



# Appliance 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](mailto:enquiries@smart-sure.com)



**Post**  
Smart Sure Limited  
Citibase, 42 – 44 Clarendon Road  
Watford, WD17 1JJ

## INTRODUCTION

This Insurance Policy has been arranged for you and is administered by Smart Sure, whose offices are situated at Citibase, 42 – 44 Clarendon Road, Watford, WD17 1JJ. Smart Sure is an Appointed Representative of City and Commercial Limited which is authorized and regulated by the UK Financial Conduct Authority under FRN: 314346. Any questions, **Claims** or complaints regarding this **Policy** should initially be sent to Smart Sure.

## DEFINITIONS

The below phrases have the same meaning throughout this document:

### **Accidental Damage:**

Means physical damage as a result of a sudden and unforeseen cause which stops the **Equipment** working, as per manufacturer's specification.

### **Administrator, Our, We or Us:**

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

### **American Style Fridge Freezer:**

Means a Fridge Freezer which is wider than the standard 60cm kitchen unit width and has 2 doors or more or any retro style Freezer.

### **Authorised Engineer:**

Means an industry expert who is qualified to repair faults on specified **Equipment** and is authorised by **Us**, after which the expert is capable of providing VAT invoices.

### **Beyond Economic Repair (BER):**

The **Approved Engineer** may deem an **item** “**Beyond Economic Repair**” or “BER” if, in their expert opinion, the cost of repair exceeds 70% of the cost of the **Insured item**'s value. In addition, an **item** may be deemed BER if the required parts to fix the **Item** are obsolete or otherwise not available to the **Approved Engineer**, or if in the opinion of the **Approved Engineer** the **item** cannot be repaired either on safety grounds or otherwise. All decisions whether to declare an **item** BER remain that of **Us**, in accordance with the expert opinion of the **Approved Engineer**.

### **Breakdown:**

Means mechanical or electrical fault which stops the **Equipment** from working properly, as per manufacturer's specification.

### **Certificate of Insurance:**

Means the document which is issued by **Us** as evidence of **Cover** and forms part of this **Policy**.

**Claim:**

A **Claim** is a request made by **You** to **Us** for financial assistance for damage or loss **Covered** by this **Policy**. In the context of Appliance Insurance, a **Claim** application can be made if the **Insured Item** has been damaged or has stopped working due to a covered event, such as a fault or an accident. Please see sections regarding What Is covered and What is Not covered below for more detail.

**Claims Administrator:**

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

**Claim Limit:**

The maximum amount payable by us as stated on **Your Policy Schedule**. This includes the cost of **Call Out** charges, cost of labour, cost of parts, cost of materials, and where applicable the cost (including VAT) of alternative accommodation, and subject to prior agreement from **Us**.

**Equipment, Item:**

Means **Your** Equipment as shown on **Your Certificate of Insurance**.

**Insurer:**

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

**Period of Cover:**

Means the period during which this **Policy** is in force as shown on **Your Certificate of Insurance**.

**Premium:**

Means the monies **You** have agreed to pay for this **Policy** as shown on **Your Certificate of Insurance**.

**Relocation:**

Includes repositioning within or movements outside of **Your** registered property.

**Start Date:**

Means the date this **Policy** commences as shown on **Your Certificate of Insurance**.

**Verification:**

Where requested, means the provision of proof, for example photographs and proof of purchase, to confirm that the **Insured item** is undamaged and functional at the time that the application is made through any channel.

**You, Your, Policy Holder or Insured:**

Means the party set out on **Your Certificate of Insurance** who is entitled to **Cover** under this **Policy**.

### Range Cooker:

Means a free-standing Cooker which is wider than the standard 60cm kitchen unit width and may have multiple doors or any retro style Cooker of this nature.

### Replacement:

Any replacement **item** provided will be (at our discretion) one of the following: new, remanufactured or refurbished. All replacements will be of the same or similar technical specification as **Your original Item**. **We** cannot guarantee that a replacement will be the same make, model, or colour as **Your original Item** as this is based on availability. Any remanufactured or **refurbished replacement** will be of at least Grade A quality and can continue to be **Insured by Us**.

### Remanufactured Replacements:

A manufactured **item** is one which has been rebuilt to the same or similar specification of the original **Item** using a combination of reused, repaired and new parts.

### Refurbished Replacements:

A refurbished **item** is one which maybe either used or unused or it may be a defective **item** that was returned under warranty, repaired and retested for functionality by the original manufacturer, and then resold.

### Wear and Tear:

is defined as the expected natural life of components used in **Your Item**. Breakages or failures after the expected natural life of the components would not be covered by this insurance. If, in the expert opinion of the **Approved Engineer** they feel the reported issue with **Your Item** is due to natural **Wear and Tear** beyond the natural life of the **Item**, the **Claim** may be referred to **Us** for further guidance.

## PERIOD OF COVER

**Your Policy** is for one year from the **Start Date** shown on **Your Certificate of Insurance**, unless otherwise stated. If **You** choose to pay **Your Premium** by Monthly or Quarterly instalments, payments must be kept up to date to ensure continuing **Cover**.

## WHAT IS INSURED

Regardless of the warranty status of **Your Equipment**, **You** are able to make a **Claim** under this Policy for losses up to the maximum **Claim Limit** of £500 per **Claim** (this includes the cost of **Call Out** fees, cost of repairs, cost of replacements and VAT). If an **item** requires replacing, we will contribute up to the declared value of **Your Item** towards the **Replacement**, bearing in mind the maximum **Claim Limit** explained above, subject to the below exclusions and limitations.

This Insurance Policy does not have a cash value. **We** will adjust, replace, or repair the **Equipment** during the **Period of Cover** in case **Your Equipment** suffers any **Accidental Damage\*** or **Breakdown**, during the

**Period of Cover.** Please note, there is no limit on the number of Claims You could make under this Policy.  
**\*Note: Accidental Damage to TVs will be Covered only if it is mentioned on the Certificate of Insurance.**

We validate all policies to ensure that all Our customers have and receive the appropriate levels of protection. To do this, We may request evidence proving that the Item is in full working order. If We have requested this and do not receive it prior to a Claim being made, We may consider the fault, or damage, to have been pre-existing and reject the Claim.

You are obliged to inform us of any material fact that affects the risks we insure. If you are in any doubt whether a fact is material, you should disclose it.

## HOW TO MAKE A CLAIM UNDER THIS POLICY

If You experience any issues with Your Equipment during the Period of Cover, You should initially call Our Helpline on 03333 449 669. You may also contact Us via e-mail on [enquiries@smart-sure.com](mailto:enquiries@smart-sure.com) or via Our website [www.smart-sure.com](http://www.smart-sure.com) Our Helpline is open 6 days a week, 9am to 6pm Monday to Friday and 10am to 4pm Saturday excluding UK public holidays. In order to deal with Your Claim fairly and promptly, We may require You to complete and return a Claim form which will be provided.

The consideration of Your Claim maybe delayed pending receipt of the requested information. Please note, You can only make a Claim under this Policy if all due Premiums are paid and the date on which You are making the Claim falls between the Start Date and End date of Your Policy. At the point of making a Claim, the remaining Premium balance, for the year, becomes due. In certain cases, We may request for further evidence to support Your Claim. This may include but not limited to proof of ownership, identity, and residence as well as photographic evidence to investigate the damage.

## TECHNICAL SUPPORT

Initially, We will try to resolve the issues You are having with Your Equipment through Our Helpline. Our trained technical support team will be able to run basic diagnostics to try to have Your Item up and running straight away. If We are unable to resolve the matter over the phone, We will send an Engineer to You to repair Your Equipment. You must always use Our Approved Engineer. When We are unable to provide an Engineer, We may agree for You to arrange an Engineer to repair the fault. In such unlikely cases, You will need to pay for the repair which We will reimburse You within 5-10 working days from the date We receive and validate the invoice. Please note, in such cases, prior to any work being undertaken by Your Engineer, they must contact Our technical Helpline for authorisation. **Without this, the invoice will not be accepted.** Engineers arranged by Us are generally available for Call Outs, subject to availability and by pre-arranged appointment, 9am to 6pm Monday to Friday, excluding UK public holidays.

Where an Engineer is sent to repair Your Equipment, You will be liable to pay for the reasonable Call Out costs where no fault is found with Your Equipment, or the identified fault is one that is not covered under the insurance Policy. If the Engineer is denied reasonable and safe access to Your property or the Item concerned, You will be liable for all the Call Out costs.

If **Your Equipment** cannot be repaired, **We** will source **You** a **Replacement Item**. In the unlikely event where **We** cannot replace **Your Equipment**, **We** will provide **You** with a voucher or cheque which **You** will be able to redeem. **Where We replace Your product, it will remain Your responsibility to install the replacement Item and dispose of the old Equipment.**

## **POLICY LIMITS**

### **Maximum Coverage**

Subject to the terms below, **You** are able to make a **Claim** under this Policy for losses up to the declared value of the **Item** or the maximum **Claim Limit**, whichever is lower.

### **During the first 45 days of Your Policy,**

**Please note:** For any event within the first 45 days of the **Policy** which results in a **Claim** will be subject to a £250 excess fee.

### **After the first 45 days of Your Policy,**

**Please note:** After the first 45 days of the **Policy**, for any event which results in a **Claim** there is no excess charge payable for Items under 6 years old. Items over 6 years old will be subject to a £40 excess fee for each **Claim**.

**For Satellite policies only:** The standard **Claim** excess fees are not applicable. However, if **You** make a **Claim** within the first 21 days of **Your Policy**, depending on the fault, there may be an excess charge of £60. **We** will notify **You** in advance if this is the case.

**American Style Fridge Freezer or Range Cooker policies only:** For any event within the first six months of the Policy which results in a **Claim** a £250 excess fee will apply.

In addition to the excesses noted above, the following will apply:

**Items under 6 years old at Policy Inception** – If the **item** is unrepairable, **We** will provide **You** with a **Replacement** up to the value of **Your** existing **Item**, or **Your** remaining **Claim Limit** (after the cost of any **Call Out** Charges, Parts, Labour and VAT has been deducted), whichever is lower.

**For items 6-10 years old at Policy Inception** – If the **item** is unrepairable, **We** will contribute towards a **Replacement** up to 50% of the value of **Your** existing **Item**, or **Your** remaining **Claim Limit** (after the cost of any **Call Out** Charges, Parts, Labour and VAT has been deducted), whichever is lower.

**For items 10 years and over old at Policy Inception** – **We** will attempt to repair **Your Item**, however if the **Item** is unrepairable, there is no contribution towards a **Replacement**, however we can assist **You** in sourcing one at **Your** own cost.

If **You** are unable to provide evidence of date of purchase (such as receipt, invoice, etc) and it cannot be established how old **Your Item** is, if the **item** is unrepairable, there is no contribution towards a **Replacement**, however **We** can assist **You** in sourcing one at **Your** own cost

## PAYMENT OF PREMIUM

**Premium** will be collected by a Card Payment or Direct Debit and will show as Smart Sure on **Your** Bank statement. Should **Your** regular **Premium** payment fail, **We** will re-attempt to process it immediately thereafter. In case **Your Premium** payment fails again, **We** will notify **You** in writing of the further failed payment and what **You** need to do to bring **Your** payments up to date.

Please note that failed payments may incur bank charges. Please note, **You** can only make a **Claim** under this Policy if all due Premiums are paid.

## WHAT IS NOT INSURED

The following are excluded from the **Cover Provided** under this Policy:

1. If not mentioned on the **Certificate of Insurance**, **Accidental Damage** to TV's.
2. Repairs or replacements where such faults are **Covered** under any other Insurance Policy (enforced or not).
3. Where the **Equipment** has been recalled by the manufacturer.
4. Faults which are due to a generic manufacturing defect.
5. Faults which arise from **Your Equipment** being modified in a manner which is not authorised by the manufacturer (including, but not limited to, any upgrade or the addition of non-approved accessories).
6. Faults resulting from **You** failing to follow the operating instructions of **Your Equipment**.
7. Any **Claim** where **You** use the **Equipment** for a non-domestic purpose or in a commercial environment unless it is permitted on **Your Certificate of Insurance**.
8. Any fault or damage which has been caused, directly or indirectly, by faults with the domestic supply of electricity or gas or water.
9. Any fault or damage caused by any theft, attempted theft, malicious damage, or damage caused by fire or explosion.
10. Repairs for faults relating to a reduction in image retention on LCD, LED, plasma, or projection TV screens; pixilation, gas discharge, re-gassing or image burn on any surface or screen. Pixilation means the failure of a Liquid Crystal Screen (LCD), Light-Emitting Diode screen (LED) or Plasma screen pixel to react to the signal applied to it.
11. Faults or damage resulting from a software virus, the configuration of user settings, the backing up or recovery of data, the loss, corruption or damage of or to data or the operating system of the **Equipment**.
12. Damages or **Breakdown** of the **Equipment** which was caused or contributed to by un-authorised third party or Engineer.
13. **Relocation** or upgrade of any Items (software or physical) and damages arising thereof (unless approved and authorised by **Us** or is done in line with the manufacturer's specification). Prior to moving **Your Insured Item** do ensure that **You** receive written confirmation, from **Us**, so that **We** can confirm coverage for the **Relocation**.



14. Pre-owned or second-hand Items will not be covered unless they have been bought from one of **Our** approved suppliers.
15. Any direct or in direct cost resulting from alterations required to install integrated appliances.
16. Faults or damage arising from sludge or hard water scale deposits.
17. Faults or damage arising from the build-up of debris, e.g. dust or lint.

**The Policy does not Cover the following:**

1. Routine maintenance, cleaning, and servicing.
2. Rust or Corrosion or **Wear and Tear** and faults or damage resulting therefrom.
3. Rust or Corrosion damage to the mini-dish and the LNB for Satellite Policies.
4. Work which **You** require to take place outside of **Our** Engineer's normal working hours.
5. **Equipment** which has to be repaired outside of the United Kingdom.
6. Any costs which are incurred because of not being able to use **Your Equipment**.
7. Any damage to property or personal injury.
8. Any costs which do not result from the event giving rise to a **Claim**.
9. **We** will not reimburse direct or indirect costs associated with **Replacements** that **We** have not authorised.
10. The **replacement** of any **Item** which is intended to be replaceable such as fuses and batteries.
11. Cosmetic damage which does not affect the use of **Your Equipment**.
12. **Equipment** or connected cables which has not been installed properly or is not a standard installation.
13. **Equipment** which was not working in accordance with the manufacturer's specification before the Policy was taken out, including pre-existing fault.
14. Costs of rearranging missed appointments with couriers or Engineers.
15. Any repairs not carried out by one of **Our Approved Engineers** and repairs or attempted repairs which **We** have not authorised.
16. Loss or damage to interactive or viewing cards for Satellite Policies.
17. Delivery or installation of **Replacement** Items or removal of the **Item(s)** to be replaced.
18. Any faults or damage occurred prior to the **Start Date** of the Policy.
19. Loss of programs or recordings saved to the hard drive of **Your Equipment**.
20. For Satellite Policies: components of an integrated Digital Television.
21. Faults in the Broadband connection.
22. Breakages to integrated water dispensers or icemakers (plumbed or non-plumbed) where the breakage does not affect the normal working condition of the appliance.
23. Breakages to salad drawers or shelving of a refrigerator, freezer or fridge-freezer which does not affect the integrity or normal working condition of the appliance.
24. **Accidental damage** to display screens which does not affect the normal working of the appliance.
25. Damaged appliances caused by or likely to be caused by pests (rodents, insects, etc) in the opinion of **Our Authorised Engineer**.



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.

## STATEMENT OF DEMANDS AND NEEDS

Smart Sure Appliance Insurance is specifically designed to meet the demands and needs of individuals seeking to protect their appliances in the UK from mechanical and electrical faults, as well as **Accidental Damage** (excluding TVs). 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.

## CHANGES THAT YOU NEED TO INFORM US ABOUT

**You** will need to notify **Us** via telephone, email or in writing when the following occurs:

1. 14 Days prior to a change of address.
2. Any change to **Your** circumstances or the use of **Your Insured Item**.
3. If **You** choose to dispose the **Insured Item**.
4. Prior to the **Relocation** of the **Insured Item**.
5. Change of ownership of the **Insured Item**.
6. Any modifications or upgrades to **Your Insured Item**.

## 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.

## **RENEWAL**

**We** will contact **You** at least 21 days before this Policy is due for Renewal to notify **You** that this Policy will automatically renew unless **We** are informed otherwise. Unless **You** ask **Us** not to renew **Your** Policy, **We** will collect a payment for the Renewal Premium, as detailed in the Renewal correspondence **We** send **You**. For Monthly and Quarterly paid policies, once Your Policy renews Your payments will continue to be taken at the same frequency as previously agreed and **Your** insurance contract remains in force until **We** receive Your Cancellation request.

## **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.

## **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.

## CANCELLING THIS INSURANCE 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.

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 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** or **We** are entitled to keep the Premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

## 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.

## **COMPLAINT PROCEDURE**

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

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

**Telephone:** 03333 449 669

**Email:** [enquiries@smart-sure.com](mailto: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 4567 (free for people phoning from a fixed line) or 0300 123 9 123

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto: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, 3<sup>rd</sup> 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:** 01534 748610

**Email:** [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)

**Website:** [www.ci-fo.org](http://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.

## 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](http://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**.

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://smart-sure.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, 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 or process enquiries 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.

## ALTERATION AND ASSIGNMENT

**You** are not permitted to assign to another person(s) or change in any way the rights under this Policy without the written consent of the **Insurer** or its agent, acting on its behalf.

## EXCLUSION OF THIRD-PARTY RIGHTS

Nothing in this Policy is intended to confer a directly enforceable benefit on any other party and therefore the provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply.

## 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

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

### Post

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

### Phone

03333 449 669

### Claims

03333 449 247

### Email

[enquiries@smart-sure.com](mailto:enquiries@smart-sure.com)