



Boiler Breakdown 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
Citibase, 42 – 44 Clarendon Road
Watford, WD17 1JJ

INTRODUCTION

This insurance is arranged by Smart Sure Ltd and is underwritten by City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell. Smart Sure Ltd is an appointed representative of City and Commercial Limited who is authorized and regulated by the Financial Conduct Authority (FCA).

DEFINITIONS

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

Administrator:

Smart Sure Ltd, Citibase, 42 – 44 Clarendon Road, Watford, WD17 1JJ.
Tel. **03333 449 669**

Claims Manager:

means Smart Sure, Citibase, 42 – 44 Clarendon Road, Watford, WD17 1JJ.

Approved engineer/Engineer:

A qualified person approved and instructed by the **helpline** to undertake work.

Assistance:

The reasonable efforts made by the **approved engineer** during a visit to the **home** to complete a repair to limit or prevent damage or if at similar expense, the cost of completing a permanent repair in respect of the cover provided.

Call out:

A request for **Assistance** from **You**.

Claim Limit:

The maximum amount payable by **Us** as stated under each section of cover including **call out** charges, labor, parts, materials and where applicable the cost (including VAT) of alternative accommodation, and subject to prior agreement from **Us**.

Annual Claim Limit:

The maximum aggregate amount payable in one policy period.

Commencement Date:

The start of the policy as shown in the **schedule**.

Deferment Period:

The first 14 days from the **Commencement Date** of **Your** policy.

Helpline:

The telephone number for **You** to report a breakdown of **Your** boiler under this policy.

The number is 03333 449 669.

Home:

Your main permanent place of residence, (including any covered garage and permanent outbuilding), as shown on the **schedule**. It must be owned and occupied by **You** and **Your** family as a private residence with no business use. Rented and let properties, commercial & business premises, mobile homes and bed-sits are not eligible.

Period of Cover:

A period of 12 months from the **Commencement Date**, or where **You** have chosen to pay monthly, a period of one month from the **Commencement Date** upon receipt of **Your** monthly premium.

Schedule:

The document sent to **You** confirming the **Commencement Date**, **Your** details and the **home** which is the subject of cover.

Unoccupied:

Where no one has resided in the **home** for a period exceeding 30 consecutive days.

Waiting Period:

In respect of all sections of the policy, no claim can be made for any incident that occurs within 14 days of the **Commencement Date** of this policy as shown in the **schedule**.

We, Us, Our:

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

Period of Cover means the period during which this policy is in force as shown on **Your** certificate of insurance.

You, Your, Insured:

The person who applied for this insurance and is named on the **schedule** as the policyholder.

COVER

In return for the payment of **Your** premium **We** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **Us** and during the **Period of Cover**.

The Claim Limits, per claim, are as follows:

- Boiler Breakdown Cover Basic and Boiler Breakdown Cover 250 policies, the **Claim Limit** is £250 per claim.
- Boiler Breakdown Cover Essential and Boiler Breakdown Cover 500 policies, the **Claim Limit** is £500 per claim.
- Boiler Breakdown Cover Premium and Boiler Breakdown Cover 1000 policies, the **Claim Limit** is £1000 per claim.

WHAT IS COVERED

In the event of a claim occurring in **Your home**, **We** will:

- a) Advise **You** on what action to take to protect Yourself and **Your home**.
- b) Send one of **our** approved engineers or arrange an appointment for an **approved engineer** to visit **Your home**.
- c) Organize and pay the cost of providing **Assistance** excluding any excess up to the **Claim Limit** per **call out** including VAT subject to the terms and conditions of **Your** policy.
- d) Where a permanent repair is completed under **Your** policy by an **approved engineer**, **We** will guarantee the work completed for 12 months from the date of claim.

WHAT IS NOT COVERED

There are certain conditions and exclusions, which limit **Your** cover, please read them carefully to ensure this policy meets **Your** requirements. **We** do not wish **You** to discover after an incident has occurred that it is not **insured**. To assist **You** in understanding the main limitations of the cover provided, **We** have detailed these under the “Cover provided” section of **Your** policy.

The waiting period – please also note that any incident which occurs in the first 14 days after the policy **Commencement Date** is not covered. However, should **You** require emergency **Assistance** during this period please contact the **Helpline** who will be able to provide cover on a pay on use basis.

STATEMENT OF DEMANDS AND NEEDS

Smart Sure’s Boiler Breakdown cover is specifically designed to meet the demands and needs of individuals seeking to protect their homes or properties in the UK for Boiler repair or replacement costs. In the event of a claim, **We** provide expert advice, dispatch approved engineers, cover **assistance** costs up to the **claim limit**, and guarantee permanent repairs for 12 months. Smart Cover 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.

COVER PROVIDED

This policy provides the protection described in the cover sections below. The benefit under **Your** policy is limited to the **Claim Limit** stated in each section of cover.

When **You** applied for this policy, **You** chose which sections of cover below **You** required cover for. Cover is provided only if **You** selected the cover section and paid the required premium. The sections of cover that apply to **Your** policy are confirmed in **Your schedule**.

The amount **We** will pay in respect of any one claim shall not exceed the **Claim Limit** including **call out** charges, labor and materials. **You** are responsible for paying any excess under the policy or where the cost of repair exceeds the benefit provided under the policy.

Boiler Breakdown Cover

We will assist **You** and pay for the **call out**, labor and parts and materials involved in repairing or rectifying the breakdown of **Your** domestic boiler at **Your home**.

In the event of a breakdown, **We** will undertake to obtain spare parts as quickly as is reasonably possible. In the event it takes more than 60 hours to achieve this from the first point at which **Our approved engineer** visits **You** and diagnoses the requirement, **We** will pay a fixed benefit of £40 toward providing alternative heating.

In the event **Your** domestic boiler is declared beyond economic repair and is under seven years old, **We** will make a maximum contribution of up to 100% of the **Claim Limit** towards replacing it. If the boiler is under ten years old but more than seven years old, **We** will make a maximum contribution of up to 60% of the **Claim Limit** towards replacing it. If the boiler is more than ten years old, **We** will make a contribution of up to 20% of the **Claim Limit** towards replacing it.

We do not cover repairs or replacing as follows:

- a) The cold water system including its feed and outlet.
- b) **Your** water supply from the hot cylinder to **Your** taps.
- c) Any non-gas appliances, Elson tanks, separate gas heaters supplying hot water LPG boilers and dual purpose boilers such as AGA's and Rayburns.
- d) Maintenance or replacement of fan convector heaters or heated towel rails or underfloor heating.
- e) Corrosion or any work arising from hard water scale deposits.
- f) Removal of sludge or hard water scale from the **insured** system.
- g) Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system.
- h) Solar powered panels or ground, air or water source heat pumps.
- i) Repairs when **Our engineer** deems the boiler to be beyond economic repair.
- j) Any boilers aged 15 years or more.

HOW TO MAKE A CLAIM

1. Major emergencies which could result in serious injury to the public or damage to property should be immediately advised to the supply company and/or the public emergency services. The policy does not provide cover for any repairs, damage or other loss resulting from gas leaks which occur outside the boundary of the **home**.
2. Before requesting **Assistance**, **You** should check that the circumstances are covered by **Your** policy. Remember this is not a maintenance policy and does not cover routine maintenance in **Your** Boiler.
3. Where **You** have chosen to pay monthly, call outs will only be considered if **Your** monthly premium has been paid from the **Commencement Date** of this policy, up to and including the month in which the claim occurred and there are no outstanding payment defaults. **At the point of making a claim, the remaining Premium balance, for the year, becomes due.**
4. Telephone the **helpline** as soon as **You** notice the breakdown related to boiler provide details of the **Assistance** required. All requests for **Assistance** must be made through the **helpline**. Do not make any arrangements yourself without prior authorization from the **helpline**. If **You** do, **We** will not reimburse any costs **You** may incur. Calls may be recorded.
5. The **helpline** will appoint an **approved engineer** to attend **Your home**, provided that this is not precluded by adverse weather conditions, health and safety, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway networks and repairs thereto and any other circumstances preventing access to the **home** or otherwise making the provision of **Assistance** impossible.
6. The **helpline** and the **approved engineer** will have reasonable discretion as to when and how work is undertaken this will be based on the details provided by **You** and any risk to the **approved engineer**, **We** may reserve the right to delay when work will be undertaken due to health and safety.
7. The **approved engineer** will charge all costs covered by the insurance directly to **Us**. **You** will be asked to pay the cost of:
 - a) Any excess applicable to the policy.
 - b) **Call out** costs if there is no one at the **home** when the **approved engineer** arrives or the **engineer** is denied reasonable and safe access.
 - c) Work in excess of the **Claim Limit**.
 - d) Fitting replacement parts or components of a superior specification to the original at **Your** request.

PAY ON USE

Should an emergency or a breakdown arise that is not included under **Your** policy, Insurers can arrange for an **approved engineer** to attend **Your home** but **You** will be responsible for all costs involved. The use of this service does not constitute a claim under **Your** policy.

REPLACEMENT OF PARTS OR COMPONENTS

We reserve the right to use non-genuine replacement parts supplied from third parties in addition to those parts that may be sourced from the manufacturer or their approved suppliers. We are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any spares. When replacement parts are received, We will contact You to arrange a suitable time slot for the **engineer** to attend. You should make sure that the **engineer** can get reasonable access to carry out the repair.

GENERAL EXCLUSIONS

We shall not be liable for costs arising from or in connection with:

1. Any incident within the **deferment period** after the **Commencement Date** of Your policy.
2. Circumstances known to You prior to the **Commencement Date** of Your policy or incidents which occur within the **waiting period**.
3. Claims arising after the **home** has been left **unoccupied**.
4. Any willful or negligent act or omission by You or any third party.
5. General maintenance work or any system that has not been regularly maintained.
6. Loss of or damage arising out of disconnection from or interruption to the public supply of gas or water or electricity to **Your home**.
7. We will not cover any boiler that has an output more than 60kW/hr.
8. Any parts or item that may need to be replaced because of natural wear and tear.
9. Any design defect or any repair that is rendered, in **our** opinion, either difficult or impossible due to problems with the access needed to facilitate the repair.
10. Any loss howsoever arising unless it is specifically stated as being covered by the policy, including but not limited to, delays in sourcing spare parts by **Us**.
11. Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration.
12. Replacement of bespoke or designer radiators or towel rails.
13. Any boiler or system that has not been serviced in line with manufacturer's recommendations.
14. Improvements including work that is needed to bring the **insured** system up to current standards.
15. Homes situated outside the United Kingdom and the Isle of Man.
16. Claims directly or indirectly occasioned by, happening through or in consequence of pollution or contamination of any kind whatsoever.
17. Any damage caused by the **approved engineer** in gaining access to:
 - a) The **home** due to the failure of the locks.
 - b) An appliance or any equipment from its operational position in order to affect a repair.
 - c) Drains or supply pipes laid under pathways, drives, patios or decked areas.
18. Any system(s) not installed properly or in line with manufacturers guidelines.
19. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war

be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalization, requisition, destruction of or damage to property by or under the order of any government, local or public authority, industrial dispute, natural disaster, fire, flood, drought, major adverse weather conditions, levels of water in rivers and Acts of God.

20. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
21. Any direct or indirect consequence of:
 - a) Irradiation, or contamination by nuclear material.
 - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
 - c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
22. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorized instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

We will not provide services under this Policy if We are prevented from doing so as a result of an unusual or unforeseeable event or circumstance beyond Our reasonable control ('Force Majeure'). This would include, but is not limited to, war, threat of war, riot, civil disturbance or strife, terrorist activity (actual or threatened), industrial dispute, natural or nuclear disaster, fire, flood, drought, major adverse Weather conditions, levels of water in rivers and Acts of God. We will not provide services under this Policy where Your claim arises from or is related to or is associated with an actual or likely epidemic or pandemic or the threat of an epidemic or pandemic.

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.

CONDITIONS

1. The rights given under this policy cannot be transferred to anyone else.
2. **You** must give reasonable access to enable appropriate treatments to be carried out and follow advice from the **approved engineer** and / or the **helpline** in removing furniture if this is deemed necessary.
3. To improve the quality of the service provided, all calls to the **helpline** may be recorded.
4. **You** must take reasonable care and maintain the **home** and its equipment in good order and take all reasonable precautions to prevent loss or damage.
5. **We** may take proceedings in **Your** name at **Our** expense to recover any sums paid under this insurance from a third party should the claim be as a result of an incorrect or failed previous repair.
6. **We** may advise **You** of remedial work that **You** need to carry out in order to bring **Your** system up to a suitable standard or to prevent further incidents. This work will be **Your** own cost but **We** may be able to arrange through **Our** network.

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.

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.

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.

HOW TO CANCEL YOUR POLICY

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.
- f) **You** do not or are not willing to co-operate in the event of a claim.

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, failure to co-operate and/or **We** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

OUR RIGHT TO CHANGE THE COVER OR PRICE

You will receive at least 28 days written notice if **We** decide or need to change **Your** policy cover or the price of **Your** insurance for any of the following reasons:

1. To make minor changes to **Your** policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand.
2. To reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting the insurer or **Your** policy.
3. To reflect changes to taxation applicable to **Your** policy (including but not limited to insurance premium tax).
4. To reflect increases or reductions in the cost (or projected cost) of providing **Your** cover, including but not limited to cost increases or reductions caused by changes to the number, cost or timing of claims which **We**, as part of **Our** pricing policy, have assumed or projected will be made under this insurance product.
5. To cover the cost of any changes to the cover / benefits provided under this insurance including but not limited to the removal of one or more policy exclusion(s).
6. To cover the cost of changes to the systems, services or technology in support of this insurance product.

We may make changes immediately and advise **You** within 28 days of the change having been made if the change is favorable to **You**.

COMPLAINTS

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

Post: Smart Sure Ltd, Citibase, 42 - 44 Clarendon Road, Watford, WD17 1JJ.

Telephone: **03333 449 669**

Email: enquiries@smart-sure.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:

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 Box: 114, Jersey, Channel Islands, JE4 9QG.

Telephone: 01534748610

Email: enquiries@ci-fo.org

Website: www.ci-fo.org

CLAIMS

Please contact:

Post: Smart Sure Ltd, Citibase, 42 – 44 Clarendon Road, Watford, WD17 1JJ.

Phone: **03333 449 669**

Claims: **03333 449 669**

Email: enquiries@smart-sure.com

Opening

Times: Monday to Friday 10 am to 7pm

Saturday 10 am to 4pm

Closed on Sundays and Major public holidays

GENERAL INFORMATION

Insurer Information

This policy is underwritten by City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell, a company licensed and regulated in Guernsey by the Guernsey Financial Services Commission (GFSC), reference number: 54692 City & Commercial Insurance Company (PCC) Limited re Smart Cover Insurance Cell was established in 1993 and is authorized to carry out general insurance business. City & Commercial Insurance Company (PCC) limited re Smart Cover Insurance Cell is based at 3rd floor, One Cornet Street, St. Peter Port, Guernsey, GY1 1BZ.

Policy Administrator

This policy is administered by Smart Sure Ltd– Company number 07761666, an appointed representative of City and Commercial Limited, Financial Conduct Authority (FCA) Number: 314346. This information can be checked by visiting the FCA's website. City and Commercial Limited is registered in England: Company

number: 2814889. City and Commercial Limited, Ashley Court, 32 Main Street, Ashley, Market Harborough, LE16 8HF. Tel: 03333 449 119.

The Financial Services Compensation Scheme (FSCS)

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 is not a member of and therefore is not covered by the FSCS.

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

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.

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**.

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 (PCC) Limited re Smart Cover Insurance Cell 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

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Claims

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