with this on your behalf.

### Regulation

Saffron Insurance Services Ltd non-fault accident management service is administered by Winn Solicitors Ltd, who are specialists in handling non-fault road traffic accident claims throughout the UK. Winn Solicitors Ltd are authorised and regulated by the Solicitors Regulatory Authority (ID No. 00400385) for your protection. In addition they are a member of the Motor Accident Solicitors Society (MASS), the Personal Injury Panel (PIP) and the Association of Personal Injury Lawyers (APIL).

Saffron Insurance Services Ltd is regulated and authorised by the Financial Conduct Authority: 302774.

The directors and shareholders of Winn Solicitors Ltd have set up separate companies who we recommend to provide additional services, they are On Hire Limited and On Medical Limited (which also trades as the North East Clinic). On Hire Limited is authorised and regulated by the Financial Conduct Authority in relation to its insurance business.

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## Call our claims team on 0344 4122416

### Client Benefits

1. Accident Management Service for all non-fault incidents\*
2. No policy excess to pay\*
3. Vehicles assessed by fully qualified, independent engineers.
4. Replacement like for like vehicle\*
5. No up-front costs
6. Injury and other losses claimed\*
7. Assessment and treatment arranged\*
8. Compensation for personal injury\*
9. 24 hour claim line
10. Internet view of file

\* For victims of non-fault road traffic accidents only. Terms & Conditions apply.

### In the event of an accident

1. Keep calm – do not admit liability
2. Call 999 if emergency services are needed
3. Exchange names, addresses and insurance details.
4. Note everything you can – all witnesses, vehicles, locations, damage and accident circumstances
5. Be sure to note the make, model, colour and registration number of every vehicle
6. Draw a sketch of the scene – take photos if possible
7. Remember to look out for other traffic around the accident, particularly on busy highways

Contact Saffron Claims Assist on 0344 4122416

### THIS IS NOT A CONTRACT OF INSURANCE

**Administered directly by Winn Solicitors Ltd.  
who are regulated by the Solicitors  
Regulation**

**Authority - No. 00400385, for the customers of  
Saffron Insurance Services Ltd.**

**Road Accident Specialists  
Winn Solicitors  
Brinkburn Street, Byker, Newcastle upon  
Tyne, NE6 1PL  
Email: [solicitors@winnsolicitors.com](mailto:solicitors@winnsolicitors.com)  
Claimline: 0344 4122416  
Calls cost no more than a national rate call  
and are free as part of your landline or mobile  
inclusive minutes.**

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# Section 1: Road Traffic Accident Assistance

## Road Traffic Accident Assistance

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### 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.

## 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: 0344 4122416
- Email:  
claims@saffroninsurance.co.uk
- Write to: Mr D Beswick (Managing Director), 22 High Street, Saffron Walden, Essex, CB10 1AX

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 Winn Solicitors 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;



3. £nil, 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

Call our Complaints team  
on 0344 4122416

### 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

# Motor claims assistance

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



**Saffron**  
Insurance

22 High Street, Saffron Walden, Essex CB10 1AX

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[claims@saffroninsurance.co.uk](mailto:claims@saffroninsurance.co.uk)