

Your Car Insurance Policy Booklet



Smart Driver Insurance Limited

Your Car Insurance Policy Booklet

Welcome to Smart Driver Insurance

Thank **you** for choosing to insure **your car** with **Smart Driver Insurance**. **Our** aim at **Smart Driver Insurance** is to treat **you** as an individual, offer **you** value for money and make car insurance as straightforward as possible.

Your Policy Booklet, Policy Schedule and **Certificate of Motor Insurance** include everything **you** need to know about **your car** insurance cover.

Please read these documents carefully and keep them safe. **We** also recommend **you** keep **your Statement of Fact/Renewal Confirmation** for **your** records. This is important, as the agreement to insure **you** is based on this information.

We hope **you** are happy with **your** policy. However, if it does not meet with **your** requirements, subject to no claims being made, please contact **us** within 14 days of **your** welcome email. A charge will be made to cover the costs of setting up **your** policy. Changes to **your** policy or cancellation will incur administration charges. Details of these charges are given in 'Your Agreement with Smart Driver Insurance Limited'.



Penny Searles

Chief Executive Officer

Smartdriverclub Insurance



Important numbers

Customer Services	0330 058 6000
Renewals	0330 058 6000
Quote Line	0330 058 6000
Claims	0333 772 0487

Opening Hours

	Customer Services, Renewals	Quote Line	Claims Line
Weekdays	8am – 8pm	8am – 8pm	24hr Service
Saturday	10am – 6pm	10am – 6pm	24hr Service
Sunday	Closed	Closed	24hr Service

Closed Bank Holidays, Christmas Day, Boxing Day and New Year's Day.

Please note, if **you** are trying to contact the **Claims Team** outside of opening **hours you** will be redirected to a contracted third-party recovery service who will begin the claims procedure for **you**.

Helplines

SmartPlug™ Helpline 0333 772 0489
Monday to Friday, 9am to 5pm. Closed Bank Holidays and weekends

Roadside Emergency (following an Insured Incident) 0345 873 4427

Windscreen Repair Helpline (open 24 hours a day) 0345 873 4427

Stolen Car (following a stolen vehicle open 24 hour a day) 0333 772 0487

Stopped by Police (if the police need to verify your Policy with us) 0330 058 6000

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Confirmation of your Smartdriverclub Insurance

Your contract is with **Smart Driver Insurance Limited**.

Smart Driver Insurance is a trading style of Smart Driver Insurance Limited, registered in Gibraltar (No. 113530) with registered office address at First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA. Smart Driver Insurance Limited is authorised by the Gibraltar Financial Services Commission (FSC1282B) and authorised and subject to limited regulation by the Financial Conduct Authority, reference 747916. Registered UK Branch: Arena Business Centre, 25 Barnes Wallis Road, Fareham, PO15 5TT.

Details about the extent of **our** authorisation and regulation by the Financial Conduct Authority are available from **us** on request.

Our promise to you

In return for payment of the premium required, **we** have agreed to insure **you** subject to the terms, conditions, exclusions and endorsements contained in **your** Policy and noted on **your Policy Schedule** against such liability, loss or damage occurring in connection with **your car**, within the territorial limits during the **period of insurance**.

Your privacy is very important to **us**. **We** promise to respect and protect **your** personal information and try to make sure that **your** details are accurate and kept up to date.

We are committed to dealing with **your** data in accordance with data protection laws. **We** will treat all information as private and confidential, and in strict accordance with the General Data Protection Regulation (Regulation (EU) 2016/679) and all related and successor data protection legislation having effect in the United Kingdom from time to time.

We will never volunteer information about **your** driving to the police or other authorities unless either **you** consent to this, **we** are required to by law, or fraud is suspected.

Your promise to us

You must read **your Policy Booklet, Policy Schedule** and **Certificate of Motor Insurance** as together they give **you** full details of **your** cover.

Please read all sections and take note of the General Conditions and Exceptions which apply to individual sections of the policy. In addition, there are General Conditions and General Exceptions which apply to the whole policy.

Your policy is based on the information given by or for **you** when **you** applied for this insurance. This information is shown on **your Statement of Fact/Renewal Confirmation Form**.

You promise, as far as **you** know, that the information **you** have given **us** is true. **You** must tell **us** as soon as possible about any changes in the information **you** have provided to **us** which happens

before or during the **period of insurance**. **We** will tell **you** if such changes affect **your** insurance and, if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid. If **you** are aware that any information is missing or incorrect or has changed **you** should inform **us** immediately. It is an offence under the **Road Traffic Act** to make a false statement or to misrepresent or withhold information for the purposes of obtaining a **Certificate of Motor Insurance**.

You promise to install the **SmartPlug™** in the insured vehicle within seven days of purchasing **your** policy and retain the **plug** in the insured vehicle for the duration of the policy. If a **SmartPlug™** is not fitted during this period, **we** may cancel the policy in line with General Condition 4 and 16.

Your Responsibility - You, the Policyholder will

You, the **Policyholder**, are responsible for:

- all payments relating to the policy, including the payment of the premium for the whole policy, the costs relating to any changes made to the policy and any other costs incurred in the administration of this policy by **Smart Driver Insurance Limited** as described more particularly in 'Your Agreement with Smart Driver Insurance'. If any outstanding amount is referred to a collection agency, the **Policyholder** will be pursued for the payment.

You, the **Policyholder**:

- will have access to all documentation, information and personal data relating to all drivers on this policy.
- can cancel the whole policy in line with General Condition 4.

Which Part of this Policy Booklet relates to you?

Comprehensive Cover - All Pages and Sections apply

Third Party Fire and Theft – Pages 1 – 12 and 24 – 46 inclusive and Sections 2,3,4,6 and 7 only

General Conditions and General Exceptions

There are General Conditions and Exceptions which apply to individual sections of the policy. In addition, there are General Conditions and General Exceptions which apply to the whole policy.

Definitions

Whenever the following words are bold in this booklet or in **your** current **Policy Schedule** they will have the meaning given below:

Approved Repairer	A repairer that the insurer recommends, who will authorise to repair your car following a claim under section 1 or 2.
Certificate of Motor Insurance	The legal document which is evidence that you have the insurance needed by law, showing who can drive the car and for what purposes it can be used.
Courtesy car	A small car (typically ABI group s1/s2) provided by a Approved repairer . This car is not intended to be on a like for like basis with your car .
Endorsements	An alteration to the terms of the policy. Where applicable this is shown in your Policy Schedule and listed as (endorsements) within this document.
Excess	The amount you must pay towards any claim for damage or loss of your car . The insurer will not be responsible to you for the excess under any circumstances. You are responsible for the excess even if the accident is not your fault or not the fault of any driver named on your policy.
Indemnity	A legal principle to ensure you are placed as near as possible in the same position after a loss, as you occupied immediately before the loss, by providing compensation for your losses and liabilities.
Market value	The cost of replacing your car , with one of a similar make, model, year, mileage and condition based on market prices at the time of the loss. Use of the term 'market' in which you would normally shop for your car e.g. retail value, will not apply if you bought your car privately or at an auction. Non-European manufactured cars will be valued based on European import values or the nearest British equivalent.

Statement of Fact/ Renewal Confirmation Form	These documents are a record of the information you have provided at the start of/held at the renewal of your policy. The information detailed on these forms must be correct.
Period of insurance	The duration of this policy as shown in the schedule and any further period for which we accept your premium.
Policy Schedule	The document that shows the car we are insuring and the level of cover you have with us .
Road Traffic Act(s)/ Road Traffic Law(s)	Any acts, laws or regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
Smartdriverclub	Trading style for Smart Driver Club Limited, provider of the services associated with the SmartPlug™ .
Smart Driver Insurance Limited Claims Team	Claims are set up by Action 365 Ltd who are registered in England and Wales, Company number 3838322. The registered address is Eden Point, Three Acres Lane, Cheadle Hulme, Cheshire SK8 6RL. Action 365 is regulated by The Claims Management Regulator in respect of regulated claims management services, registration number CRM2517. Action 365 Ltd is authorised and regulated by the Financial Conduct Authority registration number 306011.
SmartPlug™	Electronic equipment self-installed, or professionally installed to your car which records and transmits vehicle data to Smartdriverclub and us .
Territorial limits	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including travel between any of these.
Unsafe Driving	Unsafe driving is when a vehicle is being driven in a way that increases the likelihood of being involved in an accident. This includes going too fast and driving aggressively.
Viewpoint	Your personal portal which displays information on your vehicle , Smartdriverclub services and driving style.

We, us	Smart Driver Insurance Limited, registered in Gibraltar (No. 113530) with registered office address at First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA. Smart Driver Insurance Limited is authorised by the Gibraltar Financial Services Commission (FSC1282B) and authorised and subject to limited regulation by the Financial Conduct Authority, reference 747916. Registered UK Branch: Arena Business Centre, 25 Barnes Wallis Road, Fareham, PO15 5TT.
The insurer	Covea Insurance plc, registered office Norman Place, Reading, Berkshire, RG1 8DA. Registered in England and Wales No. 613259. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority No. 202277.
You, your, Policyholder	The person named as the Policyholder on your current Policy Schedule
Your car/Your vehicle	Any privately owned motor vehicle insured under your policy and as specified on your current Certificate of Motor Insurance and Policy Schedule , which is manufactured to carry up to eight passengers, is designed solely for private use and has not been constructed or adapted to carry goods or loads.

Governing law

Unless **we** have agreed otherwise with **you**, this insurance is governed by English Law and all communication shall be conducted in English.

Keeping your policy up to date

IMPORTANT

You must tell **us** if any information detailed on **your Statement of Fact/Renewal Confirmation Form** changes, as **we** may not be able to arrange cover in every case. Any incorrect information could affect the amount **you** are able to claim or may even mean **you** are unable to make a claim. If the information differs significantly it could even result in **your** policy being declared void.

Please read in accordance with General Condition 14 and 16.

The **Statement of Fact/Renewal Confirmation Form** is **your** record of the information **you** have provided. Any changes could alter the terms of **our** agreement to insure **you** or the premium **you** pay, for example, if **you** have received motoring convictions since **your** policy started.

If **we** are able to arrange cover, **we** will calculate any difference in premium from the date **you** were obliged to notify **us** (even if this happened in a previous **period of insurance**). Please note the notification timescales described below.

• Please tell us before

- ✦ **you** are going to modify **your car**, even if the alteration is only cosmetic
- ✦ **you** are going to change to a different car
- ✦ **you** are going to change what **you** use **your car** for (e.g. If **you** start using it for business travel when **you** were not covered for this before)
- ✦ **you** would like to add another driver to **your** policy
- ✦ **you** are going to change **your car's** registration number
- ✦ **you** are going to take **your car** abroad (see Section 6 'going abroad')

• Please tell us immediately

- ✦ If **you** or any driver named on **your** policy are involved in an accident or suffers a loss, no matter how trivial and even if **you** do not wish to make a claim
- ✦ If **you** sell **your car**
- ✦ If **you** change **your** address
- ✦ If **you** change where **your car** is kept overnight

- ✦ If **you** need to change **your** annual mileage
- ✦ If **you** or any driver named on **your** policy change occupation
- ✦ If **you** or any driver named on **your** policy stop being resident in Great Britain
- ✦ If **you** or any driver named on **your** policy have been disqualified from driving, **your** entitlement to drive has been suspended or withdrawn (revoked) or **your** driving licence status has changed
- ✦ If the registered owner of **your car** has changed
- ✦ If **you** change **your** email address
- ✦ If the **SmartPlug™** we supplied is removed from **your car**

Please tell us when you renew your insurance

- ✦ Of any motoring offences including fixed penalties, convictions or disqualifications **you** or any driver on **your** policy had during the year, or any pending prosecutions. **You** will need to tell **us** of the DVLA offence code if applicable
- ✦ Of any accidents, incidents, thefts, losses or claims (Fault or Non-Fault) that **you** or any driver on **your** policy have made, excluding any claims made under this policy
- ✦ If any details shown on the **Motor Renewal Confirmation** Form are incorrect

Making a claim

If **you** have an accident or need to make a claim call **Smart Driver Insurance Limited Claims Team** immediately.

If the damage to **your car** is covered under this policy and **your car** cannot be driven, **the insurer** will arrange for one of the nationwide **Approved Repairers** to:

- ✦ If **your car** is damaged and it can't be driven, **the insurer** will pay the cost of moving **your car** to the nearest **Approved Repairers** or place where it can be stored safely. If the repairer is within the **territorial limits**, **the insurer** will also pay the cost of returning **your car** home after it has been repaired
 - ✦ give **you** a **courtesy car** while **your car** is being repaired in the **Approved Repairers**, unless **the insurer** decides **your car** is beyond economical repair
 - ✦ clean **your car** inside and out following the repairs
 - ✦ If **you** do not wish to use the **Approved Repairers** **the insurer** cannot provide **you** with a **courtesy car**. If **the insurer** thinks the repair estimate is unreasonable one of the following will happen:
 - ✦ **The insurer** may arrange for **your car** to be moved to another repairer; or
 - ✦ **The insurer** may move **your car** to a safe place, before repair or disposal.
- Any repairs carried out by the **Approved Repairers** are guaranteed for as long as **you** still own **your car** or for 5 years from the date you transfer ownership of **your car** to someone else.

Glass Repair Helpline

If **Your** policy includes windscreen damage cover (See Section 5) and if either **your** windscreen or a window is broken, please call the glass repair helpline so that **the insurer** can arrange for repair or replacement (subject to the relevant windscreen **excess**).

Courtesy Car

You will be provided with a small car (such as a Ford KA) with a manual gearbox while **your car** is being repaired by one of the **Approved Repairers**. The **courtesy car** will be covered under the same terms and conditions as set out in this policy. **You** must only use the **courtesy car** in the United Kingdom and under the approved repairer's terms of use.

IMPORTANT

A **courtesy car** will not be provided if **your car** has been stolen and not recovered, is beyond economical repair, if **you** choose a repairer not on the **Approved Repairers** panel, or if **your own car** was originally produced for sale outside the EC.

The insurer cannot guarantee to provide a vehicle adapted to any special needs or disability.

ALL ACCIDENTS OR INCIDENTS MUST BE REPORTED WITHIN 48 HOURS, EVEN IF YOU ARE NOT CLAIMING.

You must tell us about any court documentation you receive and send us any writ, summons or bill within 48 hours

Section 1: Damage to Your car (Comprehensive Cover Only)

1. Cover for your car and its accessories

If **your car** is damaged as a result of an accident **you** will be covered for the damage to:

- ✦ **your car**
- ✦ **your car's** standard accessories or spare parts whilst in or on **your car**
- ✦ **your** CD player, radio, satellite navigation equipment or any other audio/visual equipment, as long as they are permanently fitted to **your car**. For loss of or damage to this equipment, our cover is unlimited if manufacturer fitted or £750 if non-manufacturer fitted.

2. What we will pay

The insurer will decide how to settle **your** claim and will either:

- ✦ pay to repair **your car**, or
- ✦ pay a cash sum to replace the damaged car or item. **The insurer** may reduce the settlement, or ask **you** to contribute towards the repair costs, if the parts replaced were already worn or damaged or for audio/visual equipment that has been removed from **your car**

A decision will be made based on the garage/engineer's recommendation.

If **the insurer** gives **you** a cash sum, the most **the insurer** will pay is the **market value** of the car or items claimed for. If **your car** cannot be repaired economically, **the insurer** will get it moved to a place of storage as soon as possible.

If any lost or damaged parts are no longer available, **the insurer** will only pay the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs. **The insurer** can choose to use parts or accessories which aren't supplied by **your car** manufacturer but are of a similar type and quality to the parts and accessories **the insurer** is replacing.

If **your car** is less than 12 months old and **you** have owned **your car** from the date of first registration, **the insurer** will replace your car with a new one of the same make, model and specification if available in territorial limits if **your car**:

- ✦ has been stolen and not recovered; or
- ✦ has been damaged and the cost of repairing **your car** is more than 55% of the list price including taxes.

If **you** are still paying for **your car** under a finance agreement, **the insurer** will need the finance company's permission to settle the claim in this way. If a new car of the same make, model and specification is not available in the territorial limits, **the insurer** will settle your claim by giving **you** a cash payment.

If **your car** is subject to a hire purchase agreement, **the insurer** will pay any money owed to that company first and then pay any remaining money to **you**. If **you** have acquired **your car** through lease or contract hire, **the insurer** will pay the lease or contract hire company either the **market value** of the car, or the amount required to settle the agreement, whichever is less. If **your car** is not repairable, **your car** will become the insurer's property after the settlement of **your** claim. For further information see General Condition 10.

See also:

General Exceptions

General Conditions

Section 3: Exclusions which apply to sections 1 and 2

Section 2: Fire and theft

1. Cover for your car and its accessories

If **your car** is lost or damaged as a result of fire, lightning, theft or attempted theft, **you** will be covered for the loss or damage to:

- ✦ **your car**
- ✦ **your car's** standard accessories and spare parts whilst in or on **your car**
- ✦ **your** CD player, radio, satellite navigation equipment or any other audio/visual equipment, as long as they are permanently fitted to **your car**. For loss of or damage to this equipment, our cover is unlimited if manufacturer fitted or £750 if non-manufacturer fitted.

In the event of **your car** keys being lost or stolen from somewhere other than **your car**, **the insurer** will pay up to £1000 towards the cost of replacing the locks.

2. What we will pay

The insurer will decide how to settle **your** claim and will either:

- ✦ Pay to repair **your car**, or
- ✦ Pay a cash sum to replace the lost or damaged car or item. **The insurer** may reduce the settlement or ask **you** to contribute towards the repair costs, if the parts replaced were already worn or damaged, or for audio/visual equipment that has been removed from **your car**

If **the insurer** gives **you** a cash sum, the most **the insurer** will pay is the **market value** of the car or items claimed for. If **your car** cannot be repaired economically, **the insurer** will get it moved to a place of storage as soon as possible.

If any lost or damaged parts are no longer available, **the insurer** will only pay the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs. If **your car** is three years old or more, **the insurer** may decide to repair it with recycled parts, or with parts which have not been made by the car's manufacturer but are of a similar standard.

If **your car** is less than 12 months old and **you** have owned **your car** from the date of first registration, **the insurer** will replace **your car** with a new one of the same make, model and specification if available in territorial limits if **your car** has been:

- ✦ stolen and not recovered;
- ✦ stolen but recovered damaged and the cost of repairing **your car** is more than 55% of the list price including taxes; or
- ✦ damaged by fire and the cost of repairing **your car** is more than 55% of the list price including taxes.

If **you** are still paying for **your car** under a finance agreement, **the insurer** will need the finance company's permission to settle the claim in this way. If a new car of the same make, model and specification is not available in the territorial limits, **the insurer** will settle **your** claim by giving **you** a cash payment.

If **your car** is subject to a hire purchase agreement, **the insurer** will pay any money owed to that company first and then pay any remaining money to **you**. If **you** have acquired **your car** through lease or contract hire, **the insurer** will pay the lease or contract hire company either the **market value** of the car, or the amount required to settle the agreement, whichever is less. If **your car** is not repairable, **your car** will become **the insurer's** property after the settlement of **your** claim. For further information see General Condition 10.

See also:

General Exceptions

General Conditions

Section 3: Exclusions which apply to sections 1 and 2

Section 3: Exclusions which apply to sections 1 and 2

What is not covered

The insurer will not pay:

- ✦ the first amount of any claim as shown in **your** current **Policy Schedule** under **Excess** Details. **You** are responsible for the **excess** regardless of fault or the driver of **your car**
- ✦ for loss of or damage to **your car** or loss of money from selling **your car** to someone who deceives **you**
- ✦ for any non-standard parts (modifications). Manufacturer's optional extras are only covered if they have been declared and **the insurer** have agreed to arrange cover for them. If **you** make a claim for loss or damage to **your car**, **the insurer** will only pay the cost of replacing parts needed for **your car** to meet the manufacturer's specification
- ✦ for the replacement of **your** CD player, radios, satellite navigation equipment or any other audio/visual equipment, if **the insurer** pays **you** a cash sum to replace **your car**
- ✦ for damage caused to **your car** caused by it being driven after an accident unless it is necessary in the interests of safety
- ✦ for loss of use (including the cost of hiring a vehicle)
- ✦ for wear and tear
- ✦ for any loss or damage caused by mechanical, electrical, electronic, computer failures, breakdowns or breakages
- ✦ for damage caused to **your** tyres by normal road use, including braking, cuts, punctures or bursts
- ✦ for any loss to the **market value** of **your car** as a result of it being repaired
- ✦ any modifications, unless they form part of the manufacturer's standard specification
- ✦ Loss of or damage to **your car** arising from or because of water freezing in the cooling circulation system of **your car**

- ✦ Loss of or damage to **your car** by theft or attempted theft if **you** or anyone else has left it unlocked or with the keys or keyless entry system in **your car**, or on it
- ✦ when **your car** is taken or driven without **your** consent by a family member, spouse or partner
- ✦ if any malicious damage, theft or fire is not reported to the police
- ✦ for any loss of or damage to **your car** as a result of racing formally or informally against another motorist, "road rage" or a deliberate act caused by **you** or any driver insured to drive **your car**
- ✦ for replacing parts that have been contaminated or damaged as a result of putting the incorrect fuel in **your car** or failing to keep the correct amount of lubricant in **your car**, and loss or damage to the car caused by an inappropriate type or grade of fuel being used
- ✦ Any claims for loss or damage due to theft, attempted theft or malicious damage, unless the incident is reported to the police and a crime reference number is supplied to **the insurer**

See also:

General Exceptions

General Conditions

Section 4: Liability to other people

1a. Driving your car

You will be covered for everything **you** are legally responsible to pay due to an accident in **your car** and:

- ✦ someone else is killed or injured
- ✦ someone else's property is damaged – motor third party property damage losses for private cars is limited to £20,000,000 per occurrence per policy

This cover also applies to an accident involving a trailer, caravan or broken-down car **you** may be towing (as long as **you** hold the correct driving licence entitlement to do so).

1b. Driving other cars

This policy does not provide cover for **you** or any driver named on this policy when driving other cars under any circumstances. **Your** cover is for yourself and any named drivers to drive the car detailed on **your schedule**.

2. Other people using your car

You are covered for:

- ✦ anyone named on **your** current **Certificate of Motor Insurance** to drive **your car**, as long as they are driving with **your** permission, hold a valid driving licence and are not disqualified from driving

- ✦ anyone **you** allow to use (not including driving) **your car**, for social or domestic purposes
- ✦ anyone who is getting into or out of **your car**

3. Cover for legal costs

You must notify **us** and if **the insurer** agrees in writing, **the insurer** will pay the following legal costs and expenses following a claim:

- ✦ solicitors' fees for representing anyone **the insurer** insures at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction
- ✦ reasonable legal costs for defending a criminal charge of manslaughter or causing death by dangerous or reckless driving
- ✦ any other legal costs and expenses if **the insurer** agrees beforehand, these could include counsel fees, medical records' fees and expert reports. Please contact the **Smart Driver Insurance Limited Claims Team** for further information

The cover for these charges will be reliant on **the insurer** providing **indemnity** on the claim generally.

The insurer will pay up to £5 million for legal costs and expenses because of any claims, or series of claims caused by one event.

4. Cover for emergency medical treatment

The insurer will pay for:

- emergency treatment fees as set out in the **Road Traffic Act**

5. What is not covered

- ✦ anyone who has any other insurance covering the same liability
- ✦ death of or injury to anyone while they are working with or for the driver of the car except as required by **Road Traffic Law**
- ✦ any damage to property belonging to, or held in trust by, or in the charge or control of a person claiming to be insured under this section
- ✦ any loss of or damage to property in the care of the **Policyholder** or any person entitled to drive on the current **Certificate of Motor Insurance**
- ✦ any loss, damage, death or injury arising as a result of racing against another motorist, "road rage" or a deliberate act caused by **you** or any driver insured to drive **your car**

Section 5: Windscreen damage (Comprehensive Cover only)

1. Cover for your windscreen

As long as there has not been any other loss or damage

The insurer will pay:

- ✦ to repair or replace broken glass in **your car's** windscreen or windows
- ✦ to repair any scratching to the bodywork caused by the broken glass

2. What is not covered

The insurer will not pay:

- ✦ any **excess** shown on **your** current **Policy Schedule**. **You** are responsible for the **excess** regardless of fault or the driver of **your car**
- ✦ for the replacement of the hood/roof structure of a convertible car when the glass is not repairable
- ✦ damage to any part of a glass or plastic sunroofs
- ✦ for a **courtesy car**
- ✦ any windscreens or windows not made of glass e.g. Perspex
- ✦ if the repair or replacement is not arranged via **our** glass repair helpline
- ✦ more than the **market value** of the car at the time of loss (less any **excess**)

Claims under this section will not affect **your** No Claims Bonus.

If any lost or damaged parts are no longer available, **the insurer** will only pay the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs.

The insurer can choose to use parts or accessories which aren't supplied by **your car** manufacturer but are of a similar type and quality to the parts and accessories **the insurer** is replacing.

See also:

General Exceptions
General Conditions

Section 6: Going abroad

In compliance with EU directives this policy provides, as a minimum, the necessary cover to comply with the laws on compulsory insurance of motor vehicles in any country which the commission of the European Communities is satisfied has made arrangements under Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle. Please see General Condition 2 Claims procedure. Payments made under compulsory insurance regulations and right of recovery.

Your policy also automatically includes international motor insurance cover (on **your** current **Certificate of Motor Insurance**) for a maximum of 30 consecutive days in any one trip, and up to a maximum of 30 days in a year. Please call **us** if **you** think **you** may exceed these. **We** may be able to arrange additional cover (subject to **our** Underwriting criteria and a charge).

Both the covers indicated above are only valid in: Andorra, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic of Cyprus, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Gibraltar, Monaco and San Marino.

You don't need to call **us** if **you** are taking **your car** to any of these countries, but **you** do need to take **your Certificate of Motor Insurance**.

Your car is also covered whilst it is being transported by air, sea or rail between those countries.

Please note, in the event of a claim, **you** will be required to evidence **your** travel.

See also:

General Exceptions

General Conditions

Section 7: Your No Claims Bonus

1. What happens to your Bonus if you claim

If **you** (or any driver named on **your** policy) make a claim or a claim is made against **you**, and **you** do not have protected No Claims Bonus, **your** No Claims Bonus will be reduced as follows:

No Claims Bonus currently available (without NCD protection)	No Claims Bonus at next renewal (without NCB protection)		
	1 Claim	2 Claims	3 Claims
0	0	0	0
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5	3	0	0
6	4	0	0
7	5	0	0
8	6	0	0
9	7	0	0

IMPORTANT

This is a No Claims Bonus. If a claim occurs which is not **your** fault and **the insurer** has to make a payment, **your** No Claims Bonus will be reduced unless **the insurer** can get back all that **the insurer** paid from those responsible.

If **you** make a claim and **your** renewal premium has already been calculated, **your** No Claims Bonus will be amended, and **your** premium will change.

2. Claims that don't affect your Bonus

- ✦ payments made for windscreen damage
- ✦ payments for emergency treatment fees

✦ claims which aren't **your** fault where **the insurer** has recovered all of **our** money

If **you** have any questions about **your** No Claims Bonus, please contact **our** Customer Services Team on 0330 058 6000.

3. Protected No Claims Bonus

If eligible, **you** can choose to pay an additional premium at the start or at renewal of **your** policy, to protect or guarantee **your** No Claims Bonus. By doing this **you** can prevent **your** No Claims Bonus being reduced after a fault claim has been made on **your** policy.

If **you** have Protected No Claims Bonus, the table below shows how **your** No Claims Bonus would be affected if a claim is made on **your** policy.

Number of years no-claims bonus currently available (with NCB protection)	No claims bonus at the next renewal (with NCB protection)			
	No claims	One claim within the policy period	Two claims within the policy period	Three claims within the policy period
4P	5P	4P	4	2
5P	6P	5P	5	3
6P	7P	6P	6	4
7P	8P	7P	7	5
8P	9P	8P	8	6
9P	9+P	9P	9	7

If **you** have any questions about **your** No Claims Bonus, please contact our Customer Services Department on 0330 058 6000.

IMPORTANT

If **you** make a claim during **your** insurance term **you** will not earn any No Claims Bonus entitlement for that insurance term. Where **your** No Claims Bonus remains unaffected, in most instances a claim will lead to some increase in premium at renewal. However, our motor premium calculation will include the

No Claims Bonus discount to which **you** are entitled. If **you** make a claim after **your** renewal premium has been calculated, **your** No Claims Bonus entitlement will be amended or removed, and **your** premium will change.

See also:

General Exceptions

General Conditions

Section 8: Extra cover (Comprehensive Cover only)

1. Personal Injury Benefits

You and **your** spouse/civil partner will be covered if **you** are accidentally injured as a result of a road traffic accident in **your car**, and within three months of the accident if it directly causes:

- ✦ death
- ✦ permanent blindness in one or both eyes
- ✦ total loss of one or more limbs

The insurer will pay the injured person, or their legal representative, £5,000. The most payable in one **period of insurance** is £5,000. If **you**, or **your** spouse/civil partner have more than one policy with **us**, **the insurer** will only pay out under one policy.

However, **you** are not covered for:

- ✦ any person who has not reached their sixteenth birthday at the time of the injury
- ✦ any injury or death caused by suicide or attempted suicide

2. Medical Expenses

If **your car** is involved in an accident, **the insurer** will pay medical expenses of up to £100 for each person injured in **your car**.

3. Child equipment and personal belongings

If **you** have a child car seat fitted in **your car** and **your car** is involved in an accident, **the insurer** will pay for the cost of replacing the child car seat as long as **you** are making a claim under section 1 of **your** policy at the same time.

The insurer will pay up to £250 for personal belongings in **your car**, if they are damaged or stolen.

Personal belongings are clothes and items of a personal nature belonging to **you** or **your** passengers, including portable navigation equipment, car phones, radios, CD players, games consoles or any other audio or visual equipment including dash cameras.

If **you** ask **us** to pay someone else, **the insurer** will have no further responsibility to **you**, once **the insurer** have done so.

You are not covered for loss or damage to:

- ✦ money, credit or debit cards, jewellery, phones, cameras and their accessories, stamps, tickets, vouchers, documents or securities
- ✦ goods or samples carried in connection with any trade or business
- ✦ any property insured under another policy
- ✦ property from an open and/or unlocked convertible car, unless the property was locked in the boot or glove compartment
- ✦ theft of personal belongings unless all doors, windows and other openings on **your car** are locked.
- ✦ loss or damage due to wear and tear or loss in value.
- ✦ loss of or damage to property that is covered under any other policy (a household or travel policy for example)

4. Onward Travel

If **your car** can't be driven after an accident and **you** can't complete **your** journey, **the insurer** will refund the cost of overnight accommodation or travel expenses for **you** and **your** passengers. **You** must provide a receipt for the cost of overnight accommodation or travel expenses before **the insurer** will make this payment. **The insurer** will pay up to £100 per person (up to £500 in total).

See also:

General Exceptions

General Conditions

General Exceptions to Your Cover

You will not be covered for any liabilities **you** may have for any of the following:

1. Any accident, injury, loss, theft or damage which happens while **your car** is:
 - ✦ used by a person or for any purpose not shown on **your** current **Certificate of Motor Insurance**
 - ✦ driven by **you** if **you** do not hold a valid Driving Licence or are breaking the conditions of **your** Driving Licence
 - ✦ driven with **your** consent by someone who does not hold a valid Driving Licence or is breaking the conditions of their Driving Licence
 - ✦ taken or driven without **your** consent by a family member, spouse or partner or a person who normally lives with **you**
 - ✦ used by **you** or any driver shown on **your** current **Certificate of Motor Insurance** for criminal purposes, or to deliberately cause damage or fear of damage to other vehicles or property, or to deliberately cause injury to any person and/or to put any person(s) in fear of injury
 - ✦ used for merchandise delivery, renting out, peer to peer hire schemes or used for hire and reward including but not limited to taxiing and chauffeuring
 - ✦ used on the Nürburgring Nordschleife, or for racing formally or informally against another motorist, pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests, either on a road track, or at an off-road 4x4 event
2. Any liability **you** have under any agreement unless **you** would have had the liability even if the agreement did not exist.
3. Loss of use of **your car** and for any indirect losses which result from the incident which caused **you** to claim.
4. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel, or any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof irrespective of whether other causes have contributed to such loss, destruction or damage
5. All loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: any act of terrorism, war, civil war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, confiscation, nationalisation, requisition or any act of any person acting on behalf or in connection with any organisation with activity directed towards the overthrow by force of its Government de jure or de facto. Except so far as to meet the requirement of the **Road Traffic Act**.

The policy excludes any death, injury, or damage to property caused by or in the course of an act of terrorism. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation or government, which it is reasonable to conclude was committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

6. Any accident, injury, loss or damage (except under Section 4 - Liability to other people) caused by:
 - ✦ earthquake
 - ✦ riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands
7. The ownership, operation, maintenance or use of any car principally used for:
 - ✦ transportation of high explosives or any other similar explosive
 - ✦ bulk transportation of liquefied petroleum, gasoline or any inflammable liquid
 - ✦ transportation of chemicals or gases in liquid, compressed or gaseous form
8. Motor traders' risks.
9. Any accident, injury, loss or damage when **your car** is in an area where aircraft are usually to be found taking off, landing, manoeuvring or parked or in an area where airport ground equipment is parked or on service roads leading to it.
10. Any accident, injury, loss or damage arising from the use of public emergency service vehicles, military and law enforcement vehicles, motor coaches and omnibuses, tramways (including trolley-buses) or any vehicles on rails, contractors plant and equipment.

General Conditions of Your Cover

You must comply with the following conditions to have the full protection of **your** policy. If **you** do not comply with them, **we** may at our option take one or more of the following actions:

- ✦ cancel the policy;
- ✦ declare **your** policy void (treating **your** policy as if it had never existed);
- ✦ change the terms of **your** policy;
- ✦ refuse to deal with all or part of any claim or reduce the amount of any claim payments.

1. Your duties

You will be provided with the cover set out in this policy if:

- ✦ **you** or anyone else claiming cover under the policy has kept to all the terms and conditions of the policy

- ✦ the information confirmed on **your Statement of Fact/Renewal Confirmation Form** or when registering a claim is true and complete

2. Claims procedure

- ✦ If **you** or **your car** are involved in any type of claim, accident or loss regardless of fault, **you** must tell **us** about it within 48 hours.

Also, **you** must:

- ✦ immediately report to the police any claim involving theft, or when **your car** is taken without **your** consent, and obtain a crime reference number within 24 hours
- ✦ give **us** all the information about the claim that **we** need
- ✦ send **us** any court documentation **you** receive in connection with any claim, accident or loss as soon as **you** receive them, including any writ, summons or bill
- ✦ tell **us** at once if **you** are charged with an offence, receive any notice of prosecution, inquest or fatal enquiry

Failure to comply with the above could result in the claim being refused and/or **your** policy being cancelled.

Keeping your damaged car safe

If **you** want **us** to pay for damage to **your car**, its accessories and spare parts, **you** must take steps to make sure it is kept safe until it is repaired. **You** can arrange to have **your** damaged car moved to the premises of the nearest competent repairer. **The insurer** will pay any reasonable charges for safeguarding **your car** and getting it to and from the repairers. It is important **you** tell **us** as soon as is reasonably possible where **your car** is, or **you** will be responsible for any charges that occur.

You must not:

- ✦ admit that the accident was **your** fault
- ✦ attempt to negotiate the settlement of the claim unless **the insurer** has given **you our** permission in writing

The insurer and Smart Driver Insurance Limited Claims Team are entitled to:

- ✦ conduct the defence or settlement of any claim on **your** behalf
- ✦ take legal action over any claim in **your** name or the name of any person insured on the policy for **our** own benefit
- ✦ admit negligence for any accident or claim on **your** behalf investigate **your** claim and exchange information with other parties involved with the accident or claim. However, **the insurer or Smart Driver Insurance Limited Claims Team** will treat **your** information carefully and only reveal it in cases where **we** believe it is necessary
- ✦ appoint an Approved Repairer to repair **your car**. In the unlikely event the repairs are considered unsatisfactory, the Approved Repairer will have the option to rectify their work. Should the repairs still be considered unsatisfactory, **you** may then use another repairer

providing **the insurer or Smart Driver Insurance Limited Claims Team.** have confirmed it and agreed the work to be carried out.

Payments made under compulsory insurance regulations and right of recovery

If **the insurer** must make a payment because the laws of any country require **us** to do so, **the insurer** may recover from **you**, or the person who is liable, any payment that is not covered by this policy.

3. Care of your car

You and any person covered by the policy must:

- ✦ protect **your car** from loss or damage
- ✦ make sure **your car** is roadworthy and ensure **you** have a valid MOT certificate where appropriate
- ✦ always keep the tyres within the legal requirements always
- ✦ allow **us** to inspect **your car** at any reasonable time **the insurer** asks
- ✦ always take the keys out of the ignition and remove them completely when **your car** is left unattended. **You** must lock all doors and close all windows and sun-roofs and ensure any declared security devices are activated
- ✦ take personal belongings with **you** or lock them in **your** boot or glove compartment when leaving **your car**. Do not leave them in open view in **your car**.

If an accident happens, and **you** or any person covered by this policy fails to protect **your car** from loss or damage through the inappropriate conduct of the driver, or the condition of the vehicle caused or contributed to the accident, no cover under the policy will be provided and instead **our** responsibility will be restricted to meeting the obligations as required by **Road Traffic Law**. In those circumstances, **the insurer** will recover from **you** or the driver or any party responsible for the condition of the vehicle, all sums paid (including all legal costs), whether in settlement or under a judgement, for any claim arising from the accident.

4. Cancelling your policy

You may cancel cover under this policy for **your car**, at any time, by contacting **us**.

On receiving **your** instruction, **we** will cancel **your** policy from the date **you** contact **us**, or from any later date **you** ask. **You** cannot cancel **your** policy from an earlier date.

Instruction to cancel the car on cover can only be taken from the **Policyholder** covered under this policy.

If there is an outstanding premium, it must be paid within 10 days of **your** policy being cancelled. Where possible, **we** will apply for any outstanding amounts from the payment details held on file.

Delayed payments will incur additional charges. Please refer to "Your Agreement with Smartdriverclub insurance".

If **we** are unable to collect a payment by Direct Debit **we** will contact, **you** and use reasonable endeavours to collect the outstanding payment(s) before exercising our right to cancel the policy.

Cancellation will incur administration charges that are payable to **Smart Driver Insurance Limited** for the cost of arranging and handling **your** policy. Details of these charges are given in 'Your Agreement with Smartdriverclub Insurance', available on-line and included with **your** documents issued at inception and renewal.

If **you** have made a claim, or a claim has arisen during the **period of insurance**, the total premium is due, and no refund will be given, regardless of the payment method.

Your cancellation rights

If **you** cancel **your** policy within 14 days from the receipt of **your** welcome/renewal letter or email, **you** will be charged on a daily pro rata basis for the time **you** have had on cover, plus an administration charge. **We** will refund any remaining premium.

Should **you** cancel outside the 14 days, **you** will be charged on a daily pro rata basis for the time **you** have had on cover, plus an administration charge. **We** will refund any remaining premium.

Details of these charges are given in 'Your Agreement with Smartdriverclub Insurance', available online and included with **your** documents issued at inception and renewal.

If **you** have made a claim, or a claim has arisen during the **period of insurance** for **your car**, the total premium is due, and no refund will be given, regardless of the payment method.

Our cancellation rights

We can cancel **your** policy at any time by sending seven days' notice in writing to **your** last known address if **you**:

- ✦ break any of the General Conditions of **your** cover
- ✦ ignore or fail to comply with General Conditions 16
- ✦ ignore or fail to comply with General Exceptions 1, 8 and 9
- ✦ fail to respond to written requests for further information or documentation
- ✦ harass or use abusive or threatening behaviour towards **our** staff and/or suppliers
- ✦ do not pay your premium

If **you** commit fraud against **us**, **your** policy and all other policies to which **you** are connected through **Smart Driver Insurance Limited** will be cancelled or voided with immediate effect. For further information see General Condition 9.

If **we** cancel **your** policy, **you** will be charged on a daily pro rata basis for the time **you** have had on cover, plus an administration charge. **We** will refund any remaining premium.

If **you** have any questions on cancelling **your** policy, please contact **our** Customer Services Team.

5. Payment of your premium and/or other charges

The **Policyholder** is responsible for all payments relating to the policy.

Unless **you** ask **us** to change **your** payment details, **we** will debit the payment details **we** have on file to collect any premium due. If **we** are unable to collect any amount by the due date, **we** will cancel **your** policy in line with General Condition 4.

If a claim is made and **you** have not paid in full, **we** may deduct the outstanding premium from any claim settlement **we** make to **you**.

If the policy is paid by instalments and has gone into default during the current **period of insurance**, and a payment is not made within the timescales required to allow the policy to be reinstated, **we** will not be able to offer the Direct Debit option for the remaining term or at renewal. To renew **your** policy, **you** will have to pay the premium for the whole **period of insurance** in full.

If **you** are due a refund, **we** will credit the bank account or card used to pay for the majority of the policy premium.

IMPORTANT

Card payers must contact **us** immediately if the card is lost or stolen. **We** also need to know if the card account is closed or the cardholder decides to cancel the authority.

6. Settling disagreements

If **the insurer and Smart Driver Insurance Limited Claims Team** have agreed to settle a claim, but there is a disagreement in the amount to be paid, the problem must be referred to **your** insurer: -

By phone on:

01422 286 406

By email at:

customer.relations@coveainsurance.co.uk

In writing to:

Customer Relations, Covéa Insurance, A&B Mills, Dean Clough, Halifax, HX3 5AX

For **your** and **our** protection, and for training and monitoring purposes, **we** may record and monitor phone calls.

To help **you** as quickly as possible, please provide or have these things ready:

- **your** policy or claim reference number;
- **your** email address; and
- **your** contact number.

If the matter remains in dispute, the problem can be referred to the Financial Ombudsman Service. Please see 'Comments and complaints'.

7. Dual insurance

If at the time of any claim arising under this policy there is any other insurance covering the same loss, damage or liability, **the insurer** will only pay a share of the claim. This does not apply to personal injury benefit; please see Section 8: Extra Cover.

8. Car sharing

The insurer will not cover any loss arising out of the use of **your car** for the carriage of passengers for hire or reward. However, **you** can accept money for fuel if **you** carry passengers for social or similar purposes as part of a car sharing arrangement as long as:

- ✦ **your car** is not made or adapted to carry more than eight passengers
- ✦ **you** are not carrying the passengers as customers of a passenger-carrying business
- ✦ **you** do not make a profit from carrying the passengers

9. Fraud

If **you** or anyone acting for **you** recklessly or deliberately misrepresents information **we** require at any time during the policy that would impact either the terms and conditions or our ability to offer cover itself, **your** policy and all other policies to which **you** are connected through **Smart Driver Insurance Limited** will be cancelled or voided.

We will not pay a claim which is in any part fraudulent, false, exaggerated or if **you** or anyone acting for **you** makes a claim in a fraudulent or false way, or where **we** have been given any documents which are false or stolen. **Your** policy and all other policies to which **you** are connected through **Smart Driver Insurance Limited** will be cancelled or voided. **We** may seek to recover any costs that have been incurred.

10. Total loss of your car

If **your car** is a total loss, all cover will be cancelled for **you** and any other drivers on the policy. Once **the insurer** makes a payment to **you**, **your car** will become **our** property. **We** will deduct any outstanding premium and charges owed from any claim settlement made to **you**.

In the event of a total loss, if **your car** is the subject of a hire purchase or leasing agreement **the insurer** will make the payment for the total loss of **your car** directly to the owner described in the agreement. If our estimate of the market value is more than the amount **you** owe the finance or leasing company, **the insurer** will pay **you** any remaining balance of the agreed settlement. If our estimate of the market value is less than the amount **you** owe the finance company, **you** may have

to pay them the rest of the agreed balance. Any payment **the insurer** makes for the total loss will be after **the insurer** has taken off any policy excess.

11. Drink and drugs clause

If an accident happens whilst **you** or any person entitled to drive under Section 6 of **your** current **Certificate of Motor Insurance**:

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

No cover under the policy will be provided and, instead, liability will be restricted to meeting the obligations as required by **Road Traffic Law**. In those circumstances, **the insurer** will recover from **you**, or the driver, all sums paid (including all legal costs) whether in settlement or under a court Judgment, for any claim arising from the accident.

12. Vehicle Condition

It is a condition of **your** policy that **you** take and provide **us** with four legible and current pictures of **your car**. The pictures must be taken from four different angles of the vehicle and include the vehicle body, windows and number plate and must have been taken at the time of or after your policy was purchased. Further details of the exact requirements can be found within **your Viewpoint** portal.

13. Garaging Warranty

If **you** have declared that **your car** is kept overnight in a locked and secured garage, **the insurer** has accepted this policy on this condition. Failure to comply with this condition may mean **the insurer** will refuse to deal with any claim arising from **your car** being maliciously damaged, lost or stolen.

14. Instructions

For **your** benefit and to ensure an efficient administration process, it is **our** policy to deal with **your** spouse, partner or parent and any other person who is named on **your** policy provided **you** agree. If **you** would like someone else to deal with **your** policy on **your** behalf, please let **us** know. If an accident happens, to ensure an efficient and speedy claim process, **we** will take instruction from **you** or any other person provided they are named on **your** policy and you agree. If **you** would like someone else to deal with **your** claim on **your** behalf, please let **us** know.

15. Residency

You will only be provided with the cover set out in this policy, if **you** and any additional drivers on **your** policy, are permanently resident in the Great Britain.

If **you** intend to leave the country for 30 days or more, and **you** are not taking **your car**, **you** must contact **our** Customer Services Team on 0330 058 6000.

16. Changes in circumstances

You must tell **us** if any information detailed on **your Statement of Fact/Renewal Confirmation Form** changes, as **we** may not be able to arrange cover in every case. If **we** are able to arrange cover, **we** will calculate any difference in premium from the date **you** were obliged to notify **us** (even if this happened in a previous **period of insurance**). If **we** are not able to arrange cover, **your** policy will be cancelled or even declared void.

Any incorrect information could result in an additional premium, affect the amount **you** are able to claim or may even mean **you** are unable to make a claim. If the information differs significantly it could even result in **your** policy being declared void.

Changes to **your** policy or cancellation will incur administration charges that are payable to **Smart Driver Insurance Limited** for the cost of arranging and handling **your** policy. Details of these charges are given in 'Your Agreement with Smart Driver Insurance Limited', available online and included with **your** documents issued at inception and renewal. Please read in accordance with 'Keeping **your** policy up to date'.

17. Automatic renewal

When **your** policy is due for renewal, **we** may offer to renew it for **you** automatically using the payment details **you** have already given, unless **we** or **you** have advised otherwise. **We** will write to **you** before **your** policy ends and before taking any payment to confirm **your** renewal premium and policy terms. If **you** do not want to renew **your** policy **you** must call **us** before **your** renewal date to let **us** know. It is not possible to offer automatic renewal in all circumstances, for example **we** may need to discuss **your** renewal invite with **you** or **your** payment method may change. **Your** renewal invite will advise if **your** policy will be automatically renewed or if **you** need to call **us**. If **we** are unable to offer renewal terms **we** will write to **you** at **your** last known address to let **you** know.

18. SmartPlug™

It is a condition of this policy that **you** have a fully operational **SmartPlug™** installed in **your car** and it is **your** responsibility to ensure that any party who has an interest in the ownership of **your vehicle** (such as **your** partner or a hire purchase company) has agreed that a **SmartPlug™** can be installed or enabled.

You consent to self-installing a **SmartPlug™** in **your car**, or where necessary having a **SmartPlug™** professionally installed in the insured car by **our** approved engineers, who are fully trained.

It is important that **you** notify any authorised person that drives **your car** that a **SmartPlug™** has been installed and that their journey will be monitored, and data collected.

If for any reason the **SmartPlug™** is incompatible with **your car**, **we** will cancel **your** policy in line with General Condition 4. There will be no cancellation administration charge.

A **SmartPlug™** must be fitted within seven days of the policy purchase date and within seven days of any subsequent change of vehicle under the policy. If a **SmartPlug™** is not fitted during this period **we** may cancel the policy in line with General Condition 4.

IMPORTANT

The **SmartPlug™** must be installed in **your car** within the first seven days of purchasing the **policy** or notifying **us** of any subsequent change of vehicle. Failure to do so will result in **your** insurance being cancelled.

SmartPlug™ Data

It is very important that **you** read this section to understand how **Smart Driver Insurance Limited** and **Smart Driverclub** use the information collected by the **SmartPlug™**.

The **SmartPlug™** is owned by **Smartdriverclub** and is licensed to **you** for the purpose of **your Smart Driver Insurance Limited** policy, including services related to the policy. **Smart Driver Insurance Limited** will have the right to use the **SmartPlug™** data licensed to **us** by **Smartdriverclub** for the purpose of providing **you** with **your** policy and services related to this policy.

The **SmartPlug™** must remain switched on and in use at all times to allow **us to** collect vehicle data and monitor driving performance.

The **SmartPlug™** gathers data about the use of the vehicle and vehicle diagnostics and is used to assess the way in which **your car** is driven. The data allows **us** to understand how fast **your car** is driven, how smoothly braking and acceleration is applied, how far the vehicle travels and to where and what time. The data also allows us to provide the **Smartdriverclub** services as described below. It is **your** responsibility to ensure that anyone else who uses **your car** is aware that a **SmartPlug™** is installed.

We constantly monitor and use this data to interpret how safe **your car** is being driven.

Some factors **we** use to assess how safe **your car** is being driven are:

- Speeding – If **you** frequently drive above the speed limit this will increase the likelihood of having an accident. Driving at a speed appropriate for the road and conditions is the safest approach.
- Harsh driving – accelerating and braking harshly or suddenly gives other road users less time to react to **your** movements and also tends to burn more fuel. Anticipating **your** next move and driving smoothly improves **your** road safety and **your** fuel bill too!

- Late night driving – driving in the late evening through to the early hours is the riskiest time to be on the road. Statistically this is when the most serious accidents occur.

These factors are used to categorise **your** overall driving behaviour from Very Good to Very Poor.

Your driving behaviour is available for **you** to view in **your viewpoint** portal or app.

Where **your car** is consistently being driven in an unsafe way and/or **you** are classified with driving behaviour of Very Poor, **we** will contact **you** to advise **you** that driver improvement is needed. **We** will provide **you** tips on how to improve **your** driving and will give **you** 7 days to improve **your** driving.

If **your car** continues to be driven in an unsafe way and **you** have not met the conditions outlined in **your** 7-day cancellation letter, **we** will cancel **your** policy on the 7th day in line with General Condition 4.

In addition, if **your car** is driven in a dangerous manner by excessively exceeding the statutory speed limits **we** will cancel **your** policy and will issue a 7-day cancellation letter in line with General Condition 4.

Some examples of exceeding the statutory speed limit excessively is **your car** being driven as follows –

- 50mph on a 30mph road;
- 90mph on a 60mph road;
- Over 100mph.

We will also constantly monitor and use the data to check the accuracy of the policy information **you** provide **us** against the data collected by the **SmartPlug™**. If **we** believe that the information **you** provided may be inaccurate, **we** will contact **you** to adjust **your** policy accordingly and where applicable an additional premium may be due.

Some of the details we will check are –

- Annual mileage - **We** will monitor the mileage **you** declared when **you** purchased **your** policy against the mileage **you** drive as collected by the **SmartPlug™**. If **we** predict that **you** are likely to exceed **your** declared annual mileage, **we** will contact **you** to adjust **your** policy accordingly and where applicable an additional premium may be due.
- Overnight parking address - **We** will monitor the overnight parking address **you** declared when **you** purchased **your** policy against where **your car** is parked at night as collected by the **SmartPlug™**. If **we** believe that the information **you** provided may be inaccurate, **we** will contact **you** to adjust **your** policy accordingly, and where applicable an additional premium may be due.

Where vehicle data is known to **us**, following the expiry of a policy where it was a condition to have a **SmartPlug™** installed, it will be applied to any future policies where **we** are the Insurer.

As part of services provided under this policy, use of the vehicle and vehicle diagnostic information is available via **your Smartdriverclub Viewpoint**. This can be viewed using a smartphone app and website to which **you** are given access. **Viewpoint** is hosted by **Smartdriverclub** and through **Device** software made available by **Smartdriverclub** to install on **your** devices.

IMPORTANT

We will use the data from the **SmartPlug™** for the provision of insurance services under this policy, including management of claims, underwriting and policy servicing. Data will be used for any underwriting or claims development or investigations that may be required and for fraud prevention, detection and investigation purposes.

We will also constantly monitor and use the data to check the accuracy of the policy information **you** provide **us** against the data collected by the **SmartPlug™**. If **we** believe that the information **you** provided may be inaccurate, **we** will contact **you** to adjust **your** policy accordingly and where applicable an additional premium may be due.

Where **your car** is consistently being driven in an unsafe way and/or **you** are classified with driving behaviour of Very Poor, **we** will contact **you** to advise **you** that driver improvement is needed. **We** will provide **you** tips on how to improve **your** driving and will give **you** 7 days to improve **your** driving.

If **your car** continues to be driving in an unsafe way and **you** have not met the conditions outlined in **your** 7-day cancellation letter, **we** will cancel **your** policy on the 7th day in line with General Condition 4.

We will disclose information collected by the **SmartPlug™** outside of **Smart Driver Insurance Limited** in the following circumstances:

- ✦ where **you** have provided **your** agreement
- ✦ to our agents and subcontractors for operational reasons, including providing the agreed services under the policy
- ✦ if **we** are required to by law to disclose the information, such as to **our** regulators or if **we** are issued with a court order
- ✦ to **Smartdriverclub** as detailed below

For full information on how **we** use **your** data please review our Privacy Policy at <https://www.smartdriverclubinsurance.co.uk/privacy/>

Smartdriverclub will remain the **Device** owner and data owner of the data generated by the **Device**. The information collected by the **SmartPlug™** and the information provided by **you** at application will be used by **Smartdriverclub** to:

- ✦ provide the data services required by **us** for this policy and the services related to this policy
- ✦ for general research and analysis, mapping purposes, researching, and refining techniques for analysis of Telematics data and the supply of traffic information. In all

such circumstances the information will be used anonymously and will not identify any individual, vehicle user or the **Policyholder**

- ✦ to provide **Smartdriverclub** services
- ✦ **My Deals** - **your** personal details, **your** vehicle details, **your** locations. As part of **your** membership to the **Smartdriverclub**, we'll provide **you** with offers from a number of third parties that have supplied special offers and discounts to **Smartdriverclub**. These offers will be specifically tailored to **you** and **your vehicle**. For example, if we can detect that **your** tyres are worn or have developed a slow puncture, **Smartdriverclub** may be able to provide **you** with a discount from **your vehicle** dealer or an alternative provider.
- ✦ **Breakdown Help** - **your** personal details, **your vehicle** registration and vehicle type details, the current health status of **your** vehicle, **your** location. Where **you** provide **Smartdriverclub** with **your** breakdown assistance policy information, this may allow **Smartdriverclub** to send the right breakdown assistance to **your** exact location and advise the engineer of the vehicle's malfunction in advance to assess the need for repair or recovery.
- ✦ **Crash Assistance** - **your** personal details, **your vehicle** details, **your** location and the details of **your** ICE contacts. Crash assistance allows **Smartdriverclub** to detect possible accidents and where the accident is severe, to contact **you**, **your** ICE contacts and in some cases the emergency services when **Smartdriverclub** believe **you** could have sustained serious injury.
- ✦ **Stolen car?** - **your** personal details, **your vehicle's** details and **your** vehicle's location. In order to track and potentially recover **your vehicle**, at **your** request **Smartdriverclub** will share these details with our third-party tracking providers and the police force that provided **you** with a PCRN number.
- ✦ **Where did I park?** - **your** location details. When **you** request it, **Smartdriverclub** provides **you** with **your** vehicle's last known location, because there's nothing more frustrating than losing **your car**.
- ✦ **Smart Driver Insurance Limited**- **your** personal details, **your** vehicle details, **your** driving performance. **Smart Driver Insurance Limited** will use the data for the provision of insurance services under this policy, including but not limited to management of claims, underwriting and policy servicing. Data will be used for any underwriting or claims development or investigations that may be required and for fraud prevention, detection and investigation purposes.

Your information may also be shared with the relevant insurance and claims databases, in accordance with the Privacy Policy

Stolen Car

The **SmartPlug™** has GPS/GSM tracking functionality. If **your car** is stolen **you** must activate the tracking facility by calling **our Claims Team**. **You** will need to have reported the theft to the police and have a Police Incident number.

If the police recover **your car** they may take it to a secure compound for further investigation and **you** may be required to pay police recovery and storage charges. Please obtain a receipt for any such payments and submit as part of **your** claim.

Assistance Calls

If the **SmartPlug™** data detects an impact which is severe enough to indicate a crash, it will attempt to notify **our** assistance team, who may try to contact **you** via the telephone numbers **you** have provided and check **you** are safe and to offer **you** crash assistance in line with the cover **you** hold under **your** policy. If **our** assistance team are unable to talk to **you**, they may try to contact the 'in case of emergency' numbers **you** provided via **your Viewpoint**.

Please note this service is not guaranteed and it is important that **you** take all available measures to safeguard **yourself** and any other party involved in an accident, informing the emergency services where appropriate. Please also remember that **you** are required to inform **our Claims Team** of any accident, incident, loss or claim.

Dealing with faults and limitations of service

The **SmartPlug™** has obtained all the relevant technical approvals and indicators of complete safety and reliability, so will not harm or interfere with **your vehicle**.

If, during the term of the insurance policy, the **SmartPlug™** is suspected by **us** to be defective, **we** will contact **you** and make all reasonable endeavours to repair or replace the **SmartPlug™**.

If, during the term of the insurance policy, **you** suspect the Device to be defective for any reason, **you** must notify **us** as soon as possible by calling **our Device Helpline** to enable **us** to make all reasonable endeavours to repair or replace the **SmartPlug™**.

We will not repair or replace any item which is part of **your car** and which is used to enable the operation of the **SmartPlug™** and/or in conjunction with it (e.g. the vehicle battery). These items are **your** responsibility to maintain in good working order. The Device uses the battery power supply and so there may be a small drain even when **your car** is not being used.

The transmission and receipt of the data is dependent upon mobile telecommunications services and **you** acknowledge that this service may be interrupted, circumvented or compromised. If transmission of data is affected in the manner described in this paragraph, this does not necessarily mean the Device is defective. **We** will rectify the problem with such transmissions where it is possible for **us** to do so.

Atmospheric conditions, power failures, or other causes, conditions or events beyond **our** reasonable control or the capabilities of the Device can affect the collection and transmission of data by the **SmartPlug™**. **We** will rectify any interruptions to the transmission of the data where it is possible for **us** to do so.

Tampering

The **SmartPlug™** is the property of **Smartdriverclub**. **You**, or any person acting on **your** behalf, must not tamper with, dismantle, or attempt to remove any part of the **SmartPlug™** or tamper with the GPS/GSM signal that is emitted from the **SmartPlug™**. The **SmartPlug™** must remain switched on and in use at all times to allow **us** to collect vehicle data and monitor driving performance.

The box has tamper-proof controls and attack safeguards. If the intelligent alert system is triggered it will notify **us** of any unauthorised tampering. An investigation will be initiated and a physical inspection by an engineer may be required. If following an inspection, **you** or anyone else is proven to have tampered with the **SmartPlug™**, **you** will be required to pay for any actual costs **we**, or **Smartdriverclub** have incurred including repairing or replacing the defective **SmartPlug™**. **Your** insurance will be cancelled, and **you** will be liable for the cancellation charges as outlined in 'Your Agreement with Smartdriverclub Insurance'. If evidence suggests that the tampering was performed deliberately in order to disrupt our ability to collect data, we will treat the matter as fraud.

Important

Any unauthorised tampering will invalidate the insurance cover provided and **your** policy will be cancelled in line with General Condition 4.

Device Charges

There is no cost to you for the **SmartPlug™**. A charge may be payable in certain circumstances for installation and removal of a Device. Details of these charges are given in 'Your Agreement with Smartdriverclub Insurance', available on-line and included with **your** documents issued at inception and renewal.

Where a **SmartPlug™** has been self-installed and the policy is cancelled, **we** may request **you** remove the Device and return to **us**. If the Device was installed by one of **our** engineers and the policy is cancelled, **you** may request the Device is deactivated.

If **you** change **your car** a **SmartPlug™** must be installed or enabled in the new vehicle being insured within seven days. All reasonable endeavour should be made by **you** to re-use the self-installed Device in the new vehicle.

If **you** sell **your vehicle** **you** are obliged to notify the new owner if the Device has been installed.

Extra Conditions (endorsements)

These Extra Conditions (endorsements) only apply if shown on **your** current **Policy Schedule**. Please read **your** current **Policy Schedule** to see which of these endorsements apply to **your** policy.

111 Overnight Garaging Endorsement

Between the hours of 2200 and 0600 GMT, **the insurer** does not cover any loss or damage to **your vehicle** caused by theft, attempted theft, malicious damage or vandalism unless **your vehicle** is garaged and there are visible signs of forcible or violent entry to or exit from the garage. This only applies whilst **your vehicle** is located at the address shown on **your** schedule.

113 Vehicle Security Endorsement

The insurer does not cover any loss or damage caused by theft or attempted theft of **your vehicle** unless **your vehicle** is fitted with a vehicle tracking system which has been approved by **us** and which was fully operational at the time of the theft or attempted theft of **your vehicle**.

114 Accompanied Endorsement

The insurer does not cover any loss or damage to **your vehicle** whilst being driven by the provisional licence holder(s) named on this policy unless they are accompanied by another named driver on this policy (who must be over the age of 21 and have held a full UK licence for at least three years) at the time of the loss or damage.

115 Windscreen Cover Endorsement

A £100 excess applies to claims for glass replacement, and £25 for glass repair. If the work is carried out by our approved repairer, the excess is reduced to £75 for glass replacement and £15 for glass repair. If the approved repairer is not used the maximum payable under this section is £150 after deducting excesses.

03A Young and Inexperienced Drivers

The additional **excess** shown below applies to all young and inexperienced* persons. Unless otherwise stated in an endorsement to this policy, the **excess** applies to all accidental damage, malicious damage, fire and theft claims.

Additional **excess** applying if the driver or last person in charge of the vehicle for the purpose of driving:

Person aged under 21	£350
Person aged 21 to 24	£250
Person aged 25 or over	£150

Who is not an experienced driver *

*Classed as someone who has not held a full licence for at least 12 months

Comments and Complaints

Smart Driver Insurance Limited are committed to providing the best possible service. However, **we** understand there may be times when **we** do not meet **your** expectations. **We** want **you** to let **us** know straight away if **you** are unhappy. **We** will always do **our** best to resolve any complaint fairly.

How to make a complaint

We understand that making a complaint can be stressful in itself. That's why **we** want **you** to be able to complain in any way **you** choose.

Complaint about your policy or your SmartPlug™

Quality Manager, **Smart Driver Insurance Limited**, Complaints Department, Arena Business Centre, 25 Barnes Wallis Road, Segensworth East, Fareham PO15 5TT

Tel: 0330 058 6000

Email: complaints@smartdriverclubinsurance.co.uk

Complaint about your claim

If **you** are not satisfied with the service we have provided, please tell **the insurer** so that **the insurer** can do their best to deal with the problem. **You** can contact **the insurer** in the following ways:

By phone on:

01422 286 406

By email at:

customer.relations@coveainsurance.co.uk

Write to **us** at:

Customer Relations, Covéa Insurance, A&B Mills, Dean Clough, Halifax, HX3 5AX

For **your** and **our** protection, and for training and monitoring purposes, **the insurer** may record and monitor phone calls.

To help **you** as quickly as possible, please provide or have these things ready:

- **Your** policy or claim reference number;
- **Your** email address;
- **Your** contact number.

Whichever method **you** choose, a member of staff fully trained in complaint handling will deal with **your** complaint.

How to escalate your complaint

If **we** have given **you our** final response and **you** are still unhappy, or more than eight weeks have passed since **we** received **your** original complaint, **you** may refer **your** complaint to the Finance Ombudsman Service (FOS). Their details are as follows:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

www.financial-ombudsman.org.uk

Tel: 0800 0 234 567

Free for people phoning from a 'fixed line' (e.g. landline at home) or a mobile

Email: complaint.info@financial-ombudsman.org.uk

For more information about how **we** handle complaints, please call **us** and ask for a copy of **our** guide to handling **your** complaint.

Online Dispute Resolution

The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

Financial Services Compensation Scheme (FSCS)

Smart Diver Insurance Limited and **your** insurer are covered by the FSCS. **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of Insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk), or **you** can phone the FSCS on 0800 678 1100 or 0207 741 4100.

Privacy and Security Statement

Your Privacy and Security

Please view **our** full Privacy and Security Statement at www.smartdriverclubinsurance.co.uk/privacy which will help **you** understand how **we** collect, use and protect **your** personal data.

1. Driving Licence Number (DLN)

Please note that **we** may collect **your** Driving Licence Number (DLN or "MyLicence") as part of **your** application for motor insurance; in some cases, **we** may not be able to insure **you** without this information. For details relating to information held about **you** by the Driver and Vehicle Licensing Agency ("DVLA") please visit www.dvla.gov.uk and www.myllicence.org.uk. To view **your** driving licence, visit: www.gov.uk/view-driving-licence

What data is collected from my DLN?

The number is used to do an automatic check with the DVLA driver database to retrieve the required information. The provided information is:

- ✦ Type of licence held
- ✦ Length of time the licence has been held for
- ✦ Entitlements to drive
- ✦ Penalty points
- ✦ Convictions
- ✦ Conviction dates
- ✦ Disqualifications

How will we use your DLN data?

The data provided by the DVLA may be used alongside other information **you** have provided:

- ✦ To calculate a motor insurance quote
- ✦ To administer the policy
- ✦ **We** may also use **your** DLN to search **your** (or any person included on the proposal) NCB details against a No Claims Bonus database ("NCB") to obtain information in relation to **your** 'No Claims Bonus' entitlement. Such searches may be carried out against **your** (or the relevant person included on the proposal) DLN, name, date of birth, Vehicle Registration Mark ("VRM") and/or postcode. A search of the DLN against the NCB should not show a footprint against **your** (or another relevant person included on the proposal) driving licence
- ✦ **We** may conduct a search against **your** DLN if an insurance policy is incepted at the renewal stage
- ✦ For anti-fraud purposes

They will not be used for any other purpose or be made available for anyone else. Only the motor insurance industry may use this information. If **you** apply for a quote with **us** and decide not to take out insurance with **us**, the data returned from the DVLA database will be anonymised or deleted no later than 30 days after receipt of that data. Please note that under **our** User Agreement with the Motor Insurance Bureau, individual agents do not have access to the data returned by a DLN search and as such will not be able to discuss issues relating to **your** DLN with **you**. In these instances, **we** suggest checking the information associated with **your** DLN is correct at <https://www.gov.uk/view-driving-licence>

2. Confidentiality and disclosure of your data

We will endeavour to treat **your** personal data as private and confidential. From time to time **we** will employ agents and subcontractors to process **your** personal data on **our** behalf. The same

duty of confidentiality and security will apply to them and all processing will be carried out under **our** instruction.

We would like to bring to **your** attention **our** obligations to disclose data in the following four exceptional cases permitted by law, and the other situations set out below. These are:

- ✦ Where **we** are legally compelled to do so
- ✦ Where there is a duty to the public to disclose
- ✦ Where disclosure is required to protect **our** interests
- ✦ Where disclosure is made at **your** request or with **your** consent

In the unfortunate event that **you** have to make a claim then **we** will need to disclose data with any other party involved in that claim. This may include:

- ✦ Third parties involved with the claim, their insurer, solicitor or representative
- ✦ Medical teams, the police or other investigators

If **you** make a complaint about the service **we** have provided, **we** may be obliged to forward details about **your** complaint, including **your** personal data, to the relevant ombudsman. **You** can be assured that they are similarly obliged to adhere to the Data Protection Act 1998 and keep **your** personal data strictly confidential.

Please note that **we** make a number of checks to assess **your** application for credit and verifying identities to prevent and detect crime and money laundering, as well as data sharing at any time for the purposes of fraud prevention. These checks may also include **your** DLN/MyLicence.

Using data obtained from **your** DLN, **we** may pass details of **your** 'No Claims Discount' to certain organisations to be recorded on an NCD database. This may occur if information requires updating or correcting at any stage, and also at the renewal stage of **your** policy and upon or after the cancellation of **your** policy prior to the expiry date.

Credit reference

When **you** apply to **us** to open an account, **we** make a number of checks to assess **your** application for credit and verifying identities to prevent and detect crime and money laundering. To obtain this information, **we** will check the following records about **you** and anyone else who may also be insured and whose personal details have been provided as part of the insurance application:

- ✦ Our own records
- ✦ Credit Reference Agency (CRA) records. When **we** search these records CRAs will place a search footprint on **your** credit file that may be seen by other lenders. They supply **us** with both public (including the electoral register) and shared credit and fraud prevention information
- ✦ Fraud Prevention Agency (FPA) Records

We make searches about **you** at credit reference agencies who will supply **us** with information, including the Electoral Register and credit information. The agencies will record details of the search whether or not **your** application proceeds. The searches will not be seen or used by lenders to assess **your** ability to obtain credit. **We** may use scoring methods to assess this application and to verify **your** identity.

Credit searches and other information which is provided to **us** and/or the credit reference agencies, about **you** and those with whom **you** are linked financially, may be used by **Smartdriverclub Insurance** and other companies if **you**, or other members of **your** household, apply for other facilities including insurance applications and claims. This information may also be used for debt tracing and the prevention of money laundering as well as the management of **your** account. Alternatively, **we** may ask **you** to provide physical forms of identification.

We may also make periodic searches at CRAs and FPAs to manage **your** account with **us**. Information on applications will be sent to and recorded by CRAs.

If **you** choose to pay by instalments, **your** monthly instalment plan will be financed by Premium Credit Limited. Premium Credit will send **you** a welcome pack which will include a credit agreement. In assessing **your** application, Premium Credit will search the public information a credit reference agency holds about **you**. The credit reference agency will add details of the search to their records whether or not the application for credit proceeds. This and other information may be used to make credit decisions about **you** and to undertake checks for the prevention and detection of money laundering.

Failing to make a payment when it is due will result in cancellation of the credit agreement and may result in cancellation of **your** insurance. When **you** borrow from **PCL**, **they** will give details of **your** account(s) and how **you** manage it/them to CRAs. If **you** borrow and do not repay in full and on time, CRAs will record the outstanding debt.

This information may be supplied to other organisations by CRAs and FPAs to perform similar checks, and to trace **your** whereabouts and recover debts that **you** owe. Records remain on file for six years after they are closed, whether settled by **you** or defaulted.

If **you** give **us** false or inaccurate information and **we** suspect or identify fraud, **we** will record it and may also pass this information to FPAs and other organisations involved in the prevention of crime and fraud.

Your data may also be used for other purposes for which **you** give **your** specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the General Data Protection Regulation (Regulation (EU) 2016/679) and all related and successor data protection legislation having effect in the United Kingdom.

When you make a claim

If necessary **the insurer or Smart Driver Insurance Limited Claims Team** may also have to investigate **your** claims and conviction history in the course of administering the claim. **You** can be assured that **the insurer or Smart Driver Insurance Limited Claims Team** will keep such investigations strictly confidential.

In the case of motor insurance, insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services (IDS) and the Motor Insurance Anti- Fraud and Theft Register, run by the Association of British Insurers (ABI). This helps insurers check information and prevent fraudulent claims. When **we** deal with **your** request for insurance **we** may search these registers. Under the conditions of **your** policy, **you** must tell **us** about any incident (such as an accident or theft) which may give rise to a claim. When **you** tell **us** about an incident **we** will pass information to the Registers.

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

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

If **you** are involved in a road traffic accident (either in the UK, the EEA or certain other territories) insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your vehicle** seized by the police. **You** can check that **your** correct registration number details are shown on the MID at www.askmid.com.

Fraud prevention and detection

In order to prevent and detect fraud, insurers may at any time share information about **you** with **our** other group companies.

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

My Licence

As part of **our** fraud prevention and detection measures, **we** may undertake searches against **your** (or any person included on the proposal) DLN against details held by the DVLA to confirm **your** licence status, entitlement and restriction information and endorsement/conviction data. This helps insurers check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure. A search of the DLN with the DVLA should not show a footprint against **your** (or another relevant person included on the proposal) driving licence.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies.

We may exchange **your** details such as NCB, DLN and Claims records with insurance industry databases for the purpose of validation and financial crime prevention.

We and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies.

How to find out more

You can contact the CRAs currently operating in the UK; the information they hold may not be the same, so it is worth contacting them all. They will charge **you** a small statutory fee.

- ✦ TransUnion (formally Call Credit) - www.callcredit.co.uk
- ✦ Equifax - www.equifax.co.uk
- ✦ Experian - www.experian.co.uk