

Gadget Insurance

Terms and Conditions



Contact

If you have any questions regarding the terms and conditions, please contact us using the details below:



Claims
03333 449 247



Phone
03333 449 669



Email
enquiries@smart-sure.com



Post
Smart Sure Limited
First Floor, Building 2, Croxley Park,
Watford, WD18 8YA

Your Contract of Insurance – Gadget Insurance

This insurance is arranged by Smart Sure a trading name of Smart Sure Direct Limited and is underwritten by City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell. City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell is a Guernsey insurance company with its headquarters at 3rd Floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ.

Smart Sure Limited is an appointed representative of City and Commercial Limited who is authorized and regulated by the Financial Conduct Authority (FCA).

It should be noted that the Policy **Administrator** and the **Insurer** share a common beneficial ownership.

IMPORTANT

It is important that **You** check **Your Policy Schedule** to ensure that the information that **You** have provided to Us is accurate. Please take the time to read the contents of this **Policy** to ensure that **You** understand the cover **We** are providing **You** and that **You** comply with **Our** terms and conditions. This **Policy** wording and **Your Policy Schedule** are important documents; please keep them in a safe place in case **You** need to refer to them for any reason.

DEFINITIONS

The following words shall have the meanings given below wherever they appear in bold:

Administrator:

Smart Sure Ltd, First Floor, Building 2, Croxley Park, Watford, WD18 8YA, Tel; **03333 449 669**

Accessories:

Chargers, carrying cases, headphones and hands-free mounting kits, USB cables but excluding a SIM Card that were supplied with **Your Electronic Equipment**.

Accidental Damage:

The unintentional and unforeseen breakage or destruction of **Your Electronic Equipment**, with visible evidence of an external force being applied and which results in the **Electronic Equipment** being unusable.

Breakdown:

The actual and sudden mechanical / electrical failure or breakdown which results in the sudden stoppage of as **Electrical Equipment's** normal functions.

Claims Administrator:

City and Commercial Insurance Company (PCC) limited re Smart Cover Insurance Cell, First Floor, Building 2, Croxley Park, Watford, WD18 8YA.

Commencement Date:

The date **Your** cover begins with **Us**, as detailed in **Your** policy schedule.

Computer Virus:

A set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

Cosmetic Damage:

Any damage which is non-structural, for example, scratches, dents and marks, which does not affect the usage of the **Electronic Equipment**.

Electronic Data:

Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Electronic Equipment:

The item or items purchased and owned by **You**, as new and in full working order, from a VAT registered company and for which **You** hold **Proof of Purchase**, and that is insured by **Us** as detailed in **Your** policy schedule.

End date:

The date that all cover under **Your** policy will cease unless **You** advise **Us** that **You** wish to renew **Your** insurance with **Us**.

Excess:

The amount **You** will be required to pay towards each claim **You** make under this policy.

Immediate Family:

Your husband, wife, civil partner, partner, children or parents, who permanently live in **Your** home.

Insurer:

City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ, authorized by the Guernsey Financial Services Commission (GFSC). GFSC Reference: OI0250. Details of registration can be checked using the link: <https://www.gfsc.gg/commission/regulated-entities/54692>.

Loss:

Where the **Electronic Equipment** has been accidentally left by **You** in a location, while **You** are away from **Your** home, and **You** are permanently deprived of its use.

Mobile Phone:

A phone that **You** can carry with **You** and use to make or receive calls.

Period of Insurance:

The period between the **Commencement Date** and the **End Date** which is shown on **Your** policy schedule and that the policy will be in force for.

Proof of Purchase:

An original receipt and any other documentation required to prove **Your Electronic Equipment** was purchased from a UK VAT registered company and that it is owned by **You** - including the date of purchase, make, model, serial and IMEI number of **Your Electronic Equipment**, where applicable.

Reasonable Precautions:

You must not leave **Your** property **Unattended** if it is in a place where it is accessible to the general public. **We** will not pay any claims for property left **Unattended** in publicly accessible places. **You** must act as though **You** are not insured.

Replacement Item:

An identical item of **Electronic Equipment** of the same age and condition or if not available, one of comparable specification or the equivalent value considering the age and condition of the original item of **Electronic Equipment**.

Terrorism:

Any act including but not limited to the use, or threat, of violence or force by any person or organization involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

Theft:

Means the unauthorized dishonest appropriation or attempted appropriation of the **Electronic Equipment** specified on **Your** Insurance Schedule, by another person with the intention of permanently depriving **You** of it.

Unattended:

Not within **Your** sight at all times and out of **Your** arms-length reach.

Unauthorized Use:

Any calls, texts or data use made from **Your Electronic Equipment** after the time that it was lost or stolen, to the time that it was blacklisted by **Your** airtime provider.

We, Us, Our:

City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ.

You, Your:

The insured person, who owns the specified **Electronic Equipment** as stated on **Your policy** schedule.

WHAT IS COVERED

In return for **Your** premium payment **We** will insure **Your Electronic Equipment** for the **Period of Insurance** as stated on **Your** policy schedule, subject to the terms and conditions in this document and any variations and amendments which have been confirmed in writing by **Us**. Please read **Your** policy carefully to ensure **You** understand the cover **We** are providing **You** and that **You** comply with **Our** terms and conditions.

POLICY LIMITS

During the first 45 days of Your policy

Any claim reported to **Us** within the first 45 days of **Your** policy will be subject to a £250 **Excess** fee.

After the first 45 days of Your policy

Any claim reported to **Us** after the first 45 days of **Your** policy will be subject to a £50 **Excess** fee. Any claim for the **loss** of **Your Mobile Phone** will be subject to a £100 **Excess** fee.

Please note: claims made within the first 14 days of the policy are not covered. see item 5 in the “What’s not Covered” section below.

BASIS OF COVER

A. Accidental Damage

We will pay the costs of repairing **Your Electronic Equipment** as a result of **Accidental Damage**. If **We** are unable to economically repair **Your Electronic Equipment** then, at **Our** discretion, a **Replacement Item** will be provided by **Us**.

In addition to claims excluded under the “What is Not Covered” section, **We** will not pay for **Accidental Damage** caused by:

1. Deliberate damage or neglect of the **Electronic Equipment**.
2. Failure on **Your** part to follow the manufacturer’s instructions.
3. Inspection, maintenance, routine servicing or cleaning.

B. Theft

We will replace **Your Electronic Equipment** with a **Replacement Item** if it is stolen. Where only part or parts of **Your Electronic Equipment** have been stolen, **We** will only replace that part or parts.

In addition to claims excluded under the “What is Not Covered” section, **We** will not pay for **Theft**:

1. Where the **Loss** has occurred from any motor vehicle where **You** or someone acting on **Your** behalf is not in the vehicle, unless the **Electronic Equipment** has been concealed in a locked boot, glove compartment or other locked internal compartment and all the vehicle’s windows and doors were closed and locked and all security systems had been activated.
2. From any premises, building, land or vehicle unless force, resulting in damage to the building, premises or vehicle was used to gain entry or exit.
3. Where the **Electronic Equipment** has been left **Unattended** when it is away from **Your** home.
4. Where **Reasonable Precautions** have not been taken.

C. Loss – Optional – Please refer to Your policy schedule

If **You** lose **Your Mobile Phone** **We** will replace it with a **Replacement Item**.

In addition to claims excluded under the “What is Not Covered” section, **We** will not pay for **Loss**:

1. Where the **Mobile Phone** has been left **Unattended** when it is away from **Your** home.
2. Where **Reasonable Precautions** have not been taken.

D. Breakdown

If a **Breakdown** of **Your Electronic Equipment** occurs outside of the manufacturer’s guarantee or warranty period **We** will pay the repair costs. If **We** are unable to economically repair **Your Electronic Equipment** then, at **Our** discretion, a **Replacement Item** will be provided by **Us**.

In addition to claims excluded under the “What is Not Covered” section, **We** will not pay for **Breakdown** caused by:

1. Deliberate neglect of the **Electronic Equipment**.
2. Failure on **Your** part to follow the manufacturer’s instructions.

E. Liquid Damage

We will repair or provide a **Replacement Item** for **Your Electronic Equipment** if it is damaged as a result of accidentally coming into contact with any liquid.

We will not pay for any liquid damage claims excluded under the “What is Not Covered” section.

F. Unauthorized Use

Where **Your** item of **Electronic Equipment** is a device where **You** are charged for **Unauthorized Use** and it is lost or stolen, **We** will refund the cost of any calls, texts or data used after the time it was lost or stolen to the time it was blacklisted by **Your** airtime provider. This is subject to **You** providing an itemized bill. The maximum **We** will pay for any one occurrence is £100.

In addition to claims excluded under the “What is Not Covered” section, **We** will not pay for:

1. Any **Unauthorized Use** where the **Theft** or **Loss** has not been reported to **Your** airtime provider within 12 hours of the **Theft** or **Loss** occurring.

REPLACEMENT CONDITIONS

This policy is for replacement only and is not a replacement as new policy. If **Your Electronic Equipment** cannot be replaced with an identical item of **Electronic Equipment** of the same age and condition, **We** will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original item of **Electronic Equipment**. Cover is limited to one replacement within a 12 month period, up to the amount specified in **Your** policy schedule.

WHAT'S NOT COVERED

1. **Loss** of any item that is not a **Mobile Phone**.
2. Repairs or any other costs for:
 - a) Cleaning, inspection, routine servicing or maintenance.
 - b) **Loss** or damage arising from a manufacturer's defect or recall of the **Electronic Equipment**.
 - c) Replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials.
 - d) Any repairs carried out without prior authorization from **Us**.
 - e) Wear and tear to the **Electronic Equipment** and/or gradual deterioration of performance.
 - f) **Cosmetic Damage**.
3. Any claim if the serial number, IMEI (international mobile equipment identity) or simgate has been tampered with in any way.
4. The failure of any electrical or mechanical component in **Your Electronic Equipment** due to a sudden and unforeseen fault, during the period of the manufacturer's warranty.
5. Any claim made, or any event causing the need for a claim to be made, that occurs within the first 14 days of the **Commencement Date** of the policy, or within 14 days of the change or addition of **Electronic Equipment** to **Your** policy for any **Electronic Equipment** added or amended during the **Period of Insurance**.
6. Any claim for a **Mobile Phone** or iPhone which has not been used for its core purpose since the inception of **Your** policy, or since it was added to **Your** policy, as verified by **Your** airtime provider.

7. Any claim where the **Electronic Equipment** has not been used in the first 14 days after the **Commencement Date** or within 14 days of the change or addition of **Electronic Equipment** to **Your** policy for any **Electronic Equipment** added or amended during the **Period of Insurance**.
8. Any repair or replacement if a SIM card registered to **You** was not in the insured **Mobile Phone** or **Electronic Equipment** at the time of the **Accidental Damage, Theft, Breakdown**, or liquid damage.
9. Any **loss** of a SIM (subscriber identity module) card.
10. Any expense incurred arising from not being able to use the **Electronic Equipment**, or any costs other than the repair or replacement costs of the **Electronic Equipment**.
11. **Accidental Damage, Theft, Loss, Breakdown** or liquid damage to **Accessories** of any kind.
12. Any **Breakdown** arising from the failure of any electrical or computer equipment, software, micro-controller, microchip, **Accessories** or associated equipment to correctly recognize and process any calendar date or time.
13. Reconnection costs or subscription fees of any kind.
14. Costs arising from the replacement of any personalized ring tones, graphics, downloaded material or software.
15. Items purchased from an on-line auction site unless from a VAT registered supplier.
16. Any costs for **loss** or damage to information or data or software contained in or stored on the **Electronic Equipment** whether arising as a result of a claim paid by this insurance or otherwise.
17. Any other costs that arise directly or indirectly from the event which led to **Your** claim unless specifically stated in this policy.
18. Liability of whatsoever nature arising from ownership or use of the **Electronic Equipment**, including any illness or injury resulting from it.
19. Value Added Tax (VAT) where **You** are registered with HM Revenue & Customs for VAT.
20. Claims arising from **Terrorism**, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.
21. Claims arising from damage or destruction caused by, contributed to or arising from (i) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.
22. Claims arising from damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
23. Claims for any **Electronic Equipment** used in connection with **Your** profession or trade.
24. Any direct or indirect consequence of war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **Terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalization, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
25. Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material.
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter **Loss** or damage caused by irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
26. Claims arising from any consequence, howsoever caused, by Computer Viruses, including but not limited to a **Computer Virus** resulting in **Electronic Data** being lost, destroyed, distorted, altered or otherwise corrupted.
27. **We** do not cover **accidental damage** on PC or gaming monitors.

STATEMENT OF DEMANDS AND NEEDS

Smart Sure's Gadget insurance is specifically designed to meet the demands and needs of individuals seeking to protect their gadgets in the UK from **Accidental damage, Theft, Breakdown, Liquid damage, Unauthorized use, Loss (Mobile Phone)**. Smart Sure refrains from offering advice or endorsing the suitability of their insurance policy for any individual. **You** should decide before purchasing whether the terms and conditions of the insurance policy meet **your** demands. Whether **You** are purchasing for the first time or replacing existing coverage, it's crucial to consider **Your** individual circumstances and needs.

PREMIUM

Premium becomes due to be paid by **You** in full prior to **Policy** inception in order for the **Policy** to commence.

Subject to and upon payment of the **Premium**, this **Policy** shall commence. Immediately upon commencement of this **Policy**, the right to receive **Premium** is assigned by **Us** to Smart Sure, in its own right absolutely. This provision is therefore notice to **You** of that assignment.

Payment of **Premium** by **You** is a condition precedent to **Our** liability under the **Policy**. If **Premium** is not paid to Smart Sure when due, **We** shall have no liability under the **Policy** so shall not have to pay any claims.

If any provision of this section is found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this section, which shall remain in full force and effect. In those circumstances, this provision shall be interpreted to the extent possible as being amended to provide for such minimum notice of cancellation as may be allowable.

GENERAL CONDITIONS

1. Cover is limited to one claim per insured peril, per item (Sections A, B, C, D, E and F) during any single **Period of Insurance**.
2. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.
3. This insurance only covers **Electronic Equipment** bought and used in the UK, the Isle of Man and the Channel Islands. Cover includes the use of the **Electronic Equipment** anywhere in the world up to a maximum of 90 days in total, in any single 12 month period. Any repairs or replacements must be carried out in the UK by repairers or retailers approved by **Us**.
4. The **Electronic Equipment** must be less than 18 months old at the **Commencement Date** of the insurance, with valid **Proof of Purchase**. All items must have been purchased as new from a VAT registered company and must be in full working order at the **Commencement Date** of this policy.
5. **You** must provide **Us** with any receipts, **Proof of Purchase** or documents to support **Your** claim that are reasonable for **Us** to request. All **Proof of Purchase** must include the make, model and serial number of the **Electronic Equipment** and must be in **Your** name. If **We** do not receive the documents **We** have requested from **You** or if any documents submitted by **You** are not acceptable to **Us**. It may delay **Your** claim, or **We** may decline to pay **Your** claim, if these documents are not provided upon request.
6. **We** may decide to change the terms and conditions of **Your** policy and or **Your** premium. **We** will give **You** 30 days written notice of any change **We** intend to make. Only changes formally made by **Us** and advised to **You** in writing are accepted as terms under this policy; no other parties have any jurisdiction to change or agree any different terms. In the event of any claim **You** are responsible for the payment of any outstanding premium for that policy **Period of Insurance**.
7. **We** may cancel **Your** policy at any time by giving **You** 30 days' notice in writing. If **We** cancel **Your** policy and **You** have not made any claim and if **You** have paid the annual premium **You** will be entitled to a pro rata refund. This means that a refund will be given for every complete month of the policy remaining from the date 30 days after **You** receive **Our** written notice of cancellation. **You** must take all **Reasonable Precautions** to prevent any **Loss** or damage to **Your Electronic Equipment**.
8. In respect of policies paid by monthly instalments, if the direct debit premium payment is cancelled or unsuccessful at any given point, no benefits under this policy shall be due whatsoever.
9. **We** will process **Your** claim under the terms and conditions of this insurance based on the first reason notified to **Us** for the claim. Please note that it may be necessary for **Us** to contact **Your** Airtime Provider in order to validate **Your** claim.
10. This cover is limited to one replacement per insured item per **Period of Insurance**.
11. Cover for **Your Electronic Equipment** applies to **You** as the person who purchased the policy and **Your Immediate Family**.
12. The benefits of this policy cannot be transferred to someone else or to any other **Electronic Equipment** without **Our** written permission.

HOW TO MAKE A CLAIM

You must:

1. Notify the **Claims Administrator** as soon as possible after any incident likely result in a claim under this insurance:
 Smart Sure First Floor, Building 2, Croxley Park, Watford, WD18 8YA
 Tel: **03333 449 669** or Email: enquiries@smart-sure.com
2. Report the **Theft** or **Loss** of **Your Mobile Phone** within 12 hours of discovery of the **Loss** or the occurrence of the **Theft**, to **Your** airtime provider and instruct them to blacklist **Your** handset.
3. Report the **Theft** or **Loss** of **Your Electronic Equipment** to the police within 24 hours of discovery and obtain a crime reference number in relation to the **Theft** of the item, and a lost property number in relation to the **Loss** of the item.
4. If **We** replace **Your Electronic Equipment** the ownership of the damaged or lost item is transferred to **Us** once **You** have received the **Replacement Item** **We** have supplied. If the **Electronic Equipment** **You** have claimed for is returned or found **You** must notify **Us** and send it to **Us** if **We** ask **You** to.

Before **Your** claim can be approved, **You** must pay the **Excess** – Smart Sure are an insurer's agent and in the matters of a claim act on behalf of the **Insurer**.

CANCELLATION

We hope **You** are happy with the cover this policy provides. However, if **You** decide that for any reason, this Policy does not meet **Your** insurance needs then please return it to **Your Administrator** within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

Thereafter **You** may cancel the insurance cover at any time by informing **Your Administrator** however no refund of premium will be payable.

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

- a) Where **We** reasonably suspect fraud.
- b) Non-payment of premium.
- c) Threatening and abusive behavior.
- d) Non-compliance with policy terms and conditions.
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask.

Where **Our** investigations provide evidence of fraud or a serious non-disclosure, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your** policy being cancelled from the date **You** originally took it out.

If **We** cancel the policy and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover, unless the reason for cancellation is fraud and/or **We** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

CUSTOMER SERVICE/COMPLAINTS

If **You** are dissatisfied with the service, **You** are provided with by Smart Sure in relation to the administration or sale of **Your** policy please contact Smart Sure using the contact details below quoting **Your** policy number.

Post: SMART SURE LTD,
First Floor, Building 2, Croxley Park, Watford, WD18 8YA

Telephone: 03333 449 669

Email: enquiries@smartsure.com

If **You** are dissatisfied with the response **You** receive in relation to **Your** complaint or **Your** complaint is not resolved within 8 weeks, **You** have the right to refer **Your** complaint to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman at:

Post: The Financial Ombudsman Service, Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR

Telephone: 0800 023 4 567 (free for people phoning from a fixed line) or 0300 123 9 123

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

Following this complaints procedure does not affect **Your** right to take legal action.

If **Your** complaint relates to the policy coverage or how a claim has been handled **You** should refer **Your** complaint to City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell using the contact details below, quoting **Your** policy number.

The Compliance Director, City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ.

If **You** are dissatisfied with the response **You** receive in relation to **Your** complaint or **Your** complaint is not resolved within 8 weeks, **You** have the right to refer **Your** complaint to the Channel Islands Financial Ombudsman (CIFO), PO Box114, Jersey, Channel Islands, JE4 9QG.

Telephone: 01534 748610

Email: enquiries@ci-fo.org

Website: www.ci-fo.org

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

APPLICABLE LAWS

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

CONSUMER INSURANCE ACT

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

- a) Supply accurate and complete answers to all the questions **We** or the **Administrator** may ask as part of **Your** application for cover under the policy.
- b) To make sure that all information supplied as part of **Your** application for cover is true and correct.
- c) Tell **Us** of any changes to the answers **You** have given as soon as possible.

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

If **You** become aware that information **You** have given **Us** is inaccurate or has changed, **You** must inform **Us** or the **Administrator** as soon as possible.

FRAUD

You must not act in a fraudulent way. If **You** or anyone acting for **You**:

- Fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy.
- Fails to reveal or hides a fact likely to influence the cover **We** provide.
- Makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false.
- Sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any **loss** or damage **You** caused deliberately or with **Your** knowledge.
- If **Your** claim is in any way dishonest or exaggerated.

We will not pay any benefit under this policy or return any premium to **You** and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

COMPENSATION SCHEME

City and Commercial Limited is covered by the FSCS. **You** may be entitled to compensation from the scheme if **We** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Full details are available from the FSCs at www.fscs.org.uk. It should be noted that City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell is not a member of and therefore is not covered by the FSCS.

DATA PROTECTION ACT 2018

Please read this notice as it explains the purposes for which the **Insurer**, City and Commercial Limited or **We** will use **Your** personal information.

Each of the **Insurer**, City and Commercial Limited and **Us** are data controllers (as defined in the Data Protection Act 2018) of the personal information each of them collects about **You** in connection with this policy.

Your personal information will be used for the following purposes:

- a) For administration of this policy including, but not limited to, underwriting, administration and claims handling.
- b) To communicate with **You** in connection with this policy.
- c) To internal analysis and research.
- d) To comply with legal and regulatory requirements.
- e) To help prevent, detect or deal with crime or fraud.
- f) Sanctions Checking.

Each of the **Insurer**, City and Commercial Limited and **Us** use agents and service providers to collect, hold and process on its behalf **Your** personal information for the purpose set out in this policy. These agents and service providers act on the **Insurer's**, City and Commercial Limited or **Our** instructions (as applicable) and will only use information as the **Insurer**, City and Commercial Limited or **We** tell them to. Smart Sure Insurance may also need to transfer **Your** personal data to third parties in countries outside the European Economic Area in confidence. The **Insurer**, City and Commercial Limited and **We** may disclose **Your** personal information to third parties (including to the police, other government bodies and other insurers) as required by law or if the **Insurer**, City and Commercial Limited or **We** think the disclosure may help to prevent, detect, and deal with crime or fraud. In compliance with the Data Protection Act 2018, **You** have the right to ask for a copy of the information the **Insurer**, City and Commercial Limited or **We** hold about **You**. If You find at any time that any of the information the **Insurer**, City and Commercial Limited or **We** hold about **You** is incorrect then **You** should promptly notify the **Insurer**, City and Commercial Limited or **Us** and the **Insurer**, City and Commercial Limited or **We** (as

appropriate) will correct the inaccuracy. **You** can contact the **Insurer**, City and Commercial Limited or **Us** about privacy issues or comment or complain about the Insurer's, City and Commercial Limited or **Our** privacy practices.

Where **Our** use of **Your** personal information is based upon **Your** consent, **You** have the right to withdraw such consent at any time by contacting **Us**. Further information concerning **Your** rights and **Our** responsibilities can be found within **Our** Privacy Notice published on the website: <https://smartsure.com/privacy-policy/>. Alternatively, **You** can request a printed version by contacting **Us**.

Sanctions

We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any **claim** or the provision of such cover, payment of such **claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

FAIR PROCESSING NOTICE (FPN)

Use of personal information

To provide **Our** services as an **insurer**, City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell will collect and use information about **You** or a beneficiary under the policy (e.g. other identified individuals), such as name, address and contact details. This may also include special categories of personal data and information relating to criminal convictions and offences. The purposes for which **We** use personal data may include: evaluating **Your** insurance application and providing a quotation; providing insurance cover; handling claims; and crime prevention and debt recovery.

More information about **Our** use of personal data is set out in the City & Commercial Insurance Company Privacy Notice which can be found on **Our** website <https://cityandcommercialinsurance.com> alternatively **You** may also request a copy of the Privacy Notice by contacting the Data Protection officer at, City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ. **We** recommend that **You** review this notice.

We may pass personal data, including claims information, to third parties such as intermediaries, other insurers, reinsurers, **loss** adjusters, administration service providers, the police and other law enforcement agencies, fraud and crime prevention and detection agencies (for example certain regulatory bodies who may require personal data themselves for the purposes described in the Privacy Notice). If **You** require details of the third parties **Your** data has been passed to and how this information is used please contact the Data Protection Officer at the address above.

Guernsey is not within the European Economic Area (UK), but has a robust and effective regulatory framework. City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell is required to comply with the UK General Data Protection Regulation (GDPR) when handling the personal data of European Citizens and secondly the Data Protection (Bailiwick of Guernsey) Law, 2017 which provides an equivalent framework for handling the personal data of non-UK citizen.

Use of personal data for which consent is required

In some circumstances, **We** (and other insurance market participants) may need to collect and use special categories of personal data for example information relating to criminal convictions and offences. Where this is required, unless another ground applies, consent to this processing is necessary for **Us** to provide relevant services. Although consent may be withdrawn at any time, this may mean **We** are unable to continue to provide services and/or process enquiries and/or claims and that insurance cover will stop. Where **You** are providing **Us** with personal data about a person other than Yourself, **You** agree to provide this notice to them and confirm that **You** have obtained their consent as outlined here.

GOVERNING LAW

This Policy, and any dispute concerning its interpretation, is governed by the laws of England and Wales and the jurisdiction of the English Courts will apply. **We** will communicate in English.

PRIVACY

We take privacy seriously and have systems in place to ensure the security and accuracy of any personal information **We** collect. All information **You** provide to **Us** is stored on **Our** secure servers. **We** restrict access to **Your** information as appropriate within City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell and other third parties to those who need to know that information for the purposes set out above.



Contact

If you have any questions regarding the terms and conditions, Please contact us

Post

Smart Sure Limited,
First Floor, Building 2,
Croxley Park, Watford,
WD18 8YA

Phone

03333 449 669

Claims

03333 449 247

Email

enquiries@smart-sure.com