



Insurance by smart terms and conditions & data policy

Whose products do we offer?

Insurance by smart offers products from a carefully selected panel of insurers. The insurers we use are:

For First Cover policies, our free 7-day motor insurance:

- ABC Insurance
- Ageas Insurance
- Aviva Insurance
- Highway Insurance

For annual policies:

- ABC Insurance
- Ageas Insurance
- Aviva Insurance
- AXA Insurance
- Covea Insurance
- Highway Insurance
- Markerstudy Insurance

We provide cover for the below products from a single insurer:

- Legal Expenses Insurance - AmTrust Europe Ltd
- Excess Assist - Astrenska Insurance Limited (not available on First Cover policies)
- Breakdown Cover - AmTrust Europe Ltd (not available on First Cover policies)

Making a claim

Our claims are managed by our accident management company, Auxillis. If you need to make a claim you should call 03450 40 20 91.

Demands and needs statement

This policy meets the demands and needs of those who require insurance cover for their car. For a summary of the cover provided by this policy please see the Insurance Product Information Document enclosed. If you require further assistance, please call us on 03450 40 20 91.

Which service will we provide you with?

We will act for you when we establish your insurance requirements, when we match your needs to available products, and when we provide the key features of a policy, but you will not receive advice from us. We may ask some questions to narrow down the selection of products that we provide details on. You will then need to make your own choice about how to proceed. We will be acting as an agent of the insurer when we administer the policy/policies.

What will you have to pay for our service?

For annual policies, in addition to the premiums and charges made by your insurer, we reserve the right to make an administration charge for mid-term changes. If you have chosen to pay monthly, please refer to the Paying by instalments section regarding fees payable by Premium Credit Limited (PCL) contained within this terms and conditions document as there are additional fees associated with PCL.

If you cancel your annual policy within the first 14 days of your policy inception or the date you receive your policy documentation, whichever is later, then no fee will be payable. If you cancel your policy outside of the first 14 days but prior to the agreed or natural expiry, an expiry fee will apply. Please see table below.

	New business set up	Mid term change	Renewal	Cancellation in cooling off period	Cancellation outside of cooling off period
Ageas	£0.00	£20.00	£0.00	£0.00	£35.00
Aviva	£0.00	£20.00	£0.00	£0.00	£63.00
Axa	£0.00	£20.00	£0.00	£0.00	£35.00
Covéa	£0.00	£20.00	£0.00	£0.00	£35.00
LV, ABC, Highway	£0.00	£20.00	£0.00	£0.00	£35.00
Markerstudy	£0.00	£20.00	£0.00	£0.00	£35.00

Your insurer is named on your certificate of motor insurance.

For First Cover policies there is no charge for administration.

Do we receive commission?

We arrange the policy with the insurer on your behalf. You do not pay us a fee for doing this. For annual policies, we receive commission from the insurer which is a percentage of the total annual premium.

You are entitled at any time to request information regarding any commission which we may have received as a result of placing your insurance business.

Protecting your money

For annual policies, prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer (in which case your insurance is treated as being paid for), or we hold it in a client bank account on trust for you. We operate a 'Non Statutory' Trust Account for client money. This means that we may use funds held for you to pay premiums on behalf of customers who have not yet paid us or to provide returns of premium to customers when we have not received the return premium from the insurer. We may need to transfer your money to another intermediary in some cases in order to complete the arrangement of cover for you. However, your money will be protected at all times because of our requirements under the FCA rules. We also reserve the right to retain interest earned on this account. We will take your reading of these Terms of Business and your instructions to arrange cover to indicate that you understand and have given your consent for us to operate in this way.

Who regulates us?

Insurance by smart is a trading name of Mercedes-Benz Insurance UK Limited, Registered in England No. 03510012. Registered office: Delaware Drive, Tongwell, Milton Keynes, England, MK15 8BA. Authorised and Regulated by the Financial Conduct Authority under firm reference 311715. You can check this on the Financial Services Register by visiting the FCA's website: www.fca.org.uk.

All motor policies are arranged and administered on behalf of Insurance by smart by Lloyd Latchford Group Limited, Registered in England No. 05988054. Lloyd Latchford Group Limited is authorised and regulated by the Financial Conduct Authority under firm reference 496330 at registered business address Embankment West Tower, 101 Cathedral Approach, Salford, Greater Manchester, M3 7FB.

For mutual security, calls are recorded and/or monitored for training purposes. Please note, we may decline to quote in some circumstances.

You can check this on the Financial Services Register by visiting the Financial Conduct Authority's website www.register.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

What to do if you have a complaint

We hope that you will be very happy with the service we provide, however, if you wish to register a complaint, please contact us by:

Post: Customer Services Manager,
Insurance by smart
Artisan, Hillbottom Road
High Wycombe
HP12 4HJ

Email: customerservice@
insurancebysmart.co.uk

Telephone: 03450 40 20 91

If we cannot settle your complaint with us, you are entitled to refer it to the Financial Ombudsman Service. You may request a copy of our complaints handling procedures by simply phoning the above number.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are 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 90% of the claim, without any upper limit.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without upper limit.

How your personal information will be used

At Insurance by smart and Lloyd Latchford Group Limited we take your privacy seriously. Your personal information will only be used to provide the products and services you have requested and not be used for marketing purposes unless you have agreed to this. Where we have legitimate interest we may also contact you to ensure that you are aware of the period and terms of cover.

Data Controllers in respect of our services and insurance policies will be Mercedes-Benz Insurance UK Limited, Lloyd Latchford Group Limited, the insurers and if applicable the premium finance partner, Premium Credit Limited. The Data Controllers may need to share your details with third parties in order to provide the services to you. It may be disclosed to the regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules or codes. Your information may also be used for renewal, research, statistical purposes and crime prevention. It may be transferred to any country, including countries outside of the European Economic Area for any of these purposes or administration.

Appropriate safeguards are in place to ensure data held in the UK and other countries remains secure. Data will only be retained for as long as necessary. In the case of Insurance by smart this will generally not exceed 7 years after our relationship has ended.

In order to verify identity, help prevent fraud and provide you with the correct premium and payment options, Mercedes-Benz Insurance UK Limited, Lloyd Latchford Group Limited and insurers, will obtain information from third parties. This may include a credit report but where this is the case it will be clear that it is for a quotation only. Your personal data is protected by legal rights, which include your rights to object to our processing of your personal data; request that your personal data is erased or corrected; request access to your personal data. You also have a right to complain to the Information Commissioner's Office which regulates the processing of personal data.

For more information relating to the use of your personal data, including how to exercise your data protection rights please contact the relevant Data Protection Officer, you can refer to the Mercedes-Benz data protection policy here <https://www.mercedes-benz.co.uk/passengercars/content-pool/tool-pages/legal/privacy-statement.html>

Data protection

Insurance by smart takes your privacy seriously. Unless you have agreed otherwise your personal information will only be used to provide the products and services you have requested from us, to administer your policy, and to contact you where there is a legitimate interest. We will duly and diligently safeguard the privacy and confidentiality of your data. For more information on how we use your data, please see our Privacy Policy which is available on request and at <https://www.mercedes-benz.co.uk/passengercars/content-pool/tool-pages/legal/privacy-statement.html>

Insurance by smart use a panel of insurers to provide insurance cover. Your documentation will confirm which Insurance company you have selected. If you would like to view the Insurer's Privacy Notice, you will find it in the section titled 'statement of car insurance' or 'statement of demands and needs'.

Data protection – insurers

For more information on how the insurers we work with will use your personal data, to access or request a printed copy of the fair processing notice or contact the insurer about data protection, please go to the Data Protection section of your cover schedule.

Data protection – Aviva privacy notice

Aviva Insurance Limited is one of the insurers for the Insurance by smart First Cover and annual cover and is a data controller for these purposes. Aviva collect and use personal information about you so that they can provide you with a policy that suits your insurance needs. For an explanation of the most important aspects of how Aviva use your information, their privacy notice can be found at www.aviva.co.uk/privacypolicy or you can request a copy by writing to them at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

Data protection – Auxillis Limited privacy policy

We are committed to protecting and respecting your privacy.

We sit between the person that sold you your insurance policy and the policy underwriter. We use your personal data to arrange insurance. We will also use your personal data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations. We receive your personal data from the person that sold you your insurance policy and we will share it with the policy underwriters. If we transfer your personal data outside of the European Economic Area we will only do so in accordance with current regulations. You have the right to ask us to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements. If you have any questions concerning our use of your personal data, please contact info@auxillis.com; our full privacy notice is on our website at <https://www.auxillis.com/legal-privacy.aspx> but be aware that it also deals with other Auxillis products and services which are not relevant to Auxillis's role in arranging your insurance policy.

Insurance fair treatment policy

Insurance by smart fully support the aims of the regulator, the Financial Conduct Authority, with regard to the fair treatment of customers purchasing insurance. We recognise that fairness can be subjective and offer the following comments to expand our intentions:

- Insurance products offered to you will be explained clearly, including important limitations or exclusions and cost, by staff who understand the product and via the supporting documentation.
- Our staff will recognise your needs as the most important factor in any discussion.
- The products and services will meet reasonable expectations in the event of claims.
- Your feedback, including complaints will be used to challenge the products and services provided. If at any time you have reason to believe that you have not been treated fairly, please let us know using the complaints contact provided.

You should show these notices to anyone insured to drive the vehicle(s) covered under the policy.

At renewal

We will contact you prior to your policy renewal date and provide you with a renewal quote. We will confirm if you have selected auto renewal in the renewal invite letter. If you have selected auto renewal your policy will renew automatically, and you do not need to do anything. If you have selected auto renewal but you don't want your policy to renew, you need to contact us to let us know.

If you have not selected auto renewal and you wish to renew, you will need to contact us to confirm you are happy with your renewal quote and instruct us to go ahead with your renewal.

You can contact us on 03450 40 20 91 should you wish to discuss this further.

Continuous renewal payment authority – e.g. instalments PCL

For annual policies, where you select or have selected a continuous premium payment method, you will be notified in writing prior to renewal and, unless we hear otherwise, the policy will automatically be renewed. The renewal premiums will be collected from your specified bank account to ensure you are always covered. We will retain your bank account details to pay or refund other premiums that may become due following changes to the policy.

First Cover policies provide cover for 7 days, therefore are not subject to a renewal offer.

Payment of premium

For annual policies, we normally accept payment by debit card or credit card. Unless otherwise agreed, premiums are payable on demand. Unless an acceptable reason for non-payment by the due date is given and acknowledged and agreed in writing, it will be assumed that further cover is not required, and the insurer reserves the right to cancel or lapse the policy or cover. If you do not pay your premium by the due date or fail to make payments on any loan you have taken out to finance the premium, then Insurance by smart may cancel the insurance policy and take steps to recover their debt.

For First Cover policies no payment will be collected from you.

Contract of insurance

This insurance is administered by Lloyd Latchford Group Limited, acting as an independent intermediary. The contract of insurance is between you and the insurer named on your policy certificate.

Telephone calls and recording

The calls to 03 prefixed numbers are charged at local call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection, telephone calls may be recorded and/or monitored.

Documentation

You should keep a record (including copies of any letters) of any information supplied to us or that we supply to you. You should check that any documents we supply are accurate and contact us if there are any errors. If you have any questions about your policy or if you do not understand any part of it please contact us.

Withholding documentation – annual policies only

Pending full payment of your premium or administration charges we may withhold documentation. However, we will ensure you receive full details of your insurance cover and will provide you with any documents which you are required to have by law.

Fraud prevention and detection

To prevent and detect fraud we may at any time:
Share information about you with other organisations and public bodies including the Police; Undertake credit searches and additional fraud searches;
Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We can supply on request further details of the databases we access or contribute to. We and other organisations may also search these agencies and databases to: Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household; Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies; Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.

Claims history

Under the conditions of your policy, you must tell us about any insurance related incidents (such as fire, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident, we will pass information relating to it to a database. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

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:

- i. Electronic Licensing
- ii. Continuous Insurance Enforcement
- iii. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- iv. The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving. If you are involved in an 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 his or her 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 hold 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. You can find out more about this from us, or at www.mib.org.uk. You should show these notices to anyone insured to drive the vehicle(s) covered under this policy.

Paying by instalments

For annual policies only, Insurance by smart use Premium Credit Ltd (PCL) to provide a loan that allows you to finance the payment of your insurance policy. The loan is repaid by a Direct Debit facility, where you pay a deposit to us (if applicable) and pay the balance of your premium over equal monthly instalments to PCL. This is called a monthly payment plan.

Interest will be charged for the term of the loan at a fixed rate of 12% per annum.

Insurance by smart solely use PCL to provide finance to our customers and we may receive a commission for introducing customers to them. Insurance by smart acts as the "Credit Broker" and PCL is "The Lender". Your personal information and the bank details you provide to us will be passed to them and they will contact you via mail, email or text. PCL may use a credit reference agency that leaves a record of the search, or other information about you, to carry out credit and anti-money laundering checks. PCL may also make credit assessments based upon any previous payment history you may have had with them.

Can anyone make use of the monthly payment plan facility?

Credit is subject to status. To be eligible, customers must:

- be 18 years old or over.
- hold a UK bank account (capable of accepting Direct Debit instructions).
- not have been declared bankrupt in the last 12 months.
- have a UK residential or BFPO address.
- not have entered into an Individual Voluntary Arrangement (IVA).
- not had 2 or more unsatisfied County Court Judgments (CCJs)* against them in the last 12 months.
- not had more than 3 unsatisfied County Court Judgments (CCJs)* in the last 2 years

*or any other judgment(s) in relation to debt.

Will PCL charge any fees for use of their monthly payment plan facility?

PCL will send you a credit agreement. It is important that you read, sign, and return this document. A fee will be charged if the agreement is not signed and returned to PCL within the specified period of time, details of the fees charged by PCL are contained in the table below.

If PCL change your monthly payment date where you request it, PCL will charge you a fee. Details of the fees charged by PCL are contained in the table below.

Further fees apply for failure to make payment, please refer to the consequences of non-payment section.

Premium Credit Limited

Service	Fee charged by Premium Credit Limited
Set up	£5.00
Mid term change	£5.00
Non return of application	£25.00
Non-payment of instalment	£25.00 each occasion

Interest will be charged for the term of the loan at a fixed rate of 12% per annum.

Can I withdraw from my credit agreement with PCL?

You have the right to withdraw from the credit agreement within 14 days from the day on which the agreement was made or the day on which you received the terms and conditions – whichever is later.

What are the consequences of non-payment?

Failing to make a payment when it is due or cancelling your Direct Debit Instruction without advising us, or PCL, breaches the terms of the credit agreement and could have a number of consequences, which include termination of the credit agreement.

This in turn could result in the insurance policy financed by the credit agreement being cancelled, and/or you may have to immediately pay the full outstanding balance. PCL will charge you a fee on each occasion that this happens. In addition, Insurance by smart may use a debt collection agency to recover unpaid insurance monies due to them based on the full outstanding amount owed to us, including any cancellation fee, if this is necessary. Ultimately, failure to pay may result in action being taken that could affect your future ability to obtain credit from any source. It is important that you contact Insurance by smart or PCL as soon as you are aware you may have difficulty in making a payment. You can contact PCL on 0344 736 9820 or Insurance by smart on 03450 40 20 91.

Please note: if a claim has been settled against your policy you are liable for the full annual premium.

Premium credit is not available on First Cover policies.

If you have any questions relating to any of the information contained within this document, please contact our Customer Service Team on: 03450 40 20 91 who will be able to assist you further. All calls are charged at local rates and may be recorded.

Insurance by smart

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