

Smart Cover Policy

1 ABOUT YOUR POLICY

Your Smart cover policy is designed to help keep **Your Vehicle** in excellent condition at all times throughout **Your** policy term. This document explains what cover is provided and contains the full terms and conditions of the policy.

The Policy Schedule contains information about **You**, the **Vehicle**, the **Claim** limit, **Start Date** and **Period of Cover**. This document, together with the Schedule, Insurance Product Information Document and any endorsements issued by **Us** forms the policy and should be read as one document.

Please read the policy carefully, as **Your** failure to comply with any of the terms and conditions may render the policy invalid.

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 **AutoProtect MBI Limited** on telephone number 0800 0121 830.

2 ELIGIBILITY

You are eligible for cover under this policy if: at the **Start Date**, **You** are residing in the **Territorial Limits** and **Your Vehicle** is used for social, domestic or pleasure purposes, Class 1 (driving to and from **Your** place of work) and Class 2 Business Use (business use excluding commercial travelling).

Please note this policy does not cover the following Vehicles in any circumstances; company owned fleet vehicles or company pool cars; light commercial Vehicles, delivery Vehicles, panel vans and Vehicles exceeding 3500kg. The following types of Vehicles are also excluded: motorcycles, scooters, three wheeled Vehicles, kit-cars, quad bikes, caravans or motor homes, trailers, boats, Vehicles used for hire or reward (for example taxis, self-drive hire or driving schools), delivery courier or a Vehicle used in any sort of rally, speed testing, 4x4 off-roading, racing or any kind of competition or trial.

3 DEFINITIONS

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

- 3.1 **Authorised Claim:** means where **We** have accepted **Your Claim** and have agreed to carry out a **Minor Cosmetic Damage Repair**.
- 3.2 **AutoProtect MBI Limited:** means **AutoProtect MBI Limited**, Warwick House, Roydon Road, Harlow, Essex, CM19 5DY, who act as the administrator for all sections of this policy (Registration Number 05089293). **AutoProtect MBI Limited** is fully authorised and regulated by the Financial Conduct Authority (FCA) and appear in the FCA Register (Register number 312143).
- 3.3 **Aggregate Claims Limit:** means the amount, as noted on the Schedule, which is the maximum amount of cover under this policy. Please refer to the Schedule for further details on the **Aggregate Claims Limit** which applies to **Your** cover.
- 3.4 **Bodyshop Repair:** In the event that the damage to **Your Vehicle** falls within definition of **Minor Damage** and is subject to an **Authorised Claim** but a **Minor Cosmetic Damage Repair** cannot be used to facilitate the repair, this policy will contribute up to £250 (including VAT) towards the cost of having a conventional Bodyshop repair this **Minor Damage**. This is subject to **You** providing an invoice from a VAT registered repairer for the work carried out.
- 3.5 **Chip:** means a chipped area on the **Vehicle** up to a maximum of 5mm in diameter and 1.5mm in depth.
- 3.6 **Claim:** means **You** are requesting **Us** to consider a **Minor Cosmetic Damage Repair** to **Your Vehicle**.
- 3.7 **Excess:** means the amount in Sterling, as noted on the Schedule and for which **You** will be liable in respect of each and every **Authorised Claim**. Please refer to the Schedule for further details on the **Excess** which applies to **Your** cover.
- 3.8 **Incident:** means cause of the damage.

- 3.9 **Individual Claim Limit:** means the amount, as noted on the Schedule, which is the maximum amount covered in respect of any one **Authorised Claim** under this policy. For the avoidance of doubt, please note that for any **Individual Claim** being submitted where the cost to repair 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** as noted within the Schedule. 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 refer to the Schedule for further details on the **Individual Claim Limit** which applies to **Your** cover. Please note, damages are subject to all policy terms and conditions including the size limitations and exclusions set out in this policy wording.
- 3.10 **Insurers:** means Red Sands Insurance Company (Europe) Limited (Registration Number 87598) of Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar and Aioi Nissay Dowa Insurance UK Limited. Registered in England and Wales (Company Number: 11105895) at 7th Floor, 52-56 Leadenhall Street, London, EC3A 2BJ.
- 3.11 **Minor Damage(s):** means any **Chip** (for a **Chip** this is 5mm in diameter and 1.5mm in depth), **Minor Dent**, **Scatched Area** and/or **Minor Scuff** where the total damaged area is no larger than 30cm in diameter and 3mm in depth. In the case of multiple damages being caused by the same **Incident**, or where **Minor Damage** extends across multiple panels, the total size of the combined damaged area must also be no larger than 30cm in diameter and 3mm in depth.
- 3.12 **Minor Cosmetic Damage Repair:** means a mobile repair technique which involves restoring eligible areas as near to the original condition as is possible. Damage to large, flat surfaces, roofs, bonnets and boots are only subject to stone **Chip** repairs, and will be **Weatherproofed and Disguised** only.
- 3.13 **Minor Dent:** means a dented area on the **Vehicle** up to a maximum of 30cm in diameter, 3mm in depth, where the panel has not been ripped, perforated, torn or damaged the structure/alignment of the panel(s).
- 3.14 **Minor Scuff:** means a scuffed area on the **Vehicle** up to a maximum of 30cm in diameter and 3mm in depth.
- 3.15 **Multi-stage or Optional Specialist Effect Paint Finishes:** means any paint that at the point of **Vehicle** manufacture has been applied as an optional extra and/or where the colour coat stage contains multiple separate layers and/or the lacquer finish has a coloured effect, any of which cannot be repaired outside of a Bodyshop environment.
- 3.16 **Paint Protection:** means 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 **Us** of such.
- 3.17 **Period of Cover:** means the period, as noted on the Schedule, for which **We** have agreed to provide cover and for which **You** have paid the relevant premium.
- 3.18 **Pre-Existing Damage:** means any **Chip**, **Minor Dent**, **Scatched Area** and/or **Minor Scuff** 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 **Repairer:** means the person who is authorised by **Us** to carry out the repair work to the **Vehicle**.
- 3.20 **Schedule:** means the document containing important information about **You**, the **Vehicle**, the **Start Date**, the **Aggregate Claims Limit** and **Individual Claim Limit** and the premium.
- 3.21 **Scatched Area:** means a collection of scratches on the **Vehicle** where the total area is up to a maximum of 30cm in diameter and 3mm in depth.
- 3.22 **Start Date:** means the date on which **Your** cover under this policy starts as noted within **Your** Schedule.
- 3.23 **Territorial Limits:** means England, Scotland (excluding any Islands) and Wales.
- 3.24 **Vehicle:** means the Vehicle described in the Schedule and is used for social, domestic or pleasure purposes, Class 1 (driving to and from **Your** place of work) and Class 2 Business Use (business use excluding commercial travelling). Please note this policy does not cover the following Vehicles in any circumstances; company owned fleet vehicles or company pool cars; light commercial Vehicles, delivery Vehicles, panel vans and Vehicles exceeding 3500kg. The following types of Vehicles are also excluded: motorcycles, scooters, three wheeled Vehicles, kit-cars, quad bikes, caravans or motor homes, trailers, boats, Vehicles used for hire or reward (for example taxis, self-drive hire or driving schools), delivery courier or a Vehicle used in any sort of rally, speed testing, 4x4 off-roading, racing or any kind of competition or trial.
- 3.25 **Weatherproofed and Disguised:** means 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-in to protect the area from further damage or corrosion. Damage will remain slightly visible.
- 3.26 **We/Us/Our:** means the **Insurers**, Red Sands Insurance Company (Europe) Limited (Registration Number 87598) of Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar and Aioi Nissay Dowa Insurance UK Limited. Registered in England and Wales (Company Number: 11105895) at 7th Floor, 52-56 Leadenhall Street, London, EC3A 2BJ.
- 3.27 **You/Your/Yourself:** means the person named as the policyholder in the Proposal/on the **Schedule**.

4 COVER PROVIDED

- 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 Cosmetic Damage Repair** techniques, subject to the terms and conditions detailed in this document.
- 4.2 In the event that the damage to **Your Vehicle** falls within definition of **Minor Damage** and is subject to an **Authorised Claim** but a **Minor Cosmetic Damage Repair** cannot be used to facilitate the repair, this policy will contribute up to £250 (including VAT) towards the cost of having a conventional Bodyshop repair this **Minor Damage**. This is subject to **You** providing an invoice from a VAT registered repairer for the work carried out.

Please Note that all aftermarket repairs vary from that of an automotive factory finish, which is machine sprayed to a degree beyond that achievable by human capability.

- 4.3 Should there be a change in ownership of the named **Vehicle**, the remaining term of the policy can be transferred to a new **Vehicle** owned by **You** subject to the terms, conditions and exclusions of this policy. **We** reserve the right to apply a fee of £29.99 for all **Vehicle** transfers. The policy may not be transferred to a third party.

5 EXCLUSIONS

You will not be covered:

- 5.1 for any applicable **Excess** payable;
- 5.2 for **Minor Damage** that cannot be defined as a **Scratched Area, Chip, Minor Scuff** or **Minor Dent**;
- 5.3 if **You** have not paid the premium;
- 5.4 for any costs in excess of £250 (including VAT) following an **Authorised Claim** requiring a conventional **Bodyshop Repair** as a **Minor Cosmetic Damage Repair** could not be facilitated;
- 5.5 for **Minor Damage** caused to any other third party;
- 5.6 for any other costs that are indirectly caused by the event which led to **Your Claim**, unless specifically stated as covered in this Policy;
- 5.7 for repairs to any body panel/bumper or part of a body panel/bumper that has been cracked, ripped, torn or perforated;
- 5.8 for repairs to any body panel/bumper where damage has been caused to the structure or alignment of the panel(s) for example broken/distorted panel/bumper attachment points and/or inconsistent panel gap;
- 5.9 for the replacement of any body panel or part of a panel;
- 5.10 for the 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;
- 5.11 where the loss is covered and or claimed for under any other insurance;
- 5.12 for any repair work carried out without prior authorisation being given by **Us**;
- 5.13 for any **Pre-Existing Damage**;
- 5.14 for any damage caused and/or repair work carried out outside the **Territorial Limits**;
- 5.15 for any of the following:
- 5.15.1 **Minor Damage** caused by hail, rust or corrosion or where rust has settled into the panel / damaged area;
 - 5.15.2 **Minor Damage** to large, flat surfaces such as bonnets, roofs and boot lids other than stone **Chip** repairs;
 - 5.15.3 **Minor Damage** to stickers or decals;
 - 5.15.4 **Minor Damage** to beading or moulding (including protective plastic);
 - 5.15.5 **Minor Damage** to matt finish paint, body wrap, chrome illusion paint (two tone paint finish), bespoke paints and **Multi-stage** or **Optional Specialist Effect Paint Finishes**;
 - 5.15.6 Damage estimated to exceed 4 hours to repair under a **Minor Cosmetic Damage Repair**;
 - 5.15.7 Damage of any kind to wheels and wheel rims;
 - 5.15.8 Damage of any kind to windows or mirror glass;
 - 5.15.9 Damage of any kind to the **Vehicle** interior or upholstery;

- 5.15.10 **Minor Damage** that exceeds the maximum **Individual Claim Limit** or the **Aggregate Claims Limit**;
- 5.15.11 **Minor Damage** to locks or handles;
- 5.15.12 **Minor Damage** to chrome, textured effect or non-body coloured trims;
- 5.15.13 **Minor Damage** that involves accessories, door mouldings, window mouldings or lights;
- 5.15.14 **Minor Damage** caused by nuclear substances or activity;
- 5.15.15 **Minor Damage** caused by war, civil commotion, labour disturbances, riot, strike, lockout, public disorder or any form of terrorism;
- 5.15.16 The **Excess**, if applicable, as noted on the Schedule and for which **You** will be liable in respect of each and every **Authorised Claim**.

6 GENERAL CONDITIONS

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

- 6.1 **You** must submit **Your Claim** within **30 days** following an **Incident**;
- 6.2 **You** must use all reasonable care to maintain the **Vehicle** and to take all reasonable precautions to prevent or minimise loss or damage;
- 6.3 **You** must give **Us** true and complete information, see section 11.6;
- 6.4 **You** must agree to comply with **Our** reasonable requests;
- 6.5 **You** must follow the prescribed **Claims** procedure as explained in this document or by **Our** Claims team;
- 6.6 **You** must pay the **Excess** (if applicable and shown in **Your** Schedule);
- 6.7 **You** must inform **Us** if any of the details in the Schedule are incorrect or need updating.
- 6.8 If any of the changes in circumstances listed below occur after you purchase this policy, **You** should contact **us** by telephone: 0800 0121 830:
 - 6.8.1 **You** change or transfer ownership of **Your Vehicle**;
 - 6.8.2 **You** change what **You** use **Your Vehicle** for (for example, if you start using it for hire and reward);
 - 6.8.3 **You** make any modifications to **Your Vehicle**;
 - 6.8.4 **You** change the registration number of **Your Vehicle** to a cherished number plate;
 - 6.8.5 **You** change **Your** address;
 - 6.8.6 **You** change **Your** name (for example, due to marriage);
 - 6.8.7 **You** develop any problems that affect **Your** ability to drive;

If **You** advise us of a change in **Your** circumstances and **You** or **Your** vehicle become ineligible for cover, **We** will cancel **Your** policy and let **You** know if you're entitled to a partial refund, see section 7 "Cancellation and Cooling off Period" below.

7 CANCELLATION AND COOLING OFF PERIOD

- 7.1 **You** have the right to cancel this policy within **14 days** from the receipt of **Your** policy documentation by contacting the retailer from whom **You** purchased the policy. On receipt of **Your** written notice of cancellation, the dealer 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 **14 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 an admin fee of £29.99. If an **Authorised Claim** has been made, no refund will be due upon cancellation.
- 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 Cover** if **We** have a good reason for doing so. Some examples of situations where **We** might do this include:
 - **You** not making a payment for **Your** insurance policy, including any monthly instalments under a credit agreement, when it is due;
 - **You** providing **Us** with incorrect information, and failing to put this right when **We** ask **You** to;

- **You** using threatening or abusive behaviour or language, or being intimidating towards **Our** staff or suppliers..

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

This policy will automatically terminate on whichever of the following happens first:

- 8.1 the date on which the policy expires as per **Your** Schedule; or
- 8.2 following 2 consecutive failed attempts to receive payment of the premium if **You** pay **Your** premium by way of Direct Debit, you may be entitled to a pro-rata refund see section 7; or
- 8.3 **You** cease to be resident within the **Territorial Limits**, you may be entitled to a pro-rata refund see section 7.

9 HOW TO SUBMIT A CLAIM

- 9.1 Please note that repairs will be carried out at a location agreed between **You** and **AutoProtect MBI Limited** providing that there is space for the repair to be carried out safely; the **Vehicle** is parked legally and the location of the **Vehicle** is within the **Territorial Limits**. It may be necessary for the repairer to erect a vehicle shelter to carry out the repair this may require space of up to 1 **Vehicle** width around **Your Vehicle**. If **You** have any questions or concern regarding the space or location required for the repair to be carried out safely please call **Us** 0800 077 8713.
- 9.2 When **You** become aware of any **Minor Damage** that could lead to a **Claim**, **You** must call **Us** on 0800 077 8713 within 30 days following the Incident. **You** can also submit **Your Claim** online at www.smartinsurance.com or by downloading **Our** smart phone app, available by searching the App store or android marketplace for SMART Insurance UK.
- 9.3 If the **Claim** is covered by this policy, authorisation will be given to carry out the repair. A **Claims** authority number will be issued with an authorised repair cost, which is the maximum **We** will pay for the repair, subject to the sum insured.
- 9.4 In order to process **Your Claim** **We** will require:
 - 9.4.1 **Your** personal and **Vehicle** details;
 - 9.4.2 Full details of the damage, including **Paint Protection** product if applied;
 - 9.4.3 Confirmation that the damage falls within the parameters as described within the Policy Definitions for a **Chip, Scratched Area, Minor Dent** or a **Minor Scuff**;
 - 9.4.4 **You** will be requested to provide **Us** with a photo and documentation to support **Your Claim**. **Your** photos can be emailed to smartclaims@autoprotect.net or sent via post to AutoProtect MBI Limited, Warwick House, Roydon Road, Harlow, Essex, CM19 5DY.
- 9.5 Upon receipt of the information **We** will review **Your Claim**. If the **Claim** is covered under **Your** policy it will be passed to **Our** authorised **Repairer** who will then contact **You** directly to arrange a repair booking.
- 9.6 Prior to the commencement of a repair, the authorised **Repairer** will inspect the **Vehicle**. If the **Minor Damage** is beyond the scope of the **Authorised Claim**, the **Minor Damage** will be referred to **Us** for further assessment.
- 9.7 Where **You** are advised by **Us** that **Your Vehicle** has **Minor Damage** that requires a **Bodyshop Repair**:
 - 9.7.1 **You** will need to pay for the repair work to be carried out and submit a copy of the repair invoice to **Us**.
 - 9.7.2 Upon receipt of a valid repair invoice **We** will contribute up to £250 (including VAT) towards the cost of having a conventional **Bodyshop Repair**.
 - 9.7.3 **We** recommend that a **Bodyshop Repair** is carried out at an approved Bodyshop or repairer in line with the conditions of the vehicle's anti-corrosion, paintwork and perforation warranty.
 - 9.7.4 Should **You** choose not to appoint an approved Bodyshop or repairer **You** may invalidate you vehicle's anti-corrosion, paintwork and perforation warranty.
- 9.8 Following a 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 **Us** immediately.
- 9.9 Any **Excess** due must be paid prior to commencement of the repair. **Your** signature will be required as evidence of inspection both before a repair commences and after completion to confirm **Your** acceptance and satisfaction with the work performed.

- 9.10 For the avoidance of doubt, please note that for any Individual **Claim** being submitted where the cost to repair 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** as noted within the Schedule. 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 refer to the Schedule for further details on the **Individual Claim Limit** which applies to **Your** cover. Please note, damages are subject to all policy terms and conditions including the size limitations and exclusions set out in this policy wording.

10 ENQUIRIES OR COMPLAINTS

- 10.1 **AutoProtect MBI Limited** and the **Insurers** 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 **AutoProtect MBI Limited** in writing at AutoProtect MBI Limited, Warwick House, Roydon Road, Harlow, Essex, CM19 5DY, by emailing smartcomplaints@autoprotect.net or by telephone on 0800 012 1830. Please quote **Your** policy or **Claim** number in all correspondence.
- 10.2 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**. In the event that we receive a complaint which is the responsibility of a different respondent, we will promptly forward the complaint to the relevant respondent and advise **You** directly of this action, along with the respondents contact details.
- 10.3 **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.
- 10.4 If the matter is still not resolved to **Your** satisfaction and **We** have 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 **Our** 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 IMPORTANT NOTES

11.1 About the Insurers

Red Sands Insurance Company (Europe) Limited (Red Sands) is licensed and regulated by the Gibraltar Financial Services Commission under the Financial Services Act 2019 of Gibraltar and is a member of the UK's Financial Services Compensation Scheme and the Association of British Insurers (ABI).

Red Sands is registered in Gibraltar, number 87598, with a registered office at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.

Aioi Nissay Dowa Insurance UK Limited (AND-UK) is registered in England and Wales (Company Number: 11105895), registered office: 7th Floor, 52-56 Leadenhall Street, London, EC3A 2BJ. Aioi Nissay Dowa Insurance UK Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register number 816870.

The **Insurers** act as co-Insurers. Accordingly, the liability of each of the **Insurers** individually in respect of the minor cosmetic damage as insured in this policy shall be limited to the following proportions: Red Sands Insurance Company (Europe) Limited 90%; Aioi Nissay Dowa Insurance UK Limited 10%; or such other proportion as confirmed to **You** in writing and signed by both **Insurers**.

11.2 About AutoProtect MBI Limited

AutoProtect MBI Limited is registered in England, 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).

11.3 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.

11.4 Data Protection Regulations

Red Sands Insurance Company (Europe) Limited "Red Sands", Aioi Nissay Dowa Insurance UK Limited "AND-UK" 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 and AND-UK will qualify as joint Data Controllers. **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 https://www.aioinissaydowa.eu/files/pdf3/ANDIE_SMART_Privacy_Notice_v2.pdf 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 and AND-UK as Data Controllers are responsible for **Your** personal data and **Our** full details (including registration and address details) can be found within this policy wording.

If **You** have any questions about the privacy notice, including any requests to exercise **Your** legal rights, please contact Aioi Nissay Dowa Insurance UK Limited, 7th Floor, 52-56 Leadenhall Street, London, EC3A 2BJ or dpo-privacy@aioinissaydowa.eu.

11.5 Fraud

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

- 11.5.1 makes a **Claim** under the policy knowing the **Claim** to be false or exaggerated in any way; or
- 11.5.2 makes a statement in support of a **Claim** knowing the statement to be false in any way; or
- 11.5.3 sends **Us** any documentation in support of a **Claim** knowing the documentation to be forged or false in any way; or
- 11.5.4 makes a **Claim** for any loss caused by **Your** deliberate act or with **Your** agreement then **We**:
 - 11.5.4.1 will not consider **Your Claim**;
 - 11.5.4.2 may declare the policy void;
 - 11.5.4.3 will be entitled to recover from **You** the amount of **Our** outlay for an authorised Repair;
 - 11.5.4.4 will not return any of **Your** premiums;
 - 11.5.4.5 may let the police know about the circumstances.

11.6 Duty to not misrepresent

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 and your policy being terminated.

11.7 Other Important Notes

- 11.7.1 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.
- 11.7.2 **We** reserve the right to decline any insurance risk or to change the Premium and the terms quoted.
- 11.7.3 Language - All communication between **You** and **Us** will be conducted in English.
- 11.7.4 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 **Us** if **You** require any of these services to be provided so that **We** can communicate with **You** in an appropriate manner.

Smart Cover

Insurance Product Information Document

Company: Red Sands Insurance Company (Europe) Limited and Aioi Nissay Dowa Insurance UK Limited

Red Sands Insurance Company (Europe) Limited are registered in Gibraltar (registered number 87598) and are licensed by the Gibraltar Financial Services Commission. Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.

Aioi Nissay Dowa Insurance UK Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register number 816870. Registered in England and Wales (Company Number: 11105895), registered office: 7th Floor, 52-56 Leadenhall Street, London, EC3 2BJ.

Product: Smart Cover Policy

AutoProtect MBI Limited does not provide advice and is an intermediary registered in the U.K. and licensed by the Financial Conduct Authority (FRN 312143). AutoProtect MBI Limited acts on behalf of Red Sands Insurance Company (Europe) Limited who are registered in Gibraltar (registered number 87598) and are licensed by the Gibraltar Financial Service Commission and Aioi Nissay Dowa Insurance UK Limited, who are Registered in England and Wales (registered number 11105895).

This document is only intended to provide a summary of the main policy coverages and exclusions and is not personalised to your specific needs in any way. Complete pre-contractual and contractual information on the product or the insurer is provided on our website and in your policy documentation.

What is this type of insurance?

This insurance provides protection against minor damage to your vehicle which can occur from everyday use.



What is insured?

- ✓ Minor damage caused by everyday motoring to be repaired using Minor Cosmetic Damage Repair techniques.
- ✓ A contribution of up to £250 incl. VAT towards the cost of a body shop repair where the Minor Damage cannot be repaired using Minor Cosmetic Damage Repair techniques.
- ✓ Any Chip, Minor Dent, Scratched Area and/or Minor Scuff where the total damaged area is no larger than 30cm in diameter and 3mm in depth. In the case of multiple damages being caused by the same incident or where Minor Damage extends across multiple panels, the total size of the combined damaged area must also be no larger than 30cm in diameter and 3mm in depth.
- ✓ A dented area on the vehicle up to a maximum of 30cm in diameter and 3mm in depth, where the panel has not been ripped, perforated, torn or damaged the structure / alignment of the panel.
- ✓ A collection of scratches on the vehicle where the total area is up to a maximum of 30cm in length and 3mm in depth.
- ✓ A chipped area on the vehicle up to a maximum of 5mm in diameter and 1.5mm in depth.
- ✓ An individual claim for minor damage(s) up to £550.
- ✓ Multiple Claims on this policy up to the Aggregate Claims Limit of £3,000



What is not insured?

- ✗ Any Chip, Minor Dent, Scratched Area and/or Minor Scuff where the total damaged area is larger than 30cm in diameter and 3mm in depth. (For a Chip this is 5mm in diameter and 1.5mm in depth).
- ✗ Any Chip, Minor Dent, Scratched Area and/or Minor Scuff, being caused by the same incident or where Minor Damage extends across multiple panels, where the total damaged area is larger than 30cm in diameter and 3mm in depth.
- ✗ Any Minor Damage that requires a body shop repair.
- ✗ Minor Damage to large, flat surfaces such as bonnets, roofs and boot lids other than stone Chip repairs.
- ✗ Minor Damage to beading or moulding (including protective plastic).
- ✗ Minor Damage to locks and handles.

Please refer to your policy wording for a complete list of policy exclusions.



Are there any restrictions on cover?

- ! Pre-existing Damage already present on the vehicle before cover begins.
- ! Your vehicle must only be used for social, domestic or pleasure purposes, Class 1 (driving to and from Your place of work) and Class 2 business use (business use excluding commercial travelling).
- ! The following vehicles are not covered: Motorcycles, Scooters, Three wheeled vehicles, kit-cars, quad bikes, caravans or motor homes, trailers, boats, vehicles used for hire and reward, delivery courier, or a vehicle used in any sort of rallying, speed testing, 4x4 off-roading, racing or any other kind of competition or trial.



Where am I covered?

- ✓ You are covered as long as you continue to reside within the territorial limits, meaning England, Scotland (excluding any islands) and Wales.



What are my obligations?

- You must submit Your Claim within 30 days following an Incident.
- You must use all reasonable care to maintain the Vehicle and take all reasonable precautions to prevent or minimise loss or damage.
- You must follow the prescribed claims procedure as explained in this document or by Our claims team.
- You must pay the Excess (if applicable and shown in Your Schedule).
- You must inform Us if any of the details in the Schedule are incorrect or need updating. Failure to do so may affect your ability to make a claim under this policy.



When and how do I pay?

You may pay the premium as a one-off payment before your cover starts or by direct debit in 12 monthly instalments. (Not all centres offer a monthly instalment option). The first payment will be collected up to a month after your cover begins.



When does the cover start and end?

Cover starts on the date you accept delivery of your vehicle and ends on the earliest of the following;

- a. the date on which the policy expires as per Your Schedule;
- b. 2 consecutive failed attempts to receive payment of the premium if You pay Your premium by Direct Debit;
- c. You cease to be resident in the territorial limits;
- d. the date upon which cover is cancelled or brought to an end in accordance with the terms and conditions.



How do I cancel the contract?

You have the right to cancel this policy within 14 days from the receipt of Your policy documentation by contacting the dealer from whom You purchased the policy. If You choose to cancel the policy after 14 days of the policy start date, then You must contact AutoProtect MBI Limited at smartinfo@autoprotect.net. There is a fee of £29.99 for canceling the policy.

If you cancel the policy after 14 days and no successful claims have been made on the policy then a pro-rata refund will be paid less a cancellation fee of £29.99.