



Private Car Policy of Insurance

SPECIAL NOTICES

ACCIDENT? IMMEDIATE REPORT REQUIRED

Changes in the law designed to speed up the handling of claims by Insurers and Solicitors are now effective. It is now more important than ever for accidents to be reported promptly. In order to ensure that your position is fully protected we strongly encourage you to use the SABRE Helpline or indeed any alternative Helpline service provided by your broker or intermediary. Of equal importance is to ensure that any correspondence you receive is sent either to us or your broker or intermediary without delay. We can only provide full protection under your policy when we receive documents promptly.

MATERIAL CHANGES

Material changes to a risk must be notified immediately they arise. A material change is one, which will 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. Material changes would include the following:

- * accidents
- * convictions (motoring or criminal)
- * policyholder's address
- * make & model of vehicle
- * occupation (full or part time)
- * annual mileage
- * body or engine modifications to a new or existing vehicle
- * thefts
- * disqualifications
- * health matters
- * use of vehicle
- * drivers

If you are in any doubt about whether or not facts may be considered material you should disclose them.

FRAUD PREVENTION

In common with other Insurers we are increasingly concerned at the rapidly escalating number of claims for theft as well as other motor vehicle related crime.

We are particularly concerned about the substantial number of claims that later prove to be fraudulent. In order to protect your interests and the interests of the vast majority of our policyholders, we fully investigate all theft claims.

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 may 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.

Your insurance cover details will be added to the Motor Insurance Database, run by the Motor Insurers' Information Centre (MIIC). This has been set up to help identify uninsured drivers and may be searched by the police to help confirm who is insured to drive. If there is an accident the database may be used by insurers, MIIC and the Motor Insurers' Bureau to identify relevant policy information.

You may report information confidentially in respect of bogus/fraudulent claims to the **ABI Cheatline on 0800 328 2550**. The Cheatline is manned between 9:00am and 5:00pm. An answer phone service is in operation at all other times. 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.

You can ask for more information about this.

SABRE INSURANCE COMPANY LIMITED

MOTOR POLICY

OPERATIVE SECTIONS:

COMPREHENSIVE COVER - All Sections

THIRD PARTY, FIRE & THEFT COVER - A1, A2, B1 - B2, B4 - B7, B13, C1 - C18, D1 - D8

THIRD PARTY ONLY COVER - A1, A2, B1, B5 - B7, C1 - C18, D1 - D8

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 (which shall incorporate all other documents and material information provided) and declaration, entered into a Contract of Insurance with us, the Insurer. You have paid or agreed to pay the premium for the period stated in the Schedule and during any further period for which we may accept payment for renewal.

We, for our part, promise to cover you in the following manner for the period of insurance subject to the terms, conditions and exceptions within the Policy.

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

Chief Executive
(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, 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, car, cover, endorsements, premium, excesses where applicable, and states the sections of this policy document that apply to your contract.

3. Your car

- (a) Any private motor car, 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) Accessories or spare parts when kept in or on such a car, 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 which provides that 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 car, which you must pay. Those indicated under a section will be in addition to any other excess, which may apply under any other section.

7. Spouse

Your legally married partner.

8. Great Britain

England, Scotland and Wales.

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

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

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 car 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 that you authorise to drive or use your car
- (c) at your request any person using (but not driving) your car with your permission for social domestic and pleasure purposes
- (d) any passenger travelling in or getting into or out of the car
- (e) your employers, while you are driving your car on their business, but not when the car 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 £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 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
- (d) any damage to any car in connection with which indemnity is provided by this section
- (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

B2 LOSS OF OR DAMAGE TO THE INSURED CAR BY FIRE OR THEFT

The Insurer will indemnify you in respect of loss of or damage to your car caused by fire, explosion, theft or attempted theft other than the first amount specified in the Schedule under Fire and Theft Excess.

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 17 - 19 inclusive	£100
aged 20 - 24 inclusive	£50

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

1. The Insurer will indemnify you against loss of or damage to your car caused by accidental or malicious means, other than the first amount specified in the Schedule under Accidental Damage Excess.

2. In the event of a claim under Section B3 the Policyholder shall be responsible for the excess specified below in respect of each claim for loss or damage while the car is being driven by or is in the charge of an insured person who is:

aged 17 - 24 inclusive	£200
------------------------	------

This excess shall be in addition to any other excess that applies under the Policy.

EXCEPTIONS to B2 & B3

The Insurer shall not be liable for:-

1. wear, tear and depreciation
2. mechanical, electrical, or electronic breakdowns or failures, or equipment or computer malfunction
3. damage to tyres by braking, punctures, cuts or bursts

4. loss of the car due to deception
5. damage by frost
6. loss of use or any consequential loss
7. reduction in value after repair
8. loss of or damage to any in-car entertainment equipment unless permanently fitted to your car
9. loss of or damage to any permanently fitted in-car entertainment in excess of £150.
10. loss of or damage to your car or anything contained therein whilst left unattended arising from theft or attempted theft when:
 - (a) your car has not been secured by means of the door and boot locks
 - (b) the windows or any form of sliding or removable panel roof or hood on your car has been left open or unlocked
 - (c) the ignition keys have been left in or on your car
11. loss of or damage to radio telephones, televisions, transceivers, CB radios and any ancillary equipment fitted or carried in your car
12. that part of the cost of any repair or replacement, which improves your car beyond its condition immediately before the loss or damage occurred
13. a greater sum than the manufacturers last published list price for the replacement of any spare part or accessory lost or damaged
14. 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
15. loss of or damage to your car 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 car

B4 REPAIRS COVERED BY SECTION B2 OR B3 OF THE POLICY

1. The Insurer will pay the reasonable costs of protecting your car or removing it to a place of safe storage.
2. The Insurer has the option to settle the claim by repair or replacement of your car 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.
3. In the event of repair the Insurer will pay the reasonable costs of moving your car to the nearest repairer and returning it after repair to your address in Great Britain, the Isle of Man or the Channel Islands.
4. If your car 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.
5. The Insurer may use warranted replacement parts, which are not supplied by the manufacturer of your car.

B5 FOREIGN USE

1. 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/CEE).
2. In addition, subject to the Insurer's consent, the payment of any additional premium and the issue of a Green Card (International Motor Insurance Certificate):
 - (a) the Policy will apply while your car is in use in the country specified on the Green Card and while being transported (including loading and unloading) along a recognised sea, air or rail route between any countries to which this insurance applies, providing the journey does not take longer than 65 hours under normal circumstances.
 - (b) the Insurer will also indemnify you following a valid claim under Section B2 and Section B3 of the Policy against:
 - (i) the reasonable cost of delivery of your car to you or to your home in Great Britain 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 car preventing its return to Great Britain, the Isle of Man or the Channel Islands.
3. Spain - Guarantee or Deposit (Bail Bond)
If during the period of validity of a Green Card which applies to Spain and as a direct result of an accident occurring in Spain which may be the subject of indemnity under this Policy you and/or the person driving your car with your consent at the time of the accident are detained or your car is impounded by the relevant Spanish authorities and a guarantee or monetary deposit is required for their release, the Insurer will provide such guarantee or deposit not exceeding £1000.

Immediately the guarantee is released or the deposit becomes recoverable, you and the driver shall comply with all the necessary formalities and give the Insurer all such information and assistance as they may require to obtain the cancellation of the guarantee or the return of the deposit.

If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as a result of any penal proceedings against you or the driver, you must repay such amount to the Insurer on demand.

B6 CAR SHARING

The receipt of contributions as part of a car-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 car for hiring) provided that:

- (a) the car is not constructed or adapted to carry more than seven passengers (excluding the driver)
- (b) the passengers are not being carried in the course of a business of carrying passengers
- (c) 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 car.

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 car. The Insurer will not be liable for:

- (a) money, stamps, tickets, documents or securities
- (b) goods or samples carried in connection with any business or trade
- (c) the theft of personal property from a convertible car unless the property is stolen from a locked luggage compartment or glove box
- (d) property covered under any other insurance policy.

B10 WINDOW BREAKAGE

The Insurer will pay the cost of repair or replacement of glass windcreens and windows from accidental damage and the cost of repairing resultant scratching of the bodywork.
An excess of £60 will apply to each claim but this will not be deducted if the windscreen is repaired and not replaced.

Where the replacement is carried out by the Insurer's approved windscreen repairers, cover is limited to £200 (subject to the above £60 excess), but if carried out by an unapproved repairer cover is limited to £150 (subject to the above £60 excess).
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 suffer accidental injury while driving or travelling as a passenger in any car 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.

The benefit will not be payable:

- (a) to anyone aged 70 or over
- (b) for suicide or attempted suicide
- (c) if the injured person was under the influence of alcohol or drugs
- (d) if the injured person was not complying with the law regarding seat belts.

B12 CAR REPLACEMENT OPTION (not available where the insured vehicle is a van or commercial vehicle)

The Insurer will pay the cost of replacing your car, subject to availability, with a new vehicle of the same make, model and specification, if your car has been owned only by you since the date of its first registration as new, and within twelve months of such date is:

- (a) stolen and not recovered
- (b) damaged so that the cost of repairs exceeds 60% of the manufacturer's current retail price (including Vehicle Tax and VAT).
The original car would become the Insurer's property.

B13 IMPORTED VEHICLES

If your car is defined by the Department of the Environment, Transport and the Regions (DETR) 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 car conforms with the type approval regulations defined by the DETR effective at the time of importation to the United Kingdom. The following restrictions apply to cover:

- (a) the car replacement option provided in Section B12 of this policy does not apply.
- (b) in the event of your car being damaged beyond economical repair, or following theft where your car 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 car 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 car or the declared value, whichever is the lower.
- (c) if your car is damaged and suitable parts or accessories 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 car. 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.

GENERAL EXCLUSIONS

C1 USE OF THE INSURED CAR

This Policy does not provide cover for any loss, damage, accident or injury occurring whilst your car 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 unless that person has held and is not disqualified from holding or obtaining a licence
- (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.

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.
2. 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 RALLIES

This Policy does not provide cover for accidental injury, loss or damage arising whilst your car is being used in any rallies.

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.

C7 SONIC BANG EXCLUSION

This Policy does not provide cover for loss, destruction or damage directly caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

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 judgement is obtained in the court of a foreign country arising out of the use of your car 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, consequential loss or any liability of whatsoever nature while your car 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 2000 or successors thereto, 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 2000 or its successors 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

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.

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:

- (1) being driven in an unsafe, un-roadworthy or damaged condition or does not have a valid MOT certificate when needed
- (2) being driven with a number of passengers which is unsafe or greater than the seating capacity of your vehicle
- (3) carrying an unsafe load
- (4) towing a trailer which is unsafe or has an insecure load

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 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 car from loss or damage
- (d) you maintain your car in an efficient roadworthy condition and the Insurer has free access at all reasonable times to examine your car.
- (e) you give immediate notice to the Insurer in writing of any material 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 material changes refer to the section entitled Special Notices.

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 broker or intermediary. Notification can also be made by letter, claim form, telephone or fax. Fax notification should be made using the Insurer's fax number 0870 2423286.

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 at any time, in writing, returning the Certificate of Motor Insurance. Provided you have not made a claim in the current period of insurance the Insurer will give a return of premium for the unexpired portion of the Policy, based on the Insurer's current scale of short period charges. The Insurer or their authorised agent may cancel the Policy by sending seven days notice by letter to your last known address and they 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 pro-rata return of premium for the unexpired portion of the Policy, 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 in the current period of insurance the Insurer will give a return of premium for the unexpired portion of the Policy, based on the Insurer's current scale of short period charges.

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 obliged to deal with a claim solely because the compulsory insurance in any country in which the Policy applies would not otherwise have been accepted, the Insurer reserves the right to recover from you, or the person who incurred the liability, the amount paid.

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.

Note: it is the Insurer's practice to co-operate fully with the Police authorities in the detection and prosecution of those involved in fraud.

ENDORSEMENTS

Only applicable if stated in the Schedule

4 TWO WAY RADIOS

The indemnity provided under Sections B2 and B3 includes loss of, or damage to, radio transmitting and receiving equipment used in connection with the Policyholder's occupation. The maximum sum payable in respect of such loss or damage shall be the sum specified in the current Schedule against this endorsement number. Any claim made in respect of such loss or damage will be subject to the relevant policy excess specified in the current Schedule and where applicable, in sections B2 & B3 of the Policy. This endorsement is subject to the terms, conditions and exceptions of the Policy.

6 DRINK AND DRUGS

The cover granted by this insurance shall not apply (except in so far as is necessary to comply with the requirements of the Road Traffic Acts) whilst your car is being driven by you or any person authorised by you to drive your car, 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.

8 ACCIDENTAL 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 car caused by theft or attempted theft unless:

- (a) your car 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 car is parked and unattended.

10 GARAGING

The Insurer shall not be liable under section B2 in respect of loss or damage caused by theft or attempted theft, which shall include the taking and driving away of your car without authority unless your car is kept in a locked garage during the hours of darkness other than in the course of a journey.

11 PROTECTED NO CLAIM DISCOUNT

Any entitlement under Section B7 of this Policy shall be maintained provided that not more than two claims arise in any five consecutive years.

18 RESTRICTED MILEAGE

You have declared that your car will not exceed an agreed mileage in any 12 month period of insurance. The Insurer will not be liable under Section B2 and Section B3 in respect of any claim or loss where the agreed mileage has been exceeded.

39 DRIVING OTHER CARS EXTENSION

Where cover is provided by the effective Certificate of Insurance, the Insurer will indemnify you while personally driving, with the permission of the owner, any car not owned by you or hired to you under a hire purchase agreement or leased to you under a leasing agreement or provided to you as a courtesy car and not owned or hired or lent to you by your employer or partner.

The Insurer will not be liable under this endorsement where the insured vehicle specified in the current Schedule, which forms part of this Policy, has been disposed of or has become the subject of a total loss.

Note: Cover is not provided:

- a) For loss or damage to the car you are driving
- b) If you are covered by any other policy of insurance to drive the car
- c) If the vehicle is being used outside the territorial limits of this Policy

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.

PROCEDURE IN THE EVENT OF A 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.

If you remain unhappy with the decision you receive you may write to the Chief Executive. 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 opposite.

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 above complaint procedure does not affect your right to take legal action.

The Next Steps

Step 1

- **Seek resolution by contact with us**

If you were disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact the department concerned. You can write to us at the address shown below or telephone us on 0870 240 5440, whichever suits you, and ask your contact to review the problem.

Step 2

- **Refer your complaint to our Chief Executive**

If you remain unhappy with the decision you receive from us, please write with full details including Policy number and/or claim number to:

**The Chief Executive
Sabre Insurance Company Limited
Sabre House
150 South Street
Dorking
Surrey
RH4 2YY**

An independent view of the matter will be carried out at a senior level and a final decision given.

Step 3

- **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
South Quay Plaza
183 Marsh Wall
LONDON
E14 9SR**

SABRE INSURANCE COMPANY LIMITED

Registered in England Number 2387080. Registered Office: Sabre House, 150 South Street, Dorking, Surrey RH4 2YY

The Association of British Insurers who represent the bulk of UK Insurers have agreed a standard Code of Practice for the handling of claims which we reproduce below. We are committed to meeting the requirements of the Code in our handling of claims.

ASSOCIATION OF BRITISH INSURERS GENERAL INSURANCE CLAIMS CODE

This code sets out the standards of service you can expect when you make a claim.

It applies if you, as a private individual, make a claim on a general insurance policy that was issued by an insurance company, which is a member of the Association of British Insurers. For example, this includes claims on household, motor, travel, payment protection and private medical insurance policies.

You can make claims in different ways. This code covers the following types of claims.

- Claims you make on insurance policies you have taken out, for example, your own motor or household policy. Claims on group policies, for example, a private medical insurance policy a company has taken out for its employees. Claims you make against someone else, which are dealt with under an insurance policy they have taken out, for example, a motor accident caused by another driver.

These types of claims are very different from each other. They are often processed and settled in different ways, which are all covered by the code, so some parts of the code may not apply to your claim.

If you are claiming against someone else and their insurance company, the company should tell you that they need the other person to agree to the company handling your claim. They should also tell you that if the other person does not agree to the company handling your claim, you may need to take legal action against the other person if you want to go further.

You should be aware that for some claims, especially if you are injured and claim against someone else, the law and the courts set different requirements which insurance companies must follow. The insurance company you claim against will explain this to you.

General principles

At all stages, you can expect that insurance companies will:

- respond promptly, explain how they will handle your claim and tell you what you need to do;
- give you reasonable guidance to help you make a claim under the policy;
- consider and handle your claim fairly and promptly and tell you how your claim is progressing;
- tell you if they cannot deal with all or any part of your claim, and explain why;
- settle your claim promptly, once they have agreed to do so; and

- handle complaints fairly and promptly.

You can see the Claims Code on the ABI website at:
www.abi.org.uk

When you first make a claim

You can expect:

- a response, on the phone or in writing, to your claim, and action within five working days;
- an explanation of whether your type of claim is normally covered by the policy;
- an explanation of what should happen and when;
- if you are claiming against someone else's insurance company, to be told, within 10 working days, what information and evidence they need to consider your claim.

Processing your claim

You can expect:

- replies to your letters within 10 working days;
- explanations of why other people (for example, loss adjusters, solicitors, surveyors, doctors or consultants) will be involved in your claim and what their role will be.
- your insurance company to contact any other insurance company that is involved in your claim within 10 working days of finding out who they are.

Settling your claim

You can expect:

- an explanation of how your type of claim is usually settled, for example:
 - by paying you;
 - by paying someone else, such as the garage repairing your car, your loan or mortgage company or your doctor if your claim is on a private medical insurance policy; or
 - by repairing or replacing something;
- payments to be made to you within 10 working days of you agreeing to it;
- the insurance company to arrange repairs to, or a replacement of, whatever was damaged, within 10 working days of you agreeing to it;
- an explanation of why the amount the insurance company offers, or plans to pay, is different from the amount you claimed, or why your claim has been rejected.

Complaints

If you make a complaint, you can expect insurance companies to:

- acknowledge it promptly, explain how they will handle your complaint and tell you what you need to do;
- consider and handle your complaint fairly and promptly, and tell you how your complaint is progressing;
- send you a copy of their complaints procedure;
- acknowledge complaints made in writing within five working days;
- investigate complaints made in writing independently at a senior level within the insurance company;
- give a final response to complaints made in writing, within the timescales laid down by the FOS
- tell you, if you are a policyholder, that if you are not satisfied with the final response, you can refer your complaint to an independent disputes settlement organisation that will sort out the problem.

All insurance companies that follow this code belong to independent disputes settlement organisations which provide a free service for policyholders who are private individuals. If you are not a policyholder and you have a complaint about someone else's insurance company, these disputes settlement organisations will not be able to help. You may have to consider taking legal action.

The Association of British Insurers represents around 400 insurance companies, which between them account for over 97% of the business of UK insurance companies. The Association represents insurance companies to the Government and other regulatory organisations, and it provides a wide range of services to its members.

Association of British Insurers
51 Gresham Street
London
EC2V 7HQ

Authorised and Regulated by The Financial Services Authority

February 2005 (U)