

1 ABOUT YOUR POLICY

1.1 What is Asset Protector Insurance?

Asset Protector Insurance covers **You** in the event **Your Vehicle** is declared a **Total Loss** by **Your** motor insurer and this causes a financial loss which is not met by **Your Motor Insurance Policy** settlement. The cover varies according to how **You** financed **Your Vehicle**, as below:

- 1.1.1 For a **Vehicle** that is not bought on finance it makes up any shortfall between the **Total Loss** settlement by **Your** motor insurer and the price **You** paid for **Your Vehicle** (the **Purchase Invoice Price**).
- 1.1.2 For a **Vehicle** that is purchased using a **Finance Agreement** it makes up any shortfall between the **Total Loss** settlement by **Your** motor insurer and the greater of the outstanding finance on **Your Vehicle** or the price **You** paid for **Your Vehicle** (**Purchase Invoice Price**). Please note **We** will only pay the element of the outstanding balance that relates directly to the price of the **Vehicle**. See the definition of '**Finance Settlement**' in Section 3.

1.2 General Enquiries & Claims

The **Administrators** are appointed by **Us** to handle all claims under this insurance. Their telephone number is 01279 456500. More details can be found in Section 8, How to Make a Claim.

1.3 Language

Certain words throughout this document have specific meanings and are shown in italics. These are listed and defined in section 3. All insurance documents and all communications with **You** about this policy will be in English. If **You** have any disability that makes communication difficult, please tell AutoProtect (MBI) Limited and they will be pleased to help. Contact details are shown in Section 10.

1.4 Insurance Documents

Please ensure **You** read **Your Policy Schedule** together with this policy document and keep them in a safe place. This policy wording includes important details about the cover provided and any exclusions that may apply. **Your Policy Schedule** contains **Your** details, details of the **Vehicle** and the **Period of Insurance**. Please check that the information contained in the **Policy Schedule** is correct and that it meets **Your** requirements. If it does not, or if **You** have any questions, please contact the **Retailer** who arranged this insurance for **You**, or AutoProtect (MBI) Limited.

2 ELIGIBILITY

You can apply for this policy if;

- 2.1 **You** are the owner of the **Vehicle** or are the holder of a Hire Purchase Agreement in respect of the **Vehicle**.
- 2.2 **You** are the insured person and named as the policyholder in the comprehensive **Motor Insurance Policy** for the **Vehicle**. Note: motor trade insurance policies of any type are excluded.
- 2.3 Any **Finance Agreement** 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 invoice price for the original **Vehicle**. For information on this please contact the **Administrators**.
- 2.5 **You** must be a permanent resident of the United Kingdom unless posted to a combat zone as a serving member of **HM Armed Forces**.

3 DEFINITIONS

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

- 3.1 **Administrators** means AutoProtect (MBI) Limited, Warwick House, Roydon Road, Harlow, Essex CM19 5DY. Telephone: 01279 456500.
- 3.2 **CAP** is an independent **Vehicle** value guide published monthly by CAP Automotive Limited, used by the insurance industry in assessing vehicular values.
- 3.3 **Contract Hire Agreement** or **Lease Agreement** means the agreement between **You** and the lease company for the contract hire or lease hire of **Your Vehicle**.
- 3.4 **Cover Start Date** means the start date of cover shown on the **Policy Schedule**.
- 3.5 **Date of Loss** means the date of the incident to the **Vehicle** in respect of which a **Total Loss** claim is subsequently paid under the **Motor Insurance Policy**.
- 3.6 **Excluded Vehicles** means any which:
 - 3.6.1 Have been modified in any way from the manufacturer's specification;

- 3.6.2 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**;
- 3.6.3 Are used for hire or reward, taxis, racing, pace making, speed testing, reliability trials, rallying, or **Vehicles** used for any other competitive event.
- 3.6.4 Are over 3500kg gross weight.
- 3.6.5 Are of the following makes: Bentley, Bristol, Bugatti, Cosworth, De Tomaso, Dorchester, Ginetta, Hummer, Honda NSX models, Lamborghini, Lancia Thema, Lotus, Maserati, Maybach, Mitsubishi 3000GT, Marcos, Noble, Rolls Royce, TVR and Vans above 3500kgs GVM. Kit cars.
- 3.6.6 **Vehicles** with a **Purchase Invoice Price** above £300,000.
- 3.6.7 Are emergency **Vehicles**, driving school **Vehicles**, buses, scooters, motorcycles, invalid carriers, or **Vehicles** which have been modified other than in accordance with the manufacturer's specifications and any make of **Vehicle** not built for principle sale in the UK;
- 3.6.8 Are **Grey imports**;
- 3.6.9 Are left hand drive, and any American make of **Vehicle** unless manufactured as right-hand drive for the UK market;
- 3.6.10 Are not mentioned in **Glass's Guide** or **CAP**;
- 3.6.11 Purchased more than 90 days before the inception date of the policy.
- 3.7 **Finance Agreement** means the agreement between **You** and the **Finance Company** for the purchase of the **Vehicle** including Contract Hire or **Lease Agreements**.
- 3.8 **Finance Company** means any **Finance Company** or any other lender with whom **You** have agreed a **Finance Agreement**.
- 3.9 **Finance Settlement** is the amount **You** require to settle the element of **Your Finance Agreement** that relates to the **Purchase Invoice Price** of the **Vehicle** only. N.B. If **You** borrowed more than the **Purchase Invoice Price** on the **Finance Agreement**, **You** will still have an outstanding balance after **We** have settled **Your** claim. For example, **You** may have borrowed to pay for insurance **Premiums**, new **Vehicle** registration fee, fuel and **We** would not pay any outstanding balance relating to such items.
- 3.10 **Glass's Guide** is an independent **Vehicle** value guide published monthly by Glass's Information Services Limited, used by the insurance industry in assessing vehicular values.
- 3.11 **Grey import** means any a **Vehicle** that was not built to EU **Vehicle** type approved standards and/or was not sold as new in the EU by the manufacturer's official concessionaire or agent.
- 3.12 **HM Armed Force** means regular members of the Royal Navy, Royal Marines, Royal Air Force and Regular Army which will include Gurkhas and Reserve Forces.
- 3.13 **Instalment Plan** means a process by which payment for **Your** policy is made in instalments over a fixed period of time.
- 3.14 **Market Value** means the Retail Transacted Value in **Glass's Guide** or **CAP** for the cost of replacing the **Vehicle** with one of the same make, model trim level, recorded mileage, age and overall condition. **We** reserve the right to have an independent valuation undertaken should the specification not be available within Glass's Guide or **CAP** or it is suspected that the condition of the **Vehicle** is such that this would affect the **Glass's Guide** or **CAP** value. There will be no value allowance for non-standard fittings, other than a reduction should any non-standard fittings be considered to have a detrimental effect on retail prospects and/or value.
- 3.15 **Motor Dealer** means a **Vehicle** dealership or **Vehicle** distribution business that sells new or used **Vehicles** at the retail level, based on a dealership contract with a manufacturer or its sales subsidiary. It employs automobile salespeople to sell their automotive **Vehicles**. It may also provide maintenance services for **Vehicles**, and employ automotive technicians to stock and sell spare automobile parts and process warranty claims.
- 3.16 **Motor Insurance Policy** means a comprehensive **Motor Insurance Policy** issued by an authorised UK motor insurer which insures against accidental loss of or damage to the **Vehicle** throughout the **Period of Insurance**. Note: motor trade insurance policies of any type are excluded.
- 3.17 **Negative equity** means an amount carried over from a previous **Finance Agreement** which is not directly linked to the purchase of the **Vehicle** insured by the policy.
- 3.18 **Period of Insurance** means the period from the **Cover Start Date** as shown in the **Policy Schedule**, until the earliest of the following dates:
 - 3.18.1 The policy reaches the cover end date as shown in **Your Policy Schedule**;
 - 3.18.2 The **Vehicle** is no longer in **Your** possession and **You** do not notify **Us** of a transfer;
 - 3.18.3 **You** submit a valid claim against the policy;
 - 3.18.4 Any monthly instalment on finance for the policy **Premium** is not paid in full;
 - 3.18.5 **You** choose to cancel the policy.
- 3.19 **Policy Schedule** means the document which forms part of the insurance contract between **You** and **Us**. It contains **Your** name, address, **Vehicle** details and details of the level of cover provided.
- 3.20 **Premium** means the amount shown in the **Policy Schedule**.
- 3.21 **Purchase Invoice Price** is the price paid by **You** for the **Vehicle** (including all factory fitted accessories up to £3,000). **We** exclude all deposit allowances, discounts, rebates, concessions, cashbacks, incentives and contributions. **We** also exclude new vehicle registration fees, road fund licence fee, number plates, insurance premiums (including the **Premium** for this policy), warranty costs, fuel, paintwork protection applications, other extras, arrears or **Negative Equity**.

- 3.22 **Retailer** means the party, person or company who has arranged this insurance on **Your** behalf.
- 3.23 **Territorial Limits** means the area in which the policy is effective and are the UK, Northern Ireland, 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 in respect of the **Vehicle** is effective at the **Date of Loss**. The **Vehicle** can only be used outside of the UK for a maximum of 90 days per year.
- 3.24 **Total Loss** means when the **Vehicle** is either stolen or not recovered, or is deemed beyond economic or constructive repair under **Your Motor Insurance Policy**, following material damage or fire.
- 3.25 **Vehicle** means the **Vehicle** specified in **Your Policy Schedule**. It can be any **Vehicle** registered and principally used in the UK, having a maximum purchase price (including manufacturer approved accessories fitted by the **Motor Dealer** who sold **You** the **Vehicle** up to £3,000) of £300,000 which is the subject of a **Finance Agreement** or cash purchase and which is less than 10 years old on the date of purchase of the **Vehicle** and of the commencement of any associated **Finance Agreement**. The **Vehicle** cannot be an Excluded **Vehicle**.
- 3.26 **War** means:
- 3.26.1 **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
 - 3.26.2 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.
- 3.27 **We/Us/Our** means Red Sands Insurance Company (Europe) Limited, Level 3 Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar, and are regulated by the Gibraltar Financial Services Commission (firm reference no 87598). **We** are the insurer for **Your** Asset Protector policy.
- 3.28 **You/Your/Yourself** means the purchaser and registered keeper of the **Vehicle**.

4 WHAT IS COVERED

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

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

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

5 WHAT IS NOT COVERED

- 5.1 Any **Excluded Vehicles**.
- 5.2 Any **Total Loss** of whatsoever nature arising directly or indirectly, in whole or in part, due to any act or omission which is wilful, unlawful or negligent on **Your** or the driver of the **Vehicle**'s part.
- 5.3 Any **Total Loss** if the **Vehicle** is stolen by any person having access to the keys of the **Vehicle** unless taken by force or violence.
- 5.4 Any **Total Loss** which is not the subject of an indemnity settlement under the accidental damage, fire or theft sections of **Your Motor Insurance Policy**.
- 5.5 Any **Total Loss** as a result of an accident where the driver of the **Vehicle** is under the influence of alcohol, drugs not prescribed by a registered medical practitioner, or drugs prescribed by a registered medical practitioner where a warning against driving has been given.
- 5.6 Additional costs within the **Finance Settlement** for anything other than the purchase of the **Vehicle**. This includes but is not limited to; administration charges, option to purchase charges, late payment charges and arrears.
- 5.7 Where there is **Negative equity** included within the **Finance Settlement**, any **Negative equity** will be deducted from the claim settlement figure.
- 5.8 Where **You** have failed to notify **Us** of the **Vehicle** transfer or where the **Vehicle** transfer has been rejected.
- 5.9 Any excess deducted under the **Motor Insurance Policy** which is more than £250.
- 5.10 Any recoverable Value Added Tax (VAT) where **You** are VAT registered.
- 5.11 Any claim resulting in any way from: **War**, invasion, acts of foreign enemies, hostilities (whether **War** be declared or not), civil **War**, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

- 5.12 Any portion of a claimed loss exceeding the **Purchase Invoice Price**.
- 5.13 Where the **Premium** has not been fully paid the settlement will be reduced by the outstanding instalments due.
- 5.14 The salvage value if **You** choose to retain the **Vehicle**.

6 CONDITIONS AND LIMITATIONS

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

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

6.1 Duty of Care

- 6.1.1 **You** must not continue to drive the **Vehicle** after any damage or incident if this could cause further damage to the **Vehicle**. **You** have a duty of care to mitigate any loss following such incident.
- 6.1.2 Contributory Negligence
- 6.1.3 If the Motor Insurer reduces the amount it will pay under **Your** comprehensive **Motor Insurance Policy** because of **Your** contributory negligence, missing service history, MOT or due to the condition of the insured **Vehicle**, **We** will reduce the amount **We** will pay.

6.2 Disclosure of Important Information

- 6.2.1 When **You** applied for this insurance, and/or when **You** applied to make any change to the cover, **You** were asked a number of questions. **We** relied on all of the answers to these questions to decide the terms, including the **Premium** to be charged, upon which **We** offered **You** cover or amended cover.
- 6.2.2 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.
- 6.2.3 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.

6.3 Policy Transfer

- 6.3.1 The policy only applies to **You** and is not transferable to any other person or business.
- 6.3.2 If during the first year of cover, the **Vehicle** is involved in an incident causing it to be written off by **Your** motor insurer and **You** get a replacement **Vehicle** on a "New for Old" basis, **You** will be issued with a new policy of the same duration as **Your** existing cover.
- 6.3.3 **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.
- 6.3.4 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:
- details of the supplying **Motor Dealer** of the replacement **Vehicle**;
 - a copy of the sales invoice when **You** originally purchased **Your Vehicle**;
 - a copy of **Your Motor Insurance Policy**;
 - a copy of **Your** original Asset Protector policy documentation;
 - 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).
- 6.3.5 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 AutoProtect (MBI) 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.

6.4 Acceptance of Motor Insurer's Offer

- 6.4.1 This insurance covers **You** for the difference between the **Total Loss** settlement by **Your** motor insurer and either the outstanding balance under **Your Finance Agreement** or **Purchase Invoice Price**.
- 6.4.2 It is important that **You** understand that **You** should contact **Us** prior to accepting an offer of settlement from **Your** motor insurer. **We** may, at **Our** option, take over negotiations with **Your Motor Insurance Policy** insurer with respect to **Your** total loss claim to assess the offer of settlement.
- 6.4.3 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**.
- 6.4.4 In the event **You** retain the **Vehicle** after settlement of **Your Total Loss** claim, **We** reserve the right to reduce the settlement under **Your** policy by the value of the **Vehicle** retained by **You**.

7 CANCELLATION

You have the right to cancel the policy at any time.

- 7.1 If **You** wish to cancel the policy within the first 30 days, **You** must contact the **Retailer** who sold **You** the policy. If the policy is cancelled within the first 30 days of receiving it (cooling off period) **You** will be entitled to a full refund of the **Premium** as long as **You** have not made a claim and do not intend to make a claim.
- 7.2 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. 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. Should **You** wish to cancel **Your** policy **You** will be required to submit the request via the AutoProtect claims app or online.
- 7.3 Download the AutoProtect app by searching **Your** app store with the words AutoProtect Claims; or text the word APAPP to 88802. **You** will then receive a download link via SMS. Messages are charged at **Your** standard message rate.
- 7.4 Or visit www.apapp.co.uk
- 7.5 If the policy has not been paid in full, **You** will be entitled to a pro-rata refund on the amount **You** have paid under the **Instalment Plan** less the administration fee of £35.

8 HOW TO MAKE A CLAIM

It is important that **You** understand that **You** should contact **Us** prior to accepting an offer of settlement from **Your** motor insurer. **We** may, at **Our** option, take over negotiations with **Your Motor Insurance Policy** insurer with respect to **Your** total loss claim to assess the offer of settlement.

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

- 8.1 Download the AutoProtect app by searching **Your** app store with the words AutoProtect GAP; or text the word APAPP to 88802. **You** will then receive a download link via SMS. Messages are charged at **Your** standard message rate.
- 8.2 Contact the **Administrators** via the app or online at www.apapp.co.uk and notify **Us** of **Your** claim within 120 days of the **Total Loss**.
- 8.3 For claims authorisation, **You** will be asked to provide:
 - 8.3.1 the cause of the **Total Loss**;
 - 8.3.2 **Your** original invoice detailing original purchase price if **You** did not use a **Finance Agreement** to fund the **Vehicle** purchase;
 - 8.3.3 proof of payment of the appropriate **Premium** or **Premium** instalment in respect of the policy via a supplementary invoice supplied by the **Retailer**;
 - 8.3.4 proof of payment of the claim for **Total Loss** under the **Motor Insurance Policy**;
 - 8.3.5 a valid crime reference number in the case of malicious damage or theft;
 - 8.3.6 details of the **Finance Settlement** amount including the outstanding balance, remaining term, interest charges etc.

9 CLAIMS CONDITIONS

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

- 9.1 **Our Right of Recovery.**

We may at **Our** sole option take any steps in **Your** name against any person including but not limited to **Your Motor Insurance Policy** insurer to recover any money **We** pay in settlement of **Your** claim. **You** must provide **Us** with all assistance necessary. **We** may also at **Our** option take over negotiations with **Your Motor Insurance Policy** insurer with respect to **Your Total Loss** claim.
- 9.2 **Other insurance.**

If **You** were covered by any other insurance for the same benefit, **We** will only pay **Our** share of the claim.
- 9.3 **Disposal.**

We accept no liability for the responsible disposal of the **Vehicle** or its salvage in any event.
- 9.4 **Use of Engineers.**

At notification of any claim **We** reserve the right to instruct an independent engineer to inspect the **Vehicle** before authorising any claim. Any decision on liability will be withheld until this report is received. When this right is exercised, **We** shall have no liability for any loss to **You** arising from any possible delay.
- 9.5 **Fraudulent claims or misleading information.**

We take a robust approach to fraud prevention. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain benefit under this insurance, **Your** right to any benefit under this insurance will end, **Your** cover will be cancelled and **We** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** may also inform the police.

10 CUSTOMER SERVICE & COMPLAINTS

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

- 10.1 If **Your** complaint is about the way a policy was sold to **You**
- 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**.
- 10.2 If **Your** complaint is about a Claim or the Administration of the Policy
- If **You** should have a query or complaint regarding a claim or the administration of the Policy, **You** should address **Your** complaint to: The Managing Director, AutoProtect (MBI) Limited Warwick House, Roydon Road, Harlow, Essex CM19 5DY. Tel. No. 01279 456 500.
- We** will contact **You** within five days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take **Us** longer than four weeks, **We** will tell **You** when **You** can expect an answer. If **We** have not given **You** an answer in eight weeks or **You** have received **Your** final response from **Us** and **You** are still not satisfied, **You** can contact the Financial Ombudsman Service, Exchange Tower, London, E14 9SR. By telephone on 0800 023 4567 or by Email complaint.info@financial-ombudsman.org.uk.
- This complaints procedure does not affect any legal right **You** have to take action against **Us**.
- You** can check the above details by visiting the FCA website: www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

11 COMPENSATION SCHEME

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

12 LEGAL AND REGULATORY INFORMATION

- 12.1 **Premiums and Claims – Your rights.**
- When handling **Premium** payments from **You** that are due to **Us**, and when handling any **Premium** refund due to **You**, the **Administrators** and **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.
- 12.2 The law & legal proceedings applicable to this insurance.
- Unless **You** and **We** agree otherwise, the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** live or, if **You** live in the Channel Islands or Isle of Man, the law of whichever of those two places **You** live. Any legal proceedings between **You** and **Us** in connection with this contract will, therefore, only take place in the courts of the part of the United Kingdom, the Channel Islands or the Isle of Man in which **You** live.
- 12.3 Data Protection.
- 12.3.1 **DATA PROTECTION PRIVACY AND DATA PROTECTION NOTICE:**
- We** and AutoProtect (MBI) Ltd are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation (“Legislation”). This notice sets out the basis on which **We** will process any personal data that **We** collect from **You**, or that **You** provide to **Us**. For the purposes of the Legislation, Red Sands Insurance Company (Europe) Limited will qualify as the Data Controller and AutoProtect (MBI) Ltd will qualify as the Data Processor in relation to any personal data **You** supply to **Us**.
- Below is a summary of the main ways in which **We** and AutoProtect (MBI) Ltd process **Your** personal data, to see the full Privacy Policies please visit **Our** websites at www.redsands.gi and www.autoprotect.co.uk.
- 12.3.2 **OUR PRIVACY PRINCIPLES:**
- When **We** collect and use **Your** personal information, it is kept no longer than is necessary, **We** ensure **We** look after it properly and use it in accordance with **Our** privacy principles, **We** keep it safe and will never sell it.
- 12.3.3 **INFORMATION WE MAY COLLECT OR RECEIVE ABOUT YOU:**
- We** may collect and process personal data that **You** provide directly to **Us** by filling in forms, sending emails, over the phone or that **We** receive via third parties such as **Our** partners.
- 12.3.4 **HOW WE USE YOUR INFORMATION:**
- For the purposes of providing insurance, handling claims, research or statistical purposes and any other related

purposes. **We** will also use **Your** data to safeguard against fraud, money laundering and to meet general legal or regulatory obligations.

12.3.5 DISCLOSURE OF YOUR PERSONAL DATA:

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

12.3.6 INTERNATIONAL TRANSFERS OF DATA:

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

12.3.7 YOUR RIGHTS:

You have the right to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

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

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

12.4 Sanctions.

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