



## Enhanced Personal Accident Cover Policy Wording

### **THE INSURER**

Thank **you** for choosing Insure 2 Drive. Insure 2 Drive is a trading name of Sabre Insurance Company Limited.

This insurance is underwritten by Sabre Insurance Company Ltd, Registered in England no. 2387080. Registered Office: Sabre House, 150 South Street, Dorking, Surrey RH4 2YY. Sabre Insurance Company Ltd are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. FCA number 202795.

### **IMPORTANT**

Please keep this **policy** document, together with **your policy schedule** and Insurance Product Information Document (IPID), in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have purchased a **private car** or **commercial vehicle** insurance **policy** with Insure 2 Drive.

### **CHOICE OF LAW**

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

### **INTRODUCTION**

This insurance is an optional extension of cover under **your core private car** or **commercial vehicle** insurance **policy** and if **your private car** or **commercial vehicle** insurance **policy** is cancelled or not renewed, all cover under this insurance will end.

In return for the payment of **your** premium **we** will provide insurance for **personal accident** during the period of cover as stated in the **schedule** subject to the terms, conditions and limitations shown below or as amended in writing by **us** and during the period of cover.

**Customer Service enquiries email:** [customer.services@insure2drive.co.uk](mailto:customer.services@insure2drive.co.uk)

**24hr Claims Hotline:** 0330 024 8048

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## **DEFINITIONS**

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

**Core policy** – the **motor insurance policy** purchased from **us** which provides insurance cover for **your vehicle**.

**Counselling** - the provision of professional assistance and guidance in resolving personal or psychological problems.

**Electronic equipment** - computers, mobile phones, TV's, radios, sound systems and any other similar electrical equipment and accessories.

**Employees** - any person under a contract of service with **you**, or any self-employed individual providing **you** with labour only services, or any person hired to or directed by **you**.

**Insured vehicle/vehicle** - the **vehicle** listed in and **insured** under the **motor insurance policy**.

**Insured person** – the **policyholder** and any persons travelling in the **vehicle** at the time of the accident

**Injury** – Damage to the body either physically or psychologically.

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

**Motor insurance policy/policy** - The contract of insurance between **us, the insurer** and **you, the policyholder**.

**Period of insurance** – The duration of this **policy** as shown in the **schedule**.

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

**Schedule** - The **schedule** should be read in conjunction with the **policy** wording and Insurance Product Information Document (IPID) provided. It provides details of **you, us, the vehicle**, cover, endorsements, premium and excesses where applicable.

**Sum insured** – the maximum amount payable by **us** in respect of any one claim in respect of **injury**.

**United Kingdom** - **United Kingdom** of Great Britain, Northern Ireland and the Isle of Man.

**We/us/our/insurer** –Sabre insurance Company Ltd trading as Insure 2 Drive.

**You/your/insured** - The person whose name is shown on the **policy schedule** as the **insured person**.

## **WHAT WE WILL COVER**

If **you**, or a passenger, sustain any **injury** whilst driving or travelling as a passenger in the **vehicle** covered under this **policy** and, within three months of the date of the accident, the **injury** solely and directly results in:

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

We will pay a maximum amount of £25,000 to the injured party or to his or her legal representative.

<b>Cover</b>	<b>Benefit</b>
All subject to a maximum claim limit of £25,000 per <b>insured person</b> and £175,000 per accident.	
<b>Death</b>	£25,000 (£2,500 for a passenger under 16 years old)
<b>Loss of sight</b>	£25,000 (£15,000 for the loss of sight in one eye only)
<b>Loss of speech</b>	£25,000
<b>Loss of hearing</b>	£25,000 (£15,000 for the loss of hearing in one ear only)
<b>Loss of limb or limbs</b>	£25,000
<b>Permanent total disablement</b>	£25,000
<b>Hospitalisation benefit</b>	£100 per each completed 24 hour period of stay in a hospital up to a maximum of 30 days. Cover excludes the first 24 hours
<b>Third degree burns</b>	£5,000
<b>Fracture</b> to the pelvis, arm, leg, skull, vertebrae, jaw, knee, hand or facial bones (excl. nose)	£1,000
<b>Fracture</b> to the foot, shoulder blade, elbow, sternum, wrist, ankle, collar bone or Coccyx	£500
<b>Fracture</b> to any other part of the body (including nose)	£100
<b>Dental expenses</b> (Excludes the first £25 of each and every claim.)	Up to £250 for emergency dental treatment for sound and natural teeth as a result of and within 7 days of the accident.
<b>Physiotherapy</b>	Up to £500 for up to 5 sessions of physiotherapy with a qualified professional.
<b>Counselling</b>	Up to £500 for up to 5 sessions of <b>counselling</b> with a qualified professional.
<b>Personal belongings</b> (Excludes the first £25 of each and every claim.)	Up to £150 for damage to personal belongings.

## **POLICY CONDITIONS**

For this insurance to apply **you** must satisfy the following conditions:

At the start date **you** must:

- be over 18 years of age or over;
- be permanently resident within the **United Kingdom**, for at least 40 weeks in any 52 week period whilst the cover is in force;
- have a valid Insure 2 Drive **private car** or **commercial vehicle policy**; and
- have agreed to pay the premium;
- meet the conditions of the **core policy**.

Should **you** not be eligible, as described above, cover will be cancelled with effect from the start date, any premium paid will be refunded in full and this insurance will be treated as if it had never been in force.

## **WHAT WE DO NOT COVER**

The **policy** will not pay out for the following:

a) This **policy** will not pay out for any loss, bodily **injury** or death as a result of any of the following:

- claims arising from criminal acts, suicide, attempted suicide or intentional self-**injury**, or deliberate exposure to exceptional danger (except in an attempt to save human life);
- committing a criminal or unlawful act;
- whilst the driver is under the influence of or being affected by drugs or alcohol in their body that is more than the limits set down in the Road Traffic Acts for the territory in which the event as described in the "What is covered" section occurs unless undergoing treatment or following the advice of a doctor for a condition other than alcohol or drug addiction;
- whilst riding a moped or motorcycle as a driver or passenger;
- if the injured person was not complying with the law regarding seat belts;

- whilst the **insured vehicle** is being used for, private or public hire as taxi, mini bus or driving instructor;
- whilst **you** or any passengers travelling with **you** in the **insured vehicle** are engaged in military, air force or naval services or operations;
- provoked assault or fighting (except in bona fide self defence)
- use of the **insured vehicle** not in a roadworthy condition;
- participating in any motor racing rallies, competitions, speed trials, track days or off-road activity of any description.

b) More than £100 per session for **counselling** or physiotherapy treatment.

c) More than £5,000 for all fractures arising from a single accident.

## **CONDITIONS AND LIMITATIONS**

The following conditions apply to **your policy**:

### **Existing Conditions**

This **policy** only covers bodily **injury** arising from the accident, if the effects of an accident are made worse because the **insured person** already has a sickness, disease, naturally occurring condition or **injury**, must follow the claims procedure, then **we** will ask an expert medical specialist to assess the effects that the sickness, disease, naturally occurring condition or **injury** had. **We** will reduce the benefit paid by the amount decided by the expert medical specialist.

### **Cancellation**

If **you** decide that for any reason this **policy** does not meet **your** insurance needs then please advise **us** within 14 days from the day of purchase or the day on which **you** receive **your policy** documentation, whichever is the latter. A full refund will be given subject to no claims.

**You** may cancel the insurance cover at any time by informing **us** in writing or by telephone, however, no refund of premium will be payable.

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance **policy** by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address or email address. Valid reasons may include but are not limited to:

- a) where **we** reasonably suspect fraud;
- b) non-payment of premium;
- c) non-compliance with **policy** terms and conditions;
- d) **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

### **Consumer Insurance Act 2012 and the Insurance Act 2015**

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 and the Insurance Act 2015 to take care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the **policy**
- b) to make sure that all information supplied as part of **your** application for cover is true and correct
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your policy**. If any information **you** provide is not complete and accurate, this may mean **your policy** is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

### **Claims**

In the event of any incident that may give rise to a claim, the **insured person** must follow the claims procedure detailed in this **policy** document. In the event of successful claim being made under the death benefit section of the **policy**, the settlement monies will be paid to the estate's executor(s) and or administrator(s) of their estate.

### **Claims Procedure**

**You** must:

- notify **us** on the Claims hotline – 0330 024 8084 or report the claim on **our** website <https://insure2drive.co.uk/claims/make-a-claim/> as soon as possible but in any event within 28 days of discovery of any incident likely to give rise to a claim under this insurance.
- report the incident to the Police as soon as possible.

**We** will only pay claims after **we** have received, at **your** own expense, appropriate evidence and acceptable proof of claim (eg Death Certificate, Police Report, Grant of Probate or Letters of Administration).

**We** will only pay the **insured person** or their personal representative. In the event of a successful claim being made under the death benefit, settlement monies will be paid to the deceased's executor(s) or administrator(s) of their estate. Where a successful claim is being made for the death of an **insured person** under the age of 18 years of age, settlement monies will be paid to their legal guardian. Such payment will discharge **us** from any further financial obligation under this **policy**. **We** will not pay any interest on any amount payable under this **policy**.

## **FRAUD PREVENTION**

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

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

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

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

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

**You** may report information confidentially in respect of bogus/fraudulent claims to the Cheatline on 0800 422 0421. The Cheatline is manned 24 hours a day. Alternatively, fraud can be reported online to the Insurance Fraud Bureau (IFB) at <https://www.insurancefraudbureau.org>.

All information can be reported anonymously and will be treated in the strictest confidence. The Cheatline is manned by experienced fraud investigators who may share the information with other interested parties such as the **insurer** concerned (if known). Savings obtained from information provided to the Cheatline will help to reduce insurance premiums. More information can be provided if requested.

## COMPLAINTS

### What to do if you wish to complain

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

### What will happen if you complain?

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

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

## The Next Steps

### Step 1

Seek resolution by contact with **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 a 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.

**You** may want to contact the Financial Ombudsman Service directly at the address below:

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

From landlines call: 0800 023 4567

From mobiles call: 0300 123 9123

Website: <http://www.financial-ombudsman.org.uk/>

## **FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

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

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

#### **DATA PROTECTION**

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

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

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