

# Terms and Conditions

## Introduction

### All in One Excess Protection

This Insurance Policy has been arranged for You and is administered by Smart-Cover Insurance Services, whose offices are situated at 1st Floor, 3-5 Rickmansworth Road, Watford, WD18 0GX. Smart-Cover Insurance Services is a trading name of Smart-Cover Direct Ltd. Smart-Cover Direct Ltd is an appointed Representative of Asurit Ltd which is authorised 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-Cover Insurance Services.

Many insurance policies require You to either pay a compulsory or voluntary **Excess** toward the payment of any claim made under Your primary insurance policy. Our All in One Excess Protection Policy refunds You that excess, where it has been applied and paid during an own fault claims process.

### The Insurer

City & Commercial Insurance Company (PCC) Limited, Normandie House, Rue a Chiens, St Sampsons, Guernsey, GY2 4AE, authorised by the Guernsey Financial Services Commission (GFSC). GFSC Reference: 54692. Details of registration can be checked using the link: <https://www.gfsc.gg/commission/regulated-entities/54692>.

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

### Insurance Policy

This is Your policy wording. It is only valid when coupled with Your certificate of insurance. These two documents make up Your insurance contract between You and the insurer. Please keep these documents in a safe place. We recommend that You review Your cover periodically to ensure that it continues to meet Your needs.

### Cancellation

In line with Our statutory obligations You may cancel this insurance policy within 14 days of receiving it. Should You choose to cancel Your policy within this period, You may be entitled to a full refund of Your policy premium so long as You have not yet made a claim.

Should You choose to cancel Your policy after the 14-day cooling off period We will make a proportionate refund of Your policy premium less a £25 administrative charge. To cancel Your insurance

policy please notify Us at [enquiries@smart-cover.co.uk](mailto:enquiries@smart-cover.co.uk).

We are not bound to accept the renewal of any insurances and may at any time cancel this policy by sending You 14 days' notice in writing to Your last known address. Valid reasons for cancellation may include, but are not limited to:

- Fraud,
- Non-payment of policy premium,
- Threatening and abusive behaviour,
- Non-compliance with policy terms and conditions.

### Eligibility for cover

To be eligible for Our All in One Excess Protection Policy You must be named as the Policyholder under a **Primary insurance policy** and be a permanent resident of the United Kingdom.

This insurance policy will only apply if You have paid an **Excess** under Your primary insurance policy.

### Definitions

Any word defined below will have the same meaning wherever it appears in this policy.

#### Administrator:

Smart-Cover Insurance Services, 1st Floor, 3-5 Rickmansworth Road, Watford, WD18 0GX.

**Broker** - means the insurance intermediary who sold You this policy and who is named in Your insurance schedule.

**Claims Administrator** - means City & Commercial Insurance Company (PCC) Limited, Normandie House, Rue a Chiens, St Sampsons, Guernsey, GY2 4AE.

**Excess** - means the first part You paid under Your **Primary insurance policy** under the terms of that policy

**Primary insurance policy** - means an insurance policy taken out by You with an insurer who is authorised and regulated in the United Kingdom, and under which You are named as the primary policyholder. A "primary insurance policy" means one of the following:

- *Health insurance* – an insurance policy covering medical and surgical expenses to you.
- *Home insurance* – an insurance policy covering the building and/or contents of

**Your** main residence, which is not used for business purposes.

- **Motor Insurance** – an insurance policy issued to cover **Your** private car, which is owned and registered to you.

**United Kingdom** - means England, Scotland, Wales, Northern Ireland and the Channel Islands.

**We/Us/Our** - means City & Commercial Insurance Company (PCC) Limited, Normandie House, Rue a Chiens, St Sampsons, Guernsey, GY2 4AE

**You/Your** - means the person who took out this policy and is named as the Policyholder, and who is named as the Policyholder within the primary insurance policy.

#### Cover Included

If **You** make a claim under **Your Primary insurance policy** **We** will reimburse **You** the amount of the **Excess** **You** paid. This policy will only apply if:

- the incident that led to the claim under **Your Primary insurance policy** happened during the period of insurance and,
- the claim under **Your Primary insurance policy** was successful and,
- the cost of the claim under **Your Primary insurance policy** was more than the amount of the **Excess**.

**You** may claim more than once during the period of insurance but the total **We** will pay **You** will not exceed the maximum limit as shown on **Your** insurance certificate.

#### Not included

This policy will not apply if:

- the incident that led to the claim under **Your Primary insurance policy** happened before the start date of that policy cover,
- **You** make a claim under this policy within the first 30 days immediately following the start date of cover unless the policy start date is the same start date as **Your** primary insurance policy,
- no **Excess** was paid by **You** or deducted from **You** by **Your** primary insurance policy,
- the claim **You** made under **Your Primary insurance policy** was unsuccessful or was for less than the amount of **Your** excess,
- the amount contributed by **You** or deducted from **You** is not clearly defined by **Your**

**Primary insurance policy** as being a policy excess,

- the **Excess** required from **You** under **Your Primary insurance policy** has already been paid or recovered by a third party,
- if the claim was caused in any way by:
  - o war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind,
  - o ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

#### Claims Process

##### Review **Your** cover

Read **Your** policy documents to ensure that **You** are covered for the claim **You** wish to make.

Read any exclusions that may apply and make sure **You** understand them.

##### Contact claims

Notify the **Claims Manager** at:

Smart-Cover Insurance Services, 1<sup>st</sup> Floor, 3-5 Rickmansworth Road, Watford, WD18 0GX.

[enquiries@smart-cover.co.uk](mailto:enquiries@smart-cover.co.uk).

Phone: 03333 449 559

This should be done as soon as practicable. Quote **Your** policy reference number, as shown on **Your** Certificate of Insurance.

##### Evidence the claim

The claim administrator will send **You** a claim form, which **You** should fill in and send back with all accompanying documentation. This will include:

- copy of the settlement letter from the insurer of **Your Primary insurance policy** showing the incident date, the settlement figure and the amount of **Excess** applied and,
- copy of **Your** primary insurance policy.

The **Claims Administrator** will tell **You** if they need any other information and/or documentation from **You** in support of **Your** claim.

## Conditions

### Driving licence

**We** will only provide **Excess** protection under a motor insurance policy where **You** hold a current and valid UK driving licence, or full internationally recognised licence which is approved for use within the **United Kingdom** by an approved licencing authority.

### Other Insurance

If **You** were covered by any other insurance policy, known as dual insurance, for the same **Excess** protection **We** will split and share the cost of **Your** claim with that insurer. Where **You** are covered by another form of **Excess** protection insurance **You** are obligated to inform **Us**.

### Renewals

**You** agree to automatically renew **Your** policy with **Us** unless **You** specifically notify **Us** that **You** do not wish to renew **Your** cover. **We** will write to **You** before **Your** policy expires with full details of **Your** premium along with the terms and conditions for the next policy year. When **We** offer **You** further periods of insurance **We** reserve the right to change **Your** premium.

### Representation

Under the Consumer Insurance (Disclosure and Representations) Act 2012 **You** are required to take reasonable care and supply accurate and complete answers to all the questions when **You** apply for cover. **You** have an ongoing duty to make sure that all information supplied to **Us** is true and accurate.

This obligation continues to apply during:

- annual renewal of **Your** policy,
- when making changes to **Your** policy during the period of insurance,
- when making a claim under this policy.

Should any of **Your** information change, or should **You** become aware that information previously provided is no longer accurate, **You** must tell **Us** as soon as reasonably practicable.

If **You** do not answer questions truthfully and accurately this may affect **Your** policy cover. If **You** supply **Us** with incorrect or false information **We** reserve the right to declare **Your** policy invalid and

cancel **Your** cover and provide no refund of premium. If **You** make a claim, and the information provided is proven to be incorrect or false, **We** may refuse to pay all or part of **Your** claim.

### Right of Recovery

**We** can take proceedings in **Your** name, but at **Our** expense, to recover the amount of any payment made under this policy.

### Complaints

#### General complaints

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

Smart-Cover Insurance Services, 1st Floor, AGF House, 3-5 Rickmansworth Road, Watford, WD18 0GX

Telephone: 03333 449 559

Email: [enquiries@smart-cover.co.uk](mailto:enquiries@smart-cover.co.uk)

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, London, E14 9SR

Telephone: 08000 234 567 (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 using the contact details below, quoting **Your** policy number.

The Compliance Director, City & Commercial Insurance Company (PCC) Limited, Normandie House, Rue a Chiens, St. Sampsons, Guernsey, GY2 4AE

If **You** are dissatisfied with the response **You** receive in relation to **Your** complaint or **Your** complaint is not resolved within 8 weeks, **You** have the right to refer **Your** complaint to the

Channel Islands Financial Ombudsman (CIFO), PO Box114, Jersey, Channel Islands, JE4 9QG.

Telephone: 01534 748610 Email: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)

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

## Legal and Regulatory Information

### Compensation Scheme

#### **The Financial Services Compensation Scheme (FSCS)**

Asurit Ltd 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 is not a member of the FSCS and therefore is not covered by this scheme.

**Please note:** It should be noted that the **Policy**

**Administrator** and the **Insurer** share common beneficial ownership.

### Law and Legal Proceedings Applicable

This policy is governed by English law. If there is a dispute it will only be dealt with in the courts of England. This policy is written in English and all communication between the parties must be in English.

### Data Protection Act 2018

Please note that any information provided to Smart-Cover Insurance Services will be processed in compliance with the provisions of the Data Protection Act 2018, for the purposes of providing insurance services and managing claims, if any, which may necessitate providing such information to third parties. You can review our Privacy Policy on our website <https://smart-cover.co.uk>.

### Fair Processing Notice (FPN)

#### **Use of personal information**

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

More information about **Our** use of personal data is set out in the City & Commercial Insurance Company Privacy Notice which can be found on **Our** website <https://cityandcommercialinsurance.com/> alternatively **You** may also request a copy of the Privacy Notice by contacting the Data Protection officer at, City & Commercial Insurance Company (PCC) Limited, Normandie House, Rue a Chiens, St.Sampson's, Guernsey, GY2 4AE. **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 (EEA), but has a robust and effective regulatory framework. City & Commercial Insurance Company (PCC) Limited is required to comply with the EU 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-EU citizen.

#### **Use of personal data for which consent is required**

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

#### **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 and other third parties to those who need to know that information for the purposes set out above.

#### **Fraud**

The **Insured** must not act in a fraudulent way. If the **Insured** or anyone acting for the **Insured** or the user:

- makes a claim under the insurance knowing the claim to be false or exaggerated in any way; or
- makes a statement in support of a claim knowing the statement to be false in any way; or
- sends **Us** or the **Administrator** any documentation in support of a claim knowing the documentation to be forged or false in any way; or
- makes a claim for any loss caused by the **Insured's** deliberate act or with the **Insured's** agreement; then the **Insurer**:
  - o will not pay the claim or any other claim which has been or will be made under this insurance policy;
  - o may declare the insurance void;



o will be entitled to recover from the Insured the amount of any claim already paid under the insurance;  
o will not return any of the **Premiums**;  
o may pass Your details to the authorities should it become necessary for investigative purposes.

**We reserve the right to terminate the policy when We identify any false information You provided or if fraudulent claim is established.**