Policy Wording for Commercial Vehicle

INTRODUCTION

Thank **You** for choosing Sabre Insurance Company Limited. This **Policy** wording gives full details of **Your** cover and forms part of the overall **Policy** along with **Your Statement of Insurance**, **Certificate of Motor Insurance** and **Schedule**. Please keep all documents safe.

YOUR DUTY TO NOTIFY US OF INFORMATION AND IMPORTANT CHANGES

This is a legally binding contract of **Indemnity** between **You** and **Us.** Under the terms of this **Policy**, common law, the Consumer Insurance (Disclosure and Representations) Act 2012 (if **Your Policy** is wholly or mainly for purposes unrelated to **Your** trade or business) or Insurance Act 2015, it is **Your** responsibility to take reasonable care to supply complete and accurate information when **You** take out **Your Policy**, and when **You** renew **Your Policy**. Giving false and misleading information could result in **Your Policy** being cancelled or avoided (treated as it never existed) and could be a criminal offence.

We reserve the right to decline any changes of risk, cancel or avoid policies where appropriate, refuse **Renewal**, charge additional premium or impose special terms.

Change of risk

We have insured **You** based on the risk **You** presented when **You** took out **Your Policy**, and if that risk changes after **Your Policy** is taken out, then **We** may not agree to insure **You** from that point, or may agree to insure **You** with changes to the terms of **Your Policy** or require payment of more premium. It is therefore essential that **You** tell **Us** or **Your Intermediary** of any changes to risk throughout **Your Policy** because if **You** fail to do so and make a claim, this could result in **Your** claim and **Indemnity** being declined and **Your Policy** being cancelled from the date the change in risk occurred.

During the **Period of Insurance You** should always keep **Us** or **Your Intermediary** informed of any changes of risk that may affect **Your** cover. Examples of such changes are:

Disqualifications, change of address or where the **Vehicle** is kept, health matters, change of **Vehicle**, change of use of the **Vehicle**, change of occupation (full or part time), change of drivers, change to the annual mileage, change to the type of driving licence, any **Vehicle** modifications (cosmetic or performance enhancing). **You** should also notify **Us** immediately in the event that if any provisional licence holder covered under the **Policy** qualifies as a full licence holder during the period of cover, as this is likely to affect the premium payable.

Failure to notify **Us** or **Your Intermediary** will mean that **Your Policy** may not operate to protect **You**. This is not an exhaustive list so if **You** are in any doubt about whether or not facts may need to be considered **You** should disclose them.

Upon being notified of a change of risk during the **Policy** period, **We** or **Your Intermediary** will inform **You** if **We** will continue to offer cover, on what terms and whether any additional premium is payable, or whether **We** will have to cancel **Your Policy**. If **We** cannot continue cover then **We** or **Your Intermediary** will inform **You** that **Your Policy** is cancelled and refund **Your** premium on a pro-rata basis.

Renewal

It is also **Your** duty to inform **Us** or **Your Intermediary** of any change of risk if **You** renew **Your Policy**. As well as the examples of change of risk given above which must also be notified at **Renewal**, **You** must inform **Us or Your Intermediary** of things like accidents (fault and non-fault), thefts (of or from the **Vehicle**) and convictions (motoring or criminal), these are just examples, and this list is not exhaustive. Again, a failure to notify **Us** or **Your Intermediary** of change of risk at **Renewal** may mean that **Your Policy** is cancelled or avoided at **Our** election, and treated as if it never existed, leaving **You** with no insurance cover.

Generally

You understand that any information declared on the **Statement of Insurance**, and any incident **You** may give details of, will be recorded on various industry databases so that the information is available to other insurers. **We** wish to make **You** aware that, in response to any searches **We** may make in connection with this application, or any incident **You** have given details of, information may be received from those databases from other insurers about other incidents involving anyone insured to drive the **Vehicle** covered under this **Policy**.

Failure to answer all questions on the **Statement of Insurance** correctly or to notify **Us** immediately of any changes to the information provided means that the **Policy** may not operate to protect **You**.

Named as the **Policyholder** in the **Schedule You** have, by a **Statement of Insurance** (which shall incorporate all relevant information provided) and declaration, entered into a contract of insurance with **Us**. **You** have paid or agree to pay the premium for the period stated in the **Schedule**. **We** agree to provide insurance on the basis outlined in this document and the accompanying **Schedule** subject to the terms, conditions and exceptions under the **Policy**. If **You** have authorised or instructed another on **Your** behalf to give **Us** the relevant information to enter into the contract of insurance then **You** warrant the information given by them is correct.

CHOICE OF LAW

This contract shall be subject to the law of England and Wales unless **You** are a resident of Scotland, Northern Ireland or the Isle of Man, in which case the law of the country will apply. Any reference to European Law or Regulation will include any equivalent and/or subsequent UK Law or Regulation.

Signed for and on behalf of: SABRE INSURANCE COMPANY LTD (**Authorised Insurer**)

Chief Executive Officer (Authorised Signatory)

CLAIM NOTIFICATION

To ensure that **You** receive the best possible service **We** ask **You** to report all accidents, thefts or other losses using the **24hr Claims Helpline** as soon as is reasonably possible and, in any event, within 48 hours of the accident or loss occurring. When doing so **You** will be advised of the service **We** can provide and what steps **You** need to take to gain maximum benefit from **Your Policy**.

24hr Claims Helpline: **0330 024 8000**

Calling from abroad: **+44 330 024 8000**

Email: **claims@sabre.co.uk**

Website: **http://sabre.co.uk/claims/report-an-incident**

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DEFINITIONS

Agent – An **Agent** is a person or independent company instructed by **Us** to act on **Our** behalf.

Approved Repairer - A facility approved by **Us** for the repair, damage assessment and/or storage of **Your Vehicle**.
Certificate of Motor Insurance – Evidence that the **Vehicle** is insured as required by **Road Traffic Law**.

Commercial Vehicle - a **Vehicle** not exceeding 3500kg that is used for transporting goods or tools and equipment in connection with **your** occupation or profession.

Endorsement - An alteration to the terms of the **Policy**. Where applicable this is shown in **Your Schedule** and set out in the section of the **Policy** wording headed **ENDORSEMENTS**.

Excess - The first amount of any claim for loss of or damage to the **Insured Vehicle** which **You** must pay. This includes any compulsory, voluntary and young driver **Excess,** which may also apply as shown in the young driver **Excess** table, together with **Unapproved Repairer** and windscreen **Excesses**.

Hazardous Goods - The term **Hazardous Goods** means those referred to in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR).

Indemnity - Legal principle to ensure **You** are placed as near as possible in the same position after a loss, as **You** occupied immediately before the loss, by providing compensation for **Your** losses and liabilities.

Intermediary – **Our** authorised **Intermediary** who placed **Your** insurance with **Us**, is acting on **Your** behalf and is the contact **You** will use for matters relating to this **Policy**.

Loss of Any Limb – Severance at or above the wrist or ankle, or the total and irrecoverable loss of use of a hand, arm, foot or leg.

Market Value - The cost of replacing **Your Vehicle** with one of similar make, model, year, mileage, and condition in the open market immediately prior to the loss or damage.

No Claim Discount (NCD) – is a count of the number of years in which **You** have not made a claim on **Your Vehicle** insurance **Policy**. The more years of **No Claim Discount You** acquire, the more significant the discount is on **Your** premium.

Over the Air (OTA) - OTA are updates to software and settings wirelessly installed in **Your Vehicle** (for example, safety and performance updates).

Period of Insurance - The duration of this **Policy** as shown in the **Schedule** and **Certificate of Motor Insurance**.

Policy – The contract of insurance between **Us,** the **Insurer** and **You,** the **Policyholder.**

Policyholder – The person or company in whose name the insurance **Policy** is held.

Renewal - when **You** opt to continue **Your insurance Policy** with **Us** beyond **Your** initial **Period of Insurance**.

Road Traffic Law - The law which governs the driving or use of any **Vehicle** within the **United Kingdom** including the Road Traffic Act 1988, all related and subsequent legislation and the requirement to maintain membership of the Motor Insurers Bureau and abide by the Articles of Association.

Roadworthy - the condition of a **Vehicle** in terms of its ability to safely and legally operate on **Public Roads**. This includes factors such as the mechanical condition of the **Vehicle**, the condition of the brakes, tyres, lights, other safety equipment, and compliance with all applicable laws and regulations.

Schedule - The **Schedule** should be read in conjunction with the **Policy**. It provides details of **You**, **Us**, the **Vehicle**, cover, **Endorsements**, premium and **Excesses** where applicable.

Spouse/Civil Partner - **Your** husband, wife or **Civil Partner**.

Statement of Insurance – The form containing the information **You** have disclosed and declared as accurate for the purposes of entering into this insurance contract.

Trailer - Any **Trailer** or caravan (other than a disabled mechanically propelled **Vehicle**) that is attached to the **Insured Vehicle**.

Unapproved Repairer - A facility which is NOT approved by **Us** for the repair, damage assessment and/or storage of **Your Vehicle**.

United Kingdom – England, Wales, Scotland, Northern Ireland and the Isle of Man.

Vehicle/ Van / Car – A mechanically propelled **Vehicle** as defined in Section 185 of the RTA which does not exceed 3500kg if constructed or adapted for use for the conveyance of goods or tools in connection with a business or trade.

We/Us/Our/Insurer – Sabre Insurance Company Limited

You/Your - The person shown as the **Policyholder** in the **Schedule**.

Your Vehicle/Insured Vehicle – The **Vehicle** shown on the **Statement of Insurance, Certificate of Motor Insurance** and **Schedule**. Permanently fitted accessories (excluding in-**Vehicle** entertainment, communication or navigation equipment) are included in this definition.

LEVEL OF COVER

Comprehensive Cover – Sections A, B, C, D, E, F, G
Third Party, Fire & Theft Cover – Sections B, C, D, E, F, G
Third Party Only Cover – Sections C, D, E, F, G

SECTION A – LOSS OF OR DAMAGE TO THE INSURED VEHICLE

This section only applies if cover shown on the **Schedule** is Comprehensive.

What we cover

We will indemnify **You** against loss of, or damage to, **Your Vehicle** caused accidentally or as a result of a malicious act or vandalism. In the event of a claim **You** will be required to pay the **Excess** shown on **Your Schedule** plus any young driver **Excess** that may also apply if the **Vehicle** is or was last in the custody or control of an insured person who is aged between 17 and 24. Young driver **Excesses** are charged according to age and **Market Value** per the table below:

Excess				
Driver Age \ **Market Value**	£101 to £200	£201 to £300	£301 to £500	Above £501
17 -24 inclusive	£50	£100	£150	£200

Under this section **We** will:

- arrange and pay for the recovery and protection of **Your Vehicle** and remove it to a place of safe storage if **You** contact the claims helpline. Should **You** choose to arrange **Your** own recovery then **We** will pay the reasonable costs towards this service.
- have the option to settle the claim by repair of **Your Vehicle** or paying in cash the amount of the loss or damage. The maximum amount payable will be the **Market Value**. In the event of settlement under this provision the original **Vehicle** will become **Our** property.
- as part of the repair process arrange for any Advanced Driver-Assisted Systems (ADAS) fitted to **Your Vehicle** to be repaired and/or recalibrated where those defects and associated recalibration are required as a result of the damage claimed. If **You** choose to have **Your Vehicle** repaired yourself, **You** must arrange for the fitted Advanced Driver-Assisted Systems (ADAS) to be repaired and/or recalibrated immediately following the repair.
- pay the reasonable costs of moving **Your Vehicle** to the nearest repairer and returning it after repair to **Your** address in the **United Kingdom.**

If **Your Vehicle** is the subject of a hire purchase or leasing agreement and **We** decide to pay in cash the amount of the loss or damage, payment will be made to the legal owner whose receipt shall constitute a full discharge. **You** will remain liable to the legal owner for any amount that **You** owe under the terms of any agreement that exceeds the payment due under the terms of the **Policy**. If the payment due under the terms of the **Policy** exceeds the amount owed under hire purchase, the balance will be paid to **You** directly. For lease agreements **We** will pay the amount due to the legal owner up to **Our** liability.

We may use warranted replacement parts, which are not supplied by the manufacturer of **Your Vehicle**. **We** guarantee all repairs carried out by **Our Approved Repairers** for 5 years.

Exceptions – use of Unapproved Repairers

If **You** choose to use an **Unapproved Repairer** to repair **Your Vehicle** then **You** will be charged a further **Excess** of **£200** by **Us,** in addition to any other **Excesses** already due. Any repairs will not be guaranteed by **Us**.

In-Vehicle entertainment equipment and satellite navigation systems

We will cover the complete cost of replacing in-**Vehicle** entertainment and satellite navigation systems if they were factory or main dealer fitted and were in the **Vehicle** at the time of first registration.

A maximum contribution of £150 will be paid towards the replacement of aftermarket in-**Vehicle** entertainment equipment or satellite navigation systems in the event of any loss of or damage to such equipment which includes radios, tape and CD/DVD playing equipment, televisions, game consoles and screens.

Personal accident insurance

If **You**, or **Your** legally married **Spouse** or **Civil Partner**, sustain any injury whilst driving or travelling as a passenger in the **Vehicle** covered under this **Policy** and, within three months of the date of the accident, the injury solely and directly results in

a) death;
b) total and permanent loss of sight in one or both eyes;
c) **Loss of Any Limb;**

We will pay a maximum amount of £5,000 to the injured party or to their legal representative.

This benefit will not be payable:

a) for suicide or attempted suicide.
b) if the driver was under the influence of drink or drugs.
c) if the injured person was not complying with the law regarding seat belts.

Personal effects

We will, at **Your** request, pay a maximum of £100 for any one occurrence in respect of loss or damage to personal effects in **Your Vehicle**. **We** will not be liable for:

a) mobile telephones.
b) portable satellite navigation systems.
c) recording devices other than dash cams.
d) money, stamps, tickets, documents or securities.
e) tools, goods or samples carried in connection with any business or trade.
f) property covered under any other insurance **Policy**.

Medical expenses

We will pay medical expenses incurred up to £100 for each occupant injured in an accident involving **Your Vehicle**.

Glass cover

We will pay the cost of repair or replacement of glass windscreens and windows from accidental damage and the cost of repairing resultant scratching of the bodywork, exclusions apply. **We** may use glass or parts not supplied by the original manufacturer.

For glass replacement an **Excess** will apply to each glass panel. **Excesses** vary depending on the **Vehicle** and are shown on **Your Policy Schedule**. Where the replacement is carried out by **Our Approved Repairer**, cover is unlimited, but if carried out by an **Unapproved Repairer We** will pay no more than £75 in total towards each claim. **We** will cover the complete cost of recalibrating windscreens where required provided work is carried out by **Our Approved Repairer**.

An **Excess** applies to windscreen repair and the **Excess** amount is shown on **Your Policy Schedule**.

Exclusions to glass cover

We do not cover replacement of or repair to the following under this section:

a) sunroofs.
b) glass roofs.
c) fabric hoods.
d) canopies on **Commercial Vehicles**.
e) scratches on windscreens caused by windscreen wipers.
f) scratches on windscreens and windows caused by ice scrapers.

A maximum of two glass panels can be replaced in one claim. Where more than two glass panels require replacement an accidental damage claim must be submitted to **Us**.

Any payment made under this section shall not prejudice **Your** entitlement to **No Claim Discount**.

SECTION B - LOSS OF OR DAMAGE TO THE INSURED VEHICLE BY FIRE AND THEFT

This section applies if cover shown on the **Schedule** is Comprehensive or Third-Party Fire and Theft.

1) What we cover

We will indemnify **You** in respect of loss of or damage to **Your Vehicle** caused by fire, explosion, theft or attempted theft (excluding fire by vandalism or malicious intent. In the event of a claim **You** will be required to pay the **Excess** shown on **Your Schedule** plus any young driver **Excess** that may also apply if the **Vehicle** is or was last in the custody or control of an insured person who is aged between 17 and 24. Young driver **Excesses** are charged according to age and **Market Value** per the table below:

Excess				
Driver Age \ **Market Value**	£101 to £200	£201 to £300	£301 to £500	Above £501
17 -24 inclusive	£50	£100	£150	£200

Under this section **We** will:

- arrange and pay for the recovery and protection of **Your Vehicle** and remove it to a place of safe storage if **You** contact the claims helpline. Should **You** choose to arrange **Your** own recovery then **We** will pay the reasonable costs towards this service.
- have the option to settle the claim by repair of **Your Vehicle** or paying in cash the amount of the loss or damage. The maximum amount payable will be the **Market Value**. In the event of settlement under this provision the original **Vehicle** will become **Our** property.
- as part of the repair process arrange for any Advanced Driver-Assisted Systems (ADAS) fitted to **Your Vehicle** to be repaired and/or recalibrated where those defects and associated recalibration are required as a result of the damage claimed. If **You** choose to have **Your Vehicle** repaired yourself, **You** must arrange for the fitted Advanced Driver-Assisted Systems (ADAS) to be repaired and/or recalibrated immediately following the repair.
- pay the reasonable costs of moving **Your Vehicle** to the nearest repairer and returning it after repair to **Your** address in the **United Kingdom.**
- require thefts or attempted thefts to be reported to the Police and a crime reference number obtained.

If **Your Vehicle** is the subject of a hire purchase or leasing agreement and **We** decide to pay in cash the amount of the loss or damage, payment will be made to the legal owner whose receipt shall constitute a full discharge. **You** will remain liable to the legal owner for any amount that **You** owe under the terms of any agreement that exceeds the payment due under the terms of the **Policy**. If the payment due under the terms of the **Policy** exceeds the amount owed under hire purchase, the balance will be paid to **You** directly. For lease agreements **We** will pay the amount due to the legal owner up to **Our** liability.

We may use warranted replacement parts, which are not supplied by the manufacturer of **Your Vehicle**. **We** guarantee all repairs carried out by **Our Approved Repairers** for 5 years.

Exceptions – use of Unapproved Repairers

If **You** choose to use an **Unapproved Repairer** to repair **Your Vehicle** then **You** will be charged a further **Excess** of **£200** by **Us,** in addition to any other **Excesses** already due. Any repairs will not be guaranteed.

2) Additional benefits for Comprehensive policies

In-Vehicle entertainment equipment and satellite navigation systems

We will cover the complete cost of replacing in-**Vehicle** entertainment and satellite navigation systems if they were factory or main dealer fitted and were in the **Vehicle** at the time of first registration.

A maximum contribution of £150 will be paid towards the replacement of aftermarket in-**Vehicle** entertainment equipment or satellite navigation systems in the event of any loss of or damage to such equipment which includes radios, tape and CD/DVD playing equipment, televisions, game consoles and screens.

Personal effects

We will, at **Your** request, pay a maximum of £100 for any one occurrence in respect of loss or damage to personal effects in **Your Vehicle**. **We** will not be liable for:

a) mobile telephones.
b) portable satellite navigation systems.
c) recording devices other than dash cams.
d) money, stamps, tickets, documents or securities.
e) tools, goods or samples carried in connection with any business or trade.
f) property covered under any other insurance **Policy**.

EXCEPTIONS TO SECTIONS A & B

What we do not cover

We shall not be liable for:-

a) general wear and tear or depreciation.
b) mechanical, electrical, or electronic breakdowns or failures, or equipment and computer malfunction.
c) manufacturing defects.
d) damage to tyres by braking, punctures, cuts or bursts.
e) loss of the **Vehicle** due to deception.
f) loss of or damage to **Your Vehicle** arising from it being taken by, or driven by, a person who was not an insured driver under the **Policy**, but was a member of **Your** family or household or an employee, or any other person known to **You**, unless the individual is reported to the police and **You** fully co-operate in a criminal prosecution (including a private prosecution), investigation or civil claim against the driver or participants in the theft for recovery of all losses. If payment is made by **Us** to **You** and **You** subsequently refuse to co-operate as above, then **You** agree to repay **Us** the payment **We** made to **You**.
g) damage by frost.
h) loss of use or any losses not directly associated with the incident that caused **You** to claim.
i) reduction in value after repair.
j) damages or losses arising from repairs or mechanical procedures or testing being undertaken on a road or other public place.
k) loss of or damage to **Your Vehicle** or anything contained therein arising from theft or attempted theft whilst the **Vehicle** is left unattended or temporarily unoccupied and **You** are not in a position to intervene if:
    i. **Your Vehicle** has not been secured by means of the door and boot locks.
    ii. the windows or any form of sliding or removable panel roof or hood on **Your Vehicle** has been left open or unlocked.
    iii. the ignition keys (which include ignition cards, lock transmitters or any other form of **Vehicle** entry device) have been left in or on **Your Vehicle**, whether concealed or otherwise.
    iv. any security devices fitted to the **Vehicle** are not activated or operational when **Vehicle** is left unattended.
l) that part of the cost of any repair or replacement, which improves **Your Vehicle** beyond its condition immediately before the loss or damage occurred.
m) a greater sum than the manufacturers' last published list price for the replacement of any spare part or accessory lost or damaged.
n) any amount more than £500 relating to sign writing, advertisements, logos or specialised artwork.
o) **Your Vehicle** being repossessed by its rightful owner or having to pay compensation to the owner.

SECTION C - THIRD PARTY LIABILITY

This section applies if cover shown on the **Schedule** is Comprehensive, Third Party Fire and Theft or Third Party Only.

What we cover

We will cover the following parties listed below in respect of legal liability for accidental death, bodily injury to other people or damage to other people's property caused by, or arising out of, the use of **Your Vehicle** as detailed on **Your Certificate of Motor Insurance** or by any **Trailer** or caravan attached to **Your Vehicle**:

a) **You.**
b) anyone covered by **Your Certificate of Motor Insurance** who **You** authorise to drive or use **Your Vehicle.**
c) at **Your** request any person using (but not driving) **Your Vehicle** with **Your** permission for social, domestic and pleasure purposes.
d) any passenger travelling in or getting into or out of the **Vehicle.**

e) **Your** employers, while **You** are driving **Your Vehicle** on their business, but not when the **Vehicle** is owned, leased, hired or operated by them.
f) the legal personal representative of any deceased person covered by this section.

At **Our** sole discretion and only with **Our** prior consent, **We** will meet agreed fees for legal representation in the event of any coroner's inquest, fatal accident enquiry or other court proceedings.

EXCEPTIONS TO SECTION C

What we do not cover

We will not be liable for:

a) any sum in excess of £5,000,000 inclusive of all costs for any one claim or series of claims arising from one event causing loss of or damage to property, where the **Insured Vehicle** is a **Van** or **Commercial Vehicle.**
b) damage to property owned by or held in trust by or in the custody or control of any person claiming **Indemnity** under this section.
c) any damage to any **Vehicle** in connection with which **Indemnity** is provided by this section or any consequential loss arising from such damage.
d) liability covered by any other **Policy** of insurance.
e) loss of or damage to any **Trailer**, caravan or **Vehicle** (or to any property in the **Trailer**, caravan or **Vehicle**) being towed by **Your Vehicle** or being towed by a **Vehicle** being driven by **You.**
f) loss or damage or liability which is the responsibility of the person driving or steering any **Vehicle** being towed by **Your Vehicle** or being towed by a **Vehicle** being driven by **You.**
g) loss or damage to any bridge, weighbridge, viaduct, road or other surface over which the **Vehicle** is driven or anything under the surface, caused by the weight or vibration of the **Insured Vehicle** or its load.
h) any liability in respect of death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with:
    i. the bringing of the load to the **Vehicle** for loading thereon or
    ii. the taking away of the load from the **Vehicle** after unloading.
i) any loss, damage or liability caused by pollution or contamination arising out of seepage or spillage of the load from the **Vehicle** or movement of the load in the **Vehicle.**
j) death or bodily injury to the person driving or in charge of the **Insured Vehicle** getting onto or off a **Trailer** or **Vehicle.**
k) legal liability when a **Trailer** or broken-down **Vehicle** is being towed for profit.
l) any claim resulting from carrying, preparing, selling or supplying of any goods, food or drink from the **Insured Vehicle.**
m) liability for death or injury to any employee of the person insured arising during the course of their employment except where required by insurance law.
n) death or injury of any person caused by:
    a) food poisoning
    b) anything harmful contained in goods supplied
    c) any harmful or incorrect treatment given at or from **Your Vehicle**.
o) liability for death, injury or damage resulting from the **Insured Vehicle**, or of machinery attached to it, being used as a tool of trade.

SECTION D - Foreign Use

Before **You** travel abroad with **Your Vehicle You** must inform **Your Intermediary** or **Us** of **Your** intention to travel.

1) **We** will provide the compulsory minimum insurance required while the **Insured Vehicle** is in any member country of the EU or a country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor **Vehicles** (No. 72/166/EEC).

2) In addition, and subject to **Our** consent:
    a) the cover shown in **Your Policy Schedule** will apply while **Your Vehicle** is being used in the countries specified above and while being transported (including loading and unloading) along a recognised sea, air or rail route between any countries to which this insurance applies.
    b) **We** will also indemnify **You** following a valid claim under Section A or B of the **Policy** against:

i. the reasonable cost of delivery of **Your Vehicle** to **You** or to **Your** home in the **United Kingdom** after necessary repairs have been completed, or

ii. the amount of foreign customs duty liable as a direct result of the loss or damage to **Your Vehicle** preventing its return to the **United Kingdom**.

3) If **You** intend to travel to a country not specified above, subject to **Our** consent, a Green Card will be issued and full **Policy** cover will be provided.

4) Provided **Your** home is in the **United Kingdom** then this **Policy** will provide **You** with cover for foreign use to a maximum of 28 days in total.

5) **You** must pay any additional premium that may be required.

SECTION E – No Claim Discount (NCD)

No Claim Discount

If no claim is made or arises under this **Policy** during the **Policy** term **Your Renewal** premium will be calculated by a **No Claim Discount** in accordance with the scale of discounts applicable at the **Renewal** date. Entitlement to **No Claim Discount** is not transferable to another person. Where a claim is made within the **Policy** period **NCD** at next **Renewal** without NCD Protection will be stepped back as shown in the table below:

Number of years' NCD at start of Policy term	Number of claims during the Policy term		
	1 claim	2 claims	3 claims or more
1 year	Nil	Nil	Nil
2 years	Nil	Nil	Nil
3 years	1 year	Nil	Nil
4 years	2 years	Nil	Nil
5 years or more	3 years	1 year	Nil

Protected No Claim Discount

If **You** pay the additional charge for this add-on to **Your Policy** (as confirmed on **Your Schedule**), and then make a claim during the **Policy** term**, We** will not reduce **Your** number of years of **NCD** when **You** next renew **Your Policy** if **You** have made no more than two claims during the **Policy** term**.** If **Your** claim count during the **Policy** term reaches three or more **Your No Claim Discount years** will be reduced as shown in the table below. Where a claim in made within the **Policy** period **NCD** at next **Renewal** with NCD protection will be stepped back as shown in the table below:

Number of years' NCD at start of Policy term	Number of Claims during the Policy term				
	1 claim	2 claims	3 claims	4 claims	5 claims or more
1 year	1 year	1 year	Nil	Nil	Nil
2 years	2 years	2 years	Nil	Nil	Nil
3 years	3 years	3 years	1 year	Nil	Nil
4 years	4 years	4 years	2 years	Nil	Nil
5 years or more	5 years or more	5 years or more	3 years	1 year	Nil

SECTION F - General Exclusions

What we do not cover

1) Use of the Insured Vehicle

This **Policy** does not provide cover for any loss, damage, accident or injury occurring whilst **Your Vehicle** is being:

a) driven by or in the custody or control of a person who is not permitted to drive by the **Certificate of Motor Insurance** or by a person who to **Your** knowledge does not hold a licence to drive the **Vehicle.**

b) driven by or in the custody or control of a person not complying with the terms or limitations of the driving licence held.

c) used for purposes not permitted by the **Certificate of Motor Insurance.**

d) used for taking part in any illegal activities.

e) driven by **You** or any person, should it be proved to **Our** satisfaction that the driver was driving under the influence of drink or drugs. A conviction under the relevant law (including convictions for the offences of failure to provide a sample of breath, urine or blood when required, unless there is a legal exemption) shall be deemed to be conclusive evidence of the condition of the driver at the time and date of the occurrence giving rise to the conviction.

f) driven by **You** or any person, should it be proven to **Our** satisfaction that the driver or any person supervising the driver was using a hand-held mobile telephone or other hand-held interactive communication device contrary to Section 41D of the **Road Traffic Acts**.

2) Contractual liability exclusion

This **Policy** does not cover any liability that arises from an agreement, unless that liability would have existed without the agreement.

3) War risks exclusion

This **Policy** does not provide cover for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts.

4) Radioactive contamination and explosive nuclear assembly exclusion

This **Policy** does not provide cover for:

a) any legal liability of whatsoever nature directly or indirectly caused by, contributed to, or arising from:
   i. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
   ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting from or arising from any consequential loss.

5) Racing and deliberate acts

This **Policy** does not provide cover for any loss, damage, death or injury arising whilst **Your Vehicle** is being used on the Nürburgring Nordschleife, or for racing formally or informally against another motorist, pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, either on a road, track, or at an off-road 4x4 event, or as a result of "road rage", suicide or any deliberate act caused by **You** or any driver insured to drive **Your Vehicle**.

6) Riot and civil commotion exclusion

This **Policy** does not provide cover for any consequence of riot or civil commotion or malicious act (other than by fire or explosion) occurring outside the **United Kingdom.**

7) Earthquake exclusion

This **Policy** does not provide cover for any accident, injury, damage or loss arising during or in consequence of an earthquake occurring outside the **United Kingdom.**

8) Foreign jurisdiction exclusion

This **Policy** does not provide cover for any accident, injury, loss, damage or liability in respect of which any proceedings are brought or judgment is obtained in any court outside the **United Kingdom** unless such proceedings are brought or judgment is obtained in the court of a foreign country arising out of the use of **Your Vehicle** in that foreign country where **We** have agreed to extend cover under the **Policy** to include such foreign use.

9) Airport use exclusion

This **Policy** does not provide cover for any accident, injury, damage, loss, or any losses not directly associated with the incident or any liability of whatsoever nature while **Your Vehicle** is in or on that part of an aerodrome, airport, airfield, or military base provided for:

a) the take-off or landing of aircraft and/or the movement of aircraft on the surface.
b) aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.

10) Terrorism

This **Policy** does not provide cover for any liability arising out of acts of terrorism as defined in Part 1 of the Terrorism Act 2006 or any subsequent amendments to this legislation, except as is necessary to meet the requirements of the Road Traffic Acts. In territories other than the UK the definition contained in the Terrorism Act 2006 or any subsequent amendments to this legislation will be deemed to be the applicable definition.

11) Hazardous goods

This **Policy** does not provide cover for any accident, injury, damage or loss caused directly or indirectly by carrying of **Hazardous Goods**, other than to meet the requirements of the Road Traffic Acts.

12) Misfuelling

This **Policy** does not provide cover for replacing parts that have been contaminated or damaged as a result of putting the incorrect fuel in **Your Vehicle** or failing to keep the correct amount of lubricant in **Your Vehicle** or loss or damage to the **Vehicle** caused by an inappropriate type or grade of fuel being used.

13) Towing

Except where the **Vehicle** is a licensed **Taxi**, where towing of a **Trailer** is permitted (excluding any caravan or disabled mechanically propelled **Vehicle**), this **Policy** does not provide any cover when the **Vehicle** is towing for hire or reward any caravan, **Trailer** or disabled mechanically propelled **Vehicle**.

14) Explosion, sparks or ashes

This **Policy** does not cover any liability, loss or damage caused by explosion, sparks or ashes from the **Insured Vehicle** or from any **Trailer** or machinery attached to or detached from it.

15) Goods sold, transported or supplied

This **Policy** does not cover any liability, loss or damage resulting from anything sold, transported or supplied by **You** or on **Your** behalf.

16) Compensation

This **Policy** will not compensate **You** if **You** are unable to use **Your Vehicle** or for any other expenses **You** have to pay because of this.

17) Malicious damage

This **Policy** does not cover loss or damage caused maliciously or deliberately by any person employed by **You** or using **Your Vehicle** with **Your** permission or agreement.

18) Un-roadworthy, unsafe & insecure loads

This **Policy** does not provide cover for any accident, injury, damage or loss when the **Insured Vehicle** is:

a) being driven in an unsafe, un-roadworthy or damaged condition or does not have a valid MOT certificate when needed.
b) being driven with a number of passengers which is unsafe or greater than the seating capacity of **Your Vehicle.**
c) carrying an unsafe load.
d) towing a **Trailer** which is unsafe or has an insecure load.

19) Replacement parts, accessories & glass

If **Your Vehicle** is damaged and suitable parts, accessories or glass are not available from stock in the **United Kingdom We** may at **Our** option make a payment on a cash in lieu of repair basis. In this event the amount **We** will pay for new parts and accessories will be limited to the manufacturer's last list price in the country of origin of **Your Vehicle**. Currency exchange rates will be those applicable at the date of the accident or loss. **We** will not be liable for the cost of importation of any necessary part or accessory into the **United Kingdom.**

20) Cyber

We shall not be liable for any, death, bodily injury, loss or damage except to the extent that **We** must provide cover under the Road Traffic Acts as a result of:

i. interference, malfunction or failure, either accidental or deliberate, with the **Vehicle's** electronics, computer systems or artificial intelligence systems as a result of an act of cybercrime or a similar malicious act.
ii. installation of unapproved software and/or apps from third party sources not recommended by **Your Vehicle's** manufacturer
iii. self-modification of the **Vehicle's** software
iv. browsing untrusted websites within in-**Vehicle** web browsers
v. remapping ECUs to change **Vehicle** performance beyond the standard **Vehicle** manufacturers' specification.
vi. exposure of **Vehicle** vulnerabilities and exploiting them.
vii. the use of third-party dongles to manipulate in-**Vehicle** functionality.

21) Over the Air (OTA)

We shall not be liable for loss or damage caused by **Over the Air (OTA)** updates where:

i. **Your Vehicle's** manufacturer has recommended installation and this has not been carried out.
ii. updates not approved by **Your Vehicle's** manufacturer have been downloaded.

iii. upgrades or modifications, approved by **Your Vehicle's** manufacturer, whether temporary or permanent, have not been disclosed to **Us**.

22) Advanced Driver-Assisted Systems (ADAS)

We shall not be liable if **Your Vehicle** is fitted with Advanced Driver Assisted Systems (ADAS) that is not operative at the time of an incident. **We** will not pay any claims for loss or damage to **Your Vehicle** unless all software and/or safety updates are installed and up to date and all manufacturers' guidelines followed. If **We** make payments under the Road Traffic Acts, **We** reserve the right to recover any amount from **You**.

23) Impounded Vehicles

Cover is granted on the understanding that at the time of inception **Your Vehicle** is not impounded by the Police or any other authority.

24) Dual Insurance Cover

We will not pay a claim if any loss, damage or liability covered under this **Policy** is also covered under any other insurance.

SECTION G - General Conditions

1) Compliance Obligations

For **Us** to make any payments under this **Policy**, **You** must comply with all the terms and conditions of **Your Policy** and all applicable **Endorsements** as listed in the **Schedule**.

2) Geographic limits

This **Policy** applies:

a) within the territorial limits of the **United Kingdom** or in transit by sea or rail between these places, including loading and unloading.
b) elsewhere as described in Section D - Foreign use.

3) Duties of the Policyholder and prevention of fraud

a) Duties of the Policyholder

The insurance described in this **Policy** will only be provided if:

i. any person claiming **Indemnity** has complied with all its terms, conditions and **Endorsements.**
ii. the information given in the **Statement of Insurance** declaration is complete and correct to the best of **Your** knowledge and belief.
iii. **You** or any person named on the **Certificate of Motor Insurance** has taken all reasonable steps to safeguard **Your Vehicle** from loss or damage.
iv. **You** maintain **Your Vehicle** in an efficient **Roadworthy** condition and **We**, upon request, are granted the right to examine **Your Vehicle** and its accessories and to access and copy any data records retained within the **Vehicle.**
v. **You** give immediate notice to **Us** or **Your Intermediary** in writing or via email of any important change to the information provided on the **Statement of Insurance** or other information supplied by **You** or on **Your** behalf, which is incorporated herein as the basis of the contract.
vi. **Your Vehicle** is stolen and the matter is reported to the Police and a crime number is obtained and supplied to **Us** when reporting **Your** claim.

For examples of important changes refer to the section entitled **YOUR DUTY TO NOTIFY US OF INFORMATION AND IMPORTANT CHANGES** at the beginning of this **Policy** wording. This condition applies to information relating to **You** and any driver covered by this insurance.

b) Misrepresentation of risk

If **You** or anyone representing **You**:

i. provides **Us** with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance.
ii. deliberately misleads **Us** to obtain cover, gain a cheaper premium or more favourable terms.
iii. provides **Us** with false documents.
iv. makes a fraudulent payment by bank account and/or card to **Our Intermediary**.

We may:

i. agree to amend **Your Policy** to record the correct information, apply any relevant **Policy** terms and conditions and collect any additional premium due.
ii. reject a claim or reduce the amount of payment **We** make.
iii. cancel or void **Your Policy** (treat it as if it never existed), including all other policies which **You** have with **Us**, and apply a cancellation premium charge.

Where fraud is identified **We** will:

i. not return any premium paid by **You**.
ii. recover from **You** any costs **We** have incurred.
iii. co-operate fully with the Police authorities in the detection and prosecution of those involved in fraud and report all such matters under the Proceeds of Crime Act 2022.

c) Claims Fraud

You must deal with **Us** honestly at all times, tell the truth, not present to **Us** any fake or forged documents, photographs, videos or anything else that is not legitimate. **You** must tell the truth in all statements and representations to **Us**. If anyone gives **Us** false information and **You** know this, then **You** must tell **Us**. **You** must not in any way be party to any fraudulent claim under this **Policy**.

If **You** or anyone representing **You** makes a claim or a statement or provides **Us** with any document or device in connection with any claim or part of any claim knowing it to be fraudulent, false or exaggerated **We** may:

i. reject the claim or reduce the amount of payment **We** make.
ii. cancel **Your Policy** from the date of the fraudulent act and not return any premium paid.
iii. render the **Policy** null and void.
iv. recover from **You** any costs **We** have incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act.
v. recover any costs including internal and legal costs from **You** that **We** have incurred investigating any fraudulent device used, even in support of a genuine claim. This is because the use of a fraudulent device will inevitably mean **We** have to investigate whether the claim is genuine, thus incurring more cost, and presenting **Us** with a fraudulent device is a breach of this contract.

It is **Our** practice to co-operate fully with the Police authorities in the detection and prosecution of those involved in fraud and to report all such matters under the Proceeds of Crime Act 2022.

4) Claim notification and co-operation

We must be notified by **You** as soon as reasonably possible, and in any event within 48 hours, following any loss, damage or accident, which might give rise to a claim under the **Policy**. There are several ways **You** can report **Your** claim:

- **You** can call **Our** helpline number **0330 024 8000** or any other helpline operated by **Your Intermediary**.
- **You** can write to **Us.**
- **You** can email **Us** at claims@sabre.co.uk

To report a claim for information purposes only please go to **Our** website and complete **Our** "report an incident" form. https://sabre.co.uk/claims/report-an-incident/.

Any letter, writ or summons must be sent to **Us** unanswered, immediately it is received. **Your** entitlement to cover under the **Policy** could be prejudiced if dispatch of such documents is unreasonably delayed.

You must notify **Us** immediately in the event that **You** are notified of any coroner's inquest, fatal accident enquiry or other court proceedings following any accident to include any Police proceedings relating to offences alleged to have been committed by the driver or other user of the **Vehicle** at the time of or following the accident.

You and any other person claiming **Indemnity** must provide **Us** with all information and assistance necessary to investigate and settle claims made under this **Policy**.

You agree to provide **Us** with proof of funds for purchase of **Your Vehicle** where requested, and in absence of clear proof of funds, or otherwise at **Our** request, **You** agree to give all assistance possible including signing mandates for **Your** bank and building society records, answering questions about where the funds came from, and providing **Us**

with such information and proof as **We** require. This is to prevent money laundering and criminal activity and to prove legitimate ownership of **Your Vehicle**.

Should **Your Vehicle** be subject to a total loss claim and it is not replaced within 14 days of receiving **Your** settlement, with **Us** agreeing to cover the replacement on the **Policy**, then the **Policy** is cancelled unless **We** agree otherwise.

5) Conduct of claims/subrogation

You shall not make any admission, offer, promise, payment, or **Indemnity** without **Our** written consent. Neither shall anyone claiming **Indemnity** on the **Policy**, nor anyone on the behalf of someone claiming **Indemnity** on the **Policy**. **We** shall be entitled to conduct the defence or settlement of any claim and to instruct the solicitors of **Our** choice to act for **You** in any proceedings. In circumstances where it is considered appropriate to do so **We** will be entitled to admit liability on behalf of **You** or any person claiming **Indemnity** under the **Policy**. Such admissions may be made prior to or after the commencement of proceedings in relation to any event likely to give rise to a claim under the **Policy**.

6) Electronic Service

In the event that **We** bring proceedings against **You** as a result of any act or omission by **You** in relation to this **Policy We** may, at **Our** discretion, serve proceedings upon **You** by email utilising the email address **You** provided to **Us** when taking out this **Policy** or such other email address **You** notify to **Us** in writing from time to time. Documents will be provided in an Adobe Acrobat compatible format with a total message size not exceeding 5 megabytes (MB).

7) Avoidance of certain terms and rights of recovery

If **We** are required to pay a claim under **Road Traffic Law** or the law of any country in which this **Policy** operates (including settling such a claim on a reasonable basis in anticipation of such a liability), which **We** would not otherwise be liable to pay had the law not existed, **We** shall be entitled to recover such payments (including the legal costs of reasonably defending the claim) from **You** if **You** or any named driver under the **Policy**:

a) caused the loss directly or indirectly.
b) caused or permitted the **Vehicle** to be driven by an uninsured driver.
c) through act or omission, caused this insurance to be invalid.

8) Mid-term adjustments

From time to time **You** may need to amend personal information on **Your Policy** such as changing **Your** address or **Vehicle**. **Your Intermediary** will process any changes **You** need to make and advise **You** of any charges **You** are due to pay. If **You** are replacing a **Vehicle** which has been deemed to be a total loss after an accident, no return of premium will be given and an additional premium may be required for the remaining portion of the **Policy**. If **You** sell **Your Vehicle** and **You** are not replacing it then cover under this **Policy** will automatically terminate.

CANCELLATION

Cooling off period

If **You** find that the **Policy** does not suit **Your** requirements, and **We** have not provided **You** with all necessary information before **You** made **Your** decision to purchase this **Policy**, **You** may, within 14 days of receiving the full **Policy** documentation, cancel **Your** cover, either by email or by contacting **Your Intermediary**, returning all **Policy** documentation.

Policy period	Calculation method	Minimum premium retained	Administration charge
All	Pro-rata	£25 + IPT	£0

If an adjustment has taken place during this time or a claim has occurred **Our** standard cancellation terms will apply.

If the **Vehicle** covered under the **Policy** is deemed to be a total loss there is no return of premium.

Cancelling outside the Cooling off period

You may cancel the **Policy** at any time by notifying **Us** or **Your Intermediary**, in writing or via email, of **Your** intention to cancel. Subject to no claim arising in the current **Period of Insurance**, **We** will give a return of premium for the unexpired portion of the **Policy** less any administration charge.

We or **Our** authorised **Intermediary** may cancel the **Policy** by giving 7 days' notice in writing via email, to **Your** last known home address or email address. Subject to no claim arising in the current **Period of Insurance, We** will give a return of premium for the unexpired portion of the **Policy** less any administration charge unless the cancellation is due to fraud and **We** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012. Please note: The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a **Policyholder** to provide complete and accurate information allows **Us** to cancel the **Policy**, sometimes back to its start date, and keep any premiums paid. Where **We** obtain proof of fraud or a serious non-disclosure **We** may cancel the **Policy** immediately and backdate cancellation to the inception date or to the date when the incomplete or inaccurate information was supplied. **You** are responsible for notifying all named drivers that cover has been cancelled.

The following reasons will give **Us** the right to cancel **Your Policy**, please note this is not an exhaustive list:

- Non-payment of premium owed to **Us**
- Failure by **You** or anyone named as a driver on this **Policy** to provide requested documentation or information
- Abusive language or threats to **Our** employees made by **You**, anyone named on this **Policy** or **Your** representative

Should the **Vehicle** covered under this **Policy** be sold and not replaced immediately, **You** must notify **Us or Your Intermediary** by email, and the **Policy** will be cancelled. Provided **You** have not made a claim or been involved in an accident or loss, regardless of blame, in the current **Period of Insurance**, **We** will give a return of premium for the unexpired portion of the **Policy** less any administration charge. If the **Vehicle** covered under the **Policy** is deemed to be a total loss there is no return of premium.

In the event that **You** have agreed to pay **Your** premium monthly and **Your Policy** is cancelled, **You** will be required to continue to make **Your** monthly payments in accordance with the agreement until the full annual premium has been paid where a claim has been made under the **Policy**. If payments are not made in accordance with the agreement, the full annual premium becomes payable immediately.

Cancellation scale and charges

Policy period	Calculation method	Minimum premium retained	Administration charge
3 month Policy	Short period	100%	£0
6 month Policy	Pro-rata based on 180 days cover	55%	£0
12 month Policy	Pro-rata based on 365 days cover	0	£50 + IPT

Transfer of Interest

If there is any transfer of interest in **Your Vehicle** which is covered under this **Policy**, all insurance cover under this **Policy** including the driving other **Cars** extension will cease to operate immediately upon the transfer of interest.

ENDORSEMENTS - Only applicable if stated in the **Schedule**

2 - In-Vehicle entertainment and navigation equipment

The **Indemnity** provided under Sections A and B of this **Policy** in respect of any in-**Vehicle** entertainment equipment or satellite navigation system permanently fitted as standard by the **Vehicle** manufacturer shall be unlimited. A maximum contribution of £150 will be given towards the replacement of aftermarket in-**Vehicle** entertainment equipment and satellite navigation systems. This **Endorsement** is otherwise subject to the terms, conditions and exceptions of the **Policy**.

8 - Accidental and malicious damage, fire and theft Excess

In respect of each and every occurrence **We** shall not be liable under Sections A and B for the first amount specified on the **Schedule**. The sum specified shall be in addition to any other amount for which **We** are not liable under the **Policy**.

9 - Anti-theft device

We shall not be liable for loss of or damage to **Your Vehicle** caused by theft or attempted theft unless:

a) **Your Vehicle** is fitted with an immobilising system accepted by **Us** and

b) **You** are in possession of all the keys and/or activating accessories and the certificate of installation as provided by the manufacturer of the device, and the device is operated in accordance with the manufacturer's instructions whilst **Your Vehicle** is parked and unattended.

11 - Protected No Claim Discount

Any entitlement under Section E of this **Policy** shall be maintained provided that not more than two claims have arisen in any five consecutive years.

40 - Fire and theft Excess

In respect of each and every occurrence **We** shall not be liable under Section B for the first amount specified on the **Schedule**. The sum specified shall be in addition to any other amount for which **We** are not liable under the **Policy**.

41 - Tracking device

We shall not be liable for loss of, or damage to **Your Vehicle** caused by theft or attempted theft, unless **Your Vehicle** is fitted with a tracking device using GPS satellite technology for which there is continuous subscription.

COMPLAINTS PROCEDURE

What to do if you wish to complain

Our goal is to give excellent service to all **Our** customers, but **We** recognise that things do go wrong occasionally. **We** take all complaints **We** receive seriously and aim to resolve all **Our** customers' problems promptly. To ensure that **We** provide the kind of service **You** expect **We** welcome **Your** feedback. **We** will record and analyse **Your** comments to make sure **We** continually improve the service **We** offer.

What will happen if you complain?

Your complaint will be acknowledged within two working days, **We** aim to resolve all complaints within five working days. Once an assessment and full investigation of **Your** concerns has been made, **We** will respond with a decision. Most of **Our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **We** will contact **You** with an update and give **You** an expected date of response. An investigation of **Your** complaint will be carried out at a senior level and a final decision given.

If **You** are dissatisfied with **Our** final decision, **You** can refer the matter to the Financial Ombudsman Service (FOS). The FOS will only consider **Your** complaint if **You** have given **Us** the opportunity to resolve it, and **You** are a private **Policyholder,** so please follow the steps below. If however, **We** do not resolve **Your** complaint within 40 working days, the FOS will accept a direct referral. Whilst **We** are bound by the decision of the FOS, **You** are not. If **You** continue to remain dissatisfied, **We** recommend that **You** take independent legal advice. Following the complaint procedure in this **Policy** does not affect **Your** right to take legal action.

The Next Steps

Step 1

Seek resolution by contact with **Us.**

If **You** are disappointed with any aspect of the handling of **Your** insurance, **We** would encourage **You** to contact the department concerned. **You** can write, email or telephone, whichever suits **You**, and ask **Us** to review the problem. An investigation of **Your** complaint will be carried out at a senior level and a final decision given.

Telephone: **0330 024 9852**
Email: complaints@sabre.co.uk

Step 2

Refer **Your** complaint to the Financial Ombudsman Service at the address below:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR

Telephone number: **0800 023 4567**
Website: http://www.financial-ombudsman.org.uk

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

You are covered by the Financial Services Compensation Scheme (FSCS) and may be entitled to compensation from the scheme if **We** cannot meet **Our** financial obligations. This depends on the type of insurance **You** have and the circumstances of **Your** claim. Further information about compensation scheme arrangements is available from the FSCS by visiting the FSCS website at https://fscs.org.uk or by phoning **0800 678 1100** or writing to:

Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

DATA PROTECTION

We are governed by the Data Protection Act (DPA) and the General Data Protection Regulation (GDPR), legislation which is applicable to the **United Kingdom**. Under this legislation **We** have to advise **You** how **We** may use **Your** details and tell **You** about the systems that **We** have in place to detect and prevent fraudulent applications and claims.

Information **You** supply may be used by **Us**, **Our** associated companies and **Agents**, by reinsurers and **Your Intermediary** for the purposes of administering **Your Policy**. This information may be disclosed to other regulatory bodies for the purposes of monitoring and/or enforcing **Our** compliance with any regulatory rules or codes.

Your information may also be used for offering **Renewal**, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In order to assess the terms of the insurance contract or administer claims that arise, **We** may need to collect data that the DPA and GDPR define as sensitive (such as driving licence information, medical history or criminal convictions). In assessing, investigating, handling and administering any claims made, **We**, or **Our Agents** or investigators appointed by **Us** to assist in the processing of any claim **You** have presented may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy or repossessions) and DVLA. These checks may also be carried out at the new business and/or **Renewal** stage. Credit checks may also be carried out to understand **Your** ability to meet the cost of insurance premiums. **We** may review certain personal data and sensitive personal data about **You** and also the driver of **Your Vehicle** who was involved in the incident giving rise to the claim, if different. Such personal data and sensitive personal data may include names, addresses, telephone numbers, occupations, genders, dates of birth, driving licence details, details of any relevant accidents (including details of medical histories), details of thefts and details of criminal convictions or **Endorsements**. This information may also be used for the purposes of crime prevention in connection with claims, (e.g. the prevention of theft and/or fraud), assessing liability in respect of claims and to ensure that claims have been properly represented.

Information may also be shared with other insurers either directly or via those acting for **Us** (such as loss adjusters or investigators). **You** should show this notice to any driver covered or proposed to be covered under this **Policy**. By purchasing this **Policy You** signify **Your** explicit consent and the explicit consent of all relevant drivers to such information being processed by **Us** and **Our Agents** and investigators for the purposes set out above. With limited exceptions, **You** and any relevant third party noted in this paragraph have the right to access and, if necessary, rectify information held about **You**. **Our** full privacy **Policy** can be found at https://sabre.co.uk/privacy-**Policy**.

FRAUD PREVENTION

Fraudulent claims are a serious problem for insurers and any costs arising from such activity are inevitably passed on to honest **Policyholders**. In order to protect **Your** interests and the interests of the vast majority of **Our Policyholders**, **We** fully investigate all claims, and where fraud is detected, **We** report to the authorities under the Proceeds of Crime Act 2022 (POCA).

Insurers pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, run by Motor Insurers' Bureau (MIB). The aim is to help insurers to check the information provided and also to prevent fraudulent claims. When **Your** request for insurance is dealt with, the registers will be searched. Under the conditions of **Your Policy**, **We** must be told about any incident (such as an accident or theft) that may or may not give rise to a claim. In the event of a claim the information **You** supply together with any other information

relating to the claim, will be put on the register and made available to participants. It is **Our** practice to co-operate fully with the Police authorities in the detection and prosecution of those involved in fraud.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities.
- managing credit and credit related accounts or facilities & recovering debt.
- checking details on proposals and claims for all types of insurance.
- checking details of job applicants and employees.

Please contact **Us** on **0330 024 4773** if **You** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

You may report information confidentially in respect of bogus/fraudulent claims to the Cheatline on **0800 422 0421**. The Cheatline is manned 24 hours a day. Alternatively, fraud can be reported online to the Insurance Fraud Bureau (IFB) at https://www.insurancefraudbureau.org. All information can be reported anonymously and will be treated in the strictest confidence. The Cheatline is manned by experienced fraud investigators who may share the information with other interested parties such as the insurer concerned (if known). Savings obtained from information provided to the Cheatline will help to reduce insurance premiums. More information can be provided if requested.

MOTOR INSURANCE DATABASE

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

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

If **You** are involved in a road traffic accident, (either in the UK, the EEA or certain other territories), Insurers and/or the MIB may search the MID to obtain relevant information. Persons (including appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds **Your** correct registration number. If it is incorrectly shown on the MID **You** are at risk of having **Your Vehicle** seized by the Police. **You** can check that **Your** correct registration number details are shown on the MID at http://askmid.com.

DVLA – MY LICENCE

By providing **Your** Driving Licence Number when obtaining insurance, **You** are consenting to **Us** checking the DVLA register for details of **Your** driving history and motoring convictions. This does not remove the responsibility upon **You** to provide details of convictions etc. **You** can check the information held by the DVLA about **You** by visiting their website https://www.gov.uk/view-driving-licence.