Freeway Uber
Policy Wording Booklet

Version 1.1
Date Issued: 01/03/2022

Sabre Insurance Company Limited administered by **Freeway UK Insurance** Limited
Underwritten by **Sabre Insurance Company Limited**

Private hire Uber Motor Insurance Contract

This **Policy** and the information you have provided to **us** forms part of the contract of insurance. **You** are required to update **Freeway UK Insurance** with any changes to **your Policy** information. In return for **your** premium, **we** will provide the cover shown in **your Policy** for accident, injury, loss, or damage that happens within the **Territorial Limits** during the **Period of Insurance**.

This **Policy** is exclusively for **Private hire Vehicles** which operate through Uber. **Freeway UK Insurance** will validate that **you** have an active Uber account at the point of inception of **your Policy**. **You** are required to notify **Freeway UK Insurance** if during the **Period of Insurance**, **you** no longer work for Uber.

This **Policy** document gives details of **your** cover, and it should be read along with **your Schedule**, **Certificate** of motor insurance and **Statement of Fact**. Please take time to read these documents that contain important information about the details **you** have given. **You** should also show **your Policy** to anyone else who is covered under it.

Provision of insurance under this **Policy** is conditional upon **you**, any person entitled to drive **your Vehicle**, and anyone else whose liability is covered under **your Policy**, having met the terms and conditions of **your Policy** insofar as they can apply. All the information that **you** have given to us must be true and complete to the best of **your** knowledge and belief. If **you** do not do so, then **your** insurance may not protect **you** in the event of a claim.

The law of England and Wales will apply to this contract. By purchasing this **Policy**, **you** have agreed to this.

None of the terms and conditions of this **Policy** will restrict the obligations **we** have as an insurer of compulsory insurance, specifically in relation to **our** obligations under the Road Traffic Act 1988. The parties to this contract are **you** and **us**. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999, and no variation of this contract, nor any supplemental or ancillary agreement shall create any rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this Act.

Sabre Insurance Company Limited is registered under company number 2387080 with its registered office at Sabre House, 150 South Street, Dorking, Surrey, RH4 2YY. **Sabre Insurance Company Limited** is authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority and Prudential Regulation Authority.

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Definitions

This part of the **Policy** sets out the words which have a special meaning. Each word is listed with the meaning explained below it and is shown in **bold** type whenever it appears in the **Policy**.

Accessories: All **Accessories** to the **Vehicle** forming an integral part of the **Vehicle** including radios, other entertainment and communications equipment connected to a power source within the **Vehicle** and permanently fitted satellite navigation equipment as supplied by the **Vehicle** manufacturers as standard.

Approved repairer: A repairer from **our** approved network, whom **we** will authorise to repair **your Vehicle** following a claim under Section 1 Damage to **your Vehicle**, or Section 2 Fire and Theft of this **Policy**.

Approved windscreen repairer: A repairer from **our** approved network, whom **we** will authorise to repair or replace **your windscreen** as shown on **your Schedule** and **Certificate** of motor insurance.

Business use: A **Vehicle** being used for the specific purpose of carrying out **your** business, this cannot include any limitations specified on your **Certificate** of Insurance.

Certificate: The document required by the relevant road traffic legislation to certify the existence of the minimum compulsory insurance, who may drive and the purpose for which the **Vehicle** may and may not be used.

Endorsement: The amount **you** must pay towards any claim as is shown in **your Policy Schedule**. **You** are responsible for the **Excess** even if the incident is not **your** fault.

Freeway UK Insurance: **Freeway UK Insurance** Services Limited are the intermediary who administrates the policies for **Sabre Insurance Company Limited**.

Hazardous Goods: Any substance within the United Nations Hazard Classes (including any sub-division):

1. Explosives
2. Gases
3. Flammable liquids
4. Flammable solids
5. Oxidising substances
6. Toxic and infectious substances
7. Corrosives
8. Miscellaneous

Legal Representative: Any person(s) appointed to act on **your** behalf in relation to any claims arising during the terms of **your Policy**.

Licenced to Operate: Any council operating area in which you have been issued a taxi plate and badge for the purposes of **Private hire**.

Market Value: The cost of replacing the **Vehicle** with a **Vehicle** of similar make, model, age, mileage, and condition immediately preceding the time of the loss or damage of **your** estimate of value of the **Vehicle** (where appropriate) as last declared to **us** whichever is the lower amount.

Period of Insurance: The duration of the **Policy** as shown in the **Schedule** and **Certificate** of motor insurance.

Partner: **Your** husband, wife, civil **Partner**, or a person with whom **you** live on a permanent basis at the same address, sharing financial responsibilities as if **you** were married to them. This does not include business **Partner**s, unless **you** have a relationship with them as described in the first sentence.

Family: A direct relation to **you** such as a mother, father, or your children

Household: People with who **you** live with on a permanent basis at the same address, either sharing financial responsibilities including any **Partner** or who are dependent on yourself, such as a child.

Definitions

Excess(es): The amount you must pay towards any claim as is shown in your **Policy Schedule**. You are responsible for the **Excess** even if the incident is not your fault

Policy: This **Policy** wording for **your** motor insurance together with **your Schedule** of motor insurance.

Private hire: A motor **Vehicle** constricted or adapted containing up to a maximum of 9 seats (including the driver), other than a hackney carriage or public service **Vehicle** or a London cab or tramcar, which is provided for hire with the services of a driver for carrying passengers.

Schedule: The document containing specific details of **you**, and insurance cover relating to this **Policy**.

Statement of Fact: The form showing the information **you** gave **us** or was given on **your** behalf. The **Statement of Fact** forms part of the contract of insurance.

Territorial Limits: Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Trailer: Any form of **Trailer**, caravan or **Vehicle** which is towed by a **Vehicle** insured under this **Policy**.

You/your: The person or party named in the **Schedule** and the **Certificate** of motor insurance.

Vehicle: Any motor **Vehicle** (including any private car) mentioned by description or registration mark on the **Certificate** of motor insurance and in the **Schedule**.

Sabre Insurance Company Limited: **Sabre Insurance Company Limited** are the insurer.

We/Us/Our: **Sabre Insurance Company Limited**

Claims Service

We hope that **you** are never unfortunate enough to have an accident or loss, however **we** also know that these things happen, and that the true value of **your Vehicle** insurance lies in the service **you** receive at this difficult time.

You should notify **Freeway UK Insurance** of any accident or loss within 24 hours of the occurrence. By notifying **Freeway UK Insurance** as soon as possible, **Freeway UK Insurance** can settle **your** claim quicker, and if **your Vehicle** is repairable, arrange for one of **our** nominated **Approved repairers** to be notified as soon as possible. Furthermore, quickly notifying **Freeway UK Insurance** of the incident means that the details are fresh in **your** mind and can help **Freeway UK Insurance** lessen the costs involved in dealing with **your** claim, helping **Freeway UK Insurance** to keep **our** prices as low as possible.

What to do if **you** have an accident – remember **STOP**:

Stop at the scene of the accident, never admit blame, or offer to pay for damage, and tell **us** if anyone else does.

Tell **us** about the claim – this can be reported by using **our** claims app, which can be downloaded from the App Store or Google Play Store, via telephone on 01928 398 973, or using **our** website. It's important that **you** report it to **us**, even if **you** do not want to make a claim.

Obtain the name and contact details of any third party involved, the make, model and registration number of any third-party **Vehicles** involved, and any witness details where applicable.

Police. Call the police if there has been an injury, or if any driver does not stop at the scene or give their details.

If **you** become aware of any insurance related incident, **you** must tell **Freeway UK Insurance**, even if **you** don't want to make a claim.

Claims handling services are provided in **Partnership** with **our** service provider. If **you** need to make a claim, **you** (or in **your Legal Representative** in the event **you** are incapacitated) should use the Claims App, call the dedicated claims helpline number 01928 398 973 or by emailing FNOL@freewayinsurance.co.uk

Do not admit that **you** are responsible, or make any offer, promise, or payment without written permission from **Freeway UK Insurance**. Follow the procedures below:

- Send **Freeway UK Insurance** written details as soon as possible after any accident, injury, loss, or damage.
- Send **Freeway UK Insurance** unanswered, any letter or other communication as soon as **you** receive It from anyone else involved.
- Immediately inform **Freeway UK Insurance** of any prosecution, coroner's inquest, or fatal accident inquiry involving any person covered by this insurance.

Provide **Freeway UK Insurance** with all the information and assistance **we** require.

Need to make a claim?

Simply report via the app, website, by email or call our claims team on
01928 398 973
FNOL@freewayinsurance.co.uk

Remember to download the Claims App now, to ensure that **you** have it available to report if an incident occurs. Alternatively, save the above number in **your** mobile phone.

Outside of operating hours, claims can still be reported in the following ways:

- Using the **Freeway UK Insurance** Claims App
- Via the **Freeway UK Insurance** Website
- By Email - FNOL@freewayinsurance.co.uk

Your Cover Explained

We have broken down **your Policy** cover into sections, the below table explains what these sections are and what level of cover they apply to.

Please refer to the row that matches the level of cover **you** have selected (details of which can be found on **your Statement of Fact** and **Policy Schedule**).

Comprehensive*	*All Sections Apply.*
Third Party Fire and Theft*	Section 2 - Fire and Theft Section 3 - Liability to Other People and Their Property Section 7 - No Claim Discount Section 8 - Territorial Limits Section 9 - Carriage of Goods for Hire and Reward
Third Party Only*	Section 3 - Liability to Other People and Their Property Section 7 - No Claim Discount Section 8 - Territorial Limits Section 9 - Carriage of Goods for Hire and Reward

*All **Policy** cover levels are subject to exclusions set out in the relevant sections in this **Policy** document.

Section 1 - Damage to Your Vehicle

What is covered?

We will indemnify **you** against the damage to the insured **Vehicle** (including its **Accessories** and spare parts while therein or thereon) caused by accidental means, including malicious damage by any person other than **you** or any person(s) acting under the direction or instruction of **you**.

The maximum amount payable by **us** in respect of damage to the **Vehicle** shall be the **Market Value** of the **Vehicle** immediately prior to the time of such loss or damage, or **your** estimate of value of the **Vehicle** (where appropriate) as last declared to **us**, whichever is the lower amount. If **you** are paying for **your Policy** by finance, any monies owed to the finance company will be paid directly to **Freeway UK Insurance** and any balance of the settlement will be paid to **you**. The deduction will be made prior to the settlement of any hire purchase of finance agreement for **your Vehicle**.

If you have bought **your Vehicle** under a finance or hire purchase agreement, or are leasing it, any money owed to the company or bank involved will be paid directly to that company or bank first, and any balance of the agreed settlement sum will then be paid to **you**. On payment of the **Market Value**, the salvage will become **our** property unless otherwise agreed by **us**.

If **your Vehicle** is disabled as a result of loss or damage insured under this **Policy**, **we** will bear the reasonable cost of protection and removal to the nearest competent repairers. **We** will also pay the reasonable cost of redelivery to **you** after the repair of such loss or damage to **your** chosen address in the United Kingdom.

We may choose to repair **your Vehicle** with parts not supplied by the manufacturer of **your Vehicle**. If any lost or damaged parts are no longer available, **we** will pay an amount equal to the costs shown in the manufacturer's latest price guide, together with reasonable fitting costs.

If **you** have an accident that is not **your** fault, and the driver of the other **Vehicle** is not insured, **your** No Claim Discount won't be affected, and **you** won't have to pay **your Excess**, providing **you** report the incident to **us** within 24 hours of the incident occurring, and supply the following:

- The **Vehicle** registration number, make, and model of the **Vehicle** of any third party involved.
- Where possible, the name and address of the uninsured driver.
- Details of any witnesses to the incident (where applicable).
- Enough information that would confirm this is a non-fault accident (e.g., road layout, images, **we** may also request an engineer's report).

All information provided to **Freeway UK Insurance** regarding accidents reported must be true and complete to the best of **your** knowledge and belief. If **we** establish that **you** have recklessly or carelessly provided **us** with incorrect information, the uninsured driver cover will not be effective under **your Policy**.

Accidental Damage Excess Reduction

We shall not be liable for the amount of **Excess** shown in the **Schedule**. **We** will agree to reduce the **Accidental Damage Excess** in respect of any incident which may be the subject of a claim under the **Policy**, provided that all of the following conditions are met:

- The incident is notified within 12/24 hours (see further details in the table below) of the incident taking place by calling **Freeway UK Insurance** appointed Claims Service Providers on 01928 398 973.
- **And You** use **our Approved repairers**.
- **And You** do not report this incident to any other party (Excluding Police) or utilise another supplier's services other than **Freeway UK Insurance** appointed Claims Service.
- And the following details are provided (as a minimum):
    - Registration number of any third-party **Vehicle** involved.
    - Make and model of any third-party **Vehicle** involved.
    - Name of any third-party involved.
    - Contact telephone numbers for the third party(s).
    - Any witness details (where applicable).
    - Name and numbers of any passengers of your **Vehicle**
    - Images of all **Vehicles** involved in the accident

No reduction will apply to damage caused by fire, theft (included attempted theft), malicious damage/vandalism, flood, or where there is no third-party **Vehicle** involved.

100% **Excess** reduction for claims reported within 12 hours of the incident and the above conditions being met. 50% **Excess** reduction for claims reported within 24 hours of the incident and the above conditions being met.

What is not covered?

We will not be liable for:

- Loss of use, depreciation or wear and tear, or any part of the cost of repair that leaves **your Vehicle** in a better condition than before the loss or damage occurred.
- Any reduction in **Market Value** following repair.
- Mechanical, electrical, electronic or computer faults, breakdowns, or breakages including mechanical damage arising from the use of incorrect fuel.
- Damages to tyres by the application of brakes or by punctures, cuts, or bursts.
- Any cost in **Excess** of the manufacturers' last list price at the time of the accident in respect of any part of the **Vehicle** which is unobtainable or obsolete.
- Audio visual recording or reproduction equipment, radio and audio equipment including public address systems, taxi metering systems, ticketing machines or television/video equipment permanently fitted to **your Vehicle** over a limit of £250 (subject to the **Excess** shown in the **Schedule**) and not being the manufacturers' standard equipment fitted at first registration. No cover will be provided for any other items left in **your Vehicle**.
- Under this section of the **Policy** for loss or damage as a result of theft, attempted theft, fire, lightning or explosion.
- The cost of a replacement or courtesy **Vehicle** unless supplied by an **Approved repairer**.
- Any costs incurred as a result of loss or damage to keys (or keyless entry systems).
- Loss/damage to the **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 the insureds **Family**/**Household**/acquaintance unless proof can be provided that the driver intended to permanently deprive the insured of the **Vehicle**.
- Loss of your **Vehicle**, where possession is obtained by misrepresentation or deception including deceived into giving your **Vehicle** keys to an unauthorized person
- Frost Damage

Section 2 - Fire and Theft

What is covered?

We will indemnify you against damage as a result of theft, attempted theft, fire, lightning or explosion to your **Vehicle** and its **Accessories**.

The maximum amount payable by **us** in respect of loss or damage to the **Vehicle** shall be the **Market Value** of the **Vehicle** immediately prior to the time of such loss or damage, or your estimate of value of the **Vehicle** (where appropriate) as last declared to **us** whichever is the lower amount. If **you** are paying **your Policy** by finance, any monies owed to the finance company will be paid directly to **Freeway UK Insurance**, and any balance of the settlement will be paid to **you**. The deduction will be made prior to the settlement of any hire purchase or finance agreement for **your Vehicle**. If **you** have bought **your Vehicle** under a finance or hire purchase agreement, or are leasing it, any money owed to the company or bank involved will be paid directly to that company or bank first, and any balance of the agreed settlement sum will then be paid to **you**.

We shall not be liable for the amount of the **Excess** shown in the **Schedule**. If **your Vehicle** is disabled as a result of loss or damage insured under this **Policy**, **we** will bear the reasonable cost of protection and removal to the nearest competent repairers. **We** will also pay the reasonable cost of redelivery to **you** after the repair of such loss or damage to **your** chosen address in the United Kingdom.

In the event of theft of the car keys or lock transponder of any **Vehicle**, **we** will pay for the replacement of:

- The door locks and/or boot lock.
- The ignition steering lock.
- The lock transponder and/or central locking interface.

This cover shall be limited to £500 in respect of any one occurrence.

What is not covered?

We will not be liable for:

- Loss of use, depreciation or wear and tear, or any part of the cost of repair that leaves **your Vehicle** in a better condition than before the loss or damage occurred.
- Any reduction in **Market Value** following repair.
- Mechanical or electrical electronic or computer failures, breakdowns, or breakages, including mechanical damage arising from the use of incorrect fuel.
- Damage to tyres by the application of brakes, or by punctures, cuts, or bursts.
- Any cost in **Excess** of the manufacturers' last list price at the time of the accident in respect of any part of the **Vehicle** which is unobtainable or obsolete.
- Audio visual recording or reproduction equipment, radio and audio equipment including any public address systems, two-way radio equipment, taxi metering equipment, ticketing machines, television/video equipment and satellite navigation equipment that is fitted to **your Vehicle** over a limit of £250 (subject to the **Excess** shown in the **Schedule**), and not being the manufacturers' standard equipment fitted at first registration. No cover will be provided for any other items left in **your Vehicle**.
- Loss of **your Vehicle** where possession is obtained by misrepresentation or deception.
- Loss of **your Vehicle** or its contents by theft or attempted theft, unless the ignition key was removed from **your Vehicle** and the **Vehicle** is locked, and the windows and sunroof have been secured.

Section 3 - Liability to Other People and Their Property

What is covered?

We will pay if **you** have an accident which is caused by **your Vehicle** or any **Trailer** being properly towed (in accordance with both the law and manufacturer's design specifications) by **your Vehicle** (for which cover is provided under this section).

If that accident results in **you** being legally liable for:

- A person's death or injury.
- Damage to their property to a maximum of £20,000,000 (including all legal and other expenses) for any one claim or number of claims arising from one cause.

On the same basis that **we** cover **you** under this section, **we** also cover:

- Any person driving **your Vehicle** with your permission, but only if the **Certificate** names that person and allows that person to drive.
- Any passenger travelling in or getting into or out of **your Vehicle**.

In the event of an accident involving a **Vehicle** insured under this section, **we** will also refund any payments that anyone using the **Vehicle** has made under the Road Traffic Act for emergency treatment.
In respect of any event which is covered under this Section, if **we** first agree in writing, **we** will arrange and pay:

- Up to £35,000 towards **your** legal fees and expenses for defending legal proceedings, including appeals.

What is not covered?

- Any cover unless the proceedings relate to an actual or alleged act, failure to act or accident arising from **you**, or a person on **your** behalf using, or **you** having or owning, a motor **Vehicle** or **Trailer** where compulsory insurance or security is required by the Road Traffic Act;
- For any loss where **your** car is being used for criminal purposes (including avoiding lawful apprehension), or deliberate use of **your** car:
    - To cause damage to other **Vehicles** or property; and/or
    - To cause injury to any person and/or to put any person(s) in fear of injury.
- Where cover is provided by any other **Policy**:
- For any liability if any person insured under this section does not keep to the terms, exceptions, and conditions of this **Policy**:
- For any liability for any person who either:
    - Is aware that the driver does not hold a valid licence to drive the **Vehicle** for the reason It is being used;
    - Fails to take all reasonable care that the driver observes their licence conditions.
- For legal costs and expenses incurred without **our** written consent.
- For anyone killed or injured while they are working with or for the driver of the **Vehicle** unless **we** must provide cover under the Road Traffic Acts.
- For anyone **we** insure under this section, if the claim relates to loss or damage to property that belongs to them or is in their care.
- For any loss or damage to the **Vehicle** covered by this **Policy**.
- For any liability incurred outside the **Territorial Limits** and foreign use as details in Section 9 – **Territorial Limits** and Foreign Use.

- If an accident happens whilst **you** or any person entitled to drive under **your** current **Certificate** of Motor Insurance is convicted of an offence involving drink or drugs, was driving under the influence of drink or drugs, or fails to provide a specimen. Instead, **our** liability will be restricted to meeting **our** obligations as required by the Road Traffic Act (to third parties). In these circumstances, **we** reserve the right to recover from **you**, or the driver, all sums paid (including all legal costs), whether in settlement or under a judgment of any claim arising from the accident.
- For any loss in connection with any claim arising out of, based upon, or attributable to any act which a judge, jury or other official tribunal or panel finds, or which an insured admits to be a criminal, dishonest or fraudulent act; and in such event, the insurer shall be reimbursed for all losses paid for in connection with such claim from the insured.

Section 4 - Windscreen Damage or Replacement

What is covered?

You may claim for damage to **your Vehicle's** windscreen or windows, **you** may also be able to claim for any bodywork scratched by broken glass from the window or windscreen, of which the conditions and limits are outlined in Section 1 (page 9).

The cover level is unlimited, less an **Excess** of £120 for replacement and £50 for repairs.

Repair or replacements must be carried out by **our Approved windscreen repairer**.

If the repair or replacement is carried out by any other repairer, the cover level will reduce to £200, less an **Excess** of £120 for replacement and £50 for repairs.

Your no claim discount will not be affected by any claims paid under this section (except where the claim involved any other repair/replacement other than glass, such as bodywork if you have comprehensive cover; in these circumstances the No Claim Discount level will be affected).

This Policy allows **you** to make one claim for a repair to **your Vehicle** windscreen or windows, or one claim for a replacement windscreen or windows within the **Period of Insurance**.

Please note that windscreen cover is only available where you have opted for Comprehensive cover.

To make a claim, please call **our** Claims telephone number 01928 398 973 quoting your **Policy** number.

What is not covered?

- The first £120 of each and every claim for replacement windscreen or glass (where covered), unless the front windscreen or windows were repaired, then the first £50 of each and every claim.
- The cost of any alternative transport.
- Increased repair and replacement part, unit, or accessory costs due to non-availability and/or waiting time delivery.
- To repair or replace any other glass forming part of **your Vehicle**, such as:
    - Sunroofs
    - Panoramic glass
    - Panoramic roof
    - Roof Panels
    - Lights/Reflectors

Section 5 - Personal Accident Cover

What is covered?

In the event of any permitted driver sustaining bodily injury as a result of an accident in direct connection with **your Vehicle**, which results within 3 months in:

- Death.
- Permanent loss of sight in one or both eyes.
- Loss of one or more limbs by physical severance at or above the wrist or ankle.

We will pay a maximum of £5000 to the driver so injured, or to that person's **Legal Representative.**

What is not covered?

- In respect of any person under 17 years old.
- In respect of death or bodily injury resulting from, contributed to, or accelerated by suicide or the abuse of alcohol or drugs.
- In respect of death or bodily injury resulting from, contributed to, or accelerated by not wearing a seatbelt

Section 6 - Medical Expenses

What is covered?

If **you** or anyone in **your Vehicle** is injured in an accident involving **your Vehicle**, **we** will pay medical expenses of up to £250 for each injured person.

Section 7 - No Claim Discount

Subject to satisfactory evidence, a discount will be allowed against the inception or renewal premium, **we** can provide the level of discount applicable upon request. Providing this insurance has been in force for the full **Period of Insurance** and no claim has arisen or is pending since the last renewal or inception of cover, **we** will allow a discount from the renewal premium in accordance with the No Claim Discount scale.

Protected No Claim Discount

No Claim Bonus protection does not protect the overall price of **your insurance Policy**. The price of **your insurance Policy** may increase following an accident, fire or theft claim, even if **you** were not at fault and have Protected No Claim Bonus.

No Claim Bonus protection allows **you** to make one fault claim in one 12-month period before **your** number of No Claim Bonus years is reduced, as detailed on the tables opposite.

The tables on this page show what would happen to **your** NCB years if **you** were to make one or more fault claims in the **Period of Insurance** with and without protection.

Any No Claim Bonus entitlement must have been earned on a previous public/**Private hire** insurance **Policy**. **We** are unable to accept proof of No Claim Bonus earned on any other type of **Policy** (e.g., private car).

Protected No Claim Discount

No. of years no Claim Discount	Number of Years step back to		
	1 fault claim	2 fault claims	3 fault claims
0	Protected no Claim Discount not available		
1	1	0	0
2	2	0	0
3	3	1	0
4	4	2	0
5	5	2	0
6	6	2	0
7	7	2	0
8	8	2	0
9+	9+	2	0

Not Protected No Claim Discount

No. of years No Claim Discount	Number of Years step back to		
	1 fault claim	2 fault claims	3 fault claims
0	0	0	0
1	0	0	0
2	0	0	0
3	1	0	0
4, 5, 6, 7, 8 or 9	2	0	0

Section 8 - Territorial Limits and Foreign Use

Optional Extension of Foreign Use

The cover provided under this **Policy** is automatically extended to give **you** the minimum insurance cover required to comply with compulsory insurance of motor **Vehicles**:

- In any country that is a member of the European Union.
- In any other country that has made arrangements which meet the insurance conditions of and is approved by the commission of the European Union.

Please be advised, this cover is for the minimum level required in each of the instances specified above, and as such **you** are unable to claim for **your own vehicle** damage under this section of the **policy**.

This includes any period when **your Vehicle** is in transit (including loading and unloading) between such countries by a recognised air, sea, or motorail route, up to a maximum transit period of 65 hours.

This cover only applies:

- If **your** visit to these other countries is temporary and **your** permanent home is in the United Kingdom.
- For social, domestic, and pleasure purposes only. **You** are not insured to transport goods for hire and reward outside of the United Kingdom or to use **your Vehicle** for any business purpose.

Section 9 - Carriage of Goods for Hire and Reward

What is covered?

Under this **Policy you** will have the option to use **your Vehicle** to transport goods for Hire and Reward relating to fast food delivery and parcel/package delivery.

This is an extension to your taxi **Policy**, and therefore the insured must adhere to all general conditions of the **Policy** in order to participate in such work.

Cover will be provided for the following:

- Fast food delivery (Uber Eats, Just Eat, Deliveroo, Stuart, One Delivery, Zomato, Foodhub, Open Table, Happy Cow, Grub Hub)
- Parcel Delivery

Any work that is not specified above must first be approved by **us**.

What is not covered?

We will not provide cover for the theft, loss or damage to any goods being carried in the insured **Vehicle**, relating to Hire and Reward, during the transportation.

We will also not cover:

- Any loss or damage as a result of an unsafe load, or a load which has not been correctly or safely secured. Unsafe load defined as anything above the maximum authorized mass (MAM), as stated in the **Vehicles** V5 logbook.
- Transportation of any **Hazardous Goods**, human remains, livestock or cash.
- Cover will not apply for the removal of furniture.
- Transportation of any goods deemed dangerous. This includes materials that are radioactive, flammable, explosive, corrosive, oxidising, asphyxiating, biohazardous, toxic, pathogenic or allergenic.

General Conditions Which Apply to Section 1 to 9

Information You Have Given Us

In deciding to accept this **Policy** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information, **we** will treat this **Policy** as if it never existed and decline all claims.

If **we** establish that you carelessly provided us with false or misleading information, it could adversely affect **your Policy** and any claim. For example, **we** may:

- Treat this **Policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered.
- Amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness.
- Reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium we would have charged **you**; or
- Cancel **your Policy** in accordance with the right to cancel condition below.

We or **Freeway UK Insurance** will write to **you** if **we**:

- Intend to treat **your Policy** as if it never existed; or
- Need to amend the terms of **your Policy**.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **Freeway UK Insurance** as soon as practicable.

Insured's Duty

Provision of insurance under this **Policy** is conditional upon **you**, any person entitled to drive **your Vehicle** and anyone else whose liability is covered under **your Policy**, having met the terms and conditions of **your Policy** insofar as they can apply.

Any declarations made or statements given (upon which the insurer has relied in providing this insurance) are complete and correct as far as **you** know.

You (or a representative acting on **your** authority) must make a fair presentation of the risk to **Freeway UK Insurance** in order to accurately and fairly assess the 'risk'.

You must:

- Disclose every circumstance which **you** know, or ought to know.
- Provide sufficient disclosure to allow **Freeway UK Insurance** to make further enquiries (where appropriate).
- Disclose information in a clear and accessible manner.
- Ensure all the information **you** provide is correct.
- Ensure representations in relation to expectation or belief are made in good faith.

Remedies for breach of fair presentation

If it is established **you** (or a representative acting on your authority) have deliberately or recklessly (including fraudulently) failed to make a fair presentation of the 'risk', or circumstances of a claim, **we** may:

- Avoid the **Policy** and retain all premiums paid, including cancelling any other **policies you** hold with **us**.
- Recover any amounts **we** have paid (e.g., claims) or expenses **we** have incurred.
- Reject a claim or reduce the amount of payment **we** make.

If it is established **you** (or a representative acting on **your** authority) have not been deliberate or reckless, **we** may take the following actions, depending on what **we** would have done had **you** (or a representative acting on **your** authority) disclosed the correct information at inception of (or during) the **Policy**:

- If **we** would not have entered into the **Policy**, **we** may avoid the **Policy** and return any premium we charged. In such case, **we** will recover any amounts **we** have paid (e.g. claims) or expenses **we** have incurred; or
- If **we** would have entered into the **Policy**, but on different terms and/or for an increased premium, **we** may apply those terms to our **Policy** (e.g. different limits of indemnity, **Excess**es or exclusions) and/or charge the additional premium.

Payments made under compulsory insurance regulations and right of recovery

If **we** are required to pay a claim under Road Traffic Law, or the law of the country in which the **Policy** operates (including settling a claim on a reasonable basis in anticipation of such a liability), which **we** would not otherwise be liable to pay had the law not existed, **we** shall be entitled to recover such payments (including legal costs of reasonably defending the claim) **we** make from **you** if **you** or any other insured person:

- Caused the loss directly or indirectly.
- Caused or permitted the **Vehicle** to be driven by an uninsured driver.
- Through act or omission, caused this insurance to be invalid.

General Conditions Which Apply to Section 1 to 9 Continued

Claims Procedure

You or **your Legal Representative** shall give notice to **Freeway UK Insurance** as soon as is practicable of any accident, loss or damage which may the subject of indemnity under this **Policy** with any particulars thereof. There are several ways a claim can be reported:

- Using **our** dedicated claims helpline number 01928 398 973.
- Using the **Freeway UK Insurance** Claims app.
- Via the **Freeway UK Insurance** website.

Every claim form, writ, summons (court document), legal proceedings or any other communication relating to a claim shall be forwarded to **Freeway UK Insurance** immediately upon receipt.

Upon notifying **Freeway UK Insurance** of any accident, loss or damage **you** must provide **us** with all relevant information and assistance that **we** may reasonably require. This includes:

- **Your** contact details and full details for any passengers of **your Vehicle**.
- Information regarding the accident and details of any damage/loss to **your Vehicle**.
- If there are any third parties involved, **you** must provide all relevant contact and **Vehicle** information. This includes full name, phone number and **Vehicle** reg. Where possible, **you** must provide **us** with any third party's address and insurance information.
- Where possible, **you** must maintain and provide **us** with any CCTV or dashcam footage.
- Details of any witnesses.

Failure to disclose any of the above, or failure to cooperate may result in **us** refusing to settle **your** claim.
When reporting a claim, **we** may request from **you** the relevant documentation and assistance **we** require to enable any claim to be validated. Failure to comply may result in **Sabre Insurance Company Limited** refusing to settle your claim.

Some examples of what **we** may request are:

- Driving licence
- Proof of identity and/or address
- **Vehicle** documentation such as V5 logbook or MOT Certificate
- Receipts and invoices
- Finance Documents
- Job list including journey details

We retain **our** rights to deal with all claims as a condition of this **Policy**, and this is confirmed by **your** acceptance to commence cover. **You** or **your Legal Representative** shall not:

- Offer any admission of liability, neither in full nor part for any incident.
- Offer compromise payment; or
- Offer indemnity. This cannot be given:
    - By on or behalf of **us**.
    - By any person claiming to be indemnified without the written consent of **us**.

Claims Procedure continued

We are entitled to take over and conduct in **your** name (or any named person, as per **your Policy Schedule**), the defense of any claim or to prosecute in **your** name (or named persons). This includes the defense or settlement of any claim for indemnity, damages or otherwise, and **we** shall have full discretion in the conduct of any proceedings in the settlement of any claim.

You and **your Legal Representative** shall give all requested information, cooperation and assistance as **we** may require.

If **your Policy** is paid for via Direct Debit, and **your Vehicle** is deemed to be a Total Loss by the engineer, or **you** have been provided with cash in lieu payment, any balance that remains to be paid on **your** Direct Debit agreement will be deducted from **your** claim settlement amount. This will be used to pay off the balance of **your** Direct Debt agreement, so there will be no further payments to be made for the remainder of **your Policy**.

If **you** are replacing a **Vehicle** which has been deemed a Total Loss after an accident, no return of premium will be given, and an additional premium may be required for the remaining portion of the **Policy**.

In the event of an actual or constructive total loss, the **Policy** will be cancelled, but **we** may at a customer's request (but always at **our** sole discretion) allow a period of time of up to [14] days to replace the **Vehicle**. If **you** decide not to replace **your Vehicle** within this time, **your Policy** will be cancelled in line with the cancellation terms (outlined in the 'Cancellation' section).

In the event of **your Vehicle** being stolen and unrecovered, **we** will provide a seven (7) days' notice of cancellation from the date you notify the loss to **us,** but this will not affect any claim for the loss of **your Vehicle**. In the event that **your Vehicle** is subsequently recovered, **you** must inform us before driving the **Vehicle**, as otherwise **you** will not be covered.

Fraud

If you or anyone acting on your behalf makes a fraudulent, false or exaggerated claim under this Policy, we will be entitled to refuse to settle the whole of the claim and make any recoveries that we have already settled. We may also notify you that we will be treating this Policy as having been terminated with effect from the date of the fraudulent act.

If **we** terminate this **Policy** under this condition, **you** will have no cover under this **Policy** from the date of the fraudulent act and will not be entitled to any refund of premium irrespective of whether **we** are required to meet any claim at all. **We** may also recover any settlement made in regard to any other claim on **your Policy**. This clause also applies to false statements made when taking out the **Policy** or bringing a claim, or if **you** provide false documents in support of a claim.

If any fraud is perpetrated by, or on behalf of, an insured person and not on behalf of **you**, this condition should be read as if it applies only to that insured person's claim, and references to this **Policy** should be read as if they were references to the cover affected for that person alone, and not to the **Policy** as a whole.

In the event of fraud, we will not refund **your** premium.

You must always answer our questions honestly and provide true and accurate information. If you, any other insured person or anyone acting on your behalf:

- Provides us with false, exaggerated or misrepresented information
- Submits false, altered, forged or stolen documents.

We will take one or more of the following actions:

- Amend **your Policy** to show the correct information and apply any change in premium
- Cancel **your Policy**, under certain circumstances this may be with immediate effect
- Declare **your Policy** void
- Refuse to pay **your** claim, or only pay part of **your** claim
- only pay a proportion of **your** claim
- Keep the premium **you** have paid
- Recover any costs incurred from **you** or any other insured person.

If you or anyone representing you:

- Provides us with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance
- Deliberately misleads us to obtain cover, gain a cheaper premium or more favorable terms
- Provides us with false documents
- Makes a fraudulent payment by bank account and/or card to Freeway Insurance Services

We may:

- Agree to amend your **Policy** to record the correct information, apply any relevant **Policy** terms and conditions and collect any additional premium due.
- Reject a claim or reduce the amount of payment we make.
- Cancel or void your **Policy** (treat it as if it never existed), including all other policies which you have with us, and apply a cancellation premium charge.

Where fraud is identified we will:

- Not return any premium paid by you
- Recover from you any costs we have incurred
- It is our practice to co-operate 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

Cancellation

You may cancel this **Policy** within fourteen (14) days of the date of **Policy** inception. If **you** choose to do this, **we** will refund a percentage of premium calculated on a daily pro-rata basis equivalent to the period of cover left unused, this is subject to a minimum amount of £50 + Insurance Premium Tax (IPT) to cover administrative expenses incurred by **us** in the cancellation of **your Policy**. This charge may be in addition to any cancellation charges levied by **Freeway UK Insurance** (which are set out in the Terms of Business Agreement). Please note that the premium will be payable in full, with no refund entitlement in the event that a claim has arisen in the then current **Period of Insurance**.

You may cancel this **Policy** at any time outside of 14 days by telling **us** by email or telephone and provided no claim has arisen in the then current **Period of Insurance**. **You** will be entitled to a refund of premium calculated on a daily pro-rata basis equivalent to the period of cover left unused, this is subject to a minimum charge of £75 + Insurance Premium Tax (IPT). This charge may be in addition to any cancellation charges levied by **Freeway UK Insurance** (which are set out in the Terms of Business Agreement). Please note that the premium will be payable in full with no refund entitlement in the event that a claim has arisen in the then current **Period of Insurance.**

We may cancel this **Policy** by sending a seven (7) days' notice of cancellation to **your** last known address and the last email address **you** supplied **us** with or by telephone; in such event **we** will refund a percentage of premium calculated on a daily pro-rata basis equivalent to the period of cover left unused, this is subject to a minimum amount of £75 + Insurance Premium Tax (IPT). This charge may be in addition to any cancellation charges levied by **Freeway UK Insurance** (which are set out in the Terms of Business Agreement). Please note that the premium will be payable in full with no refund entitlement in the event that a claim has a risen in the then current **Period of Insurance**.

If **you** have purchased **your Policy** online, and **we** establish after the purchase completion that the information provided to **us** is incorrect or incomplete, and that the new information results in **you** no longer meeting the underwriting criteria, **we** may cancel the **Policy** with immediate effect and provide **you** confirmation of this via email, telephone or in writing.

General Conditions Which Apply to Section 1 to 9 Continued

Cancellation (Continued)

If **you** have purchased **your Policy** online, and **we** establish after the purchase completion that the information provided to **us** is incorrect or incomplete, and that the new information results in **you** no longer meeting the underwriting criteria, **we** may cancel the **Policy** with immediate effect, or void the **Policy** from inception and provide **you** confirmation of this via email.

The **Policy**holder as named on the **Certificate if Insurance** is responsible for notifying all named drivers that cover on the insured **Vehicle** has ceased.

If the **Vehicle** insured under this **Policy** is sold and not replaced immediately, **you** must notify **Freeway UK Insurance** and the **Policy** will be cancelled. Where no claim has been made under the **Policy**, **we** will refund a percentage of the premium calculated on a daily pro-rata basis equivalent to the period of cover left unused.

Where **we** obtain proof of fraud or a serious non-disclosure, **we** may cancel the **Policy** immediately and backdate cancellation to the inception date or to the date when the incomplete or inaccurate information was supplied. **You** are responsible for notifying all named drivers that cover has been cancelled.

Other Insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance, except in respect of any **Excess** beyond the amount which would have been covered under such insurance had this insurance not been affected.

Automatic Renewal

When **you** purchase **your Policy**, **we** may offer **you** the option for the **Policy** to automatically renew when the **Policy** is due to expire. **We** will provide **you** with renewal terms in good time prior to renewal, and **we** will base the renewal on the information **you** provided when **your Policy** was originally purchased, and any updated information **you** have provided throughout the year. It is therefore important **you** contact **us** to advise **us** of any changes throughout the **Policy** year, to ensure that **your** renewal is based on the correct information.

If **you** do not want **your Policy** to be automatically renewed after **you** have opted in, **you** must call **us** before **your** renewal date to let **us** know.

Care of the Vehicle

You shall at all times take all reasonable steps to prevent injury and safeguard **your Vehicle** from loss or damage. **You** shall maintain **your Vehicle** in a roadworthy condition, and **we** shall have, at all times, free access to examine **your Vehicle**. **Your Vehicle** must be issued with a valid Ministry of Transport Test **Certificate** and/or plating **Certificate** where applicable.

In order to take sufficient care of **your Vehicle**, under no circumstances should **your Vehicle** be left unlocked when unattended. This includes any windows or sunroofs being left open or unsecured.

Failure to take reasonable care of **your Vehicle** as described above, may lead to **us** refusing to settle **your** claim.

Private hire Licences

For the duration of **your Policy**, **you** will be required to hold the valid and relevant licences for the use as specified on your **Certificate** of Insurance. If you either allow your **Private hire** Driver or **Vehicle** Licencing to lapse or surrender **your** licence to **your** Licencing authority without notifying us of this change, **we** may take any actions as detailed in the above section titled 'Remedies for breach of fair presentation' (see page 20).

Supply of Your Vehicle Information

You or **your Legal Representative** shall supply such details of any **Vehicle** to meet the requirements of any legislation applicable in Great Britain and Northern Ireland for entry on the Motor Insurance Database.

Law and Jurisdiction

Unless it has been agreed otherwise between both parties, the language of the **Policy** and all communications relating to it will be in English, and this contract of insurance will be governed by the law of England, Wales and Scotland, and any disputes arising in connection with this insurance will be submitted to the (non) exclusive jurisdiction of the relevant courts.

Drivers

You are unable to add a second driver to the **Policy** other than **your Partner** as long as **your Partner** holds the required licence in order to drive a licenced **Vehicle** (i.e. **Private hire** driver licence). ("**Partner**" is defined as your husband, wife, civil **Partner** or a person with whom **you** live on a permanent basis at the same address, sharing financial responsibilities, as if **you** were married to them. This does not include business **Partners**, unless **you** also have a relationship with them as described in the first sentence).

Market Value

The maximum amount payable in all under Section 1 and 2 for any one incident shall not exceed the **Market Value** (as defined in the **Policy**) of **your Vehicle** immediately prior to such loss or damage, or **your** estimate of value of **your Vehicle** (where appropriate) as last declared to **us**, whichever is the lower amount.

Generally

Any reference to any statute or regulation is to that statute or regulation as updated or reenacted from time to time; where used in this **Policy** the expression "including" means "including without limitation".

Mid Term Adjustments

When making a change to **your Policy you** need to contact **Freeway UK Insurance**, **we** can make changes to **your Policy** which is subject to a minimum premium charge of £50+ Insurance Premium Tax (IPT). This charge is in addition to any administration charges levied by **Freeway UK Insurance** (which are set out in the Terms of Business Agreement).

Driving Other Vehicles

You or a named insured person will not be covered under any sections of this **Policy** whilst driving another **Vehicle(s)**.

Vehicle Ownership

We may at any time request proof of ownership of **your Vehicle**. This may be in the form of:

- V5 logbook
- Finance / lease agreement
- Sales receipt
- Proof of payment from bank account / building society (if paid by cash, we may request proof of cash withdrawal).

If the **Vehicle** owner does not match that disclosed at inception of the **Policy**, this may lead to **us** refusing to settle **your** claim, or only paying part of the claim on a proportionate basis.

Use of Approved repairers

Many of the **Policy** benefits are available to you on the basis that you use our approved suppliers at point of claim. Failure to use **our** approved suppliers will lead to these benefits no longer being applicable. The **Policy** benefits affected are below:

- Reduced Accidental Damage **Excess** (LPAE95) – Failure to use **Freeway UK Insurance Approved repairers** will lead to your accidental damage **Excess** not being reduced.
- Uninsured Driver Protection.
- Early reporting benefit (LPAE99) – **You** will not be eligible for this **Endorsement** if you fail to use **Freeway's Approved repairers**.
- **Policy** add-ons – **You** will not be eligible to use the legal protection that has been provided to **you** free of charge if **you** fail to use **our Approved repairers**.

Uber Drivers

This **Policy** is exclusively for **Private hire Vehicles** which operate through Uber. **Freeway UK Insurance** will validate that **you** have an active Uber account at the point of inception of **your Policy**. If **you** do not have a valid Uber account, **your Policy** will be cancelled in line with the cancellation process on page 24.

If at any point during the **Period of Insurance your** Uber account is deactivated for any reason and **you** do not notify **us** of this change, **we** may take actions as detailed in the above section titled 'Remedies for Breach of Fair Presentation' (see page 19).

Cyber

We shall not be liable for any, death, bodily injury, loss or damage as a result of interference, malfunction or failure, either accidental or deliberate, with the **Vehides** electronics, computer systems or artificial intelligence systems as a result of an act of cybercrime or similar malicious act.

Hire Outside Licenced Area

You will be covered to operate outside your licenced operating area if the hire is pre-booked using an internet-based ride-hailing application. If you are not using an internet-based ride-hailing application the policy will not cover you to work outside your licenced operating area.

General Exceptions Which Apply to Section 1 to 9

None of the terms and conditions of this **Policy** will restrict the obligations **we** have as an insurer of compulsory insurance, specifically in relation to **our** obligations under the Road Traffic Act 1998. **We** shall not be liable in respect of:

1. Any accident, injury, loss, or damage arising out of **your Vehicle** being:

    - Used for any purpose other than the purpose specified on **your Certificate** of motor insurance, or while in the custody or control of a motor trader for the purpose of service or repair.
    - Driven by any person, not described in the effective **Certificate** of motor insurance or the **Schedule**.
    - Driven by any person, unless that person has a valid licence to drive **your Vehicle** or has held and is not disqualified from holding or obtaining such a licence except where **your Vehicle** is being driven under circumstances where a licence is not required by law.

2. Any liability which attaches by virtue of an agreement, but which would not have attached in the absence of such an agreement.

3. Loss, destruction of, or damage to any property whatsoever, or any resulting loss with the incident that cause **you** to claim under the **Policy** unless expressly stated in the **Policy**.

4. Any legal liability whatsoever directly or indirectly caused by, or contributed to, or arising from the following:

    - Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.
    - Radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

5. Any accident, injury, loss or damage arising during or in consequence of riot or civil commotion occurring in Northern Ireland or anywhere outside of Great Britain, Isle of Man, or the Channel Islands.

6. Any consequence of war, invasion, act of foreign enemy hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or terrorism as defined in Part 1 of the Terrorism Act 2006

7. Any accident, injury, loss, or damage, or liability arising in connection with any **Vehicle** being used "Airside". "Airside" shall mean that part of an aerodrome or airport provided for the take-off and landing of aircraft, and for the movement of aircraft on the surface parking aprons including the associated service roads and ground equipment areas and/or those parts of passenger terminals which come within the customs examination area, except as it is required by any applicable road traffic legislation.

8. Any accident, injury, loss, or damage arising out of **your Vehicle** being used for racing, pace making, reliability trials, speed testing, or use in connection with motor rallies, competitions, or trials.

9. Any person claiming indemnity if that person is entitled to indemnity under any other insurance.

10. Loss of use of **your Vehicle** or any resultant consequential loss.

11. Any loss, damage, or liability arising from pollution or contamination howsoever caused.

12. Any loss, damage, or liability arising out of any misdelivery (meaning the delivery of goods at a time or place, or in a manner not meeting contractual requirements) or any spillage, leakage, or discharge from **your Vehicle** howsoever caused.

13. Any accident, injury, damage, or loss caused directly or indirectly by carrying **Hazardous Goods**.

14. Any loss, damage, or liability whilst **your Vehicle** is being driven or used for conveying a load in **Excess** of that for which it was constructed, or in **Excess** of the maximum carrying capacity of **your Vehicle**, or while any load is being conveyed in an unsafe condition.

15. Any fines, penalties, punitive, or exemplary damages.

16. Any damages to **your Vehicle** whilst it is being driven by, or is in the charge of a person(s) named against this **Policy**, if they:

    - Are found to be over the legal limit for alcohol or drugs.
    - Are driving whilst unfit through drink or drugs, whether prescribed or otherwise.
    - Fail to provide a sample of breath, blood, or urine when required to do so, without lawful reason.

17. Any loss, damage, or liability whilst your **Vehicle** is being driven whilst using a telephone in an unlawful manner

18. Any loss where **your Vehicle** is being used for criminal purposes (including avoiding lawful apprehension), or deliberate use of **your Vehicle**:

    - To cause damage to other **Vehicles** on property: and/or
    - To cause injury to any person and/or to put any person(s) in fear of injury.

19. Any accident, injury, damage, or loss when the insured **Vehicle** is being driven in an unsafe, un-roadworthy or damaged condition, or does not have a valid MOT **Certificate** as required.

20. Any damage, loss, injury, or liability caused by the carrying of an unsafe load.

21. Rented out or used for a peer-to-peer hire scheme

22. For use outside your licenced operating area. (Unless exempt as stated in 'Hire Outside Licenced Area' on page 26)

Endorsements

The **Endorsements** shown below apply only if the **Endorsement** number is specified in **your** current **Schedule**, and are subject to the terms, conditions, and limitations of this **Policy**.

Where an **Endorsement** number is followed by:

- The registration number of a **Vehicle** and/or the name of any person, then the **Endorsement** shall only apply to either the **Vehicle** or person.
- Additional wording, then such wording shall be read in context with the full **Endorsement** wording.

SABT91 Compulsory Excess (Accidental Damage Fire and Theft)

You will be liable to pay the first amount specified in the **Schedule** of each claim arising under Section 1 and Section 2. This **Excess** is in addition to any other **Excess** that may apply.

SABT95 Reduced Accidental Damage Excess

We shall not be liable for the amount of **Excess** shown in the **Schedule**.

We will agree to reduce the Accidental Damage **Excess** in respect of any incident which may be the subject of a claim under the **Policy**, provided that:

- The incident is notified within 12/24 hours (see further details in the table below) of the incident taking place by calling **Freeway UK Insurance** appointed Claims Service Providers on 01928 398 973.
- **You** use **our Approved repairers**.
- **You** do not report this incident to any other party or utilise another supplier's services other than **Freeway UK Insurance** appointed Claims Service.
- The following details are provided (as a minimum):
    - Registration number of any third-party **Vehicle** involved.
    - Make and model of any third-party **Vehicle** involved.
    - Name of any third-party involved.
    - Contact telephone numbers for the third party(s).
    - Any witness details (where applicable).
    - No reduction will apply to damage caused by fire, theft (including attempted theft), malicious damage / vandalism, flood, or where there is no third-party **Vehicle** involved.

If any of the information provided is seen to be incorrect, we may refuse to reduce the accidental damage **Excess** as described above

100% **Excess** reduction for claims reported within 12 hours of the incident and the above conditions being met. 50% **Excess** reduction for claims reported within 24 hours of the incident and the above conditions being met.

SABT97 Protective Equipment

You must ensure any protective equipment installed in **your Vehicle** is done so in accordance with **your** Licencing authority's specifications, failure to do so will invalidate **your** insurance, and any claims that may arise.

SABT98 Windscreen Cover

The cover level is unlimited. You will be liable to pay an **Excess** of £120 for replacement and £50 for repairs.

Repair or replacements must be carried by **our Approved windscreen repairer**.

If the repair or replacement is carried out by any other repairer, the cover level will reduce to £200, less an **Excess** of £120 for replacement or £50 for repair.

This **Policy** allows **you** to make one claim for a repair to **your Vehicle** windscreen or windows, or one claim for a replacement windscreen within the **Period of Insurance**.

SABT97 Protective Equipment

You must ensure any protective equipment installed in **your Vehicle** is done so in accordance with **your** Licencing authority's specifications, failure to do so will invalidate **your** insurance, and any claims that may arise.

SABT98 Windscreen Cover

The cover level is unlimited. You will be liable to pay an **Excess** of £120 for replacement and £50 for repairs.

Repair or replacements must be carried by **our Approved windscreen repairer**.

If the repair or replacement is carried out by any other repairer, the cover level will reduce to £200, less an **Excess** of £120 for replacement or £50 for repair.

This **Policy** allows **you** to make one claim for a repair to **your Vehicle** windscreen or windows, or one claim for a replacement windscreen within the **Period of Insurance**.

Complaints Procedure

It is our aim to provide a high-level quality of service at all times. If for whatever reason, **you** feel that we have not maintained a satisfactory level of service, then **you** should contact **Freeway UK Insurance** immediately at the following address stating **your Policy** number shown on the **Schedule** and the reason for **your** complaint:

Complaints
Freeway UK Insurance
Unit 2 Abbots Park
Monks Way
Preston Brook
Cheshire
WA7 3GH

Email: complaints@freewayinsurance.co.uk
Tel: +44 (0)1928 520 520
Fax: +44 (0)1928 520 515

Freeway UK Insurance are authorised to issue a final response to **your** complaint, but where appropriate the final response may be issued by **your** insurer **Sabre Insurance Company Limited**. **Freeway UK Insurance's** Complaints Procedure can be viewed on their website.

If **you** are not satisfied with **Freeway UK Insurance's** response, **you** may refer your complaint to the Financial Ombudsman Service at the address below

Financial Ombudsman Service
Exchange Tower
Harbor Exchange
London
E14 9SR

From landlines call: 0800 023 4567
From mobiles call: 0300 123 9123
Website: http://www.financial-ombudsman.org.uk

Fraud Prevention, Detection and Claims History

We will check **your** information against a range of registers and databases for completeness and accuracy. **We** may also share **your** information with law enforcement agencies, other organisations, and public bodies.

If **we** find that false or inaccurate information has been given to **us**, or **we** suspect fraud, **we** will take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies, including the Claims Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register run by Insurance Database Services Limited (IDSL). Law enforcement agencies may access and use this information.

We and other organisations, including those from other countries, 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 applicant and employees.

Details of the registers, databases, and fraud prevention agencies **we** use may be requested from **Freeway UK Insurance**. See issuing office for contact details.

Motor Insurance Database (MID)

Your Policy details 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 DVA, the Insurance Fraud Bureau and other bodies permitted by law or regulation for purposes not limited to, but including:

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

If **you** are involved in a road traffic accident (either in the UK, the EEA or certain other territories), other insurers and the MIB may search the MID to obtain relevant **Policy** information.

Persons (including their representatives) pursuing a valid 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.

You can ask us for more information about this or visit the MIB website at www.mib.org.uk.

You should show this notice to anyone insured to drive the **Vehicle(s)** covered under this **Policy**.

Regulatory Information

Sabre is registered under company number 2387080 with its registered office at Sabre House, 150 South Street, Dorking, Surrey, RH4 2YY. Sabre are authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority and Prudential Regulation Authority.

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 application and claims. Information you supply may be used by us, our associated companies and Freeway Insurance Services, by reinsurers and your intermediary for the purposes of administering your **Policy**. This information may be disclosed to other regulatory bodies for the purposes of monitoring and/or enforcing our compliance with any regulatory rules or codes.

Your information may also be used for offering renewal, research and statistical purposes and claim 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 or 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 Freeway Insurance Services 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 judgements, bankruptcy or repossessions) and DVLA. These checks may also be carried out the new business/renewal stage. We may review certain personal data and sensitive personal data about you and also the driver of your **Vehicle** who was involved I 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 **Endorsement**s.

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 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 Freeway Insurance Services and investigators for the purposes set out above. With limited exceptions, you and any relevant third party noted in this paragraph have the right to access and, if necessary, rectify information held about you. Our full privacy **Policy** can be found at https://sabre.co.uk/privacy-**Policy**

You will also find the full Privacy **Policy** for **Freeway UK Insurance** at the following: https://www.freewayinsurance.co.uk/privacy-**Policy/**

We may share **your** information with companies within the EEA ("European Economic Area"), and where this takes place, this is in line with **our** legal obligations to safeguard **your** personal data. If **you** would like to know more, please get in touch with **us**.

Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the scheme if **we** or **Freeway UK Insurance** cannot meet **our** respective obligations. This depends on the type of insurance and the circumstances of the claim.

Freeway UK Insurance and Sabre Insurance Company Limited are covered by the FSCS.

Further information regarding compensation scheme limits can be found by visiting the Financial Services Compensation Scheme website at: www.fscs.org.uk.

DVLA – My Licence

By providing **your** Driving Licence Number when obtaining insurance, **you** are consenting to **us** checking the DVLA register for details of **your** driving history and motoring convictions. You can check the information held by the DVLA about **you** by visiting their website https:/www.gov.uk/view-driving-licence