Drive Elite

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 the 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 0203 921 0635.

2 ELIGIBILITY

You are eligible for cover under this policy if;

2.1 **You** are the owner/registered keeper of the **Vehicle**;

2.2 **You** are a permanent resident of the United Kingdom;

2.3 The **Vehicle** is up to 10 years old or 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) Limited, Warwick House, Roydon Road, Harlow, Essex CM19 5DY, who act as the **Administrator** for claims and complaints made under this policy, or, Click4Warranty, Warwick House. Roydon Road, Harlow, CM195DY. Tel: 0203 921 0635, who act as the retailer and **Administrator** for policy cancellations and all other queries.

3.2 **Approved Repairer**: The person who is authorised by the **Administrator** to carry out the repair work to the **Vehicle**.

3.3 **Authorised Claim**: The **Administrator** has accepted **Your** claim and agreed to carry out a **Mechanical Breakdown** repair on **Your Vehicle**.

3.4 **Commercial Travelling**: means couriering, deliveries or door to door sales of any kind.

3.5 **Dealer:** A **Vehicle** dealership or **Vehicle** distribution business that sells new or used **Vehicle**s at the retail level, based on a dealership contract with a manufacturer or its sales subsidiary. It employs automobile salespeople to sell their automotive **Vehicle**s. It may also provide maintenance services for **Vehicle**s, and employ automotive technicians to stock and sell spare automobile parts and process warranty claims.

3.6 **General Wear and Tear:** The gradual reduction in performance and or the gradual failure of a component due to the age and mileage of the **Vehicle**.

3.7 **Glass's Guide:** An independent **Vehicle** guide published by Glass's Information Services Limited, a motor trade publication recognised and used extensively throughout the motor vehicle industry which provides detailed information relating to **Vehicle** identification and specification, pricing and valuation, servicing, maintenance and repair.

3.8 **Insured/You/Your:** The person as named on the **Policy Schedule** who is eligible for and has applied for this insurance.

3.9 **Mechanical Breakdown:** The failure of a part, causing it to suddenly stop working, for a reason other than **General Wear and Tear** or negligence.

3.10 **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:

3.10.1 The expiry date, as shown in **Your Policy Schedule** is reached;

3.10.2 **You** or anyone representing **You**, defrauds or deliberately misleads **Us** or the **Administrator**;

3.10.3 The **Vehicle**, as shown in **Your Policy Schedule**, is sold or transferred to a new owner;

3.10.4 The maximum claims limit in the **Policy Schedule** is reached.

3.11 **Policy Schedule:** This document contains **Your** details, details of the **Insured Vehicle**, and the **Period of Insurance**.

3.12 **Start Date:** The date on which **Your** cover under this insurance starts, as noted within **Your Policy Schedule.**

3.13 **Territorial Limits**: The region within which this insurance is valid, being The United Kingdom, the Isle of Man and the Channel Islands.

3.14 **Vehicle:** The passenger car specified in **Your Policy Schedule**

3.15 **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 This insurance will provide cover for all mechanical and electrical parts (including labour costs to fit them) against **Mechanical Breakdown** during the warranty period shown in the **Policy Schedule**. It includes **General Wear and Tear** for **Vehicles** up to 6 years or 60,000 miles at the time of an **Authorised Claim**. Please ensure **You** keep **Your Policy Schedule** together with this policy document in a safe place.

4.2 The warranty also covers the following:

Component	What is covered
Air Conditioning Re-Gas	• In the event of a valid claim the most **We** would pay towards re-gassing is £60 (including VAT).
Casings	• If any of the parts covered fail, and this damages the casing, it will also be covered as part of an agreed claim under this warranty.
Oil Seals	• Crankshaft front seal, camshaft oil seal, auxiliary shaft oil seal, gearbox rear seal, drive shaft(s) seals, differential pinion seal and any oil seal or gasket where removal of the engine, gearbox or differential/drive unit is essential in order to effect repair.
Working materials	• Oils, oil filter and antifreeze are included only if it is essential to replace them as part of an agreed claim under this warranty.

4.3 **Vehicle** Replacement: The **Administrator** will pay up to £30 a day [including VAT], for up to seven days, towards the cost of a replacement **Vehicle**. **You** can only have a replacement **Vehicle** if the **Insured Vehicle** is being repaired under the policy and prior authority has been given by the **Administrator's** claims department. The following exclusions apply:

4.3.1 **We** will not provide a replacement **Vehicle** for the first 24 hours that **You** are without the **Vehicle** or during any delay the repairer may have waiting for parts or commencing repairs.

4.3.2 **We** will not cover the costs of or fuel or insurance for the replacement **Vehicle**.

4.3.3 **We** will not cover any motoring fines and congestion charges that **You** may incur.

4.4 Recovery: **We** will pay up to £100 (including VAT) towards the cost of recovering the **Vehicle** to the nearest repairer, providing the failure is of such a nature as to render the **Vehicle** immobile or dangerous to drive. **You** will need to send the receipt or invoice for recovery to the **Administrator**: AutoProtect Administration Limited, Warwick House, Roydon Road, Harlow, Essex, CM19 5DY.

4.5 Overnight Accommodation and Rail Fares: The **Administrator** will pay up to £60 towards hotel expenses or a return rail ticket if the **Vehicle** suffers a valid **Mechanical Breakdown** and **You** are unable to return home. **We** will require **You** to provide proof of the expenditure.

4.5.1 **You** cannot claim for the cost of meals and drinks;

4.5.2 **You** can only qualify for overnight accommodation and rail fares if the **Vehicle** is being repaired under the policy and prior authority has been given by the **Administrator**'s claims department.

4.6 Driving Abroad: The policy is valid for up to an aggregate of 90 days per annum for driving in the Republic of Ireland and mainland Europe.

4.6.1 The **Administrator** will not pay more than the equivalent UK cost for parts and labour;

4.6.2 These benefits will not be provided if the failure is not covered by the policy;

4.6.3 Payments will be limited to those levels outlined in the policy.

4.7 Optional Upgrades – Where the appropriate level of cover has been selected and appears on **Your Policy Schedule** and any additional premium due has been paid, the following items will also be included against **Mechanical Breakdown:**

4.7.1 Turbo Charger - Turbo charger unit is covered for wear and tear on **Vehicles** up to 10 years or 100,000 miles.

5 WHAT IS NOT COVERED

Specific Exclusions
• Plugs; HT leads; brake and clutch frictional material; clutch facings; wiper blades/rubbers; cables; wiring looms; V belts; auxiliary belts; hoses; pipes; head light & rear light bulbs/units (including LED and Xenon); wheels and tyres; batteries; exhaust system; carbon deposits; airbag and system; upgraded or revised software, firmware or any other aftermarket satellite navigation, media or communication equipment not fitted by the manufacturer.

5.1 Body, paint, glass, interior and exterior trim.

5.2 Electrical wiring, wiring looms and wiring harnesses.

5.3 Seizure or corrosion of braking components.

5.4 Remote control units for in car entertainment and headphones, discs or any removable multimedia or storage;

5.5 **Vehicle** control systems - Software malfunction or routine maintenance updates.

5.6 Using the **Vehicle** as a stationary power source;

5.7 Upgrade or revision to manufacturer system software and firmware.

This insurance does not cover damage caused by:

5.8 Neglect, rust and corrosion;

5.9 Freezing or abuse;

5.10 Any foreign substance getting into or onto a part;

5.11 Using a grade of fuel not recommended by the manufacturer or using inadequate or incorrect antifreeze protection;

5.12 Not keeping the **Vehicle** in a roadworthy condition, including maintaining oil and coolant levels;

5.13 Not servicing the **Vehicle** in line with the servicing requirements outlined within the servicing section of these terms and conditions;

5.14 The effects of overheating, even if caused by a part covered by this warranty;

5.15 Cracked or porous cylinder heads and blocks, burnt valves, carbon deposits, skimming or pressure testing;

5.16 The **Vehicle** being overloaded, according to the law or the manufacturer's recommendations;

5.17 Fire, lightning, earthquake, explosion, frost, storm, flood, water damage;

5.18 Theft or attempted theft, vandalism, aircraft or other flying devices (or articles dropped from them), or any other extreme cause;

5.19 Accidents, accidental damage, collision, or objects striking the **Vehicle**;

5.20 Any repair, alteration or modification made to the **Vehicle**, that was made outside of the manufacturers recommended guidelines;

5.21 Improper repair or maintenance, including the use of fluids, parts or accessories other than those specified as suitable for use since purchase of the **Vehicle**;

5.22 Towing the **Vehicle**;

5.23 Improper towing procedures, whilst recovering the **Vehicle**;

5.24 Driving off road unless the **Vehicle** was designed for this by the manufacturer;

The insurance also does not cover the following:

5.25 Failure for **General Wear and Tear** where the **Vehicle** has exceeded 6 years old or 60,000 miles at the time of an **Authorised Claim**.

5.26 Claims arising as a result of negligence or intentional damage (including continuing to drive the **Vehicle** when it is not mechanically sound);

5.27 Parts which are of faulty manufacture or design or which are recalled for repair or replacement by the manufacturer;

5.28 Damage to parts not covered by this insurance or any resulting damage to the covered parts;

5.29 Routine servicing or repairs;

5.30 Any parts which were found to need replacing during routine servicing or repairs;

5.31 Any loss or damage, which is covered or claimed for under any other warranty or insurance;

5.32 Any loss, damage, liability or injury arising directly or indirectly as a result of a covered part failing;

5.33 Damage caused by war risks, sonic booms or nuclear radiation;

5.34 The effects of poor repairs, or faults that were present when **You** bought the **Vehicle**;

5.35 Parts which have not been fitted correctly;

5.36 Any claim within the manufacturer's warranty or guarantee period;

5.37 Any damage caused by fire, accident or any incident on or caused by the condition of the road;

5.38 Payment for repairs costing more than the limits shown in the **Policy Schedule** or as otherwise restricted by this insurance;

5.39 The cost of diagnosis or testing;

5.40 Repairs costing more than the current **Vehicle** valuation as listed in **Glass's Guide**;

5.41 Any repairs carried out without prior approval from the **Administrator**;

5.42 This insurance does not apply if the **Vehicle** is used for any kind of time trial, competition or race; was customised or modified after this insurance started; or is used for hire or reward (for example, taxis, self-drive hire vehicles or driving-school vehicles).

6 GENERAL CONDITIONS

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

6.1 **You** must use all reasonable care to maintain the **Vehicle** in an efficient and roadworthy condition and to take all reasonable precautions to prevent or minimise loss or damage.

6.2 **You** must give the **Administrator** true and complete information.

6.3 **You** must agree to comply with **Our** and the **Administrator**'s reasonable requests.

6.4 **You** must follow the prescribed claims procedure as explained in this document or by the **Administrator**'s claims team.

6.5 **You** must inform the **Administrator** if any of the details in the **Policy Schedule** are incorrect or need updating.

6.6 **You** must keep to the conditions of the insurance to have the full protection of the warranty. If **You** do not keep to them, **We** may cancel the warranty, refuse to deal with **Your** claim or reduce the amount of any claim payment, as **We** see fit.

6.7 Duty of care - **You** must not drive **Your Vehicle** after any damage or incident if this could cause further damage to **Your Vehicle**.

6.8 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 insurance will be void.

6.9 Servicing- The **Vehicle** must be serviced in line with the manufacturer's recommended guidelines.

If the **Vehicle** has no service history, or the service history is incomplete, the **Vehicle** must be serviced at a VAT-registered garage within 12 months or 12,000 miles (whichever is sooner) from the date **You** bought the **Vehicle**. It must then be serviced in line with the manufacturer's specifications, or every twelve months or 12,000 miles (whichever is sooner). The servicing must be in line with the manufacturer's specifications.

The following general conditions apply to this Insurance:

6.10 If **You** do not provide satisfactory proof of servicing, **Your Vehicle** and any claim will not be covered by the insurance, the warranty will automatically terminate.

6.11 Before **You** bought the **Vehicle**, the **Dealer** will have checked it to make sure that the parts covered by this warranty were in a good condition.

6.12 The **Administrator** may use, or insist that the **Approved Repairer** uses, exchanged or reconditioned parts or like-for-like parts of a similar make, quality and wear.

6.13 Transfer of Ownership - If **You** want to sell the **Vehicle, You** will be able to transfer the policy to the new owner. **You** must apply to the **Administrator** to transfer the policy before **You** sell the **Vehicle**. There is a fee of £25 which **You** must enclose with **Your** application. The policy cannot be transferred if the **Vehicle** is sold to a **Dealer** or trader and the policy will be automatically cancelled on such a sale. The unexpired portion of the policy is transferable upon resale of the **Vehicle** to a private individual, provided that:

6.13.1 All documentation relevant to the insurance has been passed over to the new owner; and

6.13.2 The **Vehicle** has been serviced and maintained according to the policy. The fee will be returned if **Your** application cannot be accepted.

6.14 The insurance may not be transferred to another **Vehicle**.

6.15 **You** must submit your claim within 14 days following a **Mechanical Breakdown**.

6.16 **We** will not accept any claim where the repair has not started within 14 days of the relevant fault being reported to **Us** or the **Administrator**.

6.17 The amount of time allowed for labour will be in line with the manufacturer's/**Glass's Guide** repair times.

6.18 **We** will not pay more than the claim limit shown on the **Policy Schedule** or as otherwise restricted in these terms and conditions.

6.19 The mileage quoted in the **Policy Schedule** does not guarantee that this is the true distance **Your Vehicle** has covered.

6.20 If the part to be replaced has some wear, or the replacement part improves the general condition or value of the **Vehicle**, **You** will have to pay an amount towards the replacement part.

7 CANCELLATION AND COOLING OFF PERIOD

7.1 **You** have the right to cancel this policy within 30 days of **Your** policy **Start Date** by contacting the **Administrator**. On receipt of **Your** notice of cancellation, the **Administrator** 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, **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 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 **We** reserve the right to cancel the policy in the event of non-payment of the premium.

7.4 **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 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;

8.1.5 The **Vehicle** is sold to a motor trader or **Dealer**.

9 HOW TO SUBMIT A CLAIM

The following steps will need to be taken by **You** to begin the claim process:

9.1 Contact the **Administrator** on 01279 456 500 and advise of the **Vehicle** issues being experienced.

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

9am – 5pm Monday to Friday.

9am – 1pm Saturday.

Sundays and Bank Holidays – Closed.

9.2 **You** will then be responsible for transporting or, if necessary, arranging recovery of **Your Vehicle** to an **Approved Repairer**.

9.3 **You** will need to advise the **Approved Repairer** of **Your** policy details, these details may include:

- **Your Vehicle**'s registration number;
- **Your** surname;
- **Your** postcode;
- The current mileage of **Your Vehicle**;
- The nature of **Your** claim;
- Details of the service history.

9.4 Once the **Vehicle** is at the **Approved Repairer**, ask them to diagnose the fault, **You** may need to give **Your** permission to pay and carry out any fault finding, diagnosis or dismantling necessary, and agree to pay for any costs outside of the authorised amount.

The following steps will then be carried out by the **Approved Repairer** of **Your Vehicle**:

9.5 The **Approved Repairer** will contact the **Administrator** either on the repairer telephone number of 01279 456 555 or through the iClaim system to obtain approval for the work and to agree the costs **We** will pay.

9.6 **Your Dealer** or **Approved Repairer** must obtain approval for the work via iClaim to agree the claim and costs. Ask that they log on to the web-based iClaim system: https://iclaimuk.autoprotect.net.

Information and advice on how the repairer can create a login and use iClaim can be found at: www.claimingiseasy.co.uk.

9.7 Prior to approval of the works to be carried out to **Your Vehicle**, the **Administrator** may exercise their right to carry out an assessment on the **Vehicle** within 3 working days of contact from the **Approved Repairer** and obtain estimates from other repairers.

Once work has been approved and carried out by the **Approved Repairer**:

9.8 Following approval by the **Administrator** and when the repairs have been completed, the **Approved Repairer** can create their invoice via iClaim or by emailing invoices@autoprotect.net. The invoice must give full details of the repair, including all replacement parts, labour costs and VAT. The invoice must be made out to the **Administrator**.

9.9 The **Administrator** may also need to see **Your** original service invoices.

10 CLAIMS CONDITIONS

10.1 **You** must submit **Your** claim within 14 days following a **Mechanical Breakdown**.

10.2 **We** will not accept any claim where the repair has not started within 14 days of the relevant fault being reported to **Us** or the **Administrator**.

10.3 If when making a claim **You** do not follow the correct procedure, **We** will not be able to pay **Your** claim in this instance.

10.4 No liability shall exist in respect of parts supplied, repairs carried out or any other claim under the policy other than claims made in accordance with the procedures set out in these terms and conditions and for which specific authorisation is given by the **Administrator**.

10.5 **We** reserve the right to provide replacement parts and to carry out repairs under the policy or to arrange for their provision by other persons.

10.6 The **Administrator** may insist that the **Authorised Repairer** uses exchanged or reconditioned parts to affect a repair.

10.7 If a part or component is no longer available, **We** will only pay up to the last known list price of the original part or component on a like for like basis and not the cost of a newer replacement or alternative.

10.8 The amount of time allowed for labour will be in line with the manufacturer's and I.C.M.E standard repair times.

10.9 **We** and the **Administrator** reserve the right to examine the **Vehicle**, to subject it to expert independent assessment and to name the repairer to be used. The **Administrator** will use the results of any expert independent assessment to determine the amount to be paid in respect of a claim. This will be subject to the claimable limits and the terms and conditions of the policy.

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 456 500. 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, 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 **Administrator**.

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 **Administrator** act as **Our** authorised agents. This means that when **You** pay a premium to the **Administrator** it is deemed to have been received by **Us**, and that any premium refund paid by the **Administrators** 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** C**laim.***

*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.