

1 ABOUT YOUR POLICY

- 1.1 What is Combined Gap Insurance Plus?
Combined Gap Insurance Plus covers **You** in the event **Your Vehicle** is declared a **Total Loss** by **Your** motor insurer and this causes a financial loss which is not met by **Your Motor Insurance Policy** settlement. The cover varies according to how **You** financed **Your Vehicle**, as below:
- 1.1.1 For a **Vehicle** that is not bought on finance it makes up any shortfall between the **Loss Value** and the **Purchase Invoice Price** of **Your Vehicle**.
- 1.1.2 For a **Vehicle** that is purchased using a **Finance Agreement** it makes up any shortfall between the **Loss Value** and the greater of the outstanding finance on **Your Vehicle** or the **Purchase Invoice Price** of **Your Vehicle**. Please note **We** will only pay the element of the outstanding balance that relates directly to the price of the **Vehicle**.
See the definition of '**Finance Settlement**' in Section 3.
- 1.2 Claims
The **Administrators** are appointed by **Us** to handle all claims under this insurance. Their telephone number is 01279 456500. More details can be found in Section 8, How to Make a Claim.
- 1.3 Language
Certain words throughout this document have specific meanings and are shown in uppercase bold. These are listed and defined in section 3. All insurance documents and all communications with **You** about this **Policy** will be in English. If **You** have any disability that makes communication difficult, please tell AutoProtect (MBI) Limited and they will be pleased to help. Contact details are shown in Section 10.
- 1.4 Insurance Documents
Please ensure **You** read **Your Policy Schedule** together with this **Policy** document and keep them in a safe place. This **Policy** wording includes important details about the cover provided and any exclusions that may apply. **Your Policy Schedule** contains **Your** details, details of the **Vehicle** and the **Period Of Insurance**. Please check that the information contained in the **Policy Schedule** is correct and that it meets **Your** requirements. If it does not, or if **You** have any questions, please contact **Customer Service**.

2 ELIGIBILITY

You can apply for this **Policy** if;

- 2.1 **You** are the owner of the **Vehicle**.
- 2.2 **You** are the insured person and named as the policyholder in the comprehensive **Motor Insurance Policy** for the **Vehicle**.
Note: motor trade insurance policies of any type are excluded.
- 2.3 Any **Finance Agreement**, **Contract Hire Agreement** or **Lease Agreement** secured on the **Vehicle** is in **Your** name.
- 2.4 **You** must be a permanent resident of the United Kingdom unless posted to a combat zone as a serving member of **HM Armed Forces**.

3 DEFINITIONS

The following words will have the meanings described below wherever they appear in this **Policy** document.

- 3.1 **Administrators** means AutoProtect (MBI) Limited, Warwick House, Roydon Road, Harlow, Essex CM19 5DY.
Telephone: 01279 456500.
- 3.2 **Cap** is an independent **Vehicle** value guide published monthly by **Cap Automotive Limited**, used by the insurance industry in assessing vehicular values.
- 3.3 **Claim Limit** is the maximum benefit covered under the **Policy** of £50,000.
- 3.4 **Contract Hire Agreement** or **Lease Agreement** means the agreement between **You** and the lease company for the contract hire or lease hire of **Your Vehicle**.
- 3.5 **Cover Start Date** means the start date of cover shown on the **Policy Schedule**.
- 3.6 **Customer Service** means Future 45 Ltd. email@apgcover.co.uk 0208 543 6006. Warwick House, Roydon Road, Harlow, Essex CM19 5DY.

- 3.7 **Date of Loss** means the date of the incident to the **Vehicle** in respect of which a **Total Loss** claim is subsequently paid under the **Motor Insurance Policy**.
- 3.8 **Dealer Fitted Accessories** means manufacturer approved accessories fitted by the **Motor Dealer** who sold **You** the **Vehicle**.
- 3.9 **Excluded Vehicles** means any which:
- 3.9.1 Have been modified in any way from the manufacturer's specification;
 - 3.9.2 Are owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing motor **Vehicles**;
 - 3.9.3 Are used for hire or reward, taxis, racing, pace making, speed testing, reliability trials, rallying, or **Vehicles** used for any other competitive event;
 - 3.9.4 Are over 3500kg gross weight;
 - 3.9.5 Are of the following makes: Abarth, Aston Martin, Bentley, Bristol, Bugatti, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Hummer, Honda NSX models, Lamborghini, Lancia Thema, Lotus, Maserati, Maybach, McLaren, Mitsubishi 3000GT, Marcos, Noble, Rolls Royce, TVR and Vans above 3500kgs GVM. Kit cars;
 - 3.9.6 **Vehicles** with a **Purchase Invoice Price** above £120,000;
 - 3.9.7 Are emergency **Vehicles**, driving school **Vehicles**, buses, scooters, motorcycles, invalid carriers, or **Vehicles** which have been modified other than in accordance with the manufacturer's specifications and any make of **Vehicle** not built for principle sale in the UK;
 - 3.9.8 Are **Grey Imports**;
 - 3.9.9 Are left hand drive, and any **American** make of **Vehicle** unless manufactured as right-hand drive for the UK market;
 - 3.9.10 Are not mentioned in **Glass's Guide** or **Cap**;
 - 3.9.11 Purchased more than 90 days before the purchase date of the **Policy**;
 - 3.9.12 Any **Vehicle** not taxed and legal for use on a public highway.
- 3.10 **Finance Agreement** means the agreement between **You** and the **Finance Company** for the purchase of the **Vehicle** including **Contract Hire Agreements** or **Lease Agreements**.
- 3.11 **Finance Company** means any **Finance Company** or any other lender with whom **You** have agreed a **Finance Agreement**.
- 3.12 **Finance Settlement** is the amount **You** require to settle the element of **Your Finance Agreement** that relates to the **Purchase Invoice Price** of the **Vehicle** only. N.B. If **You** borrowed more than the **Purchase Invoice Price** on the **Finance Agreement**, **You** will still have an outstanding balance after **We** have settled **Your** claim. For example, **You** may have borrowed to pay for insurance premiums, new **Vehicle** registration fee, fuel and **We** would not pay any outstanding balance relating to such items.
- 3.13 **Glass's Guide** is an independent **Vehicle** value guide published monthly by Glass's Information Services Limited, used by the insurance industry in assessing vehicular values.
- 3.14 **Grey Import** means any a **Vehicle** that was not built to **EU Vehicle** type approved standards and/or was not sold as new in the **EU** by the manufacturer's official concessionaire or agent.
- 3.15 **HM Armed Force** means regular members of the Royal Navy, Royal Marines, Royal Air Force and Regular Army which will include Ghurkhas and Reserve Forces.
- 3.16 **Instalment Plan** means a process by which payment for **Your Policy** is made where **You** have elected to pay **Your** premium by monthly instalments.
- 3.17 **Invoice** means the invoice supplied to **You** for the **Vehicle** provided by an entity registered for VAT for the purpose of providing motor vehicles in the U.K.
- 3.18 **Loss Value** is the **Total Loss** payment under the **Comprehensive Motor Insurance Policy**.
- 3.19 **Market Value** means the Retail Transacted Value in **Glass's Guide** or **Cap** for the cost of replacing the **Vehicle** with one of the same make, model trim level, recorded mileage, age and overall condition. **We** reserve the right to have an independent valuation undertaken should the specification not be available within **Glass's Guide** or **Cap** or it is suspected that the condition of the **Vehicle** is such that this would affect the **Glass's Guide** or **Cap** value. There will be no value allowance for non-standard fittings, other than a reduction should any non-standard fittings be considered to have a detrimental effect on retail prospects and/or value.

Combined Gap Insurance Plus

- 3.20 **Motor Dealer** means a **Vehicle** dealership or **Vehicle** distribution business that sells new or used **Vehicles** at the retail level, based on a dealership contract with a manufacturer or its sales subsidiary. It employs automobile salespeople to sell their automotive **Vehicles**. It may also provide maintenance services for **Vehicles**, and employ automotive technicians to stock and sell spare automobile parts and process warranty claims.
- 3.21 **Motor Insurance Policy** means a comprehensive **Motor Insurance Policy** issued by an authorised UK motor insurer which insures against accidental loss of or damage to the **Vehicle** throughout the **Period of Insurance**. Note: motor trade insurance policies of any type are excluded.
- 3.22 **Negative Equity** means an amount carried over from a previous **Finance Agreement** which is not directly linked to the purchase of the **Vehicle** insured by the **Policy**.
- 3.23 **Period of Insurance** means the period from the **Cover Start Date** as shown in the **Policy Schedule**, until the earliest of the following dates:
- The **Policy** reaches the cover end date as shown in **Your Policy Schedule**;
- 3.23.1 The **Vehicle** is no longer in **Your** possession;
- 3.23.2 **You** submit a valid claim against the **Policy**;
- 3.23.3 Any payment for the **Policy** is not paid in full or is cancelled by **You**;
- 3.23.4 **You** choose to cancel the **Policy**;
- 3.23.5 **We** cancel the **Policy** in accordance with **Our** cancellation right.
- 3.24 **Policy** This document together with the application and **Policy Schedule**.
- 3.25 **Policy Schedule** means the document which forms part of the insurance contract between **You** and **Us**. It contains **Your** name, address, **Vehicle** details and details of the level of cover provided.
- 3.26 **Premium** means the amount shown in the **Policy Schedule**.
- 3.27 **Purchase Invoice Price**:
- The price paid by **You** for the **Vehicle** (including all factory fitted accessories and after any discount and **Deposit Contribution** given, but excluding any new **Vehicle** registration fee, fuel, insurance **Premiums**, service plans, delivery charges, paintwork and upholstery protection kits, insurance and warranty **Premiums**, any finance arrears and any such associated costs and any **Negative Equity**).
- 3.28 **Territorial Limits** means the area in which the **Policy** is effective and are the UK, Northern Ireland, the Channel Islands, member countries of the European Community and any other country for which an International Motor Insurance Green Card in respect of the **Vehicle** is effective at the **Date of Loss**. The **Vehicle** can only be used outside of the UK for a maximum of 90 days per year.
- 3.29 **Total Loss** means when the **Vehicle** is either stolen or not recovered, or is deemed beyond economic or constructive repair under **Your Motor Insurance Policy**, following material damage or fire.
- 3.30 **Vehicle** means the **Vehicle** specified in **Your Policy Schedule**. It can be any **Vehicle** registered and principally used in the UK, having a maximum **Purchase Invoice Price** of £120,000, including **Dealer Fitted Accessories** up to £1,500, which is the subject of a **Finance Agreement** or cash purchase and which is less than 7 years old and has covered less than 80,000 miles at the **Cover Start Date** and of the commencement of any associated **Finance Agreement**, is for use on the public highway, is to be principally used in the U.K., has a valid vehicle excise license (vehicle tax disc) and, if **Your Vehicle** is more than three years old, a valid mot. The **Vehicle** cannot be an **Excluded Vehicle**.
- 3.31 **War** means:
- 3.31.1 **War**, invasion, acts of foreign enemies, hostilities or warlike operations (whether **War** be declared or not), civil **War**, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- 3.31.2 any act of terrorism, or any act of **War** or terrorism involving the use of or release of a threat to use any nuclear weapon or device or chemical or biological agent.
- 3.32 **We/Us/Our** means Red Sands Insurance Company (Europe) Limited, Level 3 Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar, and are regulated by the Gibraltar Financial Services Commission (firm reference no 87598). **We** are the insurer for **Your Policy**.
- 3.33 **You/Your/Yourself** means the purchaser and registered keeper of the **Vehicle**.

4 WHAT IS COVERED

If within the **Period of Insurance** and within the **Territorial Limits** an incident occurs which results in the **Vehicle** being a **Total Loss** under Your **Motor Insurance Policy**, this insurance **will pay**:

- 4.1 For a **Vehicle** that is not financed, any shortfall between the **Loss Value** and the **Purchase Invoice Price** of the **Vehicle**.
- 4.2 For a **Vehicle** that is purchased using a **Finance Agreement**, the difference between the **Purchase Invoice Price** of the **Vehicle** (or if greater the **Finance Settlement**) and the **Total Loss** settlement paid under **Your Motor Insurance Policy**.
- 4.3 For a contract hire or lease **Vehicle** it makes up any shortfall between the **Loss Value** and the outstanding finance on **Your Contract Hire Agreement** or **Lease Agreement**.
- 4.4 All the above will include the **Motor Insurance Policy** excess up to an amount of £250.

Only one claim can be made under the **Policy** during the **Period Of Insurance** and the maximum benefit covered under the **Policy** is £50,000.

5 WHAT IS NOT COVERED

- 5.1 Any **Excluded Vehicles**.
- 5.2 Any **Total Loss** of whatsoever nature arising directly or indirectly, in whole or in part, due to any act or omission which is wilful, unlawful or negligent on **You** or the driver of the **Vehicle's** part.
- 5.3 Any **Total Loss** if the **Vehicle** is stolen by any person having access to the keys of the **Vehicle** unless taken by force or violence.
- 5.4 Any **Total Loss** which is not the subject of an indemnity settlement under the accidental damage, fire or theft sections of **Your Motor Insurance Policy**.
- 5.5 Any **Total Loss** as a result of an accident where the driver of the **Vehicle** is under the influence of alcohol, drugs not prescribed by a registered medical practitioner, or drugs prescribed by a registered medical practitioner where a warning against driving has been given.
- 5.6 Additional costs within the **Finance Settlement** for anything other than the purchase of the **Vehicle**. This includes but is not limited to; **Administration** charges, option to purchase charges, late payment charges and arrears.
- 5.7 Where there is **Negative Equity** included within the **Finance Settlement**, any **Negative Equity** will be deducted from the claim settlement figure.
- 5.8 Any excess deducted under the **Motor Insurance Policy** which is more than £250.
- 5.9 Any recoverable Value Added Tax (VAT) where **You** are **Vat** registered.
- 5.10 Any claim resulting in any way from: **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; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 5.11 Any portion of a claimed loss exceeding an amount of £50,000.
- 5.12 Where the **Premium** has not been fully paid the settlement will be reduced by the outstanding **Instalment Plan** payments due.
- 5.13 Any **Total Loss** where **You** are entitled to a replacement **Vehicle** under the terms of **Your Motor Insurance Policy**.
- 5.14 Any **Total Loss** where **Your Motor Insurance Policy** insurer offers to repair **Your Vehicle**, or offers **You** a replacement **Vehicle** in settlement, but **You** have instead requested the claim to be dealt with on a **Total Loss** basis.

6 CONDITIONS AND LIMITATIONS

No benefit will be paid if **You** do not have a **Motor Insurance Policy** in place throughout the **Period Of Insurance**. **You** must comply with the following conditions to have the full protection of the **Policy**. If **YOU** do not comply with them **We** may at **Our** option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of any claim payment.

- 6.1 Duty of Care
 - 6.1.1 **You** must not continue to drive the **Vehicle** after any damage or incident if this could cause further damage to the **Vehicle**. **You** have a duty of care to mitigate any loss following such incident.

- 6.1.2 Contributory Negligence, if the Motor Insurer reduces the amount it **will** pay under **Your** comprehensive **Motor Insurance Policy** because of **Your** contributory negligence, missing service history, MOT or due to the condition of the insured **Vehicle**, **We** will reduce the amount **We** will pay.
 - 6.1.3 Disclosure of Important Information
 - 6.1.4 When **You** applied for this insurance, and/or when **You** applied to make any change to the cover, **You** were asked a number of questions. **We** relied on all of the answers to these questions to decide the terms, including the **Premium** to be charged, upon which **We** offered **You** cover or amended cover.
 - 6.1.5 It is therefore essential that all of the answers **You** gave were truthful, complete and accurate to the best of **Your** knowledge. If any of **Your** answers are later found to be incorrect, incomplete or misleading, this could lead to **Your** insurance being declared invalid, and/or to **Your** claim not being paid or not being paid in full.
 - 6.1.6 For **Your** continued protection **You** should tell US immediately of any changes to this information, in particular a change of address or any **Vehicle** modification. **We** will then advise **You** of any changes in terms.
- 6.2 Policy Transfer
- 6.2.1 The **Policy** only applies to **You** and **Your Vehicle**, it is not transferable to any other **Vehicle**, person or business.
 - 6.2.2 If during the first year of cover, the **Vehicle** is involved in an incident causing it to be written off by **Your** motor insurer and **You** get a replacement **Vehicle** on a "New for Old" basis, **You** will be issued with a new policy of the same duration as **Your** existing cover.
- 6.3 Acceptance of Motor Insurer's Offer
- 6.3.1 This insurance covers **You** for the difference between the **Loss Value** and either the outstanding balance under **Your Finance Agreement** or the **Purchase Invoice Price**.
 - 6.3.2 It is important that **You** understand that **You** should contact **Us** prior to accepting an offer of settlement from **Your** motor insurer. **We** may at **Our** option negotiate with the **Motor Insurance Policy** insurer on **Your** behalf. If **You** accept an offer of settlement with **Your** Motor Insurer before **You** contact **Us** **We** reserve the right to reduce the settlement amount under this **Policy**.
 - 6.3.3 If **Your Motor Insurance Policy** insurer offers **You** a replacement **Vehicle** and **You** choose to decline this offer then no settlement will be due under **Your Policy**.
 - 6.3.4 In the event **You** retain the **Vehicle** after settlement of **Your Total Loss** claim, **We** reserve the right to reduce the settlement under **Your Policy** by the value of the **Vehicle** retained by **You**.

7 CANCELLATION

You have the right to cancel the **Policy** at any time.

7.1 Your Cancellation Rights

If, after buying **Your Policy** and having read the terms and conditions in full, **You** decide it no longer suits **Your** needs, **You** may cancel it at any time. **We** would like to make **You** aware of different circumstances that could affect the amount of premium returned to **You**.

- 7.1.1 If **You** wish to cancel the **Policy** within the first 30 days, **You** must contact **Customer Service**. If the **Policy** is cancelled within the first 30 days of receiving it (cooling off period) **You** will be entitled to a full refund of the **Premium** as long as **You** have not made a claim and do not intend to make a claim.
- 7.1.2 If **You** wish to cancel **Your Policy** after 30 days, **You** will be entitled to a pro-rata refund on the remainder of **Your Policy**. This will be calculated monthly and is paid for each full month left to run, and an administration fee of £35 will be charged to reflect the administrative cost of arranging and cancelling the **Policy** as long as **You** have not made a claim and do not intend to make a claim.
- 7.1.3 Should **You** wish to cancel **Your Policy**, **You** must contact **Customer Service**.
- 7.1.4 If the **Policy** has not been paid in full, **You** will be entitled to a pro-rata refund on the amount **You** have paid under the **Instalment Plan** less the administration fee of £35. If the premium paid to date is lower than the total due for the time the **Policy** has been in force, then **You** will be required to pay the additional amount.

7.2 Our Cancellation Rights

We reserve the right to cancel **Your Policy** at any time. In the event of cancellation, **You** may be entitled to a proportionate rebate of premium in respect of the unexpired **Period of Insurance**. **We** would like to make **You** aware of the different circumstances that could affect the cancellation notice period and amount of any premium which may be returned to **You**.

- 7.2.1 Where a **Policy** is purchased intentionally, or unintentionally, for a **Vehicle** excluded by the **Policy** terms, **Your Policy** will be cancelled ab initio (from the inception date) and any premium paid by **You** will be refunded in full.

7.2.2 Where there is valid reason to do so, **We** may at any time cancel **Your Policy** and will provide **You** with 14 days' notice in writing to the last known email address on **Your** account.

Our reasons for cancelling **Your Policy** may include but are not limited to:

- 7.2.2.1 non-compliance with **Policy** terms and conditions;
- 7.2.2.2 **You** have provided false or misleading information in response to any questions;
- 7.2.2.3 threatening or abusive behaviour;
- 7.2.2.4 in order to comply with any applicable laws or regulations;
- 7.2.2.5 where **You** or someone acting on **Your** behalf deliberately tells **Us** something which is untrue or misleading or **We** can demonstrate, from the relevant circumstances, that reasonable care was not taken to ensure statements made to **Us** were true;
- 7.2.2.6 where there is evidence of dishonesty or deceitful behaviour by **You** or someone acting on **Your** behalf in relation to the cover provided under **Your Policy**;
- 7.2.2.7 where **You** have elected to pay **Your** premium by the **Instalment Plan** and a payment remains unpaid;
- 7.2.2.8 if **You** do not pay the premium or cancel a payment **You** have made.

8 HOW TO MAKE A CLAIM

It is important that **You** understand that **You** should contact **Us** prior to accepting an offer of settlement from **Your** motor insurer. **We** may at **Our** option negotiate with the **Motor Insurance Policy** insurer on **Your** behalf. If **You** accept an offer of settlement with **Your** Motor Insurer before **You** contact **Us**, **We** reserve the right to reduce the settlement amount under this **Policy**.

If **Total Loss** occurs report **Your** claim using the following procedure:

- 8.1 Download the AutoProtect app by searching **Your** app store with the words AutoProtect GAP; or text the word APAPP to 88802. **YOU** will then receive a download link via SMS. Messages are charged at **Your** standard message rate.
- 8.2 Contact the **Administrators** via the app or online at www.apapp.co.uk and notify **Us** of **Your** claim within 90 days of the **Total Loss**.
- 8.3 For claims authorisation, **You** will be asked to provide:
 - 8.3.1 the cause of the **Total Loss**;
 - 8.3.2 **Your** original invoice detailing original purchase price if **You** did not use a **Finance Agreement** to fund the **Vehicle** purchase;
 - 8.3.3 confirmation from **Customer Service** the **Premium** in full or **Premium** under the **Instalment Plan** in respect of the **Policy** has been paid as agreed by **You** at time of purchase of the **Policy**;
 - 8.3.4 proof of payment of the claim for **Total Loss** under the **Motor Insurance Policy**;
 - 8.3.5 a valid crime reference number in the case of malicious damage or theft;
 - 8.3.6 details of the **Finance Settlement** amount including the outstanding balance, remaining term, interest charges etc.

9 CLAIMS CONDITIONS

You must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them, **We** may at **Our** option cancel the **Policy**, refuse to deal with **Your** claim, or reduce the amount of the claims payment:

- 9.1 **Our** Right of Recovery
We may at **Our** sole option take any steps in **Your** name against any person including but not limited to **Your Motor Insurance Policy** insurer to recover any money **We** pay in settlement of **Your** claim. **You** must provide **Us** with all assistance necessary. **We** may also at **Our** option take over negotiations with **Your Motor Insurance Policy** insurer with respect to **Your Total Loss** claim.
- 9.2 Other insurance
If **You** were covered by any other insurance for the same benefit, **We** will only pay **Our** share of the claim.
- 9.3 Disposal
We accept no liability for the responsible disposal of the **Vehicle** or its salvage in any event.
- 9.4 Use of Engineers
At notification of any claim **We** reserve the right to instruct an independent engineer to inspect the **Vehicle** before authorising any claim. Any decision on liability will be withheld until this report is received. When this right is exercised, **We** shall have no liability for any loss to **You** arising from any possible delay.
- 9.5 Fraudulent claims or misleading information
We take a robust approach to fraud prevention. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain benefit under this insurance, **Your** right

to any benefit under this insurance will end, **Your** cover will be cancelled and **We** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** may also inform the police.

10 CUSTOMER SERVICE & COMPLAINTS

We realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. If this happens **We** want to hear about it so that **We** can try to put things right. It is important **You** know that **We** are committed to providing **You** with an exceptional level of service and customer care.

- 10.1 If **Your** complaint is about the way a **Policy** was sold to **You** or the **Policy** terms **You** should contact **Customer Service**.
- 10.2 Complaints Officer: email@apgcover.co.uk 0208 543 6006. The Business & Technology Centre, Stevenage SG1 2DX

If **Your** complaint is about a Claim **You** should address **Your** complaint to the ADMINISTRATORS: The Managing Director, AutoProtect (MBI) Limited Warwick House, Roydon Road, Harlow, Essex CM19 5DY. Tel. No. 01279 456 500.

We will contact **You** within five days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take **Us** longer than four weeks, **We** will tell **You** when **You** can expect an answer. If **We** have not given **You** an answer in eight weeks or **You** have received **Your** final response from **Us** and **You** are still not satisfied, **You** can contact the Financial Ombudsman Service, Exchange Tower, London, E14 9SR. By telephone on 0800 023 4567 or by Email complaint.info@financial-ombudsman.org.uk. This complaints procedure does not affect any legal right **You** have to take action against **Us**. **You** can check the above details by visiting the FCA website: www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

11 COMPENSATION SCHEME

- 11.1 Red Sands Insurance Company (Europe) Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme. **YOU** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100.

12 LEGAL AND REGULATORY INFORMATION

- 12.1 **Premiums and Claims – Your rights**

When handling **Premium** payments from **You** that are due to **Us**, and when handling any **Premium** refund due to **You**, the **Administrators** and **Customer Service** act as **Our** authorised agents. This means that when **You** pay a **Premium** to **Customer Service** it is deemed to have been received by **Us**, and that any **Premium** refund paid by the **Administrators** or **Customer Service** is not deemed to have been paid until **You** have received the payment. Also when the **Administrators** handle a claim **You** make on this **Policy** they act as **Our** authorised agents. This means that any valid claim **You** make with the **Administrators** which is to be settled by a payment, is not deemed to have been settled until **You** have received the payment.

- 12.2 The law & legal proceedings applicable to this insurance

Unless **You** and **We** agree otherwise, the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** live or, if **You** live in the Channel Islands, the law of whichever of those two places **You** live. Any legal proceedings between **You** and **Us** in connection with this contract will, therefore, only take place in the courts of the part of the United Kingdom or, the Channel Islands in which **You** live.

- 12.3 Data Protection

- 12.3.1 Data Protection Privacy And Data Protection Notice:

We and AutoProtect (MBI) Ltd are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation (“Legislation”). This notice sets out the basis on which **We** will process any personal data that **We** collect from **You**, or that **You** provide to **Us**. For the purposes of the Legislation, Red Sands Insurance Company (Europe) Limited will qualify as the Data Controller and AutoProtect (MBI) Ltd will qualify as the Data Processor in relation to any personal data **You** supply to **Us**. Below is a summary of the main ways in which **We** and AutoProtect (MBI) Ltd process **Your** personal data, to see the full Privacy Policies please visit **Our** websites at www.redsands.gi and www.autoprotect.co.uk.

- 12.3.2 Our Privacy Principles:

When **We** collect and use **Your** personal information, it is kept no longer than is necessary, **We** ensure **We** look after it properly and use it in accordance with **Our** privacy principles, **We** keep it safe and will never sell it.

12.3.3 Information **We May Collect Or Receive About You:**

We may collect and process personal data that **You** provide directly to **Us** by filling in forms, sending emails, over the phone or that **We** receive via third parties such as **Our** partners.

12.3.4 How **We** Use **Your** Information:

For the purposes of providing insurance, handling claims, research or statistical purposes and any other related purposes. **We** will also use **Your** data to safeguard against fraud, money laundering and to meet general legal or regulatory obligations.

12.3.5 Disclosure Of **Your** Personal Data:

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf, these include reinsurers, legal advisors, regulatory authorities and as may be required by law.

12.3.6 International Transfers Of Data:

We may transfer **Your** personal data to destinations outside the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely, and in accordance with **Our** privacy notice and the Legislation.

12.3.7 **Your** Rights:

You have the right 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.

Red Sands Insurance Company (Europe) Limited as Data Controller is responsible for **Your** personal data and **Our** full details (including registration and address details) can be found within **Your Policy** wording.

We have appointed AutoProtect (MBI) Ltd to act on **Our** behalf in respect of all matters relating to the protection of **Your** personal data and to oversee questions in relation to this privacy notice. If **You** have any questions about this privacy notice, including any requests to exercise **Your** legal rights, please contact AutoProtect MBI Ltd, Warwick House, Roydon Road, Harlow, Essex CM19 5DY.

12.4 Sanctions

We will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

13 INSTALMENT PLAN

13.1 Instalment Plan

You can conveniently spread the balance of **Your** premium by making a monthly payment over a fixed period of time. This is not a credit agreement and **We** will not search the information a credit reference agency holds about **You**. **Your** payment will not be subject to take account of any changes in interest rates made by the Bank of England.

13.2 Payment Method

Each monthly payment will be applied to the credit/debit card used to pay **Your** deposit.

13.3 Payments

The monthly payment **You** will have to pay, and the transaction fee, are provided at time of purchase.

13.4 Payment Date

Each monthly payment will be deducted from **Your** assigned card on the 1st day of the month starting the 1st day of the month following the date the **Policy** was purchased. **You** do not need to schedule payment, plan payments or make a manual payment on the payment date.

13.5 Consequences Of Non-Payment

You are expected to pay all monthly payments when due. If a payment is not received, **Your Policy** will not cover **You** in the event of a claim that occurs after any unpaid monthly payment was due and before the monthly payment is paid and may ultimately result in cancellation of **Your Policy**. **We** will take action to recover the amount due. In addition **You** will be charged: £20.00 each time a request is returned unpaid; and all reasonable costs, charges and expenses (together with all legal costs recoverable against **You**) incurred by **Us** enforcing our rights.

13.6 Right Of Withdrawal

You have the right to withdraw from monthly payments by paying any balance owing in full. To exercise this right please contact **Customer Service**. Payment must be by debit or credit card over the phone.

13.7 Get More Information

If **You** have any questions about monthly payments please contact **Customer Service**.

Policy Document

Combined Gap Insurance Plus



- 13.8 Change **Your** Payment Card:
To change the payment card please contact **Customer Service**.
- 13.9 Change Payment Date
Payments will always be called for on the 1st day of the month following purchase of the **Policy**.