



## Policy wording for Commercial Vehicle

**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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## Commercial Vehicle Policy of Insurance

### SPECIAL NOTICES

#### CLAIM NOTIFICATION

To ensure that you receive the best possible service we ask you to report all accidents, thefts or other losses using the **SABRE** Helpline or any alternative Helpline service provided by your agent. 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.

#### IMPORTANT CHANGES

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. Your policy is based on the information you gave at inception. It is essential that you tell us straight away about changes which may influence the Insurer's acceptance or assessment of the risk. Failure to notify the Insurer means that the Policy may not operate to protect you. Such changes could include the following:

- |   |  |
|---|--|
| * accidents (fault or non fault)                            | * thefts (of or from the vehicle)              |
| * convictions (motoring or criminal)                        | * disqualifications                            |
| * policyholder's address                                    | * health matters                               |
| * make & model of vehicle                                   | * use of vehicle                               |
| * occupation (full or part time)                            | * drivers                                      |
| * annual mileage  | * type of driving licence and date test passed |
| * vehicle modifications (cosmetic or performance enhancing) |  |

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. The Insurer reserves the right to decline any proposal or apply special terms.

#### 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, run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). 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, the insurer 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 **0844 742 1090** 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 [www.insurancefraudbureau.org](http://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.

#### DATA PROTECTION

For the purposes of the Data protection Act 1998, the Data Controller in relation to any personal data you supply is Sabre Insurance Company Ltd. Information you supply may be used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and your intermediary. It may be disclosed to other regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/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 assessing any claims made, the insurer or its agent may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy or repossessions) and DVLA. These checks may also be carried out at the new business and/or renewal stage. Information may also be shared with other insurers either directly or via those acting for the insurers (such as loss adjusters or investigators). In order to assess the terms of the insurance contract or administer claims that arise, the insurer may need to collect data that the Data Protection Act defines as sensitive (such as driving licence information, medical history or criminal convictions). You should show this notice to any driver covered or proposed to be covered under this policy. By purchasing this policy you signify your consent on behalf of all drivers to such information being processed by the insurer and their agents. With limited exceptions, you have the right to access and if necessary rectify information held about you.

#### 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 [www.askmid.com](http://www.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 [www.gov.uk/view-driving-licence](http://www.gov.uk/view-driving-licence)

#### OPERATIVE SECTIONS:

**Comprehensive Cover - All Sections**

**Third Party, Fire and Theft Cover - A1, A2, B1 – B2, B4 – B7, B13, C1 – C19, D1 – D10**

**Third Party Only Cover – A1, A2, B1, B5 – B7, C1 – C19, D1 – D10**

#### A1 THE POLICY

The policy is a contract of indemnity between Sabre Insurance Company Ltd and the Policyholder.

Named as the Policyholder in the Schedule you have, by a proposal or statement of insurance (which shall incorporate all relevant information provided) and declaration, entered into a Contract of Insurance with the Insurer. You have paid or agreed to pay the premium for the period stated in the Schedule.

Sabre agrees to provide insurance on the basis outlined in this document and the accompanying schedule subject to the terms, conditions and exceptions under the policy.

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



Director  
(Authorised Signatory)

## CHOICE OF LAW

The law of England and Wales will apply to this contract unless:

- 1) You and the Insurer agree otherwise; or
- 2) At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contract) the law of the country will apply.

## A2 DEFINITIONS

### 1. Certificate of Motor Insurance

Evidence of the existence of motor insurance as required by the current Road Traffic Act.

### 2. Schedule

The Schedule should be read in conjunction with the Policy. It provides details of you, the Insurer, the vehicle, cover, endorsements, premium and excesses where applicable.

### 3. Your vehicle

- (a) Any motor vehicle, the details of which have been supplied to the Insurer or any agent acting with the Insurer's authority and for which a Certificate of Motor Insurance has been issued under this Policy.
- (b) Permanently fitted accessories or spare parts when kept in or on such a vehicle, or in your private garage.

### 4. Period of Insurance

The duration of this Policy as shown in the Schedule and any further period for which the Insurer accepts your premium.

### 5. Indemnity

A 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.

### 6. Excess

The first amount of any claim for loss of or damage to your vehicle which you must pay.

### 7. Spouse/Civil Partner

Your legally married partner.

### 8. Great Britain

United Kingdom of Great Britain & Northern Ireland.

### 9. 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 headed ENDORSEMENTS.

### 10. You/Your

The person shown as the Policyholder in the Schedule.

### 11. Hazardous Goods

The term hazardous goods means those detailed in:

- (a) The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992
- (b) The Carriage of Dangerous Goods (Classification Packaging and Labelling) and Use of Transportable Pressure Receptacles Regulations 1996
- (c) The Carriage of Explosives by Road Regulations 1996
- (d) The Approved List of Dangerous Substances as published by the Health and Safety Executive and any other legislation of similar intent (including subsequent legislation) if applicable

### 12. Trailer

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

### 13. 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 and all related and subsequent legislation.

### 14. Telematics (where applicable)

Electronic equipment professionally fitted to your vehicle or an enabled smartphone app which records and transmits vehicle data to the insurer.

### 15. Telematics Dashboard (where applicable)

Your personal online login area which displays information based on your driving behaviour and includes your Statement of Insurance along with other important documents.

## SCOPE OF COVER

### B1 THIRD PARTY LIABILITY

1. 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 any motor vehicle permitted by your Certificate of Motor Insurance issued under this Policy or any trailer or caravan attached to, and/or being towed by, the insured vehicle, the Insurer will indemnify the following persons:

- (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.

2. The Insurer 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 B7).

3. You must notify the Insurer of any coroner's inquest, fatal accident enquiry or other court proceedings following any incident which might involve legal liability. The Insurer will then decide whether to meet any legal fees for representation.

### EXCEPTIONS

The Insurer 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
- (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
- (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:
  - (1) the bringing of the load to the vehicle for loading thereon or
  - (2) 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 or to any person being carried in or on, getting onto or off, a trailer or vehicle being towed
- (k) legal liability when a trailer or broken-down vehicle is being towed for profit
- (l) liability for death or injury to any employee of the person insured arising during the course of their employment except where by insurance law
- (m) any claim resulting from carrying, preparing, selling or supplying of any goods, food or drink from the insured vehicle
- (n) liability for death, injury or damage resulting from the insured vehicle, or of machinery attached to it, being used as a tool of trade

**B2 LOSS OF OR DAMAGE TO THE INSURED VEHICLE BY FIRE OR THEFT**

The Insurer will indemnify you in respect of loss of or damage to your vehicle caused by fire, explosion, theft or attempted theft other than the excess specified in the Schedule.

In the event of a claim under Section B2, you shall be additionally liable for the excess specified below if, at the time of the loss, the vehicle is or was last in the custody or control of an insured person who is aged:

Vehicle Value				
Driver Age	£101 to £200	£201 to £300	£301 to £500	£501 to £150,000
17 -24 inclusive	£50	£100	£150	£200

**B3 LOSS OF OR DAMAGE TO THE INSURED VEHICLE OTHER THAN BY FIRE AND THEFT (COMPREHENSIVE POLICIES ONLY)**

The Insurer will indemnify you against loss of, or damage to, your vehicle caused by accidental or malicious acts other than the excess specified in the Schedule.

In the event of a claim under Section B3, you shall be additionally liable for the excess specified below if, at the time of the loss or damage, the vehicle is or was last in the custody or control of an insured person who is aged:

Vehicle Value				
Driver Age	£101 to £200	£201 to £300	£301 to £500	£501 to £150,000
17 -24 inclusive	£50	£100	£150	£200

**EXCEPTIONS to B2 & B3**

The Insurer shall not be liable for:-

- wear and tear or depreciation
- mechanical, electrical, or electronic breakdowns or failures, or equipment and computer malfunction
- damage to tyres by braking, punctures, cuts or bursts
- loss of the vehicle due to deception
- damage by frost
- loss of use or any losses not directly associated with the incident that caused you to claim
- reduction in value after repair
- loss of or damage to in-car entertainment equipment which includes radios, tape and CD/DVD playing equipment, satellite navigation systems, telephones, televisions, game consoles and screens unless permanently fitted to the vehicle by the manufacturer
- any amount in excess of £150 in respect of loss of or damage to any permanently fitted in-car entertainment as defined in exception 8 above
- loss of or damage to your vehicle or anything contained therein whilst left unattended arising from theft or attempted theft when:
  - 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
  - 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
- 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
- failure or inability of any equipment or any computer program to recognise, correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date
- 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

**B4 REPAIRS COVERED BY SECTION B2 OR B3 OF THE POLICY**

- The Insurer will pay the reasonable costs of protecting your vehicle or removing it to a place of safe storage.
- The Insurer has 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.
- In the event of repair the Insurer 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 the Insurer decides 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.
- The Insurer may use warranted replacement parts, which are not supplied by the manufacturer of your vehicle.

**B5 FOREIGN USE**

- The Insurer will provide compulsory minimum insurance required 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).
- In addition, subject to the Insurer's consent:
  - full Policy cover 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
  - the Insurer will also indemnify you following a valid claim under Section B2 and Section B3 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
    - 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 in Section 1 above you must tell us before you travel. Subject to the insurer's consent a Green card will be issued and full policy cover will be provided. You must pay any additional premium that may be required.
- 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.

**B6 VEHICLE SHARING**

The receipt of financial contributions as part of a vehicle-sharing arrangement for social or similar purposes in respect of the carriage of passengers will not be regarded as the carriage of passengers for hire or reward (or the use of the vehicle for hiring) provided that:

- the vehicle is not constructed or adapted to carry more than seven passengers (excluding the driver)
- the passengers are not being carried in the course of a business of carrying passengers
- the total contributions received for the journey do not involve an element of profit.

**B7 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.

**B8 MEDICAL EXPENSES**

The Insurer will pay medical expenses incurred up to £100 for each occupant injured in an accident involving your vehicle.

**B9 PERSONAL EFFECTS**

The Insurer 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. The Insurer will not be liable for:

- mobile telephones
- portable satellite navigation systems
- money, stamps, tickets, documents or securities
- tools, goods or samples carried in connection with any business or trade
- property covered under any other insurance policy

#### **B10 WINDOW BREAKAGE**

The Insurer 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. The insurer will not be liable for damage to sunroofs or glass roofs under this section of the policy.

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

For windscreen repair an excess of £15 will apply to each claim.

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

#### **B11 PERSONAL ACCIDENT INSURANCE**

If you and/or your spouse/civil partner suffer accidental injury while driving or travelling as a passenger in any vehicle covered under the Policy, the Insurer will pay £5000 if the injury, within three months of the date of the accident, solely and directly results in:

- (a) death
- (b) total and permanent loss of sight in one or both eyes
- (c) loss of any limb.

The maximum payable to any one person is £5000. Payment will be made to the injured person or to his or her legal representative.

This benefit will not be payable:

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

#### **B13 IMPORTED VEHICLES**

If your vehicle is defined by the Department of Transport and DVLA as a "personal import" or "very low volume" import and was imported from outside the European Union, insurance is provided on the understanding that the vehicle conforms with the type approval regulations defined by the DVLA effective at the time of importation to the United Kingdom. The following restrictions apply to cover:

- (a) in the event of your vehicle being damaged beyond economical repair, or following theft where your vehicle is not recovered, the basis of settlement of any claim under Section B2 or Section B3 of this policy will be the market value of your vehicle in the United Kingdom at the time of the loss or damage. The amount payable will not exceed the amount shown on the purchase receipt for the vehicle or the declared value, whichever is the lower.

#### **GENERAL EXCLUSIONS**

##### **C1 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) driven by you or any person authorised by you to drive your vehicle, should it be proved to the satisfaction of the Insurer 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

##### **C2 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.

##### **C3 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.

##### **C4 RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLY EXCLUSION**

This Policy does not provide cover for:

1. 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:
- (a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

##### **C5 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 car.

##### **C6 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.

##### **C8 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.

##### **C9 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 the Insurer has agreed to extend cover under the Policy to include such foreign use.

##### **C10 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.

##### **C11 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.

##### **C12 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.

### **C13 TOWING**

This Policy does not provide any cover when the vehicle is towing for hire or reward any caravan, trailer or disabled mechanically propelled vehicle.

### **C14 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.

### **C15 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.

### **C16 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.

### **C17 MALICIOUS DAMAGE**

This Policy does not cover loss or damage caused maliciously or deliberately by any person employed by you or driving your vehicle with your permission or agreement.

### **C18 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

### **C19 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. The Insurer will not be liable for the cost of importation of any necessary part or accessory into the United Kingdom.

## **CONDITIONS**

### **D1 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 B5 FOREIGN USE.

### **D2 DUTIES OF THE POLICYHOLDER**

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

- (a) any person claiming indemnity has complied with all its terms, conditions and endorsements
- (b) the information given in the Proposal / Statement of Insurance and declaration is complete and correct to the best of your knowledge and belief
- (c) you or any person named on the Certificate of Motor Insurance has taken all reasonable steps to safeguard your vehicle from loss or damage
- (d) you maintain your vehicle in an efficient roadworthy condition and the Insurer upon request, is granted the right to examine your vehicle and its accessories and to access and copy any data records retained within the vehicle
- (e) you give immediate notice to the Insurer in writing of any important change to the information provided on the proposal form 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.

This condition applies to information relating to you and any driver covered by this insurance.

### **D3 CLAIM NOTIFICATION AND CO-OPERATION**

The Insurer must be notified as soon as reasonably possible following any loss, damage or accident, which might give rise to a claim under the Policy. You are encouraged to utilise the Insurer's helpline number **0800 243071** or any other helpline operated by your agent. Notification can also be made by letter, claim form, telephone or fax. Fax notification should be made using the Insurer's fax number **0844 387 3286**.

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

You and any other person claiming indemnity must provide the Insurer with all information and assistance necessary to investigate and settle claims made under this Policy.

### **D4 CONDUCT OF CLAIMS/SUBROGATION**

Except with the Insurer's 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.

The Insurer shall be entitled to conduct the defence or settlement of any claim and to instruct the solicitors of their choice to act for you in any proceedings. In circumstances where it is considered appropriate to do so the Insurers 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.

### **D5 CANCELLATION**

You may cancel the Policy in writing at any time providing you return all Certificates of Motor Insurance. In accordance with The Motor Vehicles Order 2010 (Electronic Communication of Certificates of Insurance), you are authorised to notify the insurer or intermediary acting on its behalf, via email, of your intention to cancel the policy, acknowledging that the Certificate of Insurance has ceased to have effect from the appropriate time and date. Subject to no claim arising in the current period of insurance, the Insurer will give a return of premium for the unexpired portion of the Policy.

The Insurer or its authorised agent may cancel the Policy by giving seven days notice in writing to your last known address and subject to no claim arising in the current period of insurance, the Insurer will give a return of premium for the unexpired portion of the Policy.

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 insurer will give a full return of premium subject to a small time on risk charge unless the vehicle covered under the Policy is deemed to be a total loss by the insurer when there is no return of premium.

If the vehicle covered under this Policy is deemed to be a total loss and is not replaced immediately, the Policy will be cancelled and there will be no return of premium for the unexpired portion of the Policy. If 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.

Should the vehicle covered under this policy be sold and not replaced immediately, you must notify the Insurer in writing, returning the Certificate of Motor Insurance, who will cancel the Policy. Provided you have not made a claim or been involved in an accident or loss, regardless of blame, in the current period of insurance, the Insurer will give a return of premium for the unexpired portion of the Policy.

### **D6 CONTRIBUTION**

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

### **D7 AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY**

If the Insurer is 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 the Insurer would not otherwise be liable to pay had the law not existed, the Insurer shall be entitled to recover such payments (including the legal costs of reasonably defending the claim) they make from you if you:

- (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.

#### **D8 FRAUDULENT CLAIMS**

Should you make any claim, or a statement in connection with any claim, knowing it to be false or fraudulent in any respect, the Policy shall become null and void and all claims shall be forfeited.

It is the Insurer's 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.

#### **D9 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 policy being cancelled.

The telematic device 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. 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, including driving behaviour adjustments, for the remaining portion of the Policy.

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)
- (b) 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 (including the counterpart, if a photocard licence) for all drivers to be insured. Certificates confirming you have passed a driving test will not be sufficient.

Photographs of the vehicle to be insured will be taken at the time of installation.

Enablement and registration of a 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 28 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 would 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.

#### **D10 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 behavior.

We and those acting on 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:

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

#### **D11 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.

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

##### **8 ACCIDENTAL AND MALICIOUS DAMAGE, FIRE AND THEFT EXCESS**

In respect of each and every occurrence the Insurer shall not be liable under Section B2 and Section B3 for the first amount specified on the Schedule. The sum specified shall be in addition to any other amount for which the Insurer is not liable under the Policy.

##### **9 ANTI THEFT DEVICE**

The Insurer 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 B7 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 the Insurer shall not be liable under Section B2 for the first amount specified on the Schedule. The sum specified shall be in addition to any other amount for which the Insurer is not liable under the Policy.



## COMPLAINT ENQUIRY

### Insurance Complaint

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 will 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 leaflet 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.

#### Step 2

- **Refer your complaint to the Financial Ombudsman Service**

If after making a complaint to us you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the FOS at:

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

**From landlines call: 0800 023 4567**

**From mobiles call: 0300 123 9 123**

### 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 [www.fscs.org.uk](http://www.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**

### 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

**November 2014 (N)**