

## Policy Terms and Conditions



**Insure 2 Drive is a trading brand of Sabre Insurance Company Limited. Any reference to Insure 2 Drive will mean Sabre Insurance Company Limited as the ultimate insurer.**

These Policy Terms and Conditions should be read in conjunction with the Policy Wording for Private Car and Commercial Vehicle and with the separate Administration Services Contract which together set out the insurance services and separate administration services provided by us to you.

### **PROCEDURE IN THE EVENT OF A COMPLAINT**

Sabre Insurance Company Ltd. is a member of the Financial Ombudsman Service scheme for complaints from private policyholders. If you have a complaint, please write to Sabre Insurance Company Limited at Sabre House, 150 South Street, Dorking, Surrey RH4 2YY. Full details of our complaints procedure will be set out in your policy booklet and are shown on our website. The complaints procedure does not affect your right to take legal action.

### **CHOICE OF LAW**

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

- 1) We both 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.

### **DATA PROTECTION**

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

Information you supply may be used by us, our associated companies and agents and by reinsurers for the purposes of administering your policy. This information may be disclosed to other regulatory bodies for the purposes of monitoring and/or enforcing our compliance with any regulatory rules or codes.

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

Information may also be shared with other insurers either directly or via those acting for us (such as loss adjusters or investigators). You should show this notice to any driver covered or proposed to be covered under this Policy. By purchasing this Policy you signify your explicit consent and the explicit consent of all relevant drivers to such information being processed by us and our agents and investigators for the purposes set out above. With limited exceptions, you and any relevant third party noted in this paragraph have the right to access and, if necessary, rectify information held about you. Our full privacy policy can be found at <https://insure2drive.co.uk/privacy-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 change which may influence our acceptance or assessment of the risk. Failure to notify us 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, vehicle modifications (cosmetic or performance enhancing, type of driving licence and date test passed).

This is not an exhaustive list so if you are in any doubt whether or not facts may need to be considered you should disclose them. We reserve the right to decline any application for insurance or to apply special terms.

## **IMPOUNDED VEHICLES**

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

## **NO CLAIMS DISCOUNT**

Your no claims discount (NCD) must have been earned on a private car or commercial vehicle policy in an EU country within the last two years and can not be in use on another policy. We can't accept accelerated NCD, or an NCD that was earned on a company car or fleet policy, or as a named driver on somebody else's policy.

## **FOREIGN REGISTERED VEHICLES**

Vehicles registered outside of the United Kingdom are not acceptable.

## **USE OF CREDIT REFERENCE AGENCIES**

Credit reference agencies are used to help us verify your identity, and to determine the price of your insurance and your payment options when you get a quote and at renewal of your insurance policy. This leaves a "soft search" on your credit file which can only be seen by you and does not affect your credit score.

If you choose to pay your premium by instalments, we will share this information when you first take out a policy with us and at each renewal. We may exchange your personal information with credit reference agencies to reflect your credit application (as payment by instalments means that there will be a credit agreement between us). We will let you know before we do this. This will be visible to other credit providers and is known as a "hard search". Failure by you or anyone who pays for your policy to keep up the monthly payments due under your credit agreement will be reflected in your credit score, not theirs.

The identities of the credit reference agencies and the ways in which they use and share personal information are explained in more detail at <https://www.transunion.co.uk/legal/privacy-centre/pc-credit-reference>

## **FRAUD PREVENTION**

Fraudulent claims are a serious problem for insurers and any costs arising from such activity are inevitably passed on to honest policyholders. In order to protect your interests and the interests of the vast majority of our policyholders, we fully investigate all claims, and where Fraud is detected we report to the authorities under the Proceeds of Crime Act 2002 (POCA).

Insurers pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, run by Motor Insurers' Bureau (MIB). The aim is to help insurers to check the information provided and also to prevent fraudulent claims. When your request for insurance is dealt with, the registers will be searched. Under the conditions of your Policy, we must be told about any incident (such as an accident or theft) that may or may not give rise to a claim. In the event of a claim the information you supply together with any other information relating to the claim, will be put on the register and made available to participants. It is our practice to co-operate fully with the Police authorities in the detection and prosecution of those involved in fraud.

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

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

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

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

## **MOTOR INSURANCE DATABASE**

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

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

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

**DISPOSAL OF VEHICLE**

The Certificate is NOT transferable. If the vehicle is disposed of, the purchaser must have a certificate in their own name.

**CANCELLING YOUR POLICY**

**Within 14 days – Cooling off period**

If you find that the policy does not suit your requirements and we have not provided you with all necessary information before you made your decision to purchase this policy, you can cancel your cover within 14 days of receiving the full policy documentation, either in writing or via email, and we will give a pro rata return of premium subject to the fee as set out in our separate Administration Services Contract.

If an adjustment has taken place during this time or a claim has occurred our standard cancellation terms will apply. In addition, we will refund in full premiums for any additional products purchased, such as Breakdown Cover, subject to no claims occurring on those products.

**Standard cancellation terms (beyond the cooling off period)**

The policy may be cancelled mid-term in the following circumstances:

We may notify you of our intention to cancel your Policy in writing or via email and, subject to no claim arising within the current period of insurance, we will give a pro-rata return of premium subject to the fee set out in our separate Administration Services Contract.

**Cancellation due to Non-payment of instalments**

Non-payment of your instalment plan will constitute an instruction by you to cancel the policy and the cancellation scales below will apply.

or

You may cancel the Policy at any time either in writing or via email. Subject to no claim arising in the current period of insurance, we will give a return of premium which will be calculated using the following scale.

**New Business Cancellation scale**

The table below will apply if you cancel your policy in the first year.

| Period of cover               | Up to 1 month | Up to 2 months | Up to 3 months | Up to 4 months | Up to 5 months | Up to 6 months | Up to 7 months | Up to 8 months | Up to 9 months | Up to 10 months | Above 10 months |
|-------------------------------|---------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|-----------------|
| Percentage of premium payable | 20%           | 28%            | 36%            | 44%            | 52%            | 60%            | 68%            | 76%            | 84%            | 92%             | 100%            |

If you make a claim against your policy and have paid in full, no return premium will be given. If you are paying by instalments your remaining payments will still be due in full.

During the 14 day reflection period, premiums for any additional products purchased, such as Breakdown Cover will be fully refunded, subject to no claims occurring against those products. After the 14 day reflection period has expired, no premium will be refunded.

**Renewal Cancellation Scale**

This table will only apply if you cancel your policy after the first renewal.

| Period of cover up to         | Up to 1 month | Up to 2 months | Up to 3 months | Up to 4 months | Up to 5 months | Up to 6 months | Up to 7 months | Up to 8 months | Up to 9 months | Up to 10 months | Above 10 months | Above 11 months |
|-------------------------------|---------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|-----------------|-----------------|
| Percentage of premium payable | 12%           | 20%            | 28%            | 36%            | 44%            | 52%            | 60%            | 68%            | 76%            | 84%             | 92%             | 100%            |

If you make a claim against your policy and have paid in full, no return premium will be given. If you are paying by instalments your remaining payments will still be due in full.

During the 14 day reflection period, premiums for any additional products purchased, such as Breakdown Cover will be fully refunded, subject to no claims occurring against those products. After the 14 day reflection period has expired, no premium will be refunded.

**RENEWING YOUR POLICY**

**Automatic Renewal**

Your policy allows you to select having an automatic renewal by consenting to continuous payment authority. If you choose to have an automatic renewal then you will be contacted 35 days prior to your renewal date to remind you that you have chosen this method of renewal. An automatic renewal means that your policy will renew automatically based on the information we currently hold for you. The premium will continue to be collected from the bank account or card details

you provided us details for.

Whilst automatic renewals can provide peace of mind and ensure cover is continuous, it is equally important to consider if this method of renewal still meets your requirements.

You have the right to change your renewal preferences at any time, this includes cancelling your automatic renewal. To cancel your automatic renewal please [Click here](#)

If you cancel your automatic renewal then you will need to ensure that you take steps to ensure you have sufficient insurance cover in place.

## PREMIUM PAYMENT AND INSTALMENTS

### Methods of payment

You can pay for your car insurance in full by credit or debit card. You can also choose to spread the cost by paying by direct debit instalments, please refer to the table below for details of the charges that will apply. If you pay by monthly instalments, you must set up a direct debit mandate using your bank details. Please note that in the event of a claim, the full premium is still due and must be paid. You can choose to pay off any remaining instalments immediately or continue paying instalments directly from your bank on a monthly basis. It may also be possible for us to deduct any outstanding balance from your claim settlement.

|                                  | New Business/first year of your policy | Renewal |
|----------------------------------|--|---------|
| Deposit %                        | 21.7%                                  | 8.3%    |
| Number of additional instalments | 10                                     | 11      |
| Interest Rate                    | 10.8%                                  | 11.57%  |
| APR                              | 25.5%                                  | 24.9%   |

If you make a change to your policy mid-term and you pay by monthly instalments, if the additional premium is more than 20% of the original new business premium we will require 25% of the additional premium as a deposit and the remainder added to any remaining instalments. If there are no instalments remaining, the additional premium is to be paid in full.

### Your credit/debit card details

We do not store your credit or debit card details unless you have consented to continuous payment authority. If you choose to provide consent, your card details will be held in an encrypted payment portal provided by our payment providers, World Pay LTD. We will not take any card payment without your agreement or by notifying you at least seven days in advance. You can withdraw consent at any time by notifying us by email or phone.

### Consumer Credit Agreement

Sabre Insurance Company Limited trading as Insure 2 Drive is licensed by the Financial Conduct Authority (FCA) to provide goods or services on credit. If you choose to pay by instalments, you will have to sign and agree to the terms of a Consumer Credit Agreement. A copy of this agreement will be provided with your policy documentation.

### Non-payment of premium by direct debit

If we are unsuccessful in collecting your instalments, we will contact you for payment by credit or debit card. If you default on more than one occasion, we reserve the right to cancel your insurance policy or request the remaining balance of premium in full.

### Cancellation through non-payment of premium

We will write to you at your registered policy address or email you at the email address we have on record to inform you that we intend to cancel your policy through non-payment of premium. You will have 7 days to contact us to pay any arrears due. If the policy is cancelled due to default, our standard cancellation terms will apply, and the cancellation will be deemed to have been made at the Policyholder's request.

In accordance with the Road Traffic Act 1988, when a policy is cancelled you must declare that you will return or destroy all copies of the Certificate of Motor Insurance relating to your policy (whether held in paper, electronic, digital or any other format). Upon cancellation you will need to confirm that you will do this within the next 7 days.

### Payment of arrears

If we contact you regarding arrears due on your policy you must pay the outstanding arrears immediately to ensure continuation of your policy. You can make a payment by contacting our Customer Services team on 0330 024 4747.

### Change of bank account

If you change your bank account, you must contact our Customer Services team on 0330 024 4774 to request a new direct debit mandate which you must complete and return.

### When we take credit/debit card payments

When you've indicated your intention to buy, your credit card payment will be taken by our third party card merchant <https://www.fisglobal.com/en-gb/merchant-solutions-worldpay>

If any payments are required following mid-term adjustments to your policy and you choose to pay by debit or credit card, the payment will be taken immediately.

Any reference to the Company shall mean: Sabre Insurance Company Limited trading as Insure2Drive Registered Office: Sabre House, 150 South Street, Dorking, Surrey RH4 2YY  
Tel: 0330 024 4774 Fax: 0330 024 4748 email: [customer.services@insure2drive.co.uk](mailto:customer.services@insure2drive.co.uk)  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority Member of the Financial Ombudsman Service and the Association of British Insurers