

## 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 cover the cost of repairs as a result of accidental **Minor Damage** to Your Vehicle, up to the **Aggregate Claims Limit** for the **Period of Insurance** as stated on Your **Policy Schedule**.
- 1.2 We will provide the insurance as stated in this policy. The **Policy Schedule** 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 motor dealer who arranged this insurance for You, or the **Administrator**.

## 2 ELIGIBILITY

You are eligible for cover under this policy if:

- 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 Mainland**;
- 2.3 Your **Vehicle** is less than 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 maximum amount We will pay, including VAT, for the total duration of the **Period of Insurance**.
- 3.3 **Approved Claim**: Where We have received notification of Your claim and instruct an **Approved Repairer** to arrange a repair booking.
- 3.4 **Approved Repairer**: A repairer who is authorised by the **Administrator** to carry out the repair work to the **Vehicle**.
- 3.5 **Authorised Claim**: Where We have accepted Your claim and Our **Approved Repairer** has agreed to carry out a **Minor Damage Repair**.
- 3.6 **Bodyshop Repair**: In the event that a **Minor Damage Repair** cannot be used to facilitate a repair to Your **Vehicle**.
- 3.7 **Commercial Travelling**: Couriering or deliveries, carriage of passengers or goods (hire and reward) or door to door sales.
- 3.8 **Eligible Areas**: Any body panel, including body-coloured bumpers.
- 3.9 **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**.
- 3.10 **Incident**: An event, leading to the occurrence of **Minor Damage**.
- 3.11 **Individual Claim Limit**: A maximum of 4 (four) eligible **Authorised Claims** at any one time under this policy. For the avoidance of doubt, please note that for any individual claim being submitted where the eligible damages exceeds the **Individual Claim Limit** then You will be requested to select which of the damages You would like to be authorised up to the **Individual Claim Limit**. The remaining damages will not be repaired under the terms of this policy and will be regarded as **Pre-Existing Damage** for any future claims. Please note, claims must be for **Minor Damage** on an **Eligible Area**.
- 3.12 **Insured/You/Your/Yourself**: The person as named on the **Policy Schedule** who is eligible for and has applied for this insurance.
- 3.13 **Minor Damage**: Any of the following types of damage:
  - 3.13.1 **Chip**: A chipped area on the **Vehicle** up to a maximum of 5mm in diameter and 3mm in depth.
  - 3.13.2 **Minor Dent**: A dented area on the **Vehicle** no larger than 30cm in diameter.
  - 3.13.3 **Minor Scuff**: A marked area on the **Vehicle's** surface that has rubbed off from an alternate source which is no larger than 30cm in diameter and 3mm in depth.
  - 3.13.4 **Scratched Area/Scratches**: An individual or collection of scratches where the total damaged area is no larger than 30cm in diameter and/or 3mm in depth.
- 3.14 **Minor Damage Repair**: A mobile repair technique which involves restoring **Eligible Areas** as near to the original condition as is possible.
- 3.15 **Optional Specialist Effect Paint Finishes**: Any paint that at any point of **Vehicle** manufacture has been applied as an optional extra.

individual, matt effect, satin effect and/or where the colour coat stage contains more than 3 separate layers, any of which cannot be repaired outside of a body shop environment.

- 3.16 **Paint Protection:** A solution-based sealer applied to the paint at point of purchase - an equivalent product will only be reapplied to **Your** repair if **You** have notified the **Administrator** of such.
- 3.17 **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:
- 3.17.1 The expiry date, as shown in **Your Policy Schedule** is reached.
  - 3.17.2 **You** or anyone representing **You**, defrauds or deliberately misleads **Us** or the **Administrator**.
  - 3.17.3 The **Vehicle**, as shown in **Your Policy Schedule**, is sold or transferred to a new owner.
  - 3.17.4 The **Aggregate Claims Limit** in **Your Policy Schedule** is reached.
- 3.18 **Pre-Existing Damage:** Any damage which existed prior to the policy **Start Date** or that has been confirmed by the **Repairer** as forming part of any previous claim for multiple damages, which may or may not have been selected by **You** for repair, and which had not been repaired under such claim due to the **Individual Claim Limit** being exhausted.
- 3.19 **Policy Schedule:** Contains **Your** details, details of the **Vehicle**, the **Aggregate Claims Limit** and the **Period of Insurance**.
- 3.20 **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** or within 30 days of the purchase of **Your Vehicle**.
- 3.21 **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.
- 3.22 **United Kingdom Mainland:** England, Scotland, Wales and Northern Ireland, excluding any islands.
- 3.23 **Vehicle:** The insured private car specified on **Your Policy Schedule**.
- 3.24 **Weatherproofed and Disguised:** A repair technique which can be applied only to a **Chip**. The repair will not restore the damaged area back to its original condition as it is limited to a paint touch-up to protect the area from further damage or corrosion. Damage will remain slightly visible.
- 3.25 **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 against **Minor Damage** caused by **Everyday Motoring**, to be repaired using **Minor Damage Repair** techniques, subject to the terms and conditions detailed in this document.
- 4.2 Where a **Minor Damage Repair** cannot be used to facilitate the repair or an **Approved Repairer** is unable to carry out a **Minor Damage Repair** for technical reasons, or cannot be considered **Minor Damage**, this policy will contribute up to £500 (including VAT) towards the cost of a conventional **Bodyshop Repair**. This is subject to **You** providing an invoice from a VAT registered repairer for the work carried out.
- 4.3 **We** will contribute up to £500 towards a **Bodyshop Repair** in respect of the following:
- 4.3.1 For repairs to any body panel/bumper of part thereof, that has been cracked, ripped, torn or perforated.
  - 4.3.2 For repairs to any body panel/bumper where damage has been caused to the structure/alignment of the panel(s).
  - 4.3.3 For the replacement of any body panel or part of a panel.
  - 4.3.4 Multiple damages being caused by the same **Incident**, or where **Minor Damage** extends across multiple panels.
  - 4.3.5 To horizontal flat surfaces, roofs, bonnets and boot lids if a **Minor Damage Repair** is unachievable.
- 4.4 Driving Abroad - This policy will provide cover for up to 90 days per annum for driving outside of the United Kingdom, but within the **Territorial Limits**. If **You** need to make a claim, **You** must contact the **Administrator** using the Autoprotect claims app and obtain approval prior to any repairs taking place. **You** must retain all receipts and invoices as these will be required, in order for the **Administrator** to reimburse any costs. Payments will be limited to those outlined in this policy and the **Administrator** will not pay more than the equivalent United Kingdom costs for **Minor Damage Repairs** and will be subject to the currency exchange rate at the time of repair. Any repairs outside of the United Kingdom is subject to the terms and conditions of this policy.

## 5 WHAT IS NOT COVERED

**Your** policy excludes any **Minor Damage Repair**:

- 5.1 For any **Minor Damage** to horizontal flat surfaces, roofs, bonnets and boot lids. These areas are only covered for **Chip** repairs and will be **Weatherproofed and Disguised** only;
- 5.2 For any **Minor Damage** that cannot be defined as a, **Chip**, **Minor Dent**, **Minor Scuff** or **Scratched Area/Scratches**;
- 5.3 Where the panel has been ripped, perforated, torn or damaged the structure/alignment of the panel(s) and the paint has not been damaged (apart from **Minor Scuffs** or **Scratches**);
- 5.4 For repairs to any body panel/bumper of part thereof, that has been cracked, ripped, torn or perforated;
- 5.5 For repairs to any body panel/bumper where damage has been caused to the structure/alignment of the panel(s);
- 5.6 For the replacement of any body panel or part of a panel;
- 5.7 For the removal or replacement of any badges, decals, trims, stickers or plastic paint protection film, including those which require

removal in order to effect a repair to the panel;

- 5.8 Where **Our Approved Repairer** would have to travel outside of the **United Kingdom Mainland** to attempt repair;
  - 5.9 Caused by bird droppings or bird lime;
  - 5.10 To matt finish paint, body wrap, chrome illusion paint (two tone paint finish) bespoke paints and **Optional Specialist Effect Paint** finishes;
  - 5.11 To any protective plastic, stickers or decals.
- Your** policy excludes any claim:
- 5.12 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;
  - 5.13 Where the **Vehicle** is modified away from standard manufacturer's specification, except for modifications for disability access and ease;
  - 5.14 Which is the subject of fraud, false actions or dishonesty or any act or omission which is wilful or unlawful;
  - 5.15 For any third party damage;
  - 5.16 Where the cost of repair is recoverable under any other insurance or warranty or is subject to a motor insurance claim.
  - 5.17 In respect of any loss of use of **Your Vehicle** or any consequential loss of any kind;
  - 5.18 Which was incurred more than 30 (Thirty) days before the claim was reported;
  - 5.19 Where this policy is not purchased within 30 days of the delivery date of **Your Vehicle**;
  - 5.20 Where **You** are not residing in the **United Kingdom Mainland**;
  - 5.21 If **You** have not paid the premium;
  - 5.22 For any costs in excess of £500 (including VAT) following an **Authorised Claim** requiring a conventional **Bodyshop Repair** where a **Minor Damage Repair** could not be facilitated;
  - 5.23 For any repair work carried out without prior authorisation being given by the **Administrator**;
  - 5.24 For any **Pre-Existing Damage**;
  - 5.25 For any claims arising as a result of negligence or intentional damage;
  - 5.26 That was incurred before the **Start Date**;
  - 5.27 Of any kind to wheels and wheel rims, including spares;
  - 5.28 To locks, accessories, door mouldings, beading, window mouldings, windows or mirror glass or lights;
  - 5.29 To chrome, textured effect or non-body coloured trims;
  - 5.30 Of any kind to the **Vehicle** interior or upholstery;
  - 5.31 That exceeds the maximum **Individual Claim Limit** or the **Aggregate Claims Limit**;
  - 5.32 Caused by nuclear substances or activity;
  - 5.33 Caused by hail, rust or corrosion or where rust has settled into the panel/damaged area;
  - 5.34 Cased by war risks, sonic booms or nuclear radiation;

## 6 GENERAL CONDITIONS

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

- 6.1 **You** must take all reasonable care to maintain the **Vehicle** and to take all reasonable precautions to prevent **Minor Damage**.
- 6.2 **You** must give **Us** true and complete information.
- 6.3 **You** must agree to comply with **Our** reasonable requests.
- 6.4 **You** must follow the prescribed claims procedure as explained in this document or by the claims team.
- 6.5 **You** must inform the **Administrator** if any of the details on the **Policy Schedule** are incorrect or need updating.
- 6.6 Should there be a change in ownership of the **Vehicle**, the remaining term of the policy can be transferred to a new **Vehicle** owned by **You**. If **You** wish to transfer the policy to a replacement **Vehicle** **You** must contact the **Administrator** within 7 days of the replacement **Vehicle** purchase with the following information:
  - 6.6.1 Details of the supplying motor dealer of the replacement Vehicle;
  - 6.6.2 A copy of the sales invoice when **You** originally purchase **Your Vehicle**.
- 6.7 All aftermarket repairs vary from that of an automotive factory finish, which is machine sprayed to a degree beyond that achievable by human capability.
- 6.8 The **Vehicle** can be used outside of the **United Kingdom Mainland**, but not outside the **Territorial Limits**, for up to a maximum of 90 days per year.

## 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 dealer or broker from whom **You** purchased the policy. On receipt of **Your** written notice of cancellation, the dealer or broker 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 App by searching **Your** App Store with the words "AutoProtect Claims" or alternatively visit [www.apapp.co.uk](http://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 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 **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 resident within the **United Kingdom Mainland**;
  - 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 Please note that repairs will be carried out at a location agreed between **You** and the **Administrator** providing that there is room for the repair to be carried out safely; the **Vehicle** is parked legally and within the **United Kingdom Mainland**.
- 9.2 The quickest and most effective way to register **Your** claim is by using the AutoProtect claims app, available for iOS and android.
- 9.3 **You** can obtain the app by searching for AutoProtect in the app store.
- 9.4 The app will take **You** through the claims process step by step and **You** will need to provide the **Administrator** with:
  - 9.4.1 The policy number and **Vehicle** details.
  - 9.4.2 Details of the damage including digital images.
  - 9.4.3 Confirm that the damage is within the parameters of **Minor Damage**.
- 9.5 **You** will receive an email giving an indication as to how **Your** claim will be processed.
- 9.6 Alternatively, **You** can make a claim online at [www.apapp.co.uk](http://www.apapp.co.uk) or by contacting the **Administrator** on 01279 456 500.

The **Administrator**'s opening times are:

9am – 5pm Monday to Friday.

9am – 1pm Saturday.

Sundays and Bank Holidays – Closed.
- 9.7 Upon receipt of the information, the **Administrator** will review **Your** claim. **Approved Claims** will be issued with a claims authority number.
- 9.8 The **Approved Claim** will be passed over to **Our Approved Repairer** who will then contact **You** directly to arrange a repair booking.
- 9.9 If **Minor Damage** occurs outside of the United Kingdom, or out of office hours, **You** may arrange a repair notify the **Administrator** as soon as possible by using the Autoprotect claims app. **You** must retain all receipts, invoices and images of the **Minor Damage** as these will be required in order for the **Administrator** to reimburse any costs.

## 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. Repairs can only be effected by **Our Approved Repairers**.
- 10.2 Any **Approved Claim** is subject to physical inspection by an **Approved Repairer** upon arrival at the agreed location of repair. If the **Minor Damage** is beyond the scope of the **Approved Claim**, the **Minor Damage** will be referred to the **Administrator** for further assessment.
- 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 the **Insurer**, or a representative of the **Insurer**, 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.
- 10.9 Where the **Administrator** has advised that **Your Vehicle** has damage that cannot be repaired using **Minor Damage Repair** techniques and requires a **Bodyshop Repair**, **You** will need to pay for the repair work to be carried out at a VAT registered Bodyshop and submit a copy of the repair invoice to the **Administrator**. Upon receipt of a valid repair invoice, **We** will contribute up to £500 (including VAT) towards the cost of having a conventional **Bodyshop Repair**. This cannot be part of a motor insurance claim.
- 10.10 Any contribution of up to £500 which is received towards a **Bodyshop Repair** will be recorded against **Your Aggregate Claims Limit**.
- 10.11 In the case of multiple damages being caused by the same **Incident**, or where **Minor Damage** extends across multiple panels, the total size of each eligible **Minor Damage** must also be no larger than 30cm in diameter.
- 10.12 Following a **Minor Damage Repair**, **You** must check that all work has been properly completed. If the work has not been completed to a satisfactory level, **You** should not sign the release form. In such cases **You** should contact the **Administrator** immediately.

## 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](mailto:services@autoprotect.net) or by telephone on 01279 456 500. 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. 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 IMPORTANT NOTES

### 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](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto: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](http://www.redsands.gi) and [www.autoprotect.co.uk](http://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 within **Your** agreement the **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 **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.