

“Your Agreement with Smartdriverclub Insurance (Smart Driver Insurance Limited)”

The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. Please use this information to decide if our services are right for you.

Who are We?

Smartdriverclub 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.

Ownership

Smart Driver Insurance is a 100% owned subsidiary of Smart Driver Club Limited. Smart Driver Club Limited is Registered in England and Wales with company number 09706245. Registered office address: Timsons Business Centre, Bath Road, Kettering, Northamptonshire, England, NN16 8N.

Law and Language

This Agreement is subject to English Law and the jurisdiction of the English Courts. We will use the English language for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract.

Whose Products We Provide

We supply comprehensive motor insurance underwritten by a range of different underwriters on our panel. Please see your Certificate of Motor Insurance for further details. These underwriters include, but are not limited to:

- Aviva Insurance Limited
- AXA Insurance Limited
- Covea Insurance Plc
- Markerstudy Insurance Services Limited
- The New India Assurance Company Limited (coverholder Pukka Insure Limited)

For our optional extras (which run alongside our car insurance policies);

- We will only offer Motor Breakdown cover (Roadside, Roadside & Recovery-National, Recovery-National and Homestart, Recovery-National Homestart and European cover) provided by Call Assist Limited and underwritten by AmTrust International Underwriters Limited.
- We will only offer Motor Legal Protection cover provided by Composite Legal Expenses Limited and underwritten by AmTrust Europe Limited.
- We will only offer KeyBack cover provided by Motorplus Limited and underwritten by UK General Insurance Limited.
- We will only offer Personal Accident cover (two levels of protection) provided by Motorplus Limited and underwritten by UK General Insurance Limited.
- We will only offer Replacement Car cover provided by Motorplus Limited and underwritten by UK General Insurance Limited.

Which services we will provide

You will not receive advice or recommendations from us for comprehensive motor insurance, we will only provide information to enable you to make an informed decision on your purchase.

We may ask you some questions to help us narrow down the selection of products that we will provide details of. You will need to make your own decisions on how to proceed. Please consider all information carefully to ensure the product(s) meet your requirements before you decide to proceed.

The products we may make available include;

- Motor Breakdown (four levels of cover)
- Motor Legal Protection
- KeyBack
- Personal Accident (two levels of protection)
- Replacement Car

Our service includes arranging your insurance cover on your behalf to meet your requirements, and helping you with any ongoing changes you have to make, such as amendments to the cover, use and property insured. We will also arrange the cancellation and renewal of your insurance policy.

Our Fees, Commission and Charges

We may make the following charges to cover the administration of your insurance: Each fee is non-refundable and is payable at the time of the transaction to which it relates.

Standard Charges

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| <p>New Business Fee: This fee is charged for the creation and administration of your policy. The New Business fee is fully refundable, if the policy is cancelled within 14 days from purchase date, but cancellation fees will apply.</p> | <p>£25 This fee is already included in the price quoted to you online or over the phone. £75 there is an additional new business fee of £75 (totaling £100) if the underwriter is The New India Assurance Company Limited (coverholder Pukka Insure Ltd)</p> |
| <p>Policy Amendment Fee: (Apart from a change of vehicle or cancellation)</p> | <p>£30 Payable in addition to any premium adjustment generated by you or by us when the change is processed. This fee applies to all underwriters.</p> |
| <p>Cancellation Fee Minimum We would charge this cancellation fee where a policy is within 14 days of purchase or renewal and no Smartplug™ has been dispatched or a dispatched device has been returned within 7 days of cancellation date.</p> | <p>£30 In addition to any premium for the time you have been on cover and full refund for any optional extras you have purchased. Providing no claim has been made or are pending. Our underwriters may receive a part of this Fee. This fee applies to all underwriters.</p> |
| <p>Cancellation Fee We would charge this fee where a policy is within 14 days of purchase or renewal and a device has been dispatched but not returned within 7 days of cancellation date.</p> | <p>£70 In addition to any premium for the time you have been on cover providing no claim has been made or are pending. Any optional extras will be returned in full providing no claims have been made or are pending. Our underwriters may receive a part of this Fee. This fee applies to all underwriters.</p> |
| <p>Cancellation Fee We would charge this fee where a policy is outside of 14 days from purchase or renewal and a device has been issued and returned within 7 days of cancellation date.</p> | <p>£60 In addition to any premium for the time you have been on cover providing no claim has been made or are pending. No refund will be given for any optional extras purchased. Our underwriters may receive a part of this Fee. This fee is £40 if the underwriter is the New India Assurance Company Ltd (coverholder Pukka Insure Ltd).</p> |

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| Cancellation Fee Maximum We would charge this cancellation fee where a policy has been purchased more than 14 days ago and a device has been dispatched and not returned within 7 days of cancellation date. | £100 In addition to any premium for the time you have been on cover providing no claim has been made or are pending. No refund will be given for any optional extras purchased. Our underwriters may receive a part of this Fee. This fee is £80 if the underwriter is the New India Assurance Company Ltd (coverholder Pukka Insure Ltd) |
| Change of Vehicle Fee | £60 Payable in addition to any premium adjustment generated when the change of vehicle is processed. This fee applies to all underwriters. |
| Duplicate documents | £10 |
| Mid-term removal of any of the optional extras | A full refund of the premium paid for optional extras if removed within 14 days of purchase, providing no claim has been made or are pending. There is no refund of the premium paid for the optional extras if removed after the 14 days from policy purchase. |
| Where a claim has been made | No refund of premium is due where a claim has been made and paid for. Or where a fault claim has been made and is in progress. |
| Missed payment fee (direct debits) | £30 – This fee is charged by Close Bothers Premium Finance (CBPF) Limited, our credit provider. |
| Policy Declared Void | We will deduct a £30 fee before returning the net insurance premium to you, when a policy has been declared void or where a policy has been cancelled from inception and a no device has been dispatched. |

In addition to the charges listed above, we may receive the following commissions:

- commission from the underwriter which we have placed your policy with, at a percentage of the annual premium paid. Each commission level varies from underwriter to underwriter.
- commission from the providers of our additional policies (if you have selected any), at a percentage of the annual premium paid
- where a motor insurance claim has occurred, we may also receive fixed payments from our trusted claims suppliers
- for instalments by Direct Debit customers, commission from Close Brothers
- Premium Finance (CBPF) Limited for introducing you to them, based on a percentage of CBPF fee.

Who regulates us?

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Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request. You can find us on the relevant registers at;

- The Financial Conduct Authority website; www.fca.org.uk/register or by contacting them on 0800 1116768.
- The Gibraltar Financial Services Commission's website; www.fsc.gi

Complaints

We aim to provide our customers with the highest standard of service. Smartdriverclub insurance has an established complaints handling procedure to ensure that any concerns that do arise are dealt with promptly and fairly.

If you do need to raise a concern or make a complaint, please contact the Complaints department, Smartdriverclub Insurance, Arena Business Centre, 25 Barnes Wallis Road, Segensworth East, Fareham, PO15 5TT. Tel: 0333 003 2263 Lines are open 8am – 8pm weekdays and 10am -6pm Saturday. Email: complaints@smartdriverclubinsurance.co.uk

If you are not happy with our response, you may register your complaint with the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0845 080 1800

Making a complaint does not affect your legal rights.

Are We Covered By the Financial Services Compensation Scheme (FSCS)

Smartdriverclub insurance (Smart Driver Insurance Limited) is covered by the FSCS which provides protection to customers of authorised financial services companies.

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit, however claims under compulsory insurance, professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder are protected at 100%. Further information is available from the FSCS helpline on 0800 678 1100 or 020 7741 4100 and www.fscs.org.uk.

Financial Compensation Services Scheme, 7th Floor, Lloyd Chambers, 1 Portsoken Street, London E1 8BN.

Confidentiality and Data Protection

We will exchange the information that you provide to us with our Insurance partners and third parties that require the data in order to deliver part of your Smartdriverclub Membership and Smartdriverclub Insurance contracts. This may include a credit check to confirm your identity and minimise the risk of fraud. 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. Please refer to 'Smartdriver Driver Data' section within your policy wording for details on how we use the data we collect. For full details regarding our commitment to your Privacy please refer to our Privacy Policy available on our website: <https://www.smartdriverclubinsurance.co.uk>.

Credit checks

When you apply to us to open an account, we may make a number of checks to assess your application for credit and verifying identities to prevent and detect crime and money laundering. 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 the management of your account.

Termination

You may cancel this agreement with us at any time by contacting our customer service team by telephone. We are unable to accept cancellation by letter or email. We also reserve the right to cancel this agreement, in certain circumstances at any time. Please refer to the policy booklet for further information. In any event, we will provide you with reasonably sufficient time to re-arrange your insurance and we will notify you of termination in writing together with an explanation if appropriate.

Automatic renewal

When your policy is due for renewal, we may offer to renew it for you automatically using the payment method and 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.

CCCM Payments

Where the annual premium is paid by card we reserve the right to automatically take additional payments from, or make refunds to, your debit or credit card in respect of any additional or return premiums which may become due under the terms of your policy. Your credit card details will be held for the duration of the policy on our records for that reason and will be held securely in accordance with the Payments Card industry Data Security Standards. You will be notified in writing 7 days prior to any request for additional payment or refund. If you would like to discuss these details please contact our customer service team.

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 to appropriate industry standards.

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 of your policy wording. There will be no cancellation administration charge.

A Smartplug™ must be fitted within 7 days of the policy purchase date and within 7 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 of your policy wording.

Arranging delivery of the Smartplug™ - Important

This insurance policy requires a Smartplug™ to be fitted in your vehicle within 7 days of purchase and during the term of the policy. If you fail to comply with this condition, we may cancel the policy in line with General Condition 4 of your policy wording.

The Smartplug™ is owned by Smart Driver Club Limited and is licensed to you for the purpose of your Smartdriverclub Insurance policy, including services related to the policy.

Smartdriverclub insurance 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. You must not attempt to remove, deactivate, tamper or in any way interfere with the Smartplug™ or its ability to transmit data to us. Any of these actions may result in the cancellation of your policy.

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 breaking 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 in your policy booklet. It is your responsibility to ensure that anyone else who uses your car is aware that a Smartplug™ is installed.

The collection and transmission of data can occasionally be impaired. We will attempt to rectify any interruptions to the transmission of the data where it is possible to do so. If at any point we suspect that the Smartplug™ is faulty, we will repair or replace the device free of charge.

Policy Excesses and Vehicle Pictures - Important

It is a condition of the policy that you send us four pictures of your vehicle as detailed within your welcome pack. Whilst we are awaiting and/or verifying these pictures, an **additional compulsory excess of £1000** may apply at the point of making a claim. Pictures of your vehicle can be uploaded via your viewpoint app and web portal immediately following policy purchase.

Smartplug™ costs and fees:

There is no cost to you for the Smartplug™. Where the vehicle covered under the policy is changed or a policy cancelled following plug shipment, higher policy fees may be charged. Please see our standard charges above.

IMPORTANT INFORMATION

Your duty to give information:

When applying for or amending your insurance policy, we will ask a number of questions to assess the risk prior to agreeing cover. It is your duty to ensure that you answer all questions raised by us honestly and reasonably. These questions are designed to enable us to obtain a comprehensive picture of the nature of the risk to be insured, and only by asking such questions and receiving answers which are given honestly and with reasonable care, can we be in a position to offer terms which are designed to meet your demands and needs.

The reason why this is vital and extremely important is that if you fail to tell us something when asked, or, if you answer carelessly or act deliberately or recklessly in making misrepresentations when answering questions, your policy may leave you with no insurance protection; we may not pay a part or all of your claim and may cancel your policy. You may find it difficult to re-arrange cover because you did not tell an underwriter everything when asked, and you will have to disclose this fact when you reapply for insurance.

FAILURE TO ANSWER QUESTIONS HONESTLY AND REASONABLY, WHEN ASKED, MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID

This Agreement was last updated on 13th February 2019.