

Important Information



Drive Smart is a telematics insurance policy. This means it is a condition of cover that a box is fitted to your vehicle (for the purpose of monitoring driving behaviour) within 28 days of the policy purchase date. Your score will be reviewed at the 4th and 8th month from your cover date and if your driving score is better or worse than the baseline score we have set, your premium may go down or up.

As a minimum the following documentation must be provided when your box is installed:-



Copy of the vehicle log book – V5C



Copy of your driving licence photocard (both sides)



Proof of your No Claims Discount entitlement (if applicable)

Copies of all other drivers' licences will need to be uploaded via your Drive Smart Dashboard within 28

days. Is a telematics policy for me?

- I am happy to have a telematics box installed in my car which will monitor where, when and how the car is being driven.
- I don't normally drive late at night between 11pm and 5am.
- I am not planning to change my car soon and do not change vehicles regularly.
- I have internet access and will regularly monitor my driving behaviour.
- I am looking for an annual policy.
- I want to reduce my insurance premium by improving my driving and becoming a safer driver.

The telematics box is a small black plastic box about the size of a smart phone, it can be fitted to most vehicles. It will be fitted by a professional and will not affect your cars performance or the manufacturer's warranty. It normally takes about 1 hour to fit the device and you will be able to select either an AM or PM weekday appointment. Once your box has been installed you will be able to use your online dashboard to monitor your driving performance. If you would like further information please refer to the Drive Smart website (www.drivesmartinsurance.co.uk).

If you would like to proceed, please take a few moments to read our Terms and Conditions below.

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

PROCEDURE IN THE EVENT OF A COMPLAINT

Sabre Insurance Company Ltd. is a member of the Financial Ombudsman Service scheme for complaints from private policyholders. If you have a complaint, please write to Sabre Insurance Company Limited at Sabre House, 150 South Street, Dorking, Surrey RH4 2YY. Full details of our complaints procedure will be set out in your policy booklet and are shown on our website. The complaints procedure does not affect your right to take legal action.

CHOICE OF LAW

The law of England and Wales will apply to this contract unless:

1. We both agree otherwise; or
2. At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contract) the law of the country will apply.

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://drivesmart.co.uk/privacy-policy>.

IMPORTANT CHANGES

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. Your policy is based on the information you gave at inception. It is essential that you tell us straight away about change which may influence our acceptance or assessment of the risk. Failure to notify us means that the Policy may not operate to protect you. Such changes could include the following: accidents (fault or non-fault), thefts (of or from the vehicle), convictions (motoring or criminal), disqualifications, policyholder's address, health matters, make & model of vehicle, use of vehicle, occupation (full or part time), drivers, annual mileage, vehicle modifications (cosmetic or performance enhancing, type of driving licence and date test passed).

This is not an exhaustive list so if you are in any doubt whether or not facts may need to be considered you should disclose them. We reserve the right to decline any application for insurance or to apply special terms

IMPOUNDED VEHICLES

Cover is granted on the understanding that at the time of inception your car is **not impounded** by the Police or any other authority.

FOREIGN REGISTERED VEHICLES

Vehicles registered outside of the United Kingdom are not acceptable.

CREDIT SEARCH

We use data from a number of sources such as credit reference agencies. This is so we can confirm your identity and give you a quotation. These checks may also be carried out at new business and/or renewal stage.

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 www.askmid.com.

DISPOSAL OF VEHICLE

The Certificate is NOT transferable. If the vehicle is disposed of, the purchaser must have a certificate in their own name.

CANCELLING YOUR POLICY

Within 14 days – 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.

Standard cancellation terms (beyond the cooling off period)

The policy may be cancelled mid-term in the following circumstances:

We may notify you of our intention to cancel your Policy in writing or via email and, subject to no claim arising within the current period of insurance, we will give a return of premium for the unexpired portion of the Policy based on our cancellation scale below.

or

You may cancel the Policy at any time either in writing or via 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 following scale. 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 an additional charge of £25 will be applied and the refund amount will be calculated as follows, $£1000 - £500 - £25 = £475$:-

Period of cover up to	Up to 1 month	Up to 2 months	Up to 3 months	Up to 4 months	Up to 5 months	Up to 6 months	Up to 7 months	Above 7 Months
Percentage of premium payable	30%	40%	50%	60%	70%	80%	90%	100%

If you make a claim against your policy and have paid in full, no return premium will be given. If you are paying by instalments your remaining payments will still be due in full.

During the 14 day reflection period, premiums for any additional products purchased, such as Breakdown Cover, will be fully refunded, subject to no claims occurring against those products. After the 14 day reflection period has expired, no premium will be refunded.

SERVICE CHARGES

Failed Installation appointment	£50
Removal of box at your request following cancellation/lapse	£90
Remote disconnection of box	No Charge
Amending your policy	£25
Change to driving score	No Charge
Change of vehicle*	£70
Duplicate certificate	£20
Administration of a failed payment	£20
Documents by post	£3
Cancelling your policy	See "CANCELLING YOUR POLICY" above

*Charge only applies if vehicle is changed within 3 months of box installation

Please note that service charges are non-refundable

PREMIUM PAYMENT AND INSTALMENTS

Methods of payment

You can pay for your car insurance in full by credit or debit card. You can also choose to spread the cost by paying an initial 30% deposit by credit or debit card and the remainder by 7 direct debit instalments. If you pay by monthly instalments, interest will be charged at an annual percentage rate (APR) of 24.9% and you must set up a direct debit mandate using your bank details. Please note that in the event of a claim, the full premium is still due and must be paid. You can choose to pay off any remaining instalments immediately or continue paying instalments directly from your bank on a monthly basis. It may also be possible for us to deduct any outstanding balance from your claim settlement.

If you make a change to your policy mid-term and you pay by monthly instalments, if the additional premium is more than 20% of the original new business premium we will require 25% of the additional premium as a deposit and the remainder added to any remaining instalments. If there are no instalments remaining, the additional premium is to be paid in full.

Your credit/debit card details

Where your annual premium is paid by credit/debit card we reserve the right to automatically take additional premiums from, or make refunds to, your debit or credit card in respect of any additional or return premiums which may become due under the terms of your policy**. We do not store your credit or debit card details. We have partnered with a payment gateway that securely holds your card details in accordance with the Payments Card Industry Data Security Standards. You will be notified in writing at least 7 days prior to any request for additional payment or refund.

**Subject to refund terms and conditions

Consumer Credit Agreement

Sabre Insurance Company Limited trading as Drive Smart is licensed by the Office of Fair Trading (OFT) to provide goods or services on credit. Licence number 634163. If you choose to pay by instalments you will have to sign and agree to the terms of a Consumer Credit Agreement required by the Consumer Credit Act 1974. A copy of this agreement will be provided with your policy documentation.

Non-payment of premium by direct debit

If we are unsuccessful in collecting your instalments, we will contact you for payment by credit or debit card. If you default on more than one occasion we reserve the right to cancel your insurance policy or request the remaining balance of premium in full.

Cancellation through non-payment of premium

We will write to you at your registered policy address or email you at the email address we have on record to inform you that we intend

to cancel your policy through non-payment of premium. You will have 7 days to contact us to pay any arrears due.

In accordance with the Road Traffic Act 1988, when a policy is cancelled you must declare that you will return or destroy all copies of the Certificate of Motor Insurance relating to your policy (whether held in paper, electronic, digital or any other format). Upon cancellation you will need to confirm that you will do this within the next 7 days.

Payment of arrears

If we contact you regarding arrears due on your policy you must pay the outstanding arrears immediately to ensure continuation of your policy. You can make a payment by contacting our Customer Services team on 0330 024 4692.

Change of bank account

If you change your bank account, you must contact our Customer Services team on 0330 024 4692 to request a new direct debit mandate which you must complete and return.

When we take credit/debit card payments

When you've indicated your intention to buy, your credit card payment will be taken by our third party card merchant (www.secure-server-hosting.com).

Any reference to the Company shall mean: Sabre Insurance Company Limited trading as Drive Smart
Registered Office: Sabre House, 150 South Street, Dorking, Surrey RH4 2YY

Tel: 0330 024 4692 Fax: 0330 024 4691 email: customer.services@drivesmartinsurance.co.uk

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority
Member of the Financial Ombudsman Service and the Association of British Insurers