

1 ABOUT YOUR POLICY

- 1.1 Contract Hire GAP insurance provides cover for **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 will pay:
- 1.1.1 the **Contract Hire** or **Lease Company** the amount by which the early settlement balance exceeds the settlement under your **Motor Insurance Policy**.
 - 1.1.2 up to three (3) monthly rental payments to a maximum of £2,500.00 (including VAT) as a contribution towards a replacement vehicle under a new **Contract Hire** or **Lease Agreement**.
- 1.2 **We** will provide the insurance as stated in this policy. The **Policy Schedule**, which includes the signed declaration and the undertaking to pay the premium, is the basis of the contract and forms part of the policy. The policy contains details of the insurance **You** have bought, what is excluded and the conditions of this insurance.
- 1.3 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 the **Retailer** who arranged this insurance for **You**, or the **Administrator**.

2 ELIGIBILITY

You can apply for this policy if:

- 2.1 The **Vehicle** is subject to a **Contract Hire** or **Lease Agreement**;
- 2.2 Any **Authorised Driver** is named on the comprehensive **Motor Insurance Policy** for the **Vehicle**. Note: motor trade insurance policies of any type are excluded;
- 2.3 Any **Contract Hire** or **Lease Agreement** secured on the **Vehicle** is in **Your** name;
- 2.4 **You** have notified **Us** of any **Vehicle** transfer and **Your** replacement **Vehicle** does not exceed the **Monthly Rental Payment** for the original **Vehicle**. For information on this please contact **Customer Service**;
- 2.5 **You** must be a permanent resident of the United Kingdom or the Channel Islands, unless posted to a combat zone as a serving member of **HM Armed Forces**.
- 2.6 **You** have taken delivery of **Your Vehicle** within 90 days of the **Start Date**.
- 2.7 **Your Vehicle** is not a **Grey Import**.
- 2.8 **Your Vehicle** is 10 years old or less at the inception of the policy.

3 DEFINITIONS

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

- 3.1 **Administrator:** AutoProtect (MBI) Limited, Warwick House, Roydon Road, Harlow, Essex CM19 5DY. Telephone: 01279 456500.
- 3.2 **Authorised Driver:** An individual that is permitted exclusive use of the vehicle by the policyholder and is covered under the policyholder's comprehensive motor insurance policy.
- 3.3 **Contract Hire Agreement** or **Lease Agreement:** The agreement between **You** and the **Contract Hire** or **Lease Company** for the contract hire or lease hire of **Your Vehicle**.
- 3.4 **Contract Hire** or **Lease Company:** The company or **Motor Dealer** who are providing the **Vehicle** to **You** on a contract hire or lease basis.
- 3.5 **Customer Service:** Future 45 Ltd. email@apgcover.co.uk 0208 543 6006. The Business & Technology Centre, Stevenage SG1 2DX.
- 3.6 **Date of Loss:** The date of the incident to the **Vehicle** in respect of which a **Total Loss** claim is subsequently paid under the **Motor Insurance Policy**.
- 3.7 **Deposit Contribution:** Any deposit allowances, discounts, rebates, concessions, cashbacks, incentives or other contribution to the cost of the **Vehicle** not paid by **You**.

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- 3.8 **Excluded Vehicles:** Any which:
- 3.8.1 Have been modified in any way from the manufacturer's specification;
 - 3.8.2 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**;
 - 3.8.3 Are used for hire or reward, taxis, racing, pace making, speed testing, reliability trials, rallying, or **Vehicles** used for any other competitive event;
 - 3.8.4 Are over 5,000kg gross weight;
 - 3.8.5 Are of the following makes: Abarth, Aston Martin, Bentley, Bristol, Bugatti, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Hummer, Honda NSX models, Kit cars, Lamborghini, Lancia Thema, Lotus, Maserati, Maybach, Mitsubishi 3000GT, Marcos, Noble, Rolls Royce, TVR and Vans above 5,000kgs GVM;
 - 3.8.6 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;
 - 3.8.7 Are **Grey imports**;
 - 3.8.8 Are left hand drive, and any American make of **Vehicle** unless manufactured as right-hand drive for the UK market;
 - 3.8.9 Are not mentioned in **Glass's Guide**.
- 3.9 **Finance Agreement:** The agreement between **You** and the finance company for the purchase of the **Vehicle** including contract hire or lease agreements.
- 3.10 **Finance Settlement:** The amount **You** require to settle the element of **Your Finance Agreement** that relates to the **Monthly Rental Payment** of the **Vehicle** only.
- 3.11 **Glass's Guide:** An independent **Vehicle** value guide published monthly by Glass's Information Services Limited, a motor trade publication recognised and used extensively throughout the motor vehicle industry in assessing vehicular values.
- 3.12 **Grey import:** Any **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.
- 3.13 **HM Armed Forces:** Regular members of the Royal Navy, Royal Marines, Royal Air Force and Regular Army which will include Gurkhas and Reserve Forces.
- 3.14 **Instalment Plan:** A process by which payment for **Your** policy is made in instalments over a fixed period of time.
- 3.15 **Insured/You/Your:** The registered keeper of the **Vehicle**, in respect of **Contract Hire** and leasing contracts, who is a company, organisation, sole trader or private individual, named as the policyholder on the comprehensive motor insurance policy for the **Vehicle**.
- 3.16 **Market Value:** The Retail Transacted Value in **Glass's Guide** 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 it is suspected that the condition of the **Vehicle** is such that this would affect the **Glass's Guide** 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. (**Glass's Guide** is a motor trade publication recognised and used extensively throughout the motor vehicle industry to value used vehicles).
- 3.17 **Monthly Rental Payment:** The amount paid by **You** each month to the **Contract Hire or Lease Company** for the use of the **Vehicle** and excluding any service plans, fuel, insurance **Premiums**, Contract Hire arrangement fees, new vehicle registration fees and road fund licence fees.
- 3.18 **Motor Dealer:** 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.
- 3.19 **Motor Insurance Policy:** A fully comprehensive policy of motor insurance which covers the **Vehicle** in respect of damage, fire and theft, and which is maintained in **Your** name throughout the **Period of Insurance**. Note: motor trade insurance policies of any type are excluded.
- 3.20 **Negative Equity:** An amount carried over from a previous **Finance Agreement** which is not directly linked to the purchase of the **Vehicle** covered by the policy.
- 3.21 **Period of Insurance:** The period from the **Start Date** as shown in the **Policy Schedule**, until the earliest of the following dates:
- 3.21.1 The expiry date, as shown in **Your Policy Schedule** is reached;

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- 3.21.2 The policy reaches the cover end date as shown in **Your Policy Schedule**;
 - 3.21.3 **You** or anyone representing **You**, defrauds or deliberately misleads **Us** or the **Administrator**;
 - 3.21.4 The **Vehicle**, as shown in **Your Policy Schedule**, is sold or transferred to a new owner;
 - 3.21.5 **You** submit a valid claim against the policy;
 - 3.21.6 Any monthly instalment on finance for the policy premium is not paid in full;
 - 3.21.7 **You** choose to cancel the policy.
- 3.22 **Policy Schedule:** This contains **Your** details, details of the **Insured Vehicle**, and the **Period of Insurance**.
- 3.23 **Purchase Invoice Price:** The price paid by **You** for the **Vehicle** (including all factory fitted accessories) and after any **Deposit Contributions** given and excluding any, cost of **Vehicle** warranty, new **Vehicle** registration fee, fuel, insurance premiums (including the premium for this policy), service plans, any finance arrears and any such associated costs and any **Negative Equity**.
- 3.24 **Retailer:** The party, person or company who has arranged this insurance on **Your** behalf.
- 3.25 **Start Date:** The date the **Period of Insurance** commences as specified in **Your Policy Schedule**. Normally this will be the date **You** take delivery of the **Vehicle**.
- 3.26 **Territorial Limits:** The United Kingdom and 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**.
- 3.27 **Total Loss:** When the **Vehicle** is either stolen and not recovered, or is deemed beyond economic or constructive repair under **Your Motor Insurance Policy**, following material damage or fire.
- 3.28 **Vehicle:** The **Vehicle** specified in **Your Policy Schedule**. It can be any **Vehicle** registered and principally used in the UK, having a maximum monthly rental up to the amount shown in **Your Policy Schedule**.
- 3.29 **War** means:
- 3.29.1 **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
 - 3.29.2 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.
- 3.30 **We/Us/Our:** The insurers, Red Sands Insurance Company (Europe) Limited is registered in Gibraltar Reg. No: 87598. Registered office: Level 3 Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.

4 WHAT IS COVERED

- 4.1 In return for the payment of the appropriate premium, **We** will provide cover for an incident which occurs whilst the **Vehicle** is within the **Territorial Limits** which results in the **Vehicle** being classed as a **Total Loss** by the **Motor Insurance Policy** underwriter, **We** will pay:
- 4.1.1 Any shortfall between the **Total Loss** settlement by **Your** motor insurer and the outstanding finance on **Your Contract Hire** or **Lease Agreement**;
 - 4.1.2 Up to three (3) monthly rental payments to a maximum of £2,500.00 (including VAT) as a contribution towards a replacement vehicle under a new **Contract Hire** or **Lease Agreement**.
- 4.2 The policy includes modifications to the **Vehicle** for disability access and ease of use unless this is not included within **Your** motor insurers settlement.
- 4.3 This insurance cover will include **Motor Insurance Policy** excess up to an amount of £250.

5 WHAT IS NOT COVERED

Your policy excludes any **Total Loss**:

- 5.1 Which occurred before the inception of this insurance;
- 5.2 Arising directly or indirectly, in whole or in part, due to any act or omission which is wilful, unlawful or negligent by **You** or any **Authorised Driver**;

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- 5.3 Damage or any liability directly or indirectly caused by or contributed to by or arising from: ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component;
- 5.4 Damage or liability occasioned by or happening through **War**, invasion, act of foreign enemy hostilities (whether **War** is declared or not) civil **War**, rebellion, revolution, insurrection or military or usurped power;
- 5.5 Damage, liability or bodily injury arising directly or indirectly from pollution or contamination;
- 5.6 Damage, cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating thereto. For the purpose of this exclusion terrorism means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. However, losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder;
- 5.7 Which is not subject of an indemnity settlement under the accidental damage, fire or theft sections of a **Motor Insurance Policy**;
- 5.8 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;
- 5.9 If the **Vehicle** is stolen by any person having access to the keys of the **Vehicle** unless taken by force or violence;
- 5.10 If any misrepresentation or concealment is made by **You** or on **Your** behalf in support of obtaining the policy or any claim on the policy;
- 5.11 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 **Your** or the driver of the **Vehicle**'s part;
- 5.12 Where **You** have failed to notify **Us** of the transfer or where the **Vehicle** transfer has been rejected;
- 5.13 Where the premium has not been fully paid the settlement will be reduced by the outstanding instalments due.

When making a claim, **Your** policy excludes:

- 5.14 VAT where **You** are VAT registered.
- 5.15 Any costs incurred in excess or outside the liability under this insurance including any form of consequential loss.
- 5.16 Additional costs within the lease/finance settlement for anything other than the purchase of the **Vehicle**. This includes but is not limited to; motor insurance, warranty, payment protection recovery, administration charges, option to purchase charges, late payment charges and arrears, early settlement charges.
- 5.17 Any loss for additional purchases at the time of purchase of the **Vehicle** including but not limited to; administration charges, insurance premiums including the policy, optional extras - car mats, CD players etc, as these will be taken into account in the **Insured Value**.
- 5.18 Where there is **Negative Equity** included within the **Finance Settlement**, any **Negative Equity** will be deducted from the claim settlement figure.
- 5.19 Where a claim is settled with an amount between the motor insurer settlement and the **Purchase Invoice Price**, any additional finance and other charges which inflate the original **Purchase Invoice Price** of the **Vehicle** will be deducted e.g. insurance and warranty premium and fees.

Your policy excludes:

- 5.20 Any excess deducted under the **Motor Insurance Policy** which is more than £250.
- 5.21 Any **Excluded Vehicles**.
- 5.22 Where the monthly rental payment exceeds £2,000 plus VAT.

6 GENERAL CONDITIONS

No benefit will be paid if **You** do not have a **Motor Insurance Policy** in place throughout the **Period of Insurance**.

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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**, or any **Authorised Driver**, 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 covered **Vehicle**, **We** will reduce the amount **We** will pay.
- 6.1.3 **Disclosure of Important Information** - 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. 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.
- 6.1.4 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.
- 6.1.5 The policy only applies to **You** and is not transferable to any other person or business.
- 6.1.6 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, please contact **Customer Service** directly to transfer the remaining duration of the policy.
- 6.1.7 **You** may transfer, at any time, any remaining **Period of Insurance** on the policy due to a change of **Vehicle**, on payment of an administration fee and subject to the replacement **Vehicle** purchase price not exceeding the current price band of the original **Vehicle** and meeting all other conditions and eligibility criteria in this policy.
- 6.1.8 If **You** wish to transfer the policy to a replacement **Vehicle** **You** must contact **Customer Service** within 7 days of the replacement **Vehicle** purchase with the following information:
 - 6.1.8.1 details of the supplying **Motor Dealer** of the replacement **Vehicle**;
 - 6.1.8.2 a copy of the sales invoice when **You** originally purchased **Your Vehicle**;
 - 6.1.8.3 a copy of **Your Motor Insurance Policy**;
 - 6.1.8.4 a copy of **Your** original GAP policy documentation;
 - 6.1.8.5 a cover note detailing **Your** request to transfer the policy, along with any information that needs to be taken into consideration (such as personalised number plates).
- 6.1.9 Please note that any transfer is only valid if the replacement **Vehicle** is purchased from a **Motor Dealer**. The claim limit on any policy transfer will be the claim limit on the original **Vehicle**. An administration fee of £35 applies, made payable to Future 45 Limited, and is subject to approval by **Us**. If **You** have submitted any claims on **Your** policy **You** will not be able to request a transfer.

6.2 Acceptance of Motor Insurer's Offer

- 6.2.1 It is important that **You** understand that **You** should contact the **Administrator** prior to accepting an offer of settlement from **Your** motor insurer. The **Administrator** may decide to negotiate with the **Motor Insurance Policy** insurer on **Your** behalf. If **You** accept an offer of settlement with **Your** Motor Insurer before **You** contact the **Administrator**, **We** reserve the right to reduce the settlement amount under this policy.
- 6.2.2 If **Your** motor insurer offers **You** a replacement **Vehicle** on "New for Old" basis and **You** choose to decline this offer then **We** will settle **Your** claim using the **Market Value**. In the event that **You** do not utilise the offer of a brand-new replacement **Vehicle** or replacement **Vehicle** from **Your** motor insurer **You** must be aware that this may result in no benefit being paid to **You** in the event of a **Total Loss**.
- 6.2.3 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**.

6.3 The **Vehicle** can only be used outside of the United Kingdom and the Channel Islands for a maximum of 90 days per year.

6.4 Only one claim can be made under the policy during the **Period of Insurance** and the maximum benefit covered under the policy is the amount stated in **Your Policy Schedule**.

7 CANCELLATION AND COOLING OFF PERIOD

- 7.1 **You** have the right to cancel this policy within 30 days from the receipt of **Your** policy documentation by contacting the broker from whom **You** purchased the policy. On receipt of **Your** written notice of cancellation, the broker will refund any premium **You** have already paid, unless an **Authorised Claim** has been made under the policy.
- 7.2 If **You** wish to cancel **Your** policy after 30 days and **You** do not wish to transfer the policy to a replacement **Vehicle**, **You** will be entitled to a pro-rata refund on the remainder of **Your** policy, unless an **Authorised Claim** has been made under the policy. If the policy is not paid in full, **You** will only be refunded an equivalent amount and not the full cost of the 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.
- 7.3 Should **You** wish to cancel **Your** policy **You** will be required to submit a request to **Customer Service**.
- 7.4 **We** reserve the right to cancel the policy in the event of non-payment of the premium. If this is the reason for cancellation, there will be no refund of premium instalments paid to date, in which case giving **You** 14 days' notice.
- 7.5 **We** reserve the right to cancel the policy for other reasons by giving **You** 14 days' notice at any stage during the **Period of Insurance**. In this event, if **You** have not made an **Authorised Claim**, **We** will refund **You** for the unexpired portion of **Your** paid premium. If the policy is not paid in full, **You** will only be refunded an equivalent amount and not the full cost of the policy. If **You** have made an **Authorised Claim**, no refund will be due upon cancellation.
- 7.6 If **You** have transferred **Your** policy to a replacement **Vehicle**, **You** will only be entitled to a refund of the original cost which does not include any administration fee paid for the transfer.

8 AUTOMATIC TERMINATION

- 8.1 This policy will automatically terminate on whichever of the following happens first:
- 8.1.1 the date on which the policy expires as per **Your Policy Schedule**;
 - 8.1.2 following 2 consecutive failed attempts to receive payment of the premium if **You** pay **Your** premium by way of **Instalment Plan**;
 - 8.1.3 **You** cease to be resident within the United Kingdom or the Channel Islands.

9 HOW TO SUBMIT A CLAIM

- 9.1 The quickest and most effective way to register **Your** claim is by using the **Administrator** claims app, available for iOS and android.
- 9.2 **You** can obtain the app by texting the word 'APAPP' to 88802 or by searching for AutoProtect in the app store.
- 9.3 The app will take **You** through the claims process step by step and **You** will need to provide the **Administrator** with:
- 9.3.1 The policy number and **Vehicle** details;
 - 9.3.2 The cause of the **Total Loss**;
 - 9.3.3 **Your** original invoice detailing the terms of the **Contract Hire** or **Lease Arrangement**;
 - 9.3.4 Proof of payment of the appropriate premium or premium instalment in respect of the policy via a supplementary invoice supplied by the **Retailer**;
 - 9.3.5 Proof of payment of the claim for **Total Loss** under the **Motor Insurance Policy**;
 - 9.3.6 A valid crime reference number in the case of malicious damage or theft;
 - 9.3.7 Details of the **Finance Settlement** amount including the outstanding balance, remaining term, interest charges etc.
- 9.4 Alternatively, **You** can make a claim by contacting the **Administrator** on 01279 456 500.

10 CLAIMS CONDITIONS

- 10.1 The **Insured** shall, on the reporting of a claim, agree to comply with all the **Administrator's** reasonable requests to follow the prescribed claims procedures as explained in this wording and by claims staff. 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 the claims payment.

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- 10.2 The **Insured** shall, on the occurrence of any event giving rise to a claim under this policy, give notice thereof to the **Administrator** within 90 (Ninety) days of the **Total Loss**.
- 10.3 In the case of malicious damage or theft, **You** must report the incident to the Police and advise the **Administrator** of **Your** valid crime reference number.
- 10.4 A detailed claims procedure is given in the policy. **You** must follow this procedure, failure to do so may result in non-payment of **Your** claim.
- 10.5 **We** accept no liability for the responsible disposal of the **Vehicle** or its salvage in any event.
- 10.6 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.
- 10.7 Subrogation - **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 give **Us** 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.
- 10.8 If **You** accept an offer of settlement in respect of a **Total Loss** claim from **Your Motor Insurance Policy** without gaining acceptance from the **Administrator** **We** will settle **Your** claim using the **Market Value**.

11 ENQUIRIES AND COMPLAINTS

- 11.1 **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.
- 11.2 If **Your** complaint is about the way a **Policy** was sold to **You** or the **Policy** terms **You** should contact **Customer Service**. If at any time **You** have any query or complaint regarding the way the **Policy** was sold, **You** should contact **Customer Service**.
Complaints Officer. email@click4group.co.uk 0208 543 6006. The Business & Technology Centre, Stevenage SG1 2DX.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 If at any time **You** have any query or complaint regarding the way the policy was sold, **You** should contact the **Retailer** who sold the **Policy** to **You**.

12 LEGAL AND REGULATORY INFORMATION

- 12.1 **About the Insurer**
- 12.2 Red Sands Insurance Company (Europe) Limited is registered in Gibraltar Reg. No: 87598. Registered office: Level 3 Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar. Red Sands Insurance Company (Europe) Limited is authorised and regulated by the Gibraltar Financial Services Commission and is subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of business underwritten in the UK (No: 231635). Red Sands Insurance Company (Europe) Limited is a member of the UK's Financial Services Compensation Scheme and Association of British Insurers.

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12.3 About the Administrator

AutoProtect MBI Limited is registered in England, Registration number 05089293 with a registered office at Warwick House, Roydon Road, Harlow, Essex, CM19 5DY. AutoProtect MBI Limited is fully authorised and regulated by the Financial Conduct Authority (FCA) and appear in the FCA Register (Register Number 312143).

12.4 Financial Services Compensation Scheme

If **We** are unable to meet **Our** liabilities **You** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). 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.

12.5 Data Protection Regulations

Red Sands Insurance Company (Europe) Limited “Red Sands”, and AutoProtect MBI Limited (herein referred to as “**We**”/ “**Us**” for the benefit of this notice) 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 will qualify as the Data Controller. AutoProtect MBI Limited 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** process **Your** personal data, to see the full Privacy Policies please visit **Our** websites at; www.redsands.gi and www.autoprotect.co.uk.

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.

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.

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.

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.

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.

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 as Data Controller is responsible for **Your** personal data and **Our** full details (including registration and address details) can be found within this policy wording.

We have appointed AutoProtect MBI Limited 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 the privacy notice. If **You** have any questions about the privacy notice, including any requests to exercise **Your** legal rights, please contact AutoProtect MBI Limited, Warwick House, Roydon Road, Harlow, Essex, CM19 5DY.

12.6 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 **Your Retailer** (if **You** paid the premium to **Your Retailer**) act as **Our** authorised agents. This means that when **You** pay a premium to the **Administrators** or **Your Retailer** it is deemed to have been received by **Us**, and that any premium refund paid by the **Administrators** or **Your Retailer** 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.

12.7 Fraud

You must not act in a fraudulent way. If **You** or anyone acting for **You**:

12.7.1 makes a claim under the policy knowing the claim to be false or exaggerated in any way; or

12.7.2 makes a statement in support of a claim knowing the statement to be false in any way; or

Lease/Contract Hire Gap Insurance Rental Benefit

- 12.7.3 sends **Us** any documentation in support of a claim knowing the documentation to be forged or false in any way; or
- 12.7.4 makes a claim for any loss caused by **Your** deliberate act or with **Your** agreement then **We**:
 - 12.7.4.1 will not consider **Your** claim.
 - 12.7.4.2 may declare the policy void.
 - 12.7.4.3 will be entitled to recover from **You** the amount of **Our** outlay for an **Authorised Claim**.
 - 12.7.4.4 will not return any of **Your** premiums.
 - 12.7.4.5 may let the police know about the circumstances.

12.8 Material Information

The information that **You** have provided to **Us** forms the basis of this insurance contract. It is very important that the information given to **Us** is correct. It is **Your** responsibility to take reasonable care not to make a misrepresentation to **Us** when **You** take out **Your** insurance policy and when notifying **Us** of any change to the information that has been provided. Please note if **You** make a misrepresentation to **Us** this could invalidate **Your** insurance cover resulting in **Your** claim not being paid in full.

12.9 Other Important Information

- 12.9.1 This policy, unless **We** have agreed otherwise, is governed by English Law and both parties agree to submit to the exclusive jurisdiction of the courts of England.
- 12.9.2 **We** reserve the right to decline any insurance risk or to change the premium and the terms quoted.
- 12.9.3 Language - All communication between **You** and **Us** will be conducted in English.
- 12.9.4 In accordance with the Equality Act 2010, **We** are able, upon request, to provide a text phone facility, audio tapes and large print documentation. Please advise **Customer Service** if **You** require any of these services to be provided so that **We** or the **Administrator** can communicate with **You** in an appropriate manner.

12.10 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.