

## UNDERSTANDING YOUR POLICY

Please read this document carefully and make sure You understand and fully comply with its terms and conditions. Failure to do so may jeopardize the payment of any claim which might arise and could lead to the policy becoming void. Please ensure You keep it in a safe place so You can read it again if You need to.

### The Policy

We will provide the insurance as stated in this policy. The Proposal/Policy Schedule, which includes the signed declaration and the undertaking to pay the premium, is the basis of the contract and forms part of the policy. The policy contains details of the insurance cover You have bought, what is excluded from the cover and the conditions of this insurance. The Policy is only available to UK residents.

### Contract of Insurance

This policy is evidence of a contract of insurance. This policy will only become effective when We have received payment in full and received and accepted the Proposal/Policy Schedule. This policy is not transferable.

### The Proposal/Policy Schedule

The proposal form and any other information provided by the Insured or on his/her behalf. In consideration of the Insured having completed a proposal form and the required premium paid to the Administrator (please note this policy is not valid until such premiums have been received), the Insurers agree to indemnify the Insured up to the maximum liability detailed herein, subject always to the Definitions, conditions, exclusions and periods contained herein.

### Legal Rights

This insurance is in addition to Your legal rights and is not to be substituted for the supplier's liability if the Vehicle is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.

## DEFINITIONS

The words below have a specific meaning and will appear throughout this document with a capital letter. For ease of reference these definitions have been placed in alphabetical order.

**"Administrator"**: AutoProtect (MBI) Ltd of Warwick House, Roydon Road, Harlow, Essex, CM19 5DY.

**"Application"** any written or oral declaration together with any additional information You may have supplied to Us in support of Your Application for this Policy.

**"Approved Repairer"** a repairer appointed by Us to undertake repairs or replacement of the Tyre or repair to the Wheel.

**"Cost of repairs / replacement"** the Usual charges for Tyres and / or labour to repair or replace the Tyres, or repair the Wheel, exclusive of any part of such charges that may exceed the maximum claim limit in Section E that applies to this policy.

**"Damage"** a sudden and unforeseen event resulting in accidental Damage to Your Tyres, including punctures, or Wheels

**"Geographical Area"** the United Kingdom, the Isle of Man and the Channel Islands.

**"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;

1. The expiry date, as shown in Your policy schedule is reached;
2. You or anyone representing You, defrauds or deliberately misleads Us or the Administrator;
3. The Vehicle, as shown in Your policy schedule, is sold or transferred to a new owner;
4. The maximum claims limit in Section E is reached;
5. You modify the Wheels.

**"Policy Schedule"** this contains Your details, details of the insured Vehicle, and the period of insurance. Please check that information contained in the policy schedule is correct and that it meets Your requirements. If it does not, please contact the introducer who arranged this insurance for You or the Administrator.

**"Start Date"** the date cover commences as specified in Your policy schedule. Normally this will be the date You take delivery of the Vehicle.

**"Terrorism"** means any act of any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

**"Tyre / Tyres"** the Tyres fitted to the Vehicle which must be of the same rating and quality as at the Start Date, including the spare Tyre. If Tyres specifically listed as an Approved Manufacturer extra for the intention of Use in adverse winter Weather, commonly known as 'winter Tyres', are purchased for the Vehicle then these will be eligible if certified as 'fitted' by the supplying dealer.

**"Vehicle"** the passenger car proposed for insurance or where accepted the passenger car specified in Your policy schedule and which is listed in Glass's Guide.

**We / Us / Our:** the insurers, Red Sands Insurance Company (Europe) Limited, registered in England and Wales number 87598. Registered office Level 3 Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority register number 231635

**"Wheel / Wheels"** Alloy Wheels declared to Us at the time You purchase Your Vehicle as detailed in Your policy schedule. If alloy Wheels specifically listed as an Approved Manufacturer extra for the intention of Use in adverse winter Weather, commonly known as 'winter alloy Wheels', are purchased for the Vehicle then these will be eligible if certified as 'fitted' by the supplying dealer.

**"You / Your"** a UK resident who is eligible for and has applied for this insurance and has agreed to pay the premium

## WHAT IS COVERED

In brief TYRE & ALLOY WHEEL INSURANCE provides cover for Your Tyres and Wheels against accidental Damage so long as You have paid the required premium. Please ensure You keep Your policy schedule together with this policy document in a safe place.

### Tyres

If during the period of insurance Damage occurs within the Geographical Area to a Tyre fitted to the Vehicle, We will cover the Cost of repair or replacement of the Tyre (including TPMS within the individual claim limit) by an Approved Repairer. In addition, We will pay the Cost to repair any punctures up to a maximum of £50 inclusive of VAT, all subject to the individual claim limit per tyre up to the aggregate claims limit as specified in Your policy schedule.

### Alloy Wheels

If during the period of insurance Damage occurs within the Geographical Area to a Wheel or Wheels fitted to the Vehicle, We will cover the Cost of repair to the Wheel. Repairs will be undertaken by an Approved Repairer as agreed by your dealer, who will attempt repairs to Your Wheel to their best endeavours. In addition, in the event that the Wheel is damaged beyond repair, We will pay towards the Cost of the replacement Wheel, subject to the individual claim limit per Wheel up to the aggregate claims limit as specified in Your policy schedule.

## ELIGIBILITY

You can apply for this insurance if at the Start Date the Vehicle:

- Is less than 7 years old and has covered less than 80,000 miles
- Is not a commercial Vehicle, emergency Vehicles, taxi, bus, truck, motorcycle or Vehicle used for dispatch, driving schools, road-racing, rallying, pace-making, speed testing or any other competitive event.

## GENERAL EXCLUSIONS

1. Your policy does not cover any claim:

- 1.1. which was incurred more than 30 (Thirty) days before the claim was reported;
- 1.2. which was incurred prior to the inception of the policy;
- 1.3. if the Vehicle is not identified on the Proposal/Policy Schedule;
- 1.4. Any chrome effect Wheel or Wheel of split rim construction;
- 1.5. in respect of any loss of Use of Your Vehicle or any consequential loss of any kind;
- 1.6. where Damage is caused by using the Tyre at the incorrect Tyre pressure or for Costs relating to roadside assistance, towing etc.;
- 1.7. where the Damage to Your Tyre or Wheels is deemed to be a manufacturing defect or where manufacturer recommendations of use have not been followed;
- 1.8. where loss or Damage to Your Tyre or Wheel is caused by a road traffic accident, fire or theft;
- 1.9. Damage caused by incorrect Wheel balancing, defective steering tracking or defective suspension or by a third party for general maintenance to Your Vehicle;

- 1.10. where the Tyres are below the legal tread limit at the time of Damage occurring;
- 1.11. where the Tyres do not carry the 'European E' mark;
- 1.12. where the wheel rim exceed 22" in diameter
- 1.13. where the Damage occurred before the Start Date;
- 1.14. where the Damage to the alloy Wheels is not reported to the Administrator within 30 days of the incident occurring;
- 1.15. which is the subject of fraud, false actions or dishonesty or any act or omission which is wilful or unlawful;
- 1.16. any claim where this policy is not purchased within 30 days of the delivery date of Your Vehicle;
- 1.17. Wheels with chrome effect finish, polished Wheels or any individual or custom painted finishes;
- 1.18. General Wear and tear, neglect or a defect which is deemed not to be Damage.
- 1.19. Where the wheel is pitted or corroded.
- 1.20. Any third party damage, which caused bodily injury.
- 1.21. Any consequential loss.
- 1.22. Claims made in excess of the Aggregate Limit.
- 1.23. Vehicles used for business use other than journeys to and from a permanent place of work.
- 1.24. Non UK residents.
- 1.25. More than 5 Alloy claims during the period of insurance
- 1.26. More than 5 Tyre claims during the period of insurance

## GENERAL 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 or refuse to deal with Your claim or reduce the amount of any claim payment.

### 1. Duty of Care

You must not continue to drive the Vehicle after any damage or incident if this could cause further damage to the Vehicle.

### 2. Change of Ownership

The policy is non-transferable.

### 3. Fraud

You must not act in a fraudulent manner. If You, or anyone acting for You, make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or make a statement in support of a claim, knowing the statement to be false in any respect; or submit a document in support of a claim, knowing the document to be forged or false in any respect; or make a claim in respect of any loss or damage caused by Your wilful act, or with Your connivance, then:

- We shall not pay the claim;
- We shall not pay any other claim which has been made or will be made under the policy;
- We may at Our option declare the policy void;
- We shall be entitled to recover from You the amount of any claim already paid under the policy;
- We shall not make any return of premium; and
- We may inform the police of the circumstances.

### 4. Cancellation

You may cancel the policy within 30 days of the Start Date without financial penalty provided no claim has been made. If you wish to cancel the policy within the first 30 days you are required to write to the retailer who sold you the policy. If the policy is cancelled within the first 30 days of receiving it (the cooling off period) you will be entitled to a full refund of any premium paid as long as you have not made a claim and do not intend to make a claim. Thereafter both parties must give 30 days' notice of cancellation. The policy has no surrender value and no premium paid will be refunded after 30 days of the Start Date.

### Duty of Disclosure

The policy has been issued based upon information, which You have given to Us about Yourself, and the Vehicle. You have a duty to tell Us immediately of any changes to this information in particular any of the following: change of address, or use of the

Vehicle e.g. being used for private hire. Failure to do so may invalidate Your cover under this policy. We will then advise You of any changes in terms.

#### 5. The Law Applicable to this Policy

The policy will be governed by the laws of England and Wales.

#### IMPORTANT – LASER CUT/DIAMOND CUT WHEELS

For laser cut/diamond cut Wheels it may be necessary for the Wheel to be removed from the Vehicle and sent to a specialist repairer for re-manufacture, a process that can take up to 10 working days. Under these circumstances the insurance does not provide for any other costs incurred whilst the Wheel is being repaired.

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. 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.

#### CLAIMS CONDITIONS

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 authorised repairers.
2. The Insured shall, on the occurrence of any event giving rise to a claim under this policy, give notice thereof to the Administrator within 30 (Thirty) days of the incident.
3. Any repair work commenced or carried out without prior authorisation from the Administrator will render the claim invalid.
4. The Insured will be responsible for payment of any repair work completed by the repairer that falls outside the scope of this policy.
5. Only the Administrator is mandated to authorise or reject claims. The Insured shall allow the Insurer or his representative access to inspect the Vehicle, which is the subject of a claim.

#### HOW TO MAKE A CLAIM

The quickest and most effective way to register Your claim is by using Our SMART claims app, available for iOS and android.

You can obtain the app by texting the word 'smart' to 88802 or by searching for AutoProtect in the app store

The app will take You through the claims process step by step and You will need to provide Us with:

- The policy number and Vehicle details;
- Details of the damage including digital images;

Within minutes You will receive an email giving an indication as to how Your claim will be processed.

Alternatively You can make a claim online at [www.apsmartclaim.co.uk/claim](http://www.apsmartclaim.co.uk/claim) or by contacting the Administrator on 01279 456 501.

#### COMPLAINTS PROCEDURE

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.

#### 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 Dealer who sold the Policy to You.

#### 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: Financial Ombudsman Service, Exchange Tower, London, E14 9SR. By telephone on 0800 023 4567 or by Email [complaint.info@financial-ombudsman.org.uk](mailto: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 on the Financial Conduct Authority Register by visiting the FCA website: [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

#### COMPENSATION SCHEME

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 is available from the Financial Conduct Authority of the FSCS. The FSCS can be visited on the web at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS on 0207 741 4100.

#### DATA PROTECTION PRIVACY AND DATA PROTECTION NOTICE

We and AutoProtect (MBI) Limited 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) 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 and AutoProtect (MBI) Limited 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 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) 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 this privacy notice. If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact AutoProtect (MBI) Limited, Warwick House, Roydon Road, Harlow, Essex CM19 5DY.

#### Tyre and Alloy Wheel Helpline 01279 456 501

Calls may be recorded for training and monitoring purposes.