



Insurance by smart – Policy Summary



This is a summary of your policy.

It does not contain the full terms and conditions of the contract of insurance. For full details of all the terms and conditions, please refer to your policy booklet, your certificate of motor insurance and your policy schedule. Full details of the policy benefits and all of the terms, conditions and exclusions that apply to them are listed in the relevant sections within the policy booklet.

The Insurer	Please refer to your certificate of motor insurance, which confirms the insurer that underwrites the motor insurance policy. Section 10 of the policy is underwritten by Inter Partner Assistance S.A.	
Level of Cover	Comprehensive – This covers damage to your vehicle by accident, fire, theft and malicious damage. It also covers you and any other people entitled to drive your vehicle for any injury and damage caused to other people and their property.	
Period of Insurance	This is a twelve month policy. Please refer to your certificate of motor insurance for the period that cover is in force.	
Cancellation	<p>You have the right to cancel your policy within 14 days of the date of purchase or your renewal date or the day you get your policy documentation for the same whichever is the later.</p> <p>You will be entitled to a refund of the premium paid, less a proportionate deduction for the time the insurer has provided cover but please note that if you have made a total loss claim (also known as a “write off”) or there has been an incident where you could make a total loss claim there will be no refund.</p> <p>Following the expiry of the 14 day cooling off period, you continue to have the right to cancel this policy at any time during the period of insurance. If you do so, and no claim(s) have been paid, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time the insurer has provided such cover.</p> <p>If you cancel the policy after the 14 day cooling off period Insurance by smart will charge a cancellation fee to cover their administration costs. For details of the fee that is applicable please see your Terms of Business with Insurance by smart.</p> <p>To cancel this insurance at any time please call 0345 603 3330.</p>	
In the event of a claim	Please call our 24 hour accident helpline on 0344 4933 232	
Features & Benefits	Significant Exclusions and Conditions (please also see overleaf)	Section
<p>Cover for your vehicle If your car is lost, stolen or damaged, the insurer may, at their option:</p> <ul style="list-style-type: none"> • Pay for your vehicle to be repaired; or • Replace your vehicle; or • Pay a cash amount for the loss or damage <p>The most the insurer will pay is the market value of your vehicle or the value you declared, whichever is the lower at the time of any loss.</p>	<p>Damage to tyres by braking or by punctures, cuts or bursts.</p> <p>Loss or damage arising from theft while your vehicle has been left unattended with:</p> <ul style="list-style-type: none"> • the ignition keys in or on your vehicle; • the engine running; • the windows, sunroof, roof or doors left open and unlocked; or • any security devices not activated. 	1
<p>New Vehicle Replacement If the car is within 12 months of being purchased as new.</p>	<p>Your vehicle will be replaced with a new one of the same make, model and specification if:</p> <ul style="list-style-type: none"> • the cost of repair is more than 60% of the list price • the vehicle is owned by you or your partner or has been purchased under a hire purchase agreement • you or your partner are the first registered owners of your vehicle or are the second registered keepers of your vehicle, where your vehicle has been pre-registered in the name of the manufacturer or supplying dealer, providing at the time of purchase by you or your partner the mileage was less than 250 miles. <p>Vehicles sold as 'ex-demonstrators' and 'nearly new' do not qualify for replacement under this Section.</p>	1
<p>Glass in windscreens, sunroofs and windows in your car and any scratching to the bodywork caused by the glass breakage,</p>	<p>The insurer will not pay:</p> <ul style="list-style-type: none"> • to repair or replace any windscreens, sunroofs or windows not made of glass • more than the market value of your vehicle 	1



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Features & Benefits	Significant Exclusions and Conditions (please also see overleaf)	Section
<p>Uninsured Driver Promise If your vehicle is involved in an accident with an uninsured driver your No Claims Discount will not be reduced.</p>	<p>Provided:</p> <ul style="list-style-type: none"> • you can provide the details of the other driver and the registration and make and model of that vehicle. • the driver of your car was not at fault. 	1
<p>Third Party Liability Death or injury caused to any persons, including passengers and for damage done to other people's property. A limit of £20,000,000 applies to third party property damage claims, in addition there is a limit of £5,000,000 for legal costs and other expenses incurred for such claims.</p>		2
<p>Personal Accident Benefit Covers you or your partner for death and for loss of limbs, sight or hearing. The most the insurer will pay any one person after any accident is £10,000. The most the insurer will pay in any period of insurance is £20,000.</p>	<p>This Section does not cover:</p> <ol style="list-style-type: none"> 1. Corporate bodies or firms. 2. Death or bodily injury arising from suicide or attempted suicide. 3. Deliberately injuring yourself or your partner. 4. Any result of natural disease or weakness. 5. Death or bodily injury to you or your partner if you or your partner had not complied with the law relating to the use of seat belts. 6. Injury or death, if at the time of the incident, the driver was under the influence of drink or drugs in excess of the legal limits in the country where the incident occurred. 	3
<p>Medical Expenses Offering benefit for anyone injured in your car up to the value of £500.</p>		4
<p>Personal Belongings Up to £500 for personal belongings which are in or on your vehicle.</p> <p>Child seat(s) Your insurer will contribute up to £100 per child seat even if there is no apparent damage.</p>	<p>This Section does not provide cover for:</p> <ol style="list-style-type: none"> 1. Money, stamps, tickets, documents or securities (such as share and premium bond certificates), vouchers, cheque books, debit, credit or loyalty cards or jewellery, including watches. 2. Goods or samples carried in connection with any trade or business. 3. Any loss following theft if your vehicle was unoccupied at the time of the loss, unless it was locked and the ignition key was not on or in your vehicle. <p>You are not covered under this section unless you are also claiming for damage to your vehicle under Section 1.</p>	5
<p>Foreign Use Comprehensive cover to use your vehicle within the Territorial Limits.</p>	<p>This cover is subject to your vehicle being normally kept in the United Kingdom and trips being of a temporary nature, not exceeding three calendar months in any one trip.</p>	8
<p>Territorial Limits Covered</p>	<p>Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, the Republic of Ireland, Andorra, Austria, Belgium, Bulgaria, the Czech Republic, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland.</p>	Definitions
<p>Replacement locks If your keys are lost or stolen. Your No Claims Discount will not be affected and no excesses are applicable.</p>	<p>Subject to the insurer being satisfied that any person who may have the ignition keys or lock, transmitter knows the identity or location of your vehicle. You are not covered if the Ignition keys or lock transmitter are left in or on your vehicle.</p>	9



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<p>Legal Assistance – Section 10 of the policy Covers the costs of legal proceedings pursuing a claim for uninsured loss or defence against motoring prosecution involving your vehicle.</p>	<p>For full details of the exclusions that apply to Section 10 of the policy please see the separate key facts section for Legal Assistance.</p> <p>Please note that Section 10 of the policy is underwritten by Inter Partner Assistance S.A.</p>	<p>10</p>
<p>Courtesy/Hire vehicle A standard vehicle (a minimum, of a small, 1.0L vehicle with 3 doors) will be provided while your vehicle is in for repairs or if it cannot be repaired or is stolen and not recovered then a standard vehicle will be provided for up to 14 days.</p>	<p>Your vehicle must be repaired by an approved repairer and the insurer will only supply a vehicle if your claim is accepted.</p>	<p>11</p>
<p>The following benefits may also apply to your policy</p>		
<p>Protected No Claims Discount This only applies if you selected this cover.</p>	<p>Please see the scale that applies for your policy on the policy schedule.</p>	
<p>Driving Other Cars This section will only apply to you if you are 25 or over at the inception date of the policy and your certificate of insurance will confirm if you have this benefit.</p>	<p>If it applies, this provides third party only cover, only for you (and not for other drivers insured on your policy) to drive other cars that don't belong to you. It only applies in the United Kingdom and you must have the owner's permission to drive their car. Their car must also have a current and valid policy of insurance. Please refer to your policy document for further information.</p>	
<p>Summary of significant general exclusions and general conditions</p>		
<p>This is a summary only. For full details of all policy exclusions, please refer to the policy document. For full details of the exclusions specified below please see the appropriate section within the policy booklet.</p>		
<p>Exclusion</p>	<p>Summary</p>	<p>Refer to the section below for full details</p>
<p>Compulsory Excess - £250 Please note that the insurer may apply a higher excess than £250 dependent on the make, model and specification of your vehicle. If a higher excess applies it will be shown on your policy schedule.</p>	<p>The amount you will have to pay towards the cost of your claim if your vehicle is lost, stolen or damaged. This applies whether or not the claim is your fault and includes claims for accidental damage, theft, fire and malicious damage.</p>	<p>Section 1 – Excesses and your policy schedule</p>
<p>Voluntary Excess If you have elected to pay a voluntary excess this will be shown on your policy schedule.</p>	<p>If you have selected an additional voluntary excess it will be in addition to the compulsory excess shown above and on your policy schedule.</p>	<p>Section 1 – Excesses and your policy schedule</p>
<p>Young or inexperienced driver excesses Aged 20 or under - £300 Aged 21-24 - £200 Aged 25+ holding a provisional licence or within 1 year of holding a full UK or EU licence - £150</p>	<p>This additional excess will be added to the compulsory excess and any voluntary excess you have selected but only in respect of accidental damage claims.</p>	<p>Section 1 – Excesses and your policy schedule</p>
<p>Glass excess</p>	<p>You will have to pay an excess of £75 for glass claims. Please note that a higher excess than £75 may apply to glass claims and this is dependent on the make, model and specification of your vehicle. If a greater excess applies, this will be shown in your Policy Schedule.</p>	<p>Section 1 - Glass in windscreens, sunroofs or windows</p>
<p>This policy will not cover Loss of use or reduction in value</p>	<p>Following a repair, by wear and tear, mechanical, electrical and computer breakdown, failure or breakages.</p>	<p>Section 1 - Exclusions</p>
<p>This policy will not cover any Confiscation, requisition or destruction</p>	<p>By or under the order of any government, public or local authority.</p>	<p>Section 1 - Exclusions</p>
<p>Valid Driving Licence</p>	<p>This policy will not cover any loss, damage or liability that happens whilst the vehicle is being driven by someone who doesn't hold a driving licence.</p>	<p>General Exclusions</p>
<p>Use</p>	<p>This policy will not cover any loss, damage or liability that happens when your vehicle is being used for something it is not insured for.</p>	<p>General Exclusions</p>



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Summary of significant general exclusions and general conditions (cont/d)

Your duty to prevent loss or damage	You must protect your vehicle from loss or damage and maintain your vehicle in an efficient and roadworthy condition at all times.	General Conditions
Your duty to comply with all of the terms of this policy	Provision of insurance under this policy is conditional upon you, any person entitled to drive your vehicle and anyone else whose liability is covered under your policy having met the terms and conditions of your policy as far as they can apply. Any declarations made or statements given to the insurer or to Insurance by smart verbally electronically or in writing, or in the statement of fact on which this policy is based are complete and correct as far as you know.	General Conditions

Complaints Procedure

Insurance by smart hope that you will be very happy with the service provided to you. However if for any reason you are unhappy with it, we would like to hear from you. Full details of the complaints procedure are available on request and can be found in your policy document under the section headed Complaints Procedure. Following the complaints procedure does not affect your right to take legal action.

Insurance by smart and all of the insurers connected with this policy are covered by the Financial Ombudsman Service. If you have complained and we have been unable to resolve your complaint, you may refer your complaint to the Financial Ombudsman Service free of charge within six months of receiving the final response letter at:
The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: 0800 023 4567 (free from landlines) or 0300 123 9123
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

If any of the insurers are unable to meet their obligations to you then you may be entitled to compensation from the FSCS. The contact information is
Financial Services Compensation Scheme
10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU
Telephone: 0207 741 4100 Email: enquiries@fscs.org.uk

Motor Insurance by smart is arranged by Daimler Insurance Services UK Limited.

Registered Office: Tongwell, Milton Keynes, MK15 8BA. Registered in England No. 3510012.

We are authorised and regulated by the Financial Conduct Authority. We are an independent intermediary dealing with selected insurers in respect of annual Motor Insurance. For mutual security calls are recorded and monitored for training purposes.



Applicable to Section 10 of your motor insurance policy

Policy summary

This is a summary of the terms and conditions applicable to Section 10 of your Insurance by smart policy. The full terms and conditions for this Section can be found in Section 10 of your policy document and you should read them carefully. This policy is underwritten by Inter Partner Assistance S.A. which is a member of the AXA Assistance Group and managed on their behalf by Arc Legal Assistance Limited.

Significant features and benefits	Significant exclusions or limitations	Policy section
<p>Uninsured Loss Recovery & Personal Injury The costs incurred by an insured person for</p> <ul style="list-style-type: none"> i) negotiation by us, or ii) if we agree it is necessary, the negotiation, or the bringing of court proceedings, by appointed legal representatives that we will arrange, recover uninsured losses and damages for personal injury or death following a collision between your vehicle and another vehicle relating to: <ul style="list-style-type: none"> • Loss of or damage to your vehicle • Damage to any personal property owned by an insured person or for which the insured person is legally responsible whilst in or on your vehicle • Death or personal injury to an insured person whilst in, on or mounting or dismounting from your vehicle <p>Passengers and drivers on your motor insurance policy will, with your permission, also get the benefit of the cover set out above.</p>	<p>We will only pay costs to a maximum of £100,000 in relation to uninsured loss recovery & personal injury claims.</p> <p>In relation to personal injury claims only, there is no cover under this policy for representation in the small claims track or any other proceedings where costs cannot be recovered from the third party.</p> <p>Costs incurred before Albany Assistance Limited agrees to arrange an appointed legal representative to help an insured person are excluded. You are not covered for any costs incurred whilst you are represented by any other legal representative unless court proceedings are started or a conflict of interest arises.</p> <p>Albany Assistance Limited is free to choose an appointed legal representative to help the insured person.</p> <p>Events which may give rise to a claim which have not been reported to us within 180 days of their occurrence.</p> <p>Any costs or liability you incur or an insured person incurs for any services supplied to you or an insured person.</p> <p>There is no cover for claims for stress, psychological or emotional injury unless it arises from you suffering physical injury.</p>	<p>DEFINITIONS: Costs, Limit of Indemnity, Insured Incident & Insured Person</p> <p>Exclusion 12.</p> <p>Exclusion 3.</p> <p>CONDITIONS: 4. Representation d</p> <p>Exclusion 2.</p> <p>Exclusion 21</p> <p>COVER: Uninsured Loss Recovery and Personal Injury; What is not insured.</p>
<p>Territorial limits:</p> <p>The policy cover applies to accidents that happen in the territorial limits of Great Britain, Northern Ireland, Isle of Man, Channel Islands, any other Country which is a member of the European Union, Norway, Switzerland, Iceland, Andorra and Liechtenstein</p>		<p>DEFINITIONS: Territorial Limits</p>



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Cancellation right

Please see the Cancellation Conditions Section of your Insurance by smart policy booklet for cancellation within 14 days of the date of purchase or the day you receive your documentation from smart, (whichever is the later).

Duration of cover

The period of your motor insurance policy which runs alongside this Motor Legal Protection Policy and does not exceed 12 months.

Making a claim

If you wish to make a claim, please telephone our claims helpline on 0344 571 2717.

How to make a complaint

If you wish to make a complaint about the service you have received under Section 10 of your Insurance by smart policy please contact the Quality & Support Department first by calling 0800 953 7122 or write to the Quality & Support Department, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR.

If you wish to make a complaint about a claims decision under Section 10 of your Insurance by smart policy, please contact Arc Legal Assistance Limited, The Gatehouse, Lodge Park, Lodge Lane, Colchester CO4 5NE. 01206 615000. Email customerservice@arclegal.co.uk

If we have given you a final response and you are still unhappy, or more than 8 weeks have passed since we received your original complaint, you may refer your complaint to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London, E14 9SR. Email complaint.info@financial-ombudsman.org.uk or go online www.fos.org.uk. Tel: 0800 0234 567 or 0300 123 9 123.

Financial Services Compensation Scheme

If smart, the insurer or any of the companies in Section 10 are unable to meet their liabilities, you may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance you have. Compulsory insurance is covered for 100% of the claim and non-compulsory insurance is covered for 90% of the claim.

Further information is available from: Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Telephone: 0207 741 4100. Email: enquiries@fscs.org.uk.