

1 ABOUT YOUR POLICY

Please read this policy carefully and make sure You understand and keep to these terms and conditions. Not keeping to these terms and conditions may affect any claim You make and could lead to the insurance becoming void (not applying).

- 1.1 We will provide the insurance as stated in the policy. The **Policy Schedule** is the basis of the contract and forms part of the policy. The policy contains details of the insurance cover You have bought, what is excluded from cover and the conditions throughout the **Period of Insurance**.
- 1.2 The cover under the policy only applies if these terms and conditions are fully met. This insurance has specific exclusions to parts listed in these terms and conditions.
- 1.3 If You have any questions regarding the coverage provided by this policy or if You wish to advise Us of any changes to Your policy, then please contact the **Administrator** on telephone number 01279 456 500.

2 ELIGIBILITY

You are eligible for cover under this policy if at the **Start Date**:

- 2.1 You are the **Vehicle** owner or **Insured** person named on the comprehensive motor insurance policy for the **Vehicle**. Note: motor trade insurance policies of any type are excluded;
- 2.2 You are a permanent resident of the United Kingdom;
- 2.3 The **Vehicle** is up to 10 years old and has covered less than 100,000 miles at the **Start Date**.

3 DEFINITIONS

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

- 3.1 **Administrator**: AutoProtect (MBI) Ltd of Warwick House, Roydon Road, Harlow, Essex, CM19 5DY.
- 3.2 **Aggregate Claims Limit**: The total claims limit amount stated within the **Policy Schedule**.
- 3.3 **Approved Repairer**: A **Repairer** appointed by Us to undertake **Repairs** or **Replacement** of the **Tyre (s)**.
- 3.4 **Authorised Claim**: Where We have accepted Your claim and have agreed to carry out a **Repair** or **Replacement** of a **Tyre(s)**.
- 3.5 **Claim Limit**: The maximum amount that can be claimed per **Tyre** for any one event during the **Period of Insurance**.
- 3.6 **Commercial Travelling**: Couriering or deliveries, carriage of passengers or goods (hire and reward) or door to door sales.
- 3.7 **Damage**: A sudden and unforeseen deflation or accidental or malicious **Damage** of a **Tyre(s)**, which requires immediate **Repair** or **Replacement** before normal use can be resumed.
- 3.8 **Everyday Motoring**: Social, domestic and pleasure purposes, including commuting to and from Your place of work which extends to class 1 and class 2 business use, excluding **Commercial Travelling**.
- 3.9 **General Wear and Tear**: **Damage** to **Tyres(s)** which have reached the end of their normal effective working lives due to age and/or usage.
- 3.10 **Insured/You/Your**: The person as named on the **Policy Schedule** who is eligible for and has applied for this insurance.
- 3.11 **Period of Insurance**: Your insurance commences on the **Start Date** shown in Your **Policy Schedule** and ends as soon as any of the following events occur:
 - 3.11.1 The expiry date, as shown in Your **Policy Schedule** is reached.
 - 3.11.2 You or anyone representing You, defrauds or deliberately misleads Us or the **Administrator**.
 - 3.11.3 The maximum claims limit in the **Policy Schedule** is reached.
 - 3.11.4 The **Vehicle**, as shown in Your **Policy Schedule**, is sold or transferred to a new owner.
- 3.12 **Policy Schedule**: The document containing important information about You, the **Vehicle**, the **Start Date**, the claims limit and the premium.
- 3.13 **Repair/Repairs**: The usual charges for **Tyres** and/or labour to **Repair** the **Tyres**, exclusive of any part of such charges that may exceed the maximum **Claim Limit** in the **Policy Schedule** that applies to this policy.
- 3.14 **Replacement**: The reasonable cost of a like for like **Tyre** of similar make, quality, wear and condition as the **Damaged Tyre**, including the cost of a new valve if necessary; and the reasonable labour cost of fitting and balancing of the new **Tyre**.
- 3.15 **Retailer**: The party, person or company who has arranged this insurance on Your behalf.
- 3.16 **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**.

- 3.17 **Territorial Limits:** The United Kingdom, the Isle of Man, the Channel Islands, member countries of the European Community and any other country for which an International Motor Insurance Green Card is required.
- 3.18 **Tyre/Tyres:** The **Tyres** fitted to the **Vehicle** which must be of the same rating and quality as at the **Start Date**, including the spare **Tyre**. If **Tyres** specifically listed as an approved manufacturer extra for the intention of use in adverse winter weather, commonly known as 'winter **Tyres**', are purchased for the **Vehicle** then these will be eligible if certified as 'fitted' by the supplying dealer.
- 3.19 **Vehicle:** The insured private car specified on **Your Policy Schedule**.
- 3.20 **We/Us/Our:** The insurers, Red Sands Insurance Company (Europe) Limited, registered in Gibraltar, Reg number 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 **Your Tyres** against accidental **Damage** caused by **Everyday Motoring**. Please ensure **You** keep **Your Policy Schedule** together with this policy document in a safe place.
- 4.2 **Tyres** - If during the **Period of Insurance** **Damage** occurs within the **Territorial Limits** to a **Tyre** or **Tyres** fitted to the **Vehicle**, **We** will cover the cost of **Repair** or **Replacement** of the **Tyre** or **Tyres** (including Tyre pressure management systems) within the individual **Claim Limit** by an **Approved Repairer**. In addition, **We** will pay the cost to **Repair** any punctures up to a maximum of £50 inclusive of VAT, all subject to the individual **Claim Limit** per **Tyre** up to the **Aggregate Claims Limit** as specified in **Your Policy Schedule**.

5 WHAT IS NOT COVERED

Your policy excludes any claim:

- 5.1 Which was incurred more than 30 (Thirty) days before the claim was reported.
- 5.2 Which was incurred prior to the inception of the policy.
- 5.3 In respect of any loss of use of **Your Vehicle** or any consequential loss of any kind.
- 5.4 For costs relating to roadside assistance, towing etc.
- 5.5 Any **Damage** that would not result in the failure of an MOT test, or affect the **Vehicle's** roadworthiness.
- 5.6 Where the **Damage** to **Your Tyre** is deemed to be a manufacturing defect or where manufacturer recommendations of use have not been followed.
- 5.7 Where **Our Approved Repairer** has to travel outside of the **Territorial Limits** to attempt repair of **Your Tyre**.
- 5.8 Where loss or **Damage** to **Your Tyre** is caused by a road traffic accident, fire or theft.
- 5.9 For any **Damage** caused by incorrect wheel balancing, defective steering tracking or defective suspension or by a third party for general maintenance to **Your Vehicle**.
- 5.10 Where the **Tyre** is below the legal tread limit at the time of **Damage** occurring.
- 5.11 Where the **Tyre(s)** does not carry the 'European E' mark.
- 5.12 Where the wheel rim exceeds 23" in diameter.
- 5.13 Where the **Vehicle** is a commercial **Vehicle**, emergency **Vehicle**, taxi, bus, truck, motorcycle or used for dispatch, driving schools, road-racing, rallying, pace-making, speed testing or any other competitive event.
- 5.14 Where the **Vehicle** is modified away from standard manufacturer's specification, except for modifications for disability access and ease.
- 5.15 Which is the subject of fraud, false actions or dishonesty or any act or omission which is wilful or unlawful.
- 5.16 Where this policy is not purchased within 30 days of the delivery date of **Your Vehicle**.
- 5.17 For **General Wear and Tear**, **Repair** or **Replacement** in respect of cosmetic **Damage**, neglect or a defect which is deemed not to be **Damage**.
- 5.18 For any third party **Damage**.
- 5.19 For any costs in excess of the **Aggregate Claims Limit**.
- 5.20 Where **You** are not a permanent UK resident.
- 5.21 For **Vehicles** used for **Commercial Travelling**.
- 5.22 For more than 5 **Tyre** claims per annum.
- 5.23 Where the cost of **Repair** or **Replacement** of **Tyre (s)** is recoverable under any other insurance or warranty.

6 GENERAL CONDITIONS

There are certain obligations that **You** must fulfil in order to ensure that **Your** insurance remains valid:

- 6.1 **You** must take all reasonable care to maintain the **Vehicle** and to take all reasonable precautions to prevent **Damage**.
- 6.2 **Duty of Care** - **You** must not continue to drive the **Vehicle** after any **Damage** or incident if this could cause further **Damage** to the **Vehicle**.
- 6.3 **Change of Ownership** - The policy is non-transferable.

- 6.4 If, during the **Period of Insurance**, **You** replace one of the original **Tyres**, **You** can register the new **Tyre** for the remaining **Period of Insurance** only. To register the new **Tyre**, please contact the **Administrator**.
- 6.5 **You** must give the **Administrator** true and complete information.
- 6.6 **You** must agree to comply with **Our** reasonable requests.
- 6.7 **You** must inform the **Administrator** if any of the details in the **Policy Schedule** are incorrect or need updating.
- 6.8 **You** must keep to the conditions of the policy. If **You** do not keep to them, **We** may cancel the policy, refuse to deal with **Your** claim or reduce the amount of any claim payment, as **We** see fit.
- 6.9 The **Vehicle** can be used outside of the United Kingdom, but not outside the **Territorial Limits**, for up to a maximum of 90 days per year.
- 6.10 Fraud - If **You** (or anyone acting on **Your** behalf) make a claim which is false or fraudulent in any way; or support a claim with any false or fraudulent document or device, this policy will be void.

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 **Retailer** from whom **You** purchased the policy. On receipt of **Your** written notice of cancellation, the **Retailer** will refund any premium **You** have already paid, unless an **Authorised Claim** has been made under the policy.
- 7.2 If **You** cancel the policy after 30 days of the policy **Start Date**, providing no **Authorised Claim** has been made, a pro-rata refund of the full premium received will be applied less a cancellation fee of £35.00. If an **Authorised Claim** has been made, no refund will be due upon cancellation.
- 7.3 Should **You** wish to cancel **Your** policy **You** will be required to submit a request via the AutoProtect claims app or online. Download the AutoProtect claims app by searching **Your** app Store with the words "AutoProtect Claims". Alternatively visit www.apapp.co.uk.
- 7.4 **We** reserve the right to cancel the policy in the event of non-payment of the premium.
- 7.5 **We** reserve the right to cancel the policy by giving **You** 30 day's 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 **You** have made an **Authorised Claim**, no refund will be due upon cancellation.

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 **You** cease to be a permanent resident within the United Kingdom;
 - 8.1.3 The conditions of this policy are not met;
 - 8.1.4 Following 2 consecutive failed attempts to receive payment of the premium if **You** pay **Your** premium by way of Direct Debit.

9 HOW TO SUBMIT A CLAIM

- 9.1 The quickest and most effective way to register **Your** claim is by using the Autoprotect claims app, available for iOS and android.
- 9.2 **You** can obtain the app by searching for AutoProtect Claims in the app store.
- 9.3 The app will take **You** through the claims process step by step and **You** will need to provide **Us** with:
 - 9.3.1 The policy number and **Vehicle** details.
 - 9.3.2 Details of the **Damage** including digital images.
- 9.4 Within minutes **You** will receive an email giving an indication as to how **Your** claim will be processed.
- 9.5 Alternatively, **You** can make a claim online at www.apapp.co.uk or 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.
- 10.2 If when making a claim **You** do not follow the correct procedure, **We** will not be able to pay **Your** claim in this instance.
- 10.3 The **Insured** shall, on the occurrence of any event giving rise to a claim under this policy, give notice thereof to the **Administrator** within 30 (Thirty) days of the incident.
- 10.4 Any **Repair** work commenced or carried out without prior authorisation from the **Administrator** will render the claim invalid.
- 10.5 The **Insured** will be responsible for payment of any **Repair** work completed by the **Approved Repairer** that falls outside the scope of this policy.
- 10.6 Only the **Administrator** is mandated to authorise or reject claims. The **Insured** shall allow **Us**, or a representative of **Us**, access to inspect the **Vehicle**, which is the subject of a claim.
- 10.7 Any costs not covered by, or in excess of, the terms of **Your** policy, or VAT, where **You** are registered for VAT, are **Your** responsibility and are not covered by this insurance.

10.8 If **You** are claiming due to **Damage** deliberately caused by someone else, the incident must be reported to the Police and a Crime Reference Number must be quoted.

11 ENQUIRIES AND COMPLAINTS

11.1 AutoProtect (MBI) Limited and the insurer aim to provide a high level of service and to handle claims fairly and promptly. If **You** have an enquiry or complaint regarding this insurance, **You** should first contact the **Administrator** in writing at AutoProtect (MBI) Limited, Warwick House, Roydon Road, Harlow, Essex, CM19 5DY, by emailing services@autoprotect.net or by telephone on 01279 456 501. Please quote **Your** policy or claim number in all correspondence.

The **Administrator** will contact **You** within five days of receiving **Your** complaint to inform **You** of what action is being taken. The **Administrator** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks, **You** will be advised of when **You** can expect an answer.

If the **Administrator** has not given **You** an answer in eight weeks or if the matter is still not resolved to **Your** satisfaction and the **Administrator** has issued **You** with a final response **Your** complaint can be referred to the Financial Ombudsman Service at Exchange Tower, London, E14 9SR or on phone number 0800 023 4567 or at <https://www.financial-ombudsman.org.uk/contact-us>. Please note that **You** have six months from the date of the final response in which to refer the matter to the FOS. Referral to the FOS does not affect **Your** right to take legal action against **Us**.

11.2 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

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 regulation by the Financial Conduct Authority and limited regulation by 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.

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).

12.2 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.

12.3 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.

12.4 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.

12.5 Fraud

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

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

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

12.5.3 sends **Us** any documentation in support of a claim knowing the documentation to be forged or false in any way; or

12.5.4 makes a claim for any loss caused by **Your** deliberate act or with **Your** agreement then **We**:

12.5.4.1 *will not consider **Your** claim.*

12.5.4.2 *may declare the policy void.*

12.5.4.3 *will be entitled to recover from **You** the amount of **Our** outlay for an **Authorised Claim**.*

12.5.4.4 *will not return any of **Your** premiums.*

12.5.4.5 *may let the police know about the circumstances.*

12.6 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.

12.7 Other Important Information

12.7.1 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.

12.7.2 **We** reserve the right to decline any insurance risk or to change the premium and the terms quoted.

12.7.3 Language - All communication between **You** and **Us** will be conducted in English.

12.7.4 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 the **Administrator** if **You** require any of these services to be provided so that **We** or the **Administrator** can communicate with **You** in an appropriate manner.

12.7.5 The Law Applicable to the policy - The policy will be governed by the laws of England and Wales.

12.8 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.