



Policy Wording for Private Car and Small Commercial Vehicle

INTRODUCTION

Thank **you** for choosing Driver Smart. Drive Smart is a trading name of Sabre Insurance Company Limited and all reference to Sabre Insurance Company Limited in this **policy** shall mean Drive Smart. This **policy** wording gives full details of **your** cover and forms part of the overall **policy** along with **your proposal form** or **statement of insurance**, **Certificate of Motor Insurance** and **schedule**. Please keep all documents safe.

IMPORTANT CHANGES

This is a legally binding contract of **indemnity** between **you** and **us**. Under the terms of the Consumer Insurance (Disclosure and Representations) Act 2012, it is **your** responsibility to take reasonable care to supply complete and accurate information when **you** take out **your policy**, throughout the life of **your policy** and when **you** renew **your policy**.

You should always keep **us** informed of any changes that may affect **your** insurance. Examples of changes that may affect **your** cover are: Accidents (fault of non-fault), thefts (of or from the **vehicle**), convictions (motoring or criminal), disqualifications, change of address or where the **vehicle** is kept, health matters, change of **vehicle**, change of use of the **vehicle**, change of occupation (full or part time), change of drivers, change to the annual mileage, change to the type of driving licence, any **vehicle** modifications (cosmetic or performance enhancing). **You** should also notify **us** immediately in the event that any provisional licence holder covered under the **policy** qualifies as a full licence holder during the period of cover, as this is likely to affect the premium payable. Failure to notify **us** will mean that the **policy** may not operate to protect **you**. This is not an exhaustive list so if **you** are in any doubt about whether or not facts may need to be considered **you** should disclose them. **We** reserve the right to decline any proposal or apply special terms.

You understand that any information declared on the **proposal form** or **statement of insurance**, and any incident **you** may give details of, will be recorded on various industry databases so that the information is available to other insurers. **We** wish to make **you** aware that, in response to any searches **we** may make in connection with this application, or any incident **you** have given details of, information may be received from those databases from other insurers about other incidents involving anyone insured to drive the **vehicle** covered under this **policy**.

Failure to answer all questions on the **proposal form** or **statement of insurance** correctly or to notify **us** immediately of any changes to the information provided means that the **policy** may not operate to protect **you**.

Named as the **policyholder** in the **schedule** **you** have, by a **proposal form** or **statement of insurance** (which shall incorporate all relevant information provided) and declaration, entered into a contract of insurance with **us**. **You** have paid or agree to pay the premium for the period stated in the **schedule**. **We** agree to provide insurance on the basis outlined in this document and the accompanying **schedule** subject to the terms, conditions and exceptions under the **policy**.

CHOICE OF LAW

This contract shall be subject to the law of England and Wales unless **you** are a resident of Scotland, Northern Ireland or the Isle of Man, in which case the law of the country will apply. Any reference to European Law or Regulation will include any equivalent and/or subsequent UK Law or Regulation.

Signed for and on behalf of: SABRE INSURANCE COMPANY LTD (**Authorised Insurer**)

Chief Executive Officer (Authorised Signatory)

CLAIM NOTIFICATION

To ensure that **you** receive the best possible service **we** ask **you** to report all accidents, thefts or other losses using the **24hr Claims Helpline** as soon as is reasonably possible and, in any event, within 48 hours of the accident or loss occurring. When doing so **you** will be advised of the service **we** can provide and what steps **you** need to take to gain maximum benefit from **your policy**.

24hr Claims Helpline: 0330 024 8055

Calling from abroad: +44 1306 747515

Email: claims@drivesmartinsurance.co.uk

Website: <http://drivesmartinsurance.co.uk/claims/make-a-claim>

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DEFINITIONS

Agent – An **agent** is a person or independent company instructed by us to act on our behalf.

Approved repairer - A facility approved by **us** for the repair, damage assessment and/or storage of **your vehicle**.

Certificate of Motor Insurance – Evidence that the **vehicle** is insured as required by **Road Traffic Law**.

Courtesy car – A small **vehicle** provided by an **approved repairer** for use while **your own vehicle** is being repaired.

Endorsement - An alteration to the terms of the **policy**. Where applicable this is shown in **your schedule** and set out in the section of the **policy** wording headed **ENDORSEMENTS**.

Excess - The first amount of any claim for loss of or damage to **your vehicle** which **you** must pay. This includes any compulsory, voluntary and young driver **excess** which may also apply as shown in the young driver **excess** table.

Great Britain - United Kingdom of **Great Britain**, Northern Ireland and the Isle of Man.

Hazardous Goods - The term **hazardous goods** means those referred to in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR).

Indemnity - Legal principle to ensure **you** are placed as near as possible in the same position after a loss, as **you** occupied immediately before the loss, by providing compensation for **your** losses and liabilities.

Loss of any limb – Severance at or above the wrist or ankle, or the total and irrecoverable loss of use of a hand, arm, foot or leg.

No Claim Discount (NCD) – is a count of the number of years in which **you** have not made a claim on **your vehicle** insurance **policy**. The more years of **No Claim Discount** **you** acquire, the more significant the discount is on **your** premium.

Period of Insurance - The duration of this **policy** as shown in the **schedule** and **Certificate of Motor Insurance**.

Policy – The contract of insurance between **us**, the **insurer** and **you**, the **policyholder**.

Policyholder – The person or company in whose name the insurance **policy** is held.

Proposal form/ statement of insurance – The form containing the information **you** have disclosed and declared as accurate for the purposes of entering into this insurance contract.

Road Traffic Law - The law which governs the driving or use of any **vehicle** within the United Kingdom including the Road Traffic Act 1988, all related and subsequent legislation and the requirement to maintain membership of the Motor Insurers Bureau and abide by the Articles of Association.

Schedule - The **schedule** should be read in conjunction with the **policy**. It provides details of **you**, **us**, the **vehicle**, cover, **endorsements**, premium and **excesses** where applicable.

Spouse/Civil Partner - **Your** legally married partner.

Telematics and Telematics Dashboard (where applicable) - Electronic equipment professionally fitted to **your vehicle** or an enabled smartphone app which records and transmits **vehicle** data to **us**. **Your** personal online login area which displays information based on **your** driving behaviour and includes **your statement of insurance** along with other important documents.

Trailer - Any **trailer** or caravan (other than a disabled mechanically propelled **vehicle**) that is attached to the **insured vehicle**.

Vehicle/car/van – A mechanically propelled **vehicle** as defined in Section 185 of the RTA which does not exceed 3000kg if designed solely for the carriage of passengers and their effects or if constructed or adapted for use for the conveyance of goods, **excluding vans** or commercial **vehicles** exceeding 3000 kg, invalid carriages, motor cycles, tractors and **trailers**.

We/us/our/insurer – Sabre Insurance Company Limited trading as Drive Smart

You/Your - The person or company shown as the **policyholder** in the **schedule**.

Your vehicle/insured vehicle – The **vehicle** shown on the **proposal form**, **statement of insurance**, **Certificate of Motor Insurance** and **schedule**. Permanently fitted accessories (excluding in-**vehicle** entertainment, communication or navigation equipment) are included in this definition.

LEVEL OF COVER

Comprehensive Cover – Sections A, B, C, D, E, G, H

Third Party, Fire & Theft Cover – Sections B, C, D, E, G, H

Third Party Only Cover – Sections C, D, E, G, H

Section F (**Telematics**) may also apply if stated in **your schedule**

SECTION A – LOSS OF OR DAMAGE TO THE INSURED VEHICLE

This section only applies if cover shown on the **schedule** is Comprehensive.

What we cover

We will indemnify **you** against loss of, or damage to, **your vehicle** caused accidentally or as a result of a malicious act or vandalism. In the event of a claim **you** will be required to pay the **excess** shown on **your schedule** plus any young driver **excess** that may also apply if the **vehicle** is or was last in the custody or control of an insured person who is aged between 17 and 24. Young driver **excesses** are charged according to age and **vehicle** value per the table below:

Vehicle Value				
Driver Age	£101 to £200	£201 to £300	£301 to £500	Above £501
17 -24 inclusive	£50	£100	£150	£200

Under this section **we** will:

- arrange and pay for the recovery and protection of **your vehicle** and remove it to a place of safe storage if **you** contact the claims helpline. Should **you** choose to arrange **your** own recovery then **we** will pay the reasonable costs towards this service.
- have the option to settle the claim by repair or replacement of **your vehicle** or paying in cash the amount of the loss or damage. The maximum amount payable will be the market value or declared value, whichever is the lower.
- pay the reasonable costs of moving **your vehicle** to the nearest repairer and returning it after repair to **your** address in **Great Britain**

If **your vehicle** is the subject of a hire purchase or leasing agreement and **we** decide to pay in cash the amount of the loss or damage, payment will be made to the legal owner whose receipt shall constitute a full discharge. **You** will remain liable to the legal owner for any amount that **you** owe under the terms of any agreement that exceeds the payment due under the terms of the **policy**. If the payment due under the terms of the **policy** exceeds the amount owed to the hire purchase or leasing company, the balance will be paid to **you** directly.

We may use warranted replacement parts, which are not supplied by the manufacturer of **your vehicle**. **We** guarantee all repairs carried out by **our approved repairers** for 5 years.

Replacement Vehicle Option

We will pay the cost of replacing **your vehicle** with a new **vehicle** of the same make, model and specification, if **your vehicle** has been owned only by **you** since the date of its first registration as new, and within twelve months of such date is:

- stolen and not recovered or
- damaged to the extent that the cost of repairs exceed 59% of the manufacturer's current retail price (including **Vehicle** Tax and VAT).

This provision only applies where the **vehicle** has a recorded mileage no greater than 10,000 miles at the time of loss or damage. In the event of settlement under this provision the original **vehicle** will become **our** property. If a replacement **vehicle** of the same make, model and specification is not available, **we** will, where possible, offer to provide a similar **vehicle** of identical list price. If this is not acceptable to **you**, **we** will not pay more than the market value of the **vehicle** at the time of the loss. The replacement **vehicle** option is not available where the **insured vehicle** is a **van**, commercial **vehicle** or **taxi**.

In-vehicle entertainment equipment and satellite navigation systems

We will cover the complete cost of replacing in-**vehicle** entertainment and satellite navigation systems if they were factory or main dealer fitted and were in the **vehicle** at the time of first registration.

Courtesy car – (Comprehensive policies only excluding vans)

We guarantee a **courtesy car** will be provided for the duration of **your** repair once the claim has been accepted and **your vehicle** is confirmed as repairable by **our approved repairer**. In the event that **your vehicle** is a total loss there is no entitlement to a **courtesy car**.

The benefit is designed to keep **you** mobile and minimise any inconvenience following an accident. The **courtesy car** will not be an exact replacement for the type of **vehicle you** have on cover, typically it will be a small **car** with manual transmission. There may be a delay in providing a **courtesy car** if an accident occurs over a weekend or bank holiday, if **your vehicle** might be a total loss and is awaiting assessment, or following an extreme weather event.

We do not provide **courtesy cars** outside **Great Britain** and **you** are not permitted to take any **courtesy car** provided out of these geographical areas.

Personal accident insurance

If **you**, or **your** legally married **spouse** or **civil partner**, sustain any injury whilst driving or travelling as a passenger in the **vehicle** covered under this **policy** and, within three months of the date of the accident, the injury solely and directly results in:

- a) death.
- b) total and permanent loss of sight in one or both eyes.
- c) **Loss of any limb**.

We will pay a maximum amount of £5,000 to the injured party or to his or her legal representative.

This benefit will not be payable:

- a) for suicide or attempted suicide.
- b) if the driver was under the influence of drink or drugs.
- c) if the injured person was not complying with the law regarding seat belts.

Personal effects

We will, at **your** request, pay a maximum of £150 for any one occurrence in respect of loss or damage to personal effects in **your vehicle**. **We** will not be liable for:

- a) mobile telephones.
- b) portable satellite navigation systems.
- c) dash cams or other recording devices.
- d) money, stamps, tickets, documents or securities.
- e) tools, goods or samples carried in connection with any business or trade.
- f) the theft of personal property from a convertible **car** unless the property is stolen from a locked luggage compartment or glove box.
- g) property covered under any other insurance **policy**.

In addition **we** will, at **your** request, pay a maximum of £200 for any one occurrence in respect of loss of handbags and its contents whilst it is in **your vehicle**.

Medical expenses

We will pay medical expenses incurred up to £100 for each occupant injured in an accident involving **your vehicle**.

Glass cover

We will pay the cost of repair or replacement of glass windscreens and windows from accidental damage and the cost of repairing resultant scratching of the bodywork.

For glass replacement an **excess** of £85 will apply to each glass panel. Where the replacement is carried out by **our approved repairer**, cover is unlimited, but if carried out by an unapproved repairer cover is limited to £150 (before deduction of the £85 **excess**). For windscreen repair an **excess** of £20 will apply to each claim.

We do not cover replacement of or repair to sunroofs or glass roofs under this section of the **policy**. Any payment made under this section shall not prejudice **your** entitlement to **No Claim Discount**.

Child car seats – (policy Limit - £100 per seat)

If child seats are fitted in **your vehicle**, and **your vehicle** is involved in an accident or damaged following fire or theft, **we** will pay up to

£100 per seat towards the cost of replacement even if there is no apparent damage to the seat. A claim for child seats can only be made if **you** are already making a valid claim for damage to **your vehicle** which is accepted under Sections A or B of this **policy**.

Hotel cover

We will reimburse hotel expenses up to the maximum amount of £200 in total following an accident, fire or theft in the event that **your vehicle** is no longer roadworthy and **you** are stranded away from **your** home. A copy of the invoice for **your** stay must be provided and **we** will not pay in **excess** of the amount that it would otherwise cost for **you** to reasonably take any alternative and available form of transport to take **you** and **your** passengers to **your** home address.

The **policy** will not meet the cost of any accommodation booked prior to the accident or loss occurring.

Uninsured driver cover

Should **you** or a named driver on the **policy** be involved in an accident caused by an uninsured motorist, **we** will not reduce **your No Claim Discount** or charge **you** any **excess** in respect of the claim **you** make. This is subject to **you** providing a valid **vehicle** registration, and the make, model and colour of the **vehicle** that hit **you** along with the driver's details. This only applies where the driver of **your vehicle** was not at fault.

SECTION B - LOSS OF OR DAMAGE TO THE INSURED VEHICLE BY FIRE AND THEFT

This section applies if cover shown on the **schedule** is Comprehensive or Third Party Fire and Theft.

1) What we cover

We will indemnify **you** in respect of loss of or damage to **your vehicle** caused by fire, explosion, theft or attempted theft (excluding fire by vandalism or malicious intent). In the event of a claim **you** will be required to pay the **excess** shown on **your schedule** plus any young driver **excess** that may also apply if the **vehicle** is or was last in the custody or control of an insured person who is aged between 17 and 24. Young driver **excesses** are charge according to age and **vehicle** value per the table below:

Vehicle Value				
Driver Age	£101 to £200	£201 to £300	£301 to £500	Above £501
17 -24 inclusive	£50	£100	£150	£200

Under this section **we** will:

- arrange and pay for the recovery and protection of **your vehicle** and remove it to a place of safe storage if **you** contact the claims helpline. Should **you** choose to arrange **your** own recovery then **we** will pay the reasonable costs towards this service.
- settle the claim by repair or replacement of **your vehicle** or paying in cash the amount of the loss or damage. The maximum amount payable will be the market value or declared value, whichever is the lower.
- **we** will pay the reasonable costs of moving **your vehicle** to the nearest repairer and returning it after repair to **your** address in **Great Britain**.
- If **your vehicle** is the subject of a hire purchase or leasing agreement and **we** decide to pay in cash the amount of the loss or damage, payment will be made to the legal owner whose receipt shall constitute a full discharge. **You** will remain liable to the legal owner for any amount that **you** owe under the terms of any agreement that exceeds the payment due under the terms of the **policy**. If the payment due under the terms of the **policy** exceeds the amount owed to the hire purchase or leasing company, the balance will be paid to **you** directly.

We may use warranted replacement parts, which are not supplied by the manufacturer of **your vehicle**. **We** guarantee all repairs carried out by **our approved repairers** for 5 years.

2) Additional benefits for Comprehensive policies

Replacement Vehicle Option

We will pay the cost of replacing **your vehicle** with a new **vehicle** of the same make, model and specification, if **your vehicle** has been owned only by **you** since the date of its first registration as new, and within twelve months of such date is:

- stolen and not recovered or
- damaged to the extent that the cost of repairs exceed 59% of the manufacturer's current retail price (including **Vehicle** Tax and VAT).

This provision only applies where the **vehicle** has a recorded mileage no greater than 10,000 miles at the time of loss or damage. In the event of settlement under this provision the original **vehicle** will become **our** property. If a replacement **vehicle** of the same make, model and specification is not available, **we** will, where possible, offer to provide a similar **vehicle** of identical list price. If this is not acceptable to **you**, **we** will not pay more than the market value of the **vehicle** at the time of the loss. The replacement **vehicle** option is not available where the **insured vehicle** is a **van** or commercial **vehicle**.

In-vehicle entertainment equipment and satellite navigation systems

We will cover the complete cost of replacing in-**vehicle** entertainment and satellite navigation systems if they were factory or main dealer fitted and were in the **vehicle** at the time of first registration.

EXCEPTIONS TO SECTIONS A & B

What we do NOT cover

We shall not be liable for:-

- general wear and tear or depreciation.
- mechanical, electrical, or electronic breakdowns or failures, or equipment and computer malfunction.
- damage to tyres by braking, punctures, cuts or bursts.
- loss of the **vehicle** due to deception.
- damage by frost.
- loss of use or any losses not directly associated with the incident that caused **you** to claim.
- reduction in value after repair.
- damages or losses arising from repairs not on a road or other public place.
- loss of or damage to aftermarket in-**vehicle** entertainment equipment or satellite navigation systems which includes radios, tape and CD/DVD playing equipment, televisions, game consoles and screens. A maximum contribution of £1000 will be paid towards the replacement of such equipment.
- loss of or damage to **your vehicle** or anything contained therein arising from theft or attempted theft whilst the **vehicle** is left unattended or temporarily unoccupied and **you** are not in a position to intervene if:
 - your vehicle** has not been secured by means of the door and boot locks.
 - the windows or any form of sliding or removable panel roof or hood on **your vehicle** has been left open or unlocked.
 - the ignition keys (which include ignition cards, lock transmitters or any other form of **vehicle** entry device) have been left in or on **your vehicle**, whether concealed or otherwise.
- that part of the cost of any repair or replacement, which improves **your vehicle** beyond its condition immediately before the loss or damage occurred.
- a greater sum than the manufacturers last published list price for the replacement of any spare part or accessory lost or damaged.
- loss of or damage to **your vehicle** arising from it being taken by, or driven by, a person who was not an insured

- driver under the **policy**, but was a member of **your** family or household, or any other person known to **you**, unless **you** can prove that the driver intended to permanently deprive **you** of **your vehicle**.
- n) any amount in **excess** of £250 relating to sign writing, advertisements, logos or specialised artwork.

SECTION C - THIRD PARTY LIABILITY

This section applies if cover shown on the **schedule** is Comprehensive, Third Party Fire and Theft or Third Party Only.

What we cover

We will cover the following categories listed below in respect of legal liability for accidental death, bodily injury to other people or damage to other people's property caused by, or arising out of, the use of **your vehicle** as detailed on **your Certificate of Motor Insurance** or by any **trailer** or caravan attached to **your vehicle**:

- a) **you**.
- b) anyone covered by **your Certificate of Motor Insurance** who **you** authorise to drive or use **your vehicle**.
- c) at **your** request any person using (but not driving) **your vehicle** with **your** permission for social, domestic and pleasure purposes.
- d) any passenger travelling in or getting into or out of the **vehicle**.
- e) **your** employers, while **you** are driving **your vehicle** on their business, but not when the **vehicle** is owned, leased, hired or operated by them.
- f) the legal personal representative of any deceased person covered by this section.

We will pay any emergency treatment fees as required by the current Road Traffic Act. A payment in respect of emergency treatment will not affect the allowance of **No Claim Discount** (Section E).

At **our** sole discretion and only with **our** prior consent, **we** will meet agreed fees for legal representation in the event of any coroner's inquest, fatal accident enquiry or other court proceedings.

EXCEPTIONS TO SECTION C

What we do NOT cover

We will not be liable for:

- a) any sum in **excess** of £25,000,000 inclusive of all costs for any one claim or series of claims arising from one event causing loss of or damage to property.
- b) any sum in **excess** of £5,000,000 inclusive of all costs for any one claim or series of claims arising from one event causing loss of or damage to property, where the **insured vehicle** is a **van** or commercial **vehicle**.
- c) damage to property owned by or held in trust by or in the custody or control of any person claiming **indemnity** under this section.
- d) any damage to any **vehicle** in connection with which **indemnity** is provided by this section or any consequential arising from such damage.
- e) liability covered by any other **policy** of insurance.
- f) loss of or damage to any **trailer**, caravan or **vehicle** (or to any property in the **trailer**, caravan or **vehicle**) being towed by **your vehicle** or being towed by a **vehicle** being driven by **you**.
- g) loss or damage or liability which is the responsibility of the person driving or steering any **vehicle** being towed by **your vehicle** or being towed by a **vehicle** being driven by **you**.
- h) loss or damage to any bridge, weighbridge, viaduct, road or other surface over which the **vehicle** is driven or anything under the surface, caused by the weight or vibration of the **insured vehicle** or its load.
- i) any liability in respect of death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with:

- i. the bringing of the load to the **vehicle** for loading thereon or
- ii. the taking away of the load from the **vehicle** after unloading.
- j) any loss, damage or liability caused by pollution or contamination arising out of seepage or spillage of the load from the **vehicle** or movement of the load in the **vehicle**.
- k) death or bodily injury to the person driving or in charge of the **insured vehicle** or to any person being carried in or on, getting onto or off, a **trailer** or **vehicle** being towed.
- l) legal liability when a **trailer** or broken-down **vehicle** is being towed for profit.
- m) liability for death or injury to any employee of the person insured arising during the course of their employment except where required by insurance law.
- n) death or injury of any person caused by:
 - a) food poisoning
 - b) anything harmful contained in goods supplied
 - c) any harmful or incorrect treatment given at or from **your vehicle**.
- o) liability for death, injury or damage resulting from the **insured vehicle**, or of machinery attached to it, being used as a tool of trade.

SECTION D - Foreign Use

Before **you** travel abroad with **your vehicle** **you** must inform **us** of **your** intention to travel.

- 1) **We** will provide the compulsory minimum insurance required while the **insured vehicle** is in any member country of the EU or a country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor **vehicles** (No. 72/166/EEC).
- 2) In addition, and subject to **our** consent:
 - a) the cover shown in **your policy schedule** will apply while **your vehicle** is being used in the countries specified above and while being transported (including loading and unloading) along a recognised sea, air or rail route between any countries to which this insurance applies.
 - b) **we** will also indemnify **you** following a valid claim under Section A or B of the **policy** against:
 - i. the reasonable cost of delivery of **your vehicle** to **you** or to **your home** in **Great Britain** after necessary repairs have been completed, or
 - ii. the amount of foreign customs duty liable as a direct result of the loss or damage to **your vehicle** preventing its return to **Great Britain**
- 3) If **you** intend to travel to a country not specified above, subject to **our** consent, a Green Card will be issued and full **policy** cover will be provided.
- 4) Provided **your** main home is **Great Britain** then this **policy** will provide **you** with cover for foreign use to a maximum of 13 weeks or half the **policy** period whichever is the shorter duration.
- 5) **You** must pay any additional premium that may be required.

SECTION E – No Claim Discount (NCD)

No Claim Discount - If no claim is made or arises under this **policy** during any one year of insurance **your** renewal premium will be reduced by a **No Claim Discount** in accordance with the scale of discounts applicable at the renewal date. Entitlement to **No Claim Discount** is not transferable to another person. Where a claim is made within the **policy** period **NCD** will be stepped back as shown in the scale below:

Number of years NCD for this Quote/Renewal	NCD at next renewal <u>without</u> NCD Protection		
	1 claim	2 claims	3 claims or more
	In next 5 years		
1 year	Nil	Nil	Nil
2 years	Nil	Nil	Nil
3 years	1 year	Nil	Nil
4 years	2 years	Nil	Nil
5 years or more	3 years	1 year	Nil

Protected No Claim Discount – If **you** pay the additional charge for this add-on to **your policy** we will not reduce **your** number of years **No Claim Discount** when **you** next renew **your policy** if **you** make no more than two claims within five years. If **you** make a third claim **your** number of years **No Claim Discount** will be reduced as shown in the scale below:

Number of years NCD for this Quote/Renewal	NCD at next renewal <u>with</u> NCD Protection				
	1 claim	2 claims	3 claims	4 claims	5 claims or more
	In next 5 years				
1 year	1 year	1 year	Nil	Nil	Nil
2 years	2 years	2 years	Nil	Nil	Nil
3 years	3 years	3 years	1 year	Nil	Nil
4 years	4 years	4 years	2 years	Nil	Nil
5 years or more	5 years or more	5 years or more	3 years	1 year	Nil

SECTION F – Telematics

This section applies if cover shown on the **schedule** is Comprehensive, Third Party Fire and Theft or Third Party Only and the **policy** is a **Telematics policy**.

1) **Telematics**

Where it is a condition of the **policy** that a **telematics** device is fitted or smartphone app enabled, it is **your** responsibility to ensure that any party who has an interest in the ownership of **your vehicle** (such as **your** partner or a hire purchase company) has agreed that a device can be installed or enabled. If a box is to be installed this must take place within 28 days of cover commencing. If a smartphone app is being used this must be enabled and registered within 15 days of cover commencing. Failure to comply with this condition will result in the **policy** being cancelled.

The **telematics** device or smartphone app must remain switched on and in use at all times to allow **us** to monitor driving performance and consider whether **your** premium should be adjusted. Premiums may go up or down, dependent upon driving behaviour.

Box installation will be carried out by an approved network service. **You** will be required to present the following original documentation to the engineer at the time of installation.

- Proof of **your no claim discount** (if applicable).
- Vehicle** Registration Document (V5/log book). If **you** have recently purchased the **vehicle** and the V5 has not been received then the New **Vehicle** Supplement will suffice.
- Driving licence or both sides of photocard for all drivers to be insured. Certificates confirming **you** have passed a driving test will not be sufficient.

Photographs of the **vehicle** to be insured will be taken at the time of installation.

Enablement and registration of smartphone apps will need to be carried out by **you** and any named drivers. **Your policy** may be cancelled if the documentation required is not uploaded within 15 days of cover commencing.

The box has tamper-proof controls and attack safeguards. If the intelligent alert system is triggered it will notify the suppliers of any unauthorised tampering. An investigation will be initiated and a physical inspection by an engineer will be required. Any unauthorised tampering will invalidate the insurance cover provided and **your policy** may be cancelled.

A fee may be payable for installation and removal of a box. Full details of any fees or charges will have been provided at the time of purchase of this **policy**. Where a device has been fitted and the **policy** is cancelled the device will be disabled or removed. This will be carried out by an engineer from **our** approved network service. If **you** sell **your vehicle** **you** are obliged to notify the new owner if a **telematics** device has been installed. If **you** change **your vehicle** a **telematics** device must be installed or enabled in the new **vehicle** being insured.

If an extreme driving event is observed **you** may be charged an additional premium. Full details of any fees or charges will have been provided at the time of purchase of this **policy**. If further instances of extreme driving are observed, **we** reserve the right to cancel **your policy**. Written notification will be sent to **you** in advance of any cancellation.

The previous year's actual driving behaviour will be used in the calculation of the renewal premium. Where the actual driving behaviour is known to **us**, following the expiry of a **policy** where it was a condition to have a **telematics** device installed, it will be applied to any future policies where **we** are the **insurer**.

2) **Use of telematics data**

It is important that **you** read this section and understand how **we** will use the data collected by the device. By proceeding with the application for insurance **you** are consenting to the use of the data to assess **your** driving behaviour and adjust **your** premium accordingly. This policy wording must be shown to any named driver on **your** insurance **policy** so they are aware that their driving will be monitored. **We** and **our** appointed **agents** will process this data securely.

From the date of installation and registration **we** will use the **telematics** device to capture data from **your vehicle**. An electronic data feed will translate the GPS coordinates from the device to provide information, such as road type, road surface and speed limit of the road **you** are driving on at any specific time. This will enable **us** to build a profile of **your** driving behaviour.

We and those acting on **our** behalf will use the data from the devices to:

- provide **you** with data via **your** dashboard portal relating to **your** driving behaviour.
- calculate **your** premiums based upon actual **vehicle** usage and driving behaviour.
- provide further clarification as to the circumstance of a claim if **you** make a claim under the **policy**.

Your information will continue to be used for the purposes outlined above once **your policy** ends, until the **telematics** device is disabled. Data collected by the **telematics** device may be disclosed to third parties with **your** permission in the following circumstances:

- if required for installation, servicing or if the device needs to be disabled.
- where there is a requirement by law to disclose such information.

3) **Mid term adjustments on telematics policies**

If the **vehicle** covered under this **policy** is deemed to be a total loss and the **vehicle** is immediately replaced, no return of premium will be given and an additional premium may be required for the remaining portion of the **policy**. No return of premium will be given for any subsequent policy adjustments for the remaining portion of the **policy**.

SECTION G - General Exclusions

What we do NOT cover

1) **Use of the insured vehicle**

This **policy** does not provide cover for any loss, damage, accident or injury occurring whilst **your vehicle** is being:

- a) driven by or in the custody or control of a person who is not permitted to drive by the **Certificate of Motor Insurance** or by a person who to **your** knowledge does not hold a licence to drive the **vehicle**.
- b) driven by or in the custody or control of a person not complying with the terms or limitations of the driving licence held.
- c) used for purposes not permitted by the **Certificate of Motor Insurance**.
- d) driven by **you** or any person, should it be proved to **our** satisfaction that the driver was driving under the influence of drink or drugs. A conviction under the relevant law (including convictions for the offences of failing to supply specimens of breath, urine or blood) shall be deemed to be conclusive evidence of the condition of the driver at the time and date of the occurrence giving rise to the conviction.
- e) driven by **you** or any person, should it be proved to **our** satisfaction that the driver or any person supervising the driver was using a hand-held mobile telephone or other hand-held interactive communication device contrary to Section 41D of the Road Traffic Act.

2) **Contractual liability exclusion**

This **policy** does not provide cover for any liability, which attaches because of an agreement but which would not have attached in the absence of the agreement.

3) **War risks exclusion**

This **policy** does not provide cover for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts.

4) **Radioactive contamination and explosive nuclear assembly exclusion**

This **policy** does not provide cover for:

- a) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting from or arising from any consequential loss, and
- b) any legal liability of whatsoever nature directly or indirectly caused by, contributed to, or arising from:
 - i. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

5) **Racing and deliberate acts**

This **policy** does not provide cover for any loss, damage, death or injury arising whilst **your vehicle** is being used in any rallies or as a result of racing formally or informally against another motorist, "road rage", suicide or any deliberate act caused by **you** or any driver insured to drive **your vehicle**.

6) **Riot and civil commotion exclusion**

This **policy** does not provide cover for any consequence of riot or civil commotion or malicious act (other than by fire or explosion) occurring outside **Great Britain**.

7) **Earthquake exclusion**

This **policy** does not provide cover for any accident, injury, damage or loss arising during or in consequence of an earthquake occurring outside **Great Britain**.

8) **Foreign jurisdiction exclusion**

This **policy** does not provide cover for any accident, injury, loss, damage or liability in respect of which any proceedings are brought or judgment is obtained in any court outside **Great Britain** unless such proceedings are brought or judgment is obtained in the court of a

foreign country arising out of the use of **your vehicle** in that foreign country where **we** have agreed to extend cover under the **policy** to include such foreign use.

9) **Airport use exclusion**

This **policy** does not provide cover for any accident, injury, damage, loss, or any losses not directly associated with the incident or any liability of whatsoever nature while **your vehicle** is in or on that part of an aerodrome, airport, airfield or military base provided for:

- a) the take-off or landing of aircraft and/or the movement of aircraft on the surface.
- b) aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.

10) **Terrorism**

This **policy** does not provide cover for any liability arising out of acts of terrorism as defined in Part 1 of the Terrorism Act 2006 or any subsequent amendments to this legislation, except as is necessary to meet the requirements of the Road Traffic Acts. In territories other than the UK the definition contained in the Terrorism Act 2006 or any subsequent amendments to this legislation will be deemed to be the applicable definition.

11) **Hazardous goods**

This **policy** does not provide cover for any accident, injury, damage or loss caused directly or indirectly by carrying of **hazardous goods**, other than to meet the requirements of the Road Traffic Acts.

12) **Misfuelling**

This **policy** does not provide cover for replacing parts that have been contaminated or damaged as a result of putting the incorrect fuel in **your car** or failing to keep the correct amount of lubricant in **your car** or loss or damage to the car caused by an inappropriate type or grade of fuel being used.

13) **Towing**

Except where the **vehicle** is a licensed **taxi**, where towing of a **trailer** is permitted (excluding any caravan or disabled mechanically propelled **vehicle**), this **policy** does not provide any cover when the **vehicle** is towing for hire or reward any caravan, **trailer** or disabled mechanically propelled **vehicle**.

14) **Explosion, sparks or ashes**

This **policy** does not cover any liability, loss or damage caused by explosion, sparks or ashes from the **insured vehicle** or from any **trailer** or machinery attached to, or detached from it.

15) **Goods sold, transported or supplied**

This **policy** does not cover any liability, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.

16) **Compensation**

This **policy** will not compensate **you** if **you** are unable to use **your vehicle** or for any other expenses **you** have to pay because of this.

17) **Malicious damage**

This **policy** does not cover loss or damage caused maliciously or deliberately by any person employed by **you** or using **your vehicle** with **your** permission or agreement.

18) **Un-roadworthy, unsafe & insecure loads**

This **policy** does not provide cover for any accident, injury, damage or loss when the **insured vehicle** is:

- a) being driven in an unsafe, un-roadworthy or damaged condition or does not have a valid MOT certificate when needed.
- b) being driven with a number of passengers which is unsafe or greater than the seating capacity of **your vehicle**.
- c) carrying an unsafe load.
- d) towing a **trailer** which is unsafe or has an insecure load.

19) **Replacement parts, accessories & glass**

If **your vehicle** is damaged and suitable parts, accessories or glass are not available from stock in the United Kingdom **we** may at **our** option make a payment on a cash in lieu of repair basis. In this event

the amount **we** will pay for new parts and accessories will be limited to the manufacturer's last list price in the country of origin of **your vehicle**. Currency exchange rates will be those applicable at the date of the accident or loss. **We** will not be liable for the cost of importation of any necessary part or accessory into the United Kingdom.

20) Cyber

We shall not be liable for any, death, bodily injury, loss or damage as a result of interference, malfunction or failure, either accidental or deliberate, with the **vehicles** electronics, computer systems or artificial intelligence systems as a result of an act of cybercrime or a similar malicious act.

SECTION H - General Conditions

1) Geographic limits

This **policy** applies:

- a) within the territorial limits of **Great Britain** or in transit by sea or rail between these places, including loading and unloading.
- b) elsewhere as described in Section D - Foreign use.

2) Duties of the policyholder and prevention of fraud

a) Duties of the policyholder

The insurance described in this **policy** will only be provided if:

- i. any person claiming **indemnity** has complied with all its terms, conditions and **endorsements**.
- ii. the information given in the **proposal form** or **statement of insurance** declaration is complete and correct to the best of **your** knowledge and belief.
- iii. **you** or any person named on the **Certificate of Motor Insurance** has taken all reasonable steps to safeguard **your vehicle** from loss or damage.
- iv. **you** maintain **your vehicle** in an efficient roadworthy condition and **we**, upon request, are granted the right to examine **your vehicle** and its accessories and to access and copy any data records retained within the **vehicle**.
- v. **you** give immediate notice to **us** in writing of any important change to the information provided on the **proposal form** or **statement of insurance** or other information supplied by **you** or on **your** behalf, which is incorporated herein as the basis of the contract.

For examples of important changes refer to the section entitled **IMPORTANT CHANGES** at the beginning of this **policy** wording. This condition applies to information relating to **you** and any driver covered by this insurance.

b) Misrepresentation of risk

If **you** or anyone representing **you**:

- i. provides **us** with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance.
- ii. deliberately misleads **us** to obtain cover, gain a cheaper premium or more favourable terms.
- iii. provides **us** with false documents.
- iv. makes a fraudulent payment by bank account and/or card to **us**.

We may:

- i. agree to amend **your policy** to record the correct information, apply any relevant **policy** terms and conditions and collect any additional premium due.
- ii. reject a claim or reduce the amount of payment **we** make.
- iii. cancel or void **your policy** (treat it as if it never existed), including all other policies which **you** have with **us**, and apply a cancellation premium charge.

Where fraud is identified **we** will:

- i. Not return any premium paid by **you**.
- ii. Recover from **you** any costs **we** have incurred.
- iii. It is **our** practice to co-operate fully with the Police authorities in the detection and prosecution of those involved in fraud and to report all such matters under the Proceeds of Crime Act 2002.

c) Claims Fraud

If **you** or anyone representing **you** makes a claim or a statement in connection with any claim or part of any claim that is fraudulent, false or exaggerated **we** may:

- i. Reject the claim or reduce the amount of payment **we** make.
- ii. Cancel **your policy** from the date of the fraudulent act and not return any premium paid.
- iii. Recover from **you** any costs **we** have incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act.
- iv. It is **our** practice to co-operate fully with the Police authorities in the detection and prosecution of those involved in fraud and to report all such matters under the Proceeds of Crime Act 2002.

3) Claim notification and co-operation

We must be notified by **you** as soon as reasonably possible, and in any event within 48 hours, following any loss, damage or accident, which might give rise to a claim under the **policy**. There are several ways **you** can report **your** claim:

- **You** can call **our** helpline number 0330 024 8055
- **You** can complete **our** online form which can be found on **our** website <https://drivesmartinsurance.co.uk/claims/make-a-claim>.
- **You** can write to **us**.
- **You** an email **us** at claims@drivesmartinsurance.co.uk.

Any letter, writ or summons must be sent to **us** unanswered, immediately it is received. **Your** entitlement to cover under the **policy** could be prejudiced if dispatch of such documents is unreasonably delayed.

You must notify **us** immediately in the event that **you** are notified of any coroner's inquest, fatal accident enquiry or other court proceedings following any accident to include any Police proceedings relating to offences alleged to have been committed by the driver or other user of the **vehicle** at the time of or following the accident.

You and any other person claiming **indemnity** must provide **us** with all information and assistance necessary to investigate and settle claims made under this **policy**.

4) Conduct of claims/subrogation

Except with **our** written consent, no admission, offer, promise, payment or **indemnity** shall be made by **you** or any person (or on behalf of any person) claiming **indemnity** under the **policy**. **We** shall be entitled to conduct the defence or settlement of any claim and to instruct the solicitors of **our** choice to act for **you** in any proceedings. In circumstances where it is considered appropriate to do so **we** will be entitled to admit liability on behalf of **you** or any person claiming **indemnity** under the **policy**. Such admissions may be made prior to or after the commencement of proceedings in relation to any event likely to give rise to a claim under the **policy**.

5) Electronic Service

In the event that **we** bring proceedings against **you** as a result of any act or omission by **you** in relation to this **policy** **we** may, at **our** discretion, serve proceedings upon **you** by email utilising the email address **you** provided to **us** when taking out this **policy** or such other email address **you** notify to **us** in writing from time to time. Documents will be provided in an Adobe Acrobat compatible format with a total message size not exceeding 5 megabytes (MB).

6) Contribution

If at any time a claim arises under this **policy** where there is another insurance **policy** covering the same loss, damage or liability, **we** will only pay the proportionate amount of the claim.

7) Avoidance of certain terms and rights of recovery

If **we** are required to pay a claim under **Road Traffic Law** or the law of any country in which this **policy** operates (including settling such a claim on a reasonable basis in anticipation of such a liability), which **we** would not otherwise be liable to pay had the law not existed, **we** shall be entitled to recover such payments (including the legal costs of reasonably defending the claim) from **you** if **you** or any named driver under the **policy**:

- a) caused the loss directly or indirectly.
- b) caused or permitted the **vehicle** to be driven by an uninsured driver.
- c) through act or omission, caused this insurance to be invalid.

8) Mid-term adjustments

From time to time **you** may need to amend personal information on **your policy** such as changing **your** address or **vehicle**. **We** will process any changes **you** need to make and advise **you** of any charges **you** are due to pay. If **you** are replacing a **vehicle** which has been deemed to be a total loss after an accident, no return of premium will be given and an additional premium may be required for the remaining portion of the **policy**. If you sell your **vehicle** and **you** are not replacing it then cover under this **policy** will automatically terminate.

9) Cancellation

Cooling off period

If **you** find that the **policy** does not suit **your** requirements and **we** have not provided **you** with all necessary information before **you** made **your** decision to purchase this **policy**, **you** can cancel **your** cover within 14 days of receiving the full **policy** documentation, either in writing or via email, and **we** will give a pro-rata return of premium subject to a £45 charge. For example, if the annual premium is £365 and the **policy** is on cover for 10 days, the return premium **you** will receive will be calculated as follows: £365-£10-£45 = £310.

If an adjustment has taken place during this time or a claim has occurred **our** standard cancellation terms will apply. In addition, **we** will refund, in full, premiums for any additional products purchased, such as Breakdown Cover, subject to no claims occurring on those products.

Policy period	Calculation method	Minimum premium retained	Administration charge
All	Pro-rata	£45 + IPT	£45

If the **vehicle** covered under the **policy** is deemed to be a total loss there is no return of premium.

Cancelling outside the Cooling off period

You may cancel the **policy** at any time in writing or by email. Subject to no claim arising in the current **period of insurance**, **we** will give a return of premium for the unexpired portion of the **policy** which will be calculated using the scale at the end of this section. A £25 charge will be applied where full payment has been made by debit or credit card. For example, if the annual premium is £1000 and the policy is on cover for 90 days, the return premium will be calculated as follows: £1000-£500=£500. If the policy has been paid in full by credit or debit card then the additional charge of £25 will be applied and the refund amount will be calculated as follows, £1000-£500-£25=£475.

We may cancel the **policy** by giving seven days' notice in writing, via post or email, to **your** last known home address or email address. Subject to no claim arising in the current **period of insurance**, **we** will give a return of premium for the unexpired portion of the **policy** less any administration charge unless the cancellation is due to fraud and **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012. Please note: The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a **policyholder** to provide

complete and accurate information allows **us** to cancel the **policy**, sometimes back to its start date, and keep any premiums paid. Where **we** obtain proof of fraud or a serious non-disclosure **we** may cancel the **policy** immediately and backdate cancellation to the inception date or to the date when the incomplete or inaccurate information was supplied. **You** are responsible for notifying all named drivers that cover has been cancelled.

Should the **vehicle** covered under this **policy** be sold and not replaced immediately, **you** must notify **us** in writing, and the **policy** will be cancelled. Provided **you** have not made a claim or been involved in an accident or loss, regardless of blame, in the current **period of insurance**, **we** will give a return of premium for the unexpired portion of the **policy** less any administration charge.

In the event that **you** have agreed to pay **your** premium monthly and **your policy** is cancelled, **you** will be required to continue to make **your** monthly payments in accordance with the agreement until the full annual premium has been paid where a claim has been made under the **policy**. If payments are not made in accordance with the agreement, the full annual premium becomes payable immediately.

No refund is applicable for additional products purchased, such as Breakdown Cover.

Cancellation scale and charges

Period of cover up to	Percentage of premium payable	Administration charge if settled in full by debit/credit card
Up to 1 month	30%	£25
Up to 2 months	40%	£25
Up to 3 months	50%	£25
Up to 4 months	60%	£25
Up to 5 months	70%	£25
Up to 6 months	80%	£25
Up to 7 months	90%	£25
Above 7 months	100%	£25

ENDORSEMENTS - Only applicable if stated in the **schedule**

2 - In-vehicle entertainment and navigation equipment

The **indemnity** provided under Sections A and B of this **policy** in respect of any in-**vehicle** entertainment equipment or satellite navigation system permanently fitted as standard by the **vehicle** manufacturer shall be unlimited. A maximum contribution of £1000 will be given towards the replacement of aftermarket in-**vehicle** entertainment equipment and satellite navigation systems. This **endorsement** is otherwise subject to the terms, conditions and exceptions of the **policy**.

8 - Accidental and malicious damage, fire and theft excess

In respect of each and every occurrence **we** shall not be liable under Sections A and B for the first amount specified on the **schedule**. The sum specified shall be in addition to any other amount for which **we** are not liable under the **policy**.

9 - Anti-theft device

We shall not be liable for loss of or damage to **your vehicle** caused by theft or attempted theft unless:

- a) **your vehicle** is fitted with an immobilising system accepted by the **us** and
- b) **you** are in possession of all the keys and/or activating accessories and the certificate of installation as provided by the manufacturer of the device, and the device is operated in accordance with the manufacturer's instructions whilst **your vehicle** is parked and unattended.

10 - Garaging / vehicle security

We shall not be liable under section B in respect of loss of or damage to **your vehicle** caused by theft or attempted theft which shall include the taking and driving away of **your vehicle** without authority unless **your vehicle** is kept in a locked and secured location to which the general public does not have access. This restriction will not apply when the **vehicle** is parked during the course of a journey.

11 - Protected No Claim Discount

Any entitlement under Section E of this **policy** shall be maintained provided that not more than two claims have arisen in any five consecutive years.

39 - Driving other cars extension

The **policyholder**, who may also drive with the permission of the owner any insured **vehicle** not owned by the **policyholder** or hired to the **policyholder** under a hire purchase agreement or leased to the **policyholder** under a leasing agreement or provided to the **policyholder** as a **courtesy car** and not owned by or hired or lent to the **policyholder** by the **policyholder's** employer or partner.

COVER IS NOT PROVIDED:

- a) for loss or damage to the **vehicle** you are driving.
- b) if **you** are covered by any other **policy** of Insurance to drive the **vehicle**.
- c) if the **vehicle** is being used outside the territorial limits of this **policy**.
- d) unless a current and valid **policy** of Insurance is in force for the **vehicle** being driven under this section of this **policy** evidenced by a valid **policy** of insurance appearing on MID at the time of use.
- e) for recovery of any **vehicle** which has been impounded by the police or local authority.
- f) for use of the **vehicle** other than as described on the **Certificate of Motor Insurance**.
- g) if the insured **vehicle** specified on the current **schedule** has been disposed of or has become the subject of a total loss.

40 - Fire and theft excess

In respect of each and every occurrence **we** shall not be liable under Section B for the first amount specified on the **schedule**. The sum specified shall be in addition to any other amount for which **we** are not liable under the **policy**.

41 - Tracking device

We shall not be liable for loss of, or damage to **your vehicle** caused by theft or attempted theft, unless **your vehicle** is fitted with a tracking device using GPS satellite technology for which there is continuous subscription.

COMPLAINTS PROCEDURE

What to do if you wish to complain

Our goal is to give excellent service to all of **our** customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all of **our** customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome **your** feedback. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

What will happen if you complain?

Your complaint will be acknowledged within two working days, **we** aim to resolve all complaints within five working days. Once an assessment and full investigation of **your** concerns has been made, **we** will respond with a decision. Most of **our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update and give **you** an expected date of response. An investigation of **your** complaint will be carried out at a senior level and a final decision given. If **you** are dissatisfied with **our** final decision, **you** can refer the matter to the Financial Ombudsman Service (FOS). The FOS will only consider **your** complaint if **you** have given **us** the opportunity to resolve it, and **you** are a private **policyholder**, so please follow the steps below. If however, **we** do not resolve **your** complaint within 40 working days, the FOS will accept a direct referral. Whilst **we** are bound by the decision of the FOS, **you** are not. If **you** continue to remain dissatisfied, **we** would recommend that **you** take independent legal advice. Following the complaint procedure in this **policy** does not affect **your** right to take legal action.

The Next Steps

Step 1

Seek resolution by contact with **us**

If **you** are disappointed with any aspect of the handling of **your** insurance **we** would encourage **you** to contact the department concerned. **You** can write, email or telephone, whichever suits **you**, and ask **us** to review the problem. An investigation of **your** complaint will be carried out at a senior level and a final decision given.

Step 2

Refer **your** complaint to the Financial Ombudsman Service.

Online dispute resolution

If **you** have already contacted **us** and **we** have not resolved **your** complaint to **your** satisfaction, **you** may wish to use the European Commission's Online Dispute Resolution service, <https://ec.europa.eu/consumers/odr/main>. This is an online portal designed to help consumers who have bought goods or services online to conduct dispute resolution, in any of the official languages of the European Union, which will then be forwarded to the Financial Ombudsman Service.

Alternatively, **you** may want to contact the Financial Ombudsman Service directly at the address below:
Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR
From landlines call: 0800 023 4567
From mobiles call: 0300 123 9123
Website: <http://www.financial-ombudsman.org.uk>

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

You are covered by the Financial Services Compensation Scheme (FSCS) and may be entitled to compensation from the scheme if **we** cannot meet **our** financial obligations. This depends on the type of insurance **you** have and the circumstances of **your** claim. Further information about compensation scheme arrangements is available from the FSCS by visiting the FSCS website at <https://fscs.org.uk> or by phoning 0800 678 1100 or writing to:

Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St Botolph Street
London
EC3A 7QU

DATA PROTECTION

We are governed by the Data Protection Act (DPA) and the General Data Protection Regulation (GDPR), legislation which is applicable to the United Kingdom. Under this legislation **we** have to advise **you** how **we** may use **your** details and tell **you** about the systems that **we** have in place to detect and prevent fraudulent applications and claims. Information **you** supply may be used by **us**, **our** associated companies and **agents** and by reinsurers for the purposes of administering **your policy**. This information may be disclosed to other regulatory bodies for the purposes of monitoring and/or enforcing **our** compliance with any regulatory rules or codes.

Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In order to assess the terms of the insurance contract or administer claims that arise, **we** may need to collect data that the DPA and GDPR define as sensitive (such as driving licence information, medical history or criminal convictions). In assessing, investigating, handling and administering any claims made, **we**, or **our agents** or investigators appointed by **us** to assist in the processing of any claim **you** have presented may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy or repossessions) and DVLA. These checks may also be carried out at the new business and/or renewal stage. **We** may review certain personal data and sensitive personal data about **you** and also the driver of **your vehicle** who was involved in the incident giving rise to

the claim, if different. Such personal data and sensitive personal data may include names, addresses, telephone numbers, occupations, genders, dates of birth, driving licence details, details of any relevant accidents (including details of medical histories), details of thefts and details of criminal convictions or **endorsements**. This information may also be used for the purposes of crime prevention in connection with claims, (e.g. the prevention of theft and/or fraud), assessing liability in respect of claims and to ensure that claims have been properly represented.

Information may also be shared with other insurers either directly or via those acting for **us** (such as loss adjusters or investigators). **You** should show this notice to any driver covered or proposed to be covered under this **policy**. By purchasing this **policy you** signify **your** explicit consent and the explicit consent of all relevant drivers to such information being processed by **us** and **our agents** and investigators for the purposes set out above. With limited exceptions, **you** and any relevant third party noted in this paragraph have the right to access and, if necessary, rectify information held about **you**. **Our** full privacy **policy** can be found at

<https://drivesmartinsurance.co.uk/privacy-policy>.

FRAUD PREVENTION

Fraudulent claims are a serious problem for insurers and any costs arising from such activity are inevitably passed on to honest **policyholders**. In order to protect **your** interests and the interests of the vast majority of **our policyholders**, **we** fully investigate all claims, and where Fraud is detected **we** report to the authorities under the Proceeds of Crime Act 2002 (POCA).

Insurers pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register, run by Motor Insurers' Bureau (MIB). The aim is to help insurers to check the information provided and also to prevent fraudulent claims. When **your** request for insurance is dealt with, the registers will be searched. Under the conditions of **your policy**, **we** must be told about any incident (such as an accident or theft) that may or may not give rise to a claim. In the event of a claim the information **you** supply together with any other information relating to the claim, will be put on the register and made available to participants. It is **our** practice to co-operate fully with the Police authorities in the detection and prosecution of those involved in fraud.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities.
- managing credit and credit related accounts or facilities & recovering debt.
- checking details on proposals and claims for all types of insurance.
- checking details of job applicants and employees.

Please contact **us** on **0330 024 4773** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

You may report information confidentially in respect of bogus/fraudulent claims to the Cheatline on 0800 422 0421. The Cheatline is manned 24 hours a day. Alternatively, fraud can be reported online to the Insurance Fraud Bureau (IFB) at <https://www.insurancefraudbureau.org>. All information can be reported anonymously and will be treated in the strictest confidence. The Cheatline is manned by experienced fraud investigators who may share the information with other interested parties such as the insurer concerned (if known). Savings obtained from information provided to the Cheatline will help to reduce insurance premiums. More information can be provided if requested.

MOTOR INSURANCE DATABASE

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

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

If **you** are involved in a road traffic accident, (either in the UK, the EEA or certain other territories), Insurers and/or the MIB may search the MID to obtain relevant information. Persons (including appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having **your vehicle** seized by the Police. **You** can check that **your** correct registration number details are shown on the MID at <http://askmid.com>.

DVLA – MY LICENCE

By providing **your** Driving Licence Number when obtaining insurance **you** are consenting to **us** checking the DVLA register for details of **your** driving history and motoring convictions. **You** can check the information held by the DVLA about **you** by visiting their website <https://www.gov.uk/view-driving-licence>.

Drive Smart is a trading name of Sabre Insurance Company Limited. Any reference to Drive Smart in this document will mean Sabre Insurance Company Limited as the ultimate insurer
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