



BeSmart Breakdown – Plan/Membership

Wording

Welcome

Thank **you** for buying **your** Motor **Breakdown** plan from BeSmart Holdings Limited. As an independent Motor **breakdown** provider in the UK, we work with a network of national breakdown specialists. **We** provide a 24 hour, 365 day a year service through **our** network of recovery operators throughout the UK and Europe.

Statement of Demands and Needs

This breakdown membership meets the demands and needs of persons wishing to ensure that they are covered in the event of a **breakdown**. As with any membership plan, it does not meet all situations and **you** should read the terms and conditions of this plan in connection with **your** plan timetable to ensure that **you** have chosen a level of membership that meets **your** specific needs.

The General Notes and Definitions detailed in page 1 & 3 will help with the understanding of this document.

Service Provider

This service is provided by Be Smart Holdings Ltd. Registered in England and Wales. Registered Company Number: 11823241. Registered office address: Streat Place 1st Floor, St. Peters Road, Bournemouth, United Kingdom, BH1 2LT.

Who to Call if You Breakdown

If **your vehicle** breaks down in the **territorial limits (UK)** please call **our** 24 hour Control Centre on:

01206 714 301

If **you** are deaf, hard of hearing or speech impaired, please send a text message containing **your** full name, plan or membership number, **vehicle** registration and plan postcode to 07537 404890.

Definitions

Certain words in this plan have a special meaning and these words are defined below. To help make this plan/membership easy to understand, wherever they appear in the plan **we** have highlighted them in bold.

Accident

A collision immediately rendering the **vehicle** immobile or unsafe to drive.

Breakdown

An electrical or mechanical failure, lack of fuel, flat battery, or puncture to the **vehicle**, which immediately renders the **vehicle** immobilised.

Callout

The deployment of a **recovery operator** to **your vehicle**.

Commercial Use

A **vehicle** used for commercial use, we are unable to cover.

Home Address

The last known address within the **territorial limits (UK)** recorded on **our** system where **your vehicle** is ordinarily kept.

Passengers

All non-fare paying persons travelling with the **vehicle** at the time of the **breakdown**, up to the legal carrying capacity of the **vehicle**.

Period of Plan

The duration of this plan as indicated on **your plan timetable** for a period not exceeding twelve months.

Plan Timetable

The document provided by the organisation **you** purchased this plan from detailing the **period of plan**, eligible **vehicle(s)**, and type of membership.

Recovery Operator

The independent technician **we** appoint to attend the **breakdown**.

Rescue Coordinator

The telephone operator employed by **us**.

Specialist Equipment

Non-standard apparatus or recovery vehicles which in the opinion of the **recovery operator** are required to safely recover the **vehicle**. **Specialist equipment** includes but is not limited to winching, skates, sliders, dolly wheels, donor wheels and a crane lift.

Suitable Garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and where the remedial work undertaken can be evidenced in writing.

Territorial Limits (UK)

Great Britain, Northern Ireland, the Isle of Man, and (for residents only) Jersey and Guernsey.

Us, We, Our

Be Smart Holdings Ltd.

Vehicle

The **vehicle(s)** specified on **your plan timetable** as being eligible for this membership.

You, Your

The person named as the plan/membership holder in the **plan timetable** or the driver of the **vehicle** as applicable.

What to do if You Breakdown

If **your vehicle** breaks down please call **our** 24 hour Control Centre on:

01206 714 301

If **you** are unable to make a connection, please contact **us** on 01206 714 301.

Please have the following information ready to provide to **our rescue coordinator**:

- **Your** return telephone number
- **Your** plan number and **vehicle** registration
- The precise location of **your vehicle** (or as accurate as **you** are able in the circumstances).

If **you** are deaf, hard of hearing or speech impaired, please send a text message containing **your** full name, plan number, **vehicle** registration and plan/membership postcode to 07537 404890.

Once **we** have taken **your** details and made all the arrangements **we** will contact **you** to advise which **recovery operator** will be attending and how long they are expected to take. Where possible, please ensure **your** mobile phone is available to accept calls at all times in case **we** need to contact **you**. **You** will need to be with **your vehicle** when the **recovery operator** arrives. If **you** would prefer not to wait with the **vehicle** or it is unsafe to do so, please inform **our rescue coordinator** who will arrange a call on approach so **you** have sufficient time to return to the **vehicle**.

It is **your** responsibility to guard **your** safety and abide by the rules of the Highway Code. Please advise **our rescue co-ordinator** if **you** feel it is not safe to remain within eyesight of the **vehicle**.

In the event of a **breakdown** on a motorway where **you** have no means of contacting **us** or are unaware of **your** location, please use the nearest SOS box and advise the Emergency Services of **our** telephone number, they will then contact **us** to arrange assistance. If the Police or Highways Agency are present at the scene, please advise them that **you** have contacted **us** and provide them with **our** telephone number to call **us** on **your** behalf.

Your Plan

as shown in **your plan/membership timetable**

Please read the following benefits of your plan in accordance with the level of membership **you** have purchased which is detailed on **your plan/membership timetable**.

Generic Excess

We reserve the right to charge excesses and or administration fees in various instances.

- Misfuel, if you have put the incorrect fuel in your vehicle, you will be required to pay a £69 excess.
- Repeat fault, If you request assistance for the same fault within any 90 day period we will charge a £79 excess
- Pre existing fault, if we or our recovery mechanic or specialist believes it is a fault that existed before the membership plan was in place, we will charge you a £79 excess.

Roadside Assistance & Local Recovery

The following service is provided with all levels of

membership: Roadside Assistance

In the event of a **breakdown** within the **territorial limits (UK)**, which occurs more than a one-mile radius/straight line from **your home address** and during the Period of your membership, **we** will arrange and pay for a **recovery operator** to attend the **breakdown** and where appropriate, spend up to 60 minutes to try and repair the **vehicle**.

Local Recovery

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the roadside **we** will assist in the following way:

Either:

- Arrange and pay for **your vehicle** and the **passengers** to be recovered to the nearest **suitable garage** which is able to undertake the repair within 10 miles from the scene of the **breakdown**.

Or:

- If the above is not possible at the time or the repair cannot be made within the same working day, **we** will arrange for the **vehicle** and the **passengers** to be recovered to **your** chosen destination up to 10 miles from the scene of the **breakdown**.

Recovery of **your vehicle** and **passengers** must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

If **your vehicle** requires recovery, **you** must immediately inform **our rescue co-ordinator** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

Alternative Travel UK*

If **you** have selected to include this additional service and if highlighted on your membership plan, **We** will pay up to £250 towards the cost of alternative transport or a hire vehicle up to 1600cc to allow **you** to complete **your** original journey. **We** will also pay up to £150 towards the cost of alternative transport for one person to return and collect the repaired **vehicle**.

Emergency Overnight Accommodation UK*

If **you** have selected to include this additional service and if highlighted on your membership timetable, **We** will pay up to £150 for

a lone traveller or £75 per person towards the cost of overnight accommodation including breakfast for the **passengers** whilst **your vehicle** is being repaired. The maximum Emergency Overnight Accommodation payment per incident is £500.

Emergency Overnight Accommodation and Alternative Travel benefits are available under the following conditions following a **breakdown** in the **territorial limits (UK)**:

- The **vehicle** must be repaired at the nearest **suitable garage** to the **breakdown** location
- The **vehicle** cannot be repaired the same working day
- The **breakdown** did not occur within 20 miles of **your home address**
- **We** will determine which benefit is offered to **you** by assessing the circumstances of the **breakdown** and what the most cost effective option for us is.

*These services may be offered on a pay/claim basis, which means that **you** must pay initially and **we** will send **you** a claim form to complete and return for reimbursement. Before arranging these services, authorisation must be obtained from **our rescue co-ordinator**. The plan will only pay for a hire **vehicle** which **we** deem is appropriate for **your** requirements and is available at the time. **We** will only reimburse claims when **we** are in receipt of valid proof of payment.

Caravans and Trailers

If **you** have selected to include this additional service and if highlighted on your membership plan In the event of a **breakdown** where **your** caravan/trailer is attached, providing the caravan/trailer is fitted with a standard 50mm tow ball coupling hitch and does not exceed 7 metres/23 feet in length (not including the length of the A-frame and hitch), **your** caravan/trailer will be recovered with **your vehicle** at no extra cost.

Loss of Keys

If **you** have selected to include this additional service and if highlighted on your membership plan If **you** lose, break, or lock **your vehicle** keys within **your vehicle**, **we** will pay the **callout** and mileage charges back to the **recovery operator's** base or **your** preferred destination if closer. All other costs incurred, including any **specialist equipment** needed to move the **vehicle**, will be at **your** expense.

Message Service

If **you** require, **we** will pass on two messages to **your** home or place of work to let them know of **your** predicament and ease **your** worry.

BUDGET Roadside Assistance & Local Recovery

If **you** have opted and paid for our Budget **Roadside Assistance & Local Recovery Membership Package** there is a £49 Excess fee. it includes the same benefits as **Roadside Assistance and Local Recovery**, but a £49 excess payment will be due before any assistance can be organised.

Roadside Assistance, Local Recovery & Home Start

If **you** have opted and paid for **Roadside Assistance, Local Recovery & Home** includes the same benefits as **Roadside Assistance and Local Recovery**, with the addition of Home Assist.

Please note if you do breakdown at your registered home address, a £35 excess payment will be due before any assistance can be organised.

Home Assist

We will arrange and pay for a **recovery operator** to attend a **breakdown** at or within a one-mile radius/straight line of **your home address** and where appropriate, spend up to 60 minutes to try and repair the **vehicle**.

If, in the opinion of the **recovery operator**, they are unable to repair the **vehicle** within 60 minutes at the scene of the **breakdown**, **we** will arrange and pay for **your vehicle** and the **passengers** to be recovered to the nearest **suitable garage** which is able to undertake the repair within 10 miles from the scene of the **breakdown**.

Recovery of **your vehicle** and **passengers** must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

If **your vehicle** requires recovery, **you** must immediately inform **our rescue co-ordinator** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

Roadside Assistance & Nationwide Recovery

If **you** have opted and paid for **Roadside Assistance & Nationwide Recovery** it includes the same benefits as **Roadside Assistance & Local Recovery**, with the addition of Nationwide Recovery.

Nationwide Recovery

If **your vehicle** cannot be repaired by a **suitable garage** within the same working day, **we** will arrange and pay for **your vehicle** and the **passengers** to be recovered to the **home address**, or if **you** would prefer and it is closer, **your** preferred destination within the **territorial limits (UK)**.

Recovery of **your vehicle** and **passengers** must take place at the same time as the initial **callout** otherwise **you** will have to pay for subsequent **callout** charges.

If **your vehicle** requires recovery, **you** must immediately inform **our rescue co-ordinator** of the address **you** would like the **vehicle** taken to. Once the **vehicle** has been delivered to the nominated address, the **vehicle** will be left at **your** own risk.

Roadside Assistance, Nationwide Recovery & Home Start

If **you** have opted and paid for **Roadside Assistance, Nationwide Recovery & Home Start** it includes all of the same benefits as **Roadside Assistance and Nationwide Recovery**, with the addition of Home Assist.

Please note if you do breakdown at your registered home address, a £35 excess payment will be due before any assistance can be organised.

General Notes

Uninsured Service

We can usually provide assistance for services which are not covered under this plan. All costs (including an administration fee) must be paid for immediately by credit or debit card.

Change of Vehicle

Our plan only caters for the **vehicle** registered on **our** database, therefore any change must be notified immediately by contacting the organisation **you** purchased this plan from. Please provide them with **your membership or plan** number, the new registration, make, model and colour of **your vehicle** and the date **you** wish to make the change.

Call Recording

To help **us** provide a quality service, **your** telephone calls may be recorded but will only be shared with partner organisations directly relevant to the **breakdown** service **we** provide.

Governing Law

This plan will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.

Language

The contractual terms and conditions, and other information relating to this contract will be in the English language.

Measurements

A Home Assist is calculated using a straight line from the **home address** to the location of the **breakdown**. All other measurements are calculated using driving distances.

Garage Repairs

Any repairs undertaken by the **recovery operators** at their premises are provided under a separate contract, which is between **you** and the **recovery operator**.

Multiple Vehicle Policies

Multiple **vehicle** policies must be registered to one address within the **territorial limits (UK)**.

Signing Documentation

You may be asked to sign documents by the **recovery operator** which relate to the service being provided. Whilst **you** are not required to sign such documents, failure to do so may result in further services being denied. Please do not sign any documents until **you** have read and understood the content in full. In the event **you** require assistance with understanding such documents please contact **us** on 01206 714 301.

Emergency Repairs

Emergency repairs undertaken at the roadside by **recovery operators** cannot be guaranteed and in some cases, will not be attempted. Due to the nature of roadside assistance it is not always possible for **recovery operators** to accurately diagnose the fault with the **vehicle** or state whether the **vehicle** is in a roadworthy condition or otherwise safe to drive. **Recovery operators** are not instructed to conduct **vehicle** health inspections.

Exclusions

applying to all sections unless otherwise stated

This membership does not include the following: -

1. a) Any caravan/trailer where the total length exceeds 7 meters/23 feet (not including the length of the A-frame and hitch) and where it is not attached to the **vehicle** with a standard 50mm tow ball coupling hitch.
b) Breakdowns or **accidents** to the caravan or trailer itself.
2. Assistance following an **accident**, theft, fire, or vandalism.
3. A **vehicle** with a gross vehicle weight of 3.5 tonnes (3,500kg) or more.
4. A **vehicle** that's width is 8ft 3in (2.55m) or more which constitutes the overall width of the vehicle bodywork excluding mirrors, measured at the widest points.
5. **Vehicle's** used for business use
6. Any costs incurred to attend the **vehicle** due to faults with electric windows, sun roofs, broken windows/windcreens or locks not working which prevent the **vehicle** from being parked securely, unless the fault occurs during the course of a journey and **your** safety is compromised.
7. Breakdowns caused by a failure to maintain the **vehicle** in a roadworthy condition including the routine servicing of the **vehicle** in accordance with the manufacturers recommendations or maintaining proper levels of oil and water.
8. Costs incurred in addition to a standard **callout** where service cannot be undertaken at the roadside because the **vehicle** is not carrying a serviceable spare wheel, aerosol repair kit, appropriate jack or, the locking mechanisms for the wheels are not immediately available to remove the wheels. This exclusion does not apply to motorcycles or scooters.
9. **Specialist Equipment**, additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the **breakdown** if **your vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood.
10. Breakdowns caused by overloading of the **vehicle** or carrying more **passengers** than it is designed to carry.
11. Any subsequent Callouts for any symptoms related to a claim which has been made within the last 28 days, unless **your vehicle** has been fully repaired at a **suitable garage**, declared fit to drive by the **recovery operator** or is in transit to a pre- booked appointment at a **suitable garage**.
12. The recovery of the **vehicle** and **passengers** if repairs can be carried out at or near the scene of the **breakdown** within the same working day. If **vehicle** and **passenger** recovery is required **we** will only recover to one address in respect of any one **breakdown**.
13. Any **vehicle** which is not listed on **your plan timetable** as being eligible for **breakdown** cover with **us**.
14. Any request for service if the **vehicle** is being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities.
15. Assistance if the **vehicle** is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.
16. The cost of any parts, components or materials used to repair the **vehicle**.
17. Repair and labour costs other than an hour's roadside labour at the scene.
18. The use of **specialist equipment** occasionally required because

the **vehicle** is not between the kerbs, it has modifications, or nearby obstructions are impeding the usual method of assistance.

19. The cost of draining or removing the incorrect type of or any contaminated fuel.

17. Storage charges.
 18. Any claim within 24 hours of the time the plan is purchased.
 19. Any **breakdown** that occurred before the membership commenced, the **vehicle** was placed on plan, or before the plan was upgraded.
 20. More than six **callouts** per **vehicle** in any one **period of membership**. Should **you** change **your vehicle** mid-term, the number of **callouts** provided to the previous **vehicle(s)** will be carried forward.
 21. Claims totalling more than £15,000 in any one **period of membership**.
 22. Any costs or expenses not authorised by **our rescue co-ordinators** prior to being incurred.
 23. The cost of food (apart from breakfast when overnight accommodation is provided), drinks, telephone calls or other incidentals.
 24. Any charges where **you** or the Emergency Services arrange assistance or repairs by other means unless **we** have agreed to reimburse **you**.
 25. Any damage or loss to **your vehicle** or its contents caused by the **recovery operator**. It is **your** responsibility to ensure personal possessions are removed prior to **your vehicle** being transported.
 26. Nothing in this plan or membership limits **our** liability for death or personal injury caused by the negligence of **us** or **our** employees or for any liability which may not lawfully be limited or excluded. This plan is not a motor liability insurance policy within the meaning of Part VI of the Road Traffic Act 1988.
 27. Any charges where **you**, having contacted **us**, effect recovery or repairs by other means unless **we** have agreed to reimburse **you**.
 28. Any cost that would have been incurred if no claim had arisen.
 29. Any false or fraudulent claims.
 30. The cost of fuel, oil or any insurance/excess in relation to a claim for a hire vehicle.
 31. Overnight accommodation or car hire charges if repairs can be carried out at or near the scene of the **breakdown** within the same working day.
 32. Recovery of the **vehicle** or **your** transport costs to return the **vehicle** to **your home address** once it has been inspected or repaired.
 33. **We** will not pay for any losses that are not directly covered by the terms and conditions of this plan/membership. For example, **we** will not pay for any time that has to be taken off work because of a **breakdown**.
 34. Any cost incurred as a result of **your** failure to comply with requests by **us** or the **recovery operator** concerning the assistance being provided.
 35. A request for service following any intentional or wilful damage caused by **you** to **your vehicle**.
 36. Fines and penalties imposed by courts.
 37. Any cost recoverable under any insurance policy that **you** may have.
 38. Direct or indirect loss, damage or liability caused by, contributed to or arising from: -
 - a) Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - c) Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, riot, rebellion, revolution, military or usurped power.
 39. Any membership which is not specifically detailed within this plan.
- vehicle** is functioning correctly. If **you** do not wait for assistance and the **vehicle** breaks down again within 12 hours, **you** will be charged for the second and any subsequent **callouts**.
5. **We** reserve the right to charge **you** for any costs incurred as a result of incorrect location details being provided.
 6. **We** have the right to refuse to provide the service if **you** or **your passengers** are being obstructive in allowing **us** to provide the most appropriate assistance or are abusive to **our rescue co-ordinators** or the **recovery operator**.
 7. The **vehicle** must be registered to and ordinarily kept at an address within the **territorial limits (UK)** and **you** must be a permanent resident within the **territorial limits (UK)**.
 8. **Vehicles** must be located within the **territorial limits (UK)** when plan is purchased and commences.
 9. When **you** contact **us** for assistance **we** may ask if **your vehicle** is fitted with alloy wheels. **We** must be advised the correct information at this time. If **we** are not made aware and **we** are unable to provide service promptly or efficiently through the **recovery operator** who will be assisting **you**, **you** will be charged for any additional costs incurred.
 10. If in **our** opinion the **vehicle** is beyond economical repair or the cost of the claim is likely to exceed the market value of the **vehicle** in its current condition following the **breakdown**, **we** have the option to pay **you** the market value of the **vehicle** in its current condition and pay **your** transportation costs to **your home address**. It will be **your** responsibility to apply for a Certificate of Destruction or other such document and **you** will be required to pay for any storage costs whilst this is obtained. If **you** would prefer the **vehicle** to be transported to **your home address** or original destination, this can be arranged but **you** will need to pay any costs which exceed the market value of the **vehicle** in its current condition. If the **vehicle** is beyond economical repair, **you** will have one week to advise **us** of how **you** wish to transport or dispose of the **vehicle**. If **you** do not contact **us** within one week **you** consent to **us** to dispose of the **vehicle**.
 11. If **we** are able to repair **your vehicle** at the roadside, **you** must accept the assistance being provided and immediately pay for any parts supplied and fitted by debit or credit card. If **you** do not have sufficient funds to pay for the parts, all further membership and plan for the claim for this product will cease.
 12. In the event **you** use the service and the claim is subsequently found not to be covered by the plan **you** have purchased, **we** reserve the right to reclaim any monies from **you** in order to pay for the service.
 13. **We** may decline service if **you** have an outstanding debt with **us**.
 14. If **you** have a right of action against a third party, **you** shall co-operate with **us** to recover any costs incurred by **us**. If **you** are covered by any insurance policy for any costs incurred by **us**, **you** will need to claim these costs and reimburse **us**. **We** reserve the right to claim back any costs that are recoverable through a third party.
 15. **Recovery Operators** comply with laws and regulations limiting the number of hours they can drive for. Regular breaks and 'changeovers' may be required when transporting **your vehicle**.
 16. The transportation of livestock (including dogs) will be at the discretion of the **recovery operator**. **We** will endeavour to help arrange alternative transport but **you** will need to pay for this service immediately by credit or debit card.
 17. Regardless of circumstances, **we** will not be held liable for any costs incurred if **you** are unable to make a telephone connection to any numbers provided. If **you** are unable to make a connection on any of the numbers provided, please call 01603 327180.
 18. The plan/membership is not transferable.

General Conditions

applying to all sections

1. **We** will provide a membership plan if:
 - a) **You** have met all the terms and conditions within this plan.
 - b) The information provided to **us**, as far as **you** are aware, is correct.
2. Details of **your plan** may not reach **us** by the time assistance is required. In this unlikely event, **we** will assist **you** however before assistance can be provided **we** will ask to take a pre- authorisation on a credit or debit card for the estimated cost of the assistance. If **we** receive confirmation that **you** have adequate membership plan the reserved funds will be released. If **we** receive confirmation that **you** do not have adequate membership plan **we** will take payment for any other costs.
3. The driver of the **vehicle** must remain with or nearby the **vehicle** until help arrives.
4. If a **callout** is cancelled by **you** and a **recovery operator** has already been dispatched, **you** will lose a **callout** from **your** plan. **We** recommend **you** to wait for assistance to ensure the

Should **you** wish to contact **us**, **we** can be contacted by:

- Email: customerservices@besmartuk.com

Cancellation Rights

This plan/membership has a cooling off period of 14 days from the time **you** receive this information or from the purchase date, whichever is the later. If **you** do not wish to continue with the plan **we** will provide a refund of premium paid, providing no claim has been made.

You may cancel **your** plan after the 14 day cooling off period but no refund of premium is available.

A refund of payment is not available for plans where the Period of membership is less than one month.

We have the right to cancel this plan/membership at any time by sending 7 days notice to **your home address** however **we** must have valid reasons for doing so. Valid reasons include but are not limited to:

- Suspected or proven fraud
- Non-payment of premium when it is due
- **We** discover **you** are no longer have an eligible plan with **us**
- If **you** are threatening or abusive to **our** staff or the people **we** instruct to assist with **your breakdown**, including the **recovery operators**.

In such situations, providing no claim has been made, **we** will refund the unexpired portion of **your** premium.

Please call the organisation **you** purchased this plan from to discuss.

Our Promise To You

We aim to provide a high standard of service. Please telephone **us** if **you** feel **we** have not achieved this and **we** will do **our** best to rectify the problem immediately.

Complaints Procedure

Any complaint **you** have regarding **your** plan should be addressed to:

Customer Services,

Be Smart Ltd

Streat Place 1st Floor, St. Peters Road, Bournemouth, United Kingdom, BH1 2LT.

And email to customerservices@besmartuk.com

Please include the details of **your** plan and in particular **your** plan/membership number, to help **your** enquiry to be dealt with speedily.

We promise to:

- acknowledge **your** complaint within three working days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint when **we** send **our** acknowledgement letter; and
- respond to **your** complaint within eight weeks. If this is not possible for any reason, **we** will write to **you** to let **you** know when **we** will contact **you** again.

If **you** remain dissatisfied with **our** final decision or if **you** have not received **our** final decision within 8 weeks of **us** receiving **your** complaint, short of court action, **you** can ask Office of fair trading or citizens advice bureau for further advice.

Be Smart Privacy Policy

Sharing your personal data

We will only share **your** personal data in the following circumstances:

- it has been authorised by **you**;
- it is with regulatory bodies,
- it is with fraud prevention and credit reference agencies;
- it is required by law;
- it is provided to **recovery operators** or other suppliers as required to fulfil **our** contractual and legal obligations in plan wording and in which case **your** personal data will be limited to the minimum ordinarily required for service provision only; additionally, these suppliers will only be able to use **your** personal data to provide the specific services described in this Plan.

Your rights

Under the terms of Data Protection Legislation, **you** have a number of rights in relation to the personal data **we** hold about **you**:

- the right to ask for a free copy of any personal data **we** hold about **you**;

- the right to ask for correction of any inaccurate personal data held;
- object to the use of **your** personal data for direct marketing;
- withdraw any permission **you** have previously given to **us** to process **your** personal data;
- complain to the Information Commissioner's Office if **you** are not satisfied with **our** use of **your** data;
- ask for **your** personal data to be deleted from **our** system/database.

Please note that there are times when **we** will not be able to delete **your** data. This may be as a result of **us** fulfilling **our** legal and regulatory obligations, or where there is a minimum, statutory period of time for which **we** have to keep **your** personal data. If **we** are unable to fulfil a request **we** will always let **you** know **our** reasons.

Should **you** wish to exercise any of **your** rights under the Data Protection Legislation, please direct enquiry to the Data Protection Officer, Be Smart Holdings Ltd, email customerservices@besmartuk.com

Or write to: Streat Place 1st Floor, St. Peters Road, Bournemouth, United Kingdom, BH1 2LT.

Collecting your personal data

When **you** apply for a **breakdown Plan** with **us**, **we** will collect a variety of information about **you** including **your** personal data such as **your** name, address, contact details, date of birth and IP address (which is a unique number identifying **your** computer). Where relevant, **we** will also collect special categories of data (sensitive data) about **you** such as details regarding **your** health.

We will also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to this industry; and firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

Using your personal data

The main reason **we** collect **your personal** and/or special categories of data is because **we** need it to provide **you** with the appropriate membership plan as well as to manage **your membership** which may include handling a claim or issuing documentation to **you**. **Our** assessment of **your** plan application may also involve an automated decision to determine whether **we** are able to provide **you** with a quotation. If **you** object to **your** data being processed by automated decision-making, then **we** will not be able to provide **you** with a **breakdown plan**.

We will also use **your** data where **we** feel there is a justifiable reason for doing so for example: to collect information regarding **your** past policies; carry out research and analysis (including profiling); and record and monitor calls.

Keeping your personal data

Your data is considered to be an important asset to **us** and as such **we** make every effort to ensure the necessary measures are in place to prevent unauthorised or inappropriate access, use, modification, disclosure or destruction.

Measures **we** take to keep **your** personal data secure include, but are not limited to:

- making regular backups of files;
- protecting file servers and workstations with virus scanning software;
- using a system of passwords so that access to data is restricted;
- allowing only authorised staff into certain computer areas;
- using data encryption techniques to code data when in transit;
- ensuring that staff are only given sufficient rights to any systems to enable them to perform their job function.

Use and storage of your personal data

We will retain **your** personal data for a maximum of seven years from the end of the relationship with Be Smart, in line with **our** legal and regulatory requirements. In any situation where the retention period is longer, **we** will inform **you** of this.

Where possible, **we** will anonymise or remove **your** personal data that is no longer required for the purpose(s) for which it was obtained.

Your data may be transferred to, stored or processed outside the European Economic Area (EEA) - see **our** online Privacy Policy for full details. **We** will not transfer **your** data outside the EEA unless it is to a country which is considered to have equivalent data protection laws or where **we** have taken all reasonable steps to ensure the recipient company has suitable standards in place to protect it.

Call Recording

To help **us** provide a quality service, **your** telephone calls may be recorded.