

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 **Proposal form** or **Statement of Fact, Certificate of Motor Insurance** and **Schedule**. Please keep all documents safe.

IMPORTANT CHANGES

This is a legally binding contract of **indemnity** between **you** and **us.** Under the terms of the Consumer Insurance (Disclosure and Representations) Act 2012, it is **your** responsibility to take reasonable care to supply complete and accurate information when **you** take out **your policy**, throughout the life of **your policy** and when **you** renew **your policy**.

You should always keep **us** informed of any changes that may affect **your** insurance by advising **your** insurance broker. Examples of changes that may affect **your** cover are:

Accidents (fault of non-fault), thefts (of or from the **vehicle**), convictions (motoring or criminal), 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 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 will mean that the 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. We reserve the right to decline any proposal or apply special terms.

You understand that any information declared on the **proposal form** or **statement of fact**, 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 **proposal form** or **statement of fact** 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 **proposal form** or **statement of fact** (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**.

CHOICE OF LAW

This contract shall be subject to the law of England and Wales unless **you** are a resident of Scotland, Northern Ireland, the Channel Islands 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 1306 747447

Email: <u>claims@sabre.co.uk</u>

Website: http://sabre.co.uk/claims/make-a-claim

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DEFINITIONS

Approved Repairer - A facility approved by us for the repair, damage assessment and/or storage of your vehicle.

Certificate of Motor Insurance - Evidence of the existence of motor insurance as required by Road Traffic Law.

Courtesy Car - A small vehicle provided by an Approved Repairer for use while your own vehicle is being repaired.

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 **your 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.

Great Britain - United Kingdom of Great Britain & Northern Ireland.

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.

Insurance agent/intermediary – The agent or intermediary who placed your insurance with us, is acting on your behalf as agent and 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.

Motor vehicle/motor car/vehicle – A mechanically propelled **vehicle** as defined in Section 185 of the RTA which does not exceed 3000kg if designed solely for the carriage of passengers and their effects or if constructed or adapted for use for the conveyance of goods, **excluding** vans or commercial **vehicles** exceeding 3000 kg, invalid carriages, motor cycles, tractors and **trailers**.

No Claims Bonus (NCB)/No Claims Discount (NCD) – is a count of the number of years in which you have not made a claim on your motor vehicle insurance policy. The more years of No Claims Bonus you acquire, the more significant the discount is on your premium.

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

Policy - The contract of insurance between the insurer, us, and the policyholder, you.

Policyholder – The person in whose name the insurance **policy** is held.

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

Road Traffic Law - The law which governs the driving or use of any **motor 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.

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 legally married partner.

Telematics and Telematics Dashboard (where applicable) - Electronic equipment professionally fitted to **your vehicle** or an enabled smartphone app which records and transmits **vehicle** data to **us**. **Your** personal online login area which displays information based on **your** driving behaviour and includes **your** Statement of Insurance along with other important documents.

Trailer - Any trailer or caravan (other than a disabled mechanically propelled vehicle) that is attached to the insured vehicle.

We/us/our - Sabre Insurance Company Limited.

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

Your vehicle/insured vehicle – The vehicle shown on the Motor Proposal form, Statement of Fact, Certificate of Motor Insurance and Schedule. Permanently fitted accessories (excluding in-car entertainment, communication or navigation equipment) are included in this definition.

LEVEL OF COVER

Comprehensive Cover – Sections A, B, C, D, E, G, H

Third Party, Fire & Theft Cover - Sections B, C, D, E, G, H

Third Party Only Cover - Sections C, D, E, G, H

Section F (Telematics) may also apply if stated in your Schedule

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 vehicle value per the table below:

Vehicle Value					
Driver Age	£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 or replacement of your vehicle or paying in cash the amount of the loss or damage. The maximum amount payable will be the market value or declared value, whichever is the lower.
- pay the reasonable costs of moving your vehicle to the nearest repairer and returning it after repair to your address in Great Britain, Northern Ireland, The Isle of Man or the Channel Islands.

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 to the Hire Purchase or leasing company, the balance will be paid to **you** directly.

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.

In-car entertainment equipment and satellite navigation systems

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

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 his or her 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.
- 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) dash cams or other recording devices.
- d) money, stamps, tickets, documents or securities.
- 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.

For windscreen replacement an **excess** of £75 will apply to each glass panel. Where the replacement is carried out by **our** approved windscreen repairers, cover is unlimited, but if carried out by an unapproved repairer cover is limited to £150 (before deduction of the £75 **excess**). For windscreen repair an **excess** of £15 will apply to each claim.

We do not cover replacement of or repair to sunroofs or glass roofs under this section of the **Policy**. 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 charge according to age and vehicle value per the table below:

Vehicle Value					
Driver Age	£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.
- settle your claim by repair your vehicle or paying in cash the amount of the loss or damage. The maximum amount payable will be the market value or declared value, whichever is the lower.
- we will pay the reasonable costs of moving your vehicle to the nearest repairer and returning it after repair to your address in Great Britain, Northern Ireland, The Isle of Man or the Channel Islands.

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 to the Hire Purchase or leasing company, the balance will be paid to **you** directly.

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.

2) Additional benefits for Comprehensive policies

In-car entertainment equipment and satellite navigation systems

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

EXCEPTIONS TO SECTIONS A & B

What we do NOT cover

We shall not be liable for:-

- a) general wear and tear or depreciation.
- mechanical, electrical, or electronic breakdowns or failures, or equipment and computer malfunction.
- c) damage to tyres by braking, punctures, cuts or bursts.
- d) loss of the **vehicle** due to deception.
- e) damage by frost.
- f) loss of use or any losses not directly associated with the incident that caused you to claim.
- g) reduction in value after repair.
- damages or losses arising from repairs not on a road or other public place.
- loss of or damage to aftermarket in-car entertainment equipment or satellite navigation systems which includes radios, tape and CD/DVD playing equipment, televisions, game consoles and screens. A maximum contribution of £150 will be paid towards the replacement of such equipment.
- j) 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:
 - your vehicle has not been secured by means of the door and boot locks.
 - 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.
- that part of the cost of any repair or replacement, which improves your vehicle beyond its condition immediately before the loss or damage occurred.
- a greater sum than the manufacturers last published list price for the replacement of any spare part or accessory lost or damaged.
- m) 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 any other person known to you, unless you can prove that the driver intended to permanently deprive you of your vehicle.
- any amount in excess of £250 relating to sign writing, advertisements, logos or specialised artwork.

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 categories 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.
- anyone covered by your Certificate of Motor Insurance who you authorise to drive or use your vehicle.
- at your request any person using (but not driving) your vehicle with your permission for social, domestic and pleasure purposes.
- 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.
- the legal personal representative of any deceased person covered by this section.

We will pay any emergency treatment fees as required by the current Road Traffic Act. A payment in respect of emergency treatment will not affect the allowance of **No Claim Discount** (Section E).

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 £25,000,000 inclusive of all costs for any one claim or series of claims arising from one event causing loss of or damage to property.
- b) 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.
- c) damage to property owned by or held in trust by or in the custody or control of any person claiming **indemnity** under this section.
- any damage to any vehicle in connection with which indemnity is provided by this section or any consequential arising from such damage.
- e) liability covered by any other policy of insurance.
- f) 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.
- g) 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.
- h) 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.
- any liability in respect of death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with:
 - the bringing of the load to the **vehicle** for loading thereon or
 - ii. the taking away of the load from the **vehicle** after unloading.
- j) 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**.
- death or bodily injury to the person driving or in charge of the insured vehicle or to any person being carried in or on, getting onto or off, a trailer or vehicle being towed.
- legal liability when a trailer or broken-down vehicle is being towed for profit.
- 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.
- any claim resulting from carrying, preparing, selling or supplying of any goods, food or drink from the **insured** 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 insurance intermediary or us of your intention to travel.

- 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.
 - we will also indemnify you following a valid claim under Section A or B of the Policy against:
 - the reasonable cost of delivery of your vehicle to you or to your home in Great Britain, Northern Ireland, The Isle of Man or the Channel Islands 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 **Great Britain**, Northern Ireland, The Isle of Man or the Channel Islands.
- 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 main home is Great Britain, Northern Ireland, the Isle of Man or the Channel Islands then this Policy will provide you with cover for foreign use to a maximum of 28 days in total within the Policy period.
- 5) You must pay any additional premium that may be required.

SECTION E - No Claims Discount

No Claim Discount - If no claim is made or arises under this **Policy** during any one year of insurance **your** renewal premium will be reduced 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.

<u>Protected No Claim Discount</u> - Where it is stated in the **schedule** that **Endorsement** 11 is applicable, any entitlement shall be maintained provided that not more than two claims have arisen in any five consecutive years.

SECTION F - Telematics

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

1) Telematics

Where it is a condition of the **Policy** that a **telematic** device is fitted or smartphone app enabled, it is **your** responsibility to ensure that any party who has an interest in the ownership of **your vehicle** (such as **your partner** or a hire purchase company) has agreed that a device can be installed or enabled. If a box is to be installed this must take place within 28 days of cover commencing. If a smartphone app is being used this must be enabled and registered within 15 days of

cover commencing. Failure to comply with this condition will result in the ${f Policy}$ being cancelled.

The **telematic** device or smartphone app must remain switched on and in use at all times to allow **us** to monitor driving performance and consider whether **your** premium should be adjusted. Premiums may go up or down, dependent upon driving behaviour.

Box installation will be carried out by an approved network service. **You** will be required to present the following original documentation to the engineer at the time of installation.

- a) Proof of **your no claim discount** (if applicable)
- Vehicle Registration Document (V5/log book). If you have recently purchased the vehicle and the V5 has not been received then the New Vehicle Supplement will suffice.
- c) Driving licence or both sides of photocard for all drivers to be insured. Certificates confirming **you** have passed a driving test will not be sufficient.

Photographs of the $\mbox{{\bf vehicle}}$ to be insured will be taken at the time of installation.

Enablement and registration of smartphone apps will need to be carried out by **you** and any named drivers. **Your Policy** may be cancelled if the documentation required is not uploaded within 15 days of cover commencing.

The box has tamper-proof controls and attack safeguards. If the intelligent alert system is triggered it will notify the suppliers of any unauthorised tampering. An investigation will be initiated and a physical inspection by an engineer will be required. Any unauthorised tampering will invalidate the insurance cover provided and **your Policy** may be cancelled.

A fee may be payable for installation and removal of a box. Full details of any fees or charges will have been provided at the time of purchase of this **Policy**. Where a device has been fitted and the **Policy** is cancelled the device will be disabled or removed. This will be carried out by an engineer from **our** approved network service. If **you** sell **your vehicle you** are obliged to notify the new owner if a **telematic** device has been installed. If **you** change **your vehicle** a **telematic** device must be installed or enabled in the new **vehicle** being insured.

If an extreme driving event is observed **you** may be charged an additional premium. Full details of any fees or charges will have been provided at the time of purchase of this **Policy**. If further instances of extreme driving are observed, **we** reserve the right to cancel **your Policy**. Written notification will be sent to **you** in advance of any cancellation.

The previous year's actual driving behaviour will be used in the calculation of the renewal premium. Where the actual driving behaviour is known to **us**, following the expiry of a **Policy** where it was a condition to have a **telematics** device installed, it will be applied to any future policies where **we** are the Insurer.

2) Use of telematics data

It is important that **you** read this section and understand how **we** will use the data collected by the device. By proceeding with the application for insurance **you** are consenting to the use of the data to assess **your** driving behaviour and adjust **your** premium accordingly. This policy wording must be shown to any named driver on **your** insurance **Policy** so they are aware that their driving will be monitored. **We** and **our** appointed agents will process this data securely.

From the date of installation and registration **we** will use the **telematic** device to capture data from **your vehicle**. An electronic data feed will translate the GPS coordinates from the device to provide information, such as road type, road surface and speed limit of the road **you** are driving on at any specific time. This will enable **us** to build a profile of **your** driving behaviour.

 $\mbox{\bf We}$ and those acting on $\mbox{\bf our}$ behalf will use the data from the devices to:

- provide you with data via your Dashboard portal relating to your driving behaviour.
- calculate your premiums based upon actual vehicle usage and driving behaviour.
- provide further clarification as to the circumstance of a claim if you make a claim under the Policy.

Your information will continue to be used for the purposes outlined above once **your Policy** ends, until the **telematic** device is disabled. Data collected by the **telematic** device may be disclosed to third parties with **your** permission in the following circumstances:

- if required for installation, servicing or if the device needs to be disabled.
- where there is a requirement by law to disclose such information.

3) Mid term adjustments on telematic policies

If the **vehicle** covered under this **Policy** is deemed to be a total loss and the **vehicle** is immediately replaced, no return of premium will be given and an additional premium may be required for the remaining portion of the **Policy**. No return of premium will be given for any subsequent policy adjustments for the remaining portion of the **Policy**.

SECTION G - 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.
- driven by or in the custody or control of a person not complying with the terms or limitations of the driving licence held.
- used for purposes not permitted by the Certificate of Motor Insurance.
- d) 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 failing to supply specimens of breath, urine or blood) 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.
- e) driven by you or any person, should it be proved 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 Act.

2) Contractual liability exclusion

This **Policy** does not provide cover for any liability, which attaches because of an agreement but which would not have attached in the absence of 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) 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, and
- 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.
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

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 in any rallies or as a result of racing formally or informally against another motorist, "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 **Great Britain**, Northern Ireland, The Isle of Man or the Channel Islands.

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 **Great Britain**, Northern Ireland, The Isle of Man or the Channel Islands.

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 **Great Britain**, Northern Ireland, The Isle of Man or the Channel Islands 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.
- 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** car or failing to keep the correct amount of lubricant in **your** car or loss or damage to the car 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:

- 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.

SECTION H - General Conditions

1) Geographic limits

This **Policy** applies:

- a) within the territorial limits of Great Britain, Northern Ireland, The Isle of Man and the Channel Islands or in transit by sea or rail between these places, including loading and unloading.
- b) elsewhere as described in Section D Foreign use.

2) Duties of the Policyholder and prevention of fraud

a) Duties of the Policyholder

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

- any person claiming indemnity has complied with all its terms, conditions and endorsements.
- the information given in the proposal form or statement of fact 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.

 you give immediate notice to us in writing of any important change to the information provided on the proposal form or statement of fact or other information supplied by you or on your behalf, which is incorporated herein as the basis of the contract.

For examples of important changes refer to the section entitled **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**:

- provides us with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance.
- 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 agent.

We may:

- 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**
- 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. 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 2002.

c) Claims Fraud

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

- 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. 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.
- iv. 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 2002.

3) 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 agent.
- You can complete our online form which can be found on our website https://sabre.co.uk/claims/make-a-claim.
- You can write to us.
- You an email us at claims@sabre.co.uk.
- You can send us a fax on 0330 024 4701.

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**.

4) Conduct of claims/subrogation

Except with **our** written consent, no admission, offer, promise, payment or **indemnity** shall be made by **you** or any person (or on behalf of any person) claiming **indemnity** under 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**.

5) <u>Electronic Service</u>

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).

6) Contribution

If at any time a claim arises under this **Policy** where there is another insurance policy covering the same loss, damage or liability, **we** will only pay the proportionate amount of the claim.

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.
- 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 agent** 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**.

9) 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, in writing, returning all policy documentation. This right does not apply if you have made an adjustment to your Policy. The charges for cancellation for this reason are shown below:

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

If the $\boldsymbol{vehicle}$ covered under the \boldsymbol{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** in writing at any time by notifying **us** or **your intermediary** 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 agent may cancel the **Policy** by giving seven days' notice in writing, via post or 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 the insurer 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.

Should the **vehicle** covered under this **Policy** be sold and not replaced immediately, **you** must notify **us** or **your intermediary** in writing, 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.

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
12 month policy	Pro-rata based on 365 days cover	0	£50 + IPT

ENDORSEMENTS - Only applicable if stated in the Schedule

2 - In-car entertainment and navigation equipment

The **indemnity** provided under Sections A and B of this **Policy** in respect of any in-car 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-car 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 the Insurer 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 of our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all of 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 would 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 $\boldsymbol{\mathsf{us}}$

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.

Step 2

Refer \boldsymbol{your} complaint to the Financial Ombudsman Service.

Online dispute resolution

If **you** have already contacted **us** and **we** have not resolved **your** complaint to **your** satisfaction, **you** may wish to use the European Commission's Online Dispute Resolution service, https://ec.europa.eu/consumers/odr/main. This is an online portal designed to help consumers who have bought goods or services online to conduct dispute resolution, in any of the official languages of the European Union, which will then be forwarded to the Financial Ombudsman Service.

Alternatively, **you** may wish to contact the Financial Ombudsman Service directly at the address below:

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

From landlines call: 0800 023 4567 From mobiles call: 0300 123 9123

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. 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 2002 (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. **You** can check the information held by the DVLA about **you** by visiting their website https://www.gov.uk/view-driving-licence.

SABRE INSURANCE COMPANY LIMITED

Registered in England Number 2387080.
Registered Office: Sabre House, 150 South Street, Dorking, Surrey RH4 2YY
Authorised by the Prudential Regulation Authority and regulated by the Financial
Conduct Authority and Prudential Regulation Authority

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