

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 the 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.

CONTRACT OF INSURANCE

The Policy is evidence of a contract of insurance. The Policy will only become effective when We have received payment in full and received and accepted the Proposal / Policy Schedule.

THE PROPOSAL / POLICY SCHEDULE

This contains Your details, details of the Vehicle and the Period of Insurance. Please check that the information contained in the Proposal / 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.

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.

Contract of Insurance/ Policy

means the Van Protect insurance policy underwritten between You (the Insured) and Red Sands Insurance Company (Europe) Limited (the Insurer).

Geographical Limits

means the area in which the Policy is effective and are Great Britain, Northern Ireland and Channel Islands plus any additional area detailed under the Mechanical Breakdown Insurance extra benefits.

Indemnity Limit

means the amount shown in the Proposal / Policy Schedule inclusive of VAT, up to the purchase price of the Vehicle.

Insurer / We / Us / Our

means Red Sands Insurance Company (Europe) Limited, registered in Gibraltar No. 87598, registered office: Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.

Insured / You / Your

means the registered owner of the Vehicle forming the subject matter of the Policy.

Vehicle

means the vehicle as specified on the Proposal / Policy Schedule.

Administrators

- Sales & Marketing

AutoProtect (MBI) Limited, whose address is Cambridge House, Cambridge Road, Harlow, Essex CM20 2EQ

(AutoProtect)

- Claims Handling & Payment

AutoProtect (Administration) Ltd, Cambridge House, Cambridge Road, Harlow, Essex CM20 2EQ

(APA)

- Commercial/Coach Assist

Call Assist Ltd, Axis Court, North Station Road, Colchester, Essex CO1 1UX

(Call Assist)

Mechanical Breakdown

means the failure of a component, causing a sudden stoppage of its function, for a reason other than wear and tear, deterioration or negligence. Damage caused by the effect of overheating or abuse is not regarded as a mechanical breakdown under the terms of the Policy.

Period of Insurance

means the dates shown on the Proposal / Policy Schedule.

Proposal / Policy Schedule

means any signed proposal and declaration together with any additional information You may have supplied to Us in support of Your application for insurance.

GENERAL CONDITIONS

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.

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.

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.

Cancellation

You may cancel the Policy within 30 days of the start date without financial penalty provided no claim has been made. Thereafter both parties must give 14 days notice of cancellation. The Policy has no surrender value and no premium paid will be refunded after 30 days of the start date.

Servicing

The Vehicle must be serviced in accordance with the manufacturer's recommended service schedule by a VAT registered dealer.

If You have details of when the last service was carried out, such as a correctly completed entry in the service book or a previous service invoice, which includes the date and mileage of when the last service was carried out, You may service the Vehicle at the manufacturer's recommended interval from that service. Please retain proof of the previous service for Our inspection in the event of a claim.

If You have no proof of any previous service You must have a service carried out to the manufacturer's minimum service standard, by a VAT registered dealer, 6 months or 4,000 miles, whichever sooner, from date or mileage at sale. Then You can revert to the manufacturer's schedule from that point. The intervals between services must not exceed the manufacturer's stipulated maximum excess time or mileage allowance. The only acceptable proof of servicing will be the fully detailed VAT invoice(s) indicating date(s) and mileages readings. You must keep these invoices for Our inspection in the event of a claim.

Failure to maintain and provide proof that the above service schedule has been completed will invalidate the Policy.

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 the Policy. We will then advise You of any changes in terms.

The Law Applicable to the Policy

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

TRANSFER OF OWNERSHIP

Selling the Vehicle with the Policy may assist in its sale. Prior to sale of the Vehicle You can request a transfer of the Policy by calling AutoProtect on 0871 384 1167 and supplying the details of the person to whom you will be selling your Vehicle. There will be a fee of £25 to transfer the Policy. This Policy cannot be transferred if the Vehicle is sold to a dealer or trader and it will be cancelled automatically on such a sale.

The unexpired portion of the Contract of Insurance is transferable upon resale of the Vehicle to a private individual, provided that:

- All documentation relevant to the Policy has been passed over to the new owner and;
- The Vehicle has been serviced and maintained according to the Policy.

The fee will be returned if the application cannot be accepted.

CALL RECORDING

Calls may be recorded for training and monitoring purposes.

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. If You have cause for complaint it is important You know We are committed to providing You with an exceptional level of service and customer care.

Step One – contact the Administrator:

The Managing Director
AutoProtect (MBI) Limited
Cambridge House
Cambridge Road
Harlow
Essex CM20 2EQ
Tel: 0871 384 1167
Fax: 01279 457910

We expect that the majority of complaints will have been quickly and satisfactorily resolved at this stage but if You remain dissatisfied You can take the issue further.

Step Two – If You are still dissatisfied:

In the unlikely event that the matter is still not resolved, Your complaint can be referred to:

The Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London E14 9SR

Please note You have six months from the date of Our final response in which to refer Your complaint to the Ombudsman. Referral to the Ombudsman will not affect Your right to take legal action against Us. The complaints procedure above does not affect any legal right You may have to take action against Us.

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 We cannot meet Our 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 Services Authority of the FSCS. The FSCS can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 020 7892 7300.

DATA PROTECTION

For the purposes of the Data Protection Act 1998 the Data Controller in relation to any personal data You supply is AutoProtect (MBI) Limited. AutoProtect may use Your data to keep You informed by post, telephone or other means, of any products or services which may be of interest to You. If You do not wish to receive information from AutoProtect please write to;

The Data Protection Officer

AutoProtect (MBI) Limited

Cambridge House

Cambridge Road

Harlow

Essex CM20 2EQ

With limited exceptions and on payment of an administration fee, You have the right to access and if necessary rectify information held about You. If You wish to make such an inspection, please write to AutoProtect. AutoProtect will use Your data to set up and administer the Policy, including underwriting and the handling of any claim that may arise, and send Your data in confidence for processing to other companies and repairers, including those located outside the European Union. It may also be disclosed to regulatory bodies for the purposes of ensuring compliance and crime prevention.

MECHANICAL BREAKDOWN INSURANCE

WHAT IS COVERED

In the event of a Mechanical Breakdown within the Period of Insurance, We will indemnify against costs (including labour) incurred in replacing or repairing any original component part of the Vehicle not excluded as below up to the Indemnity Limit. There is no restriction to the number of claims You can make.

Engine

Failure of the following mechanical parts: Starter ring gear, flywheel, oil pump, crankshaft and bearings, timing gears and chains, (excluding tensioner and electronic devices) camshafts and bearings, cam followers, oil cooler, intercooler, tappet gear, valves and guides (excluding burnt out valves), pistons and rings, cylinder bores (excluding cracked or porous bores), con rods, exhaust brake all parts (excluding seizing), core plugs, timing cover oil seal.

Cooling system

Failure of the following mechanical parts: Head gasket,

thermostat, cooling fan clutch, water pump, radiator, excluding choked, blocked or corroded units and all other parts associated with the cooling system.

Manual transmission

Failure of the following parts: Gears, shafts, synchro hubs, selectors, bearings & bushes, splitter mechanisms, range changes and overdrive units when fitted (excluding electrics and external linkages), range change and splitter valves and solenoids.

Automatic transmission

Failure of the following: Torque convertor, gears, clutches, brake bands, valve block, governor, oil pump, bearings and bushes (but excluding external linkages, adjustments and electrics).

Turbo Charger

All internal parts.

Retarder

Internal failure of hydraulic or electro-magnetic retarders.

Rear axles

Failure of the following mechanical parts: Crown wheel and pinion, half shafts, half shaft oil seal and bearings, hub reduction gears, bearings and two-speed operating mechanisms (excluding external linkages), diff locks and mechanism, planetary gears, diff pinion seal.

Front wheel drive

Drive shafts including constant velocity joints, universal joints and couplings (excluding gaiters).

Propshafts

Failure of the propshaft including universal joints and bearings.

Electrics

Failure of the following parts: Starter motor, alternator.

Casings

The following casings are covered provided they have been damaged by a failure and/or by the consequential damage of the insured parts failing: Cylinder block, cylinder head (excluding skimming/pressure testing), gearbox/transfer casing, rear axle housing, carrier casing and bell housing. (Damage as a result of accident, frost or overheating is excluded).

Extra Benefits

The extra benefits listed below will be provided subject to the limits specified in the Proposal / Policy Schedule if any of the parts covered under the Policy fail and You are stranded with the Vehicle;

Driving abroad

The Policy is valid for up to 60 days per annum [pro rata] for driving in the Republic of Ireland and mainland Europe. AutoProtect will not pay more than the equivalent UK cost for parts and labour.

EXCLUSIONS

1. No liability will be accepted for any claim which is reported to APA more than 14 days after the relevant fault is discovered.
2. No liability will be accepted for any claim where the repair has not commenced within 14 days of the relevant fault being reported to APA.
3. The Policy does not apply to Vehicles used for any kind of timed competition or race.
4. Service materials such as oils, fluids, belts and filter elements are excluded.
5. Timing belts are specifically excluded and no liability will be accepted for any engine damage caused by a timing belt failure.
6. No liability will be accepted for damage caused by:
 - neglect;
 - corrosion;

- any foreign matter getting into or onto a part;
 - lack of servicing;
 - the effects of over-heating, whether caused by an insured part or not;
 - freezing;
 - abuse;
 - damage to parts not covered by the Policy or consequential damage following therefrom; or
 - damage to parts we cover caused by parts not covered by the Policy.
7. No liability will be accepted for:
 - wear and tear;
 - deterioration;
 - the effects of poor repairs, faults or defects at the time of the sale;
 - parts which have been fitted incorrectly;
 - parts which are of faulty manufacture or design; or
 - parts not fitted as standard or optional extra by the manufacturer, unless cover for such items is agreed beforehand;
 - any claim within manufacturer's warranty or guarantee period; or
 - faults at time of sale or before commencement date on Proposal / Policy Schedule.
 8. The Policy excludes any damage caused by fire, accident or any road hazard whether or not insured under any motor insurance or accidental damage policy. It does not provide cover for other people or physical injury.
 9. No liability will be accepted for damage caused by war risks, sonic booms or nuclear radiation.
 10. No liability will be accepted for VAT where You are VAT registered.

CONDITIONS

1. Before selling You the Vehicle, the dealer must check the Vehicle to make sure that the parts covered under the Policy are in good condition.
2. We may declare void any Policy where the Proposal / Policy Schedule does not correctly show the exact type, model, age and mileage/kms of the Vehicle. If You give incorrect information on the Proposal / Policy Schedule, the Policy may be void or, at AutoProtect's option, allowed to continue subject to the payment and receipt of any additional premium that may be required to reflect the correct information.
3. The distance quoted on the Proposal / Policy Schedule does not guarantee that this is the true distance the Vehicle has covered.
4. If when making a claim You do not follow the correct procedure, we will not be able to pay Your claim in this instance.
5. We will not pay more than the Indemnity Limit shown on the Proposal / Policy Schedule or as otherwise restricted in this Policy document.
6. AutoProtect has the right to refuse an application for cover.
7. The dealer who sold You the Vehicle acts as an AutoProtect agent only for the purpose of supplying the Policy and for the purpose of receiving premiums.
8. Your rights as set out in the Policy are in addition to Your legal rights.
9. If You sell the Vehicle to a dealer or trader, the Policy will automatically be cancelled and no refund of the premium will be given.
10. You cannot change these terms and conditions unless You have written agreement from Us. We may appoint any person to handle claims, including payment thereof. We reserve the right to change at any time any of the parties providing administration or claims handling or related services under the Policy.

- At the time of cover the Vehicle must be taxed and legal for use on the public highway.

CLAIMS CONDITIONS

- No repairs may be carried out under the Policy until a claims authority number is provided by APA for those repairs.
- 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 APA.
- APA reserves the right to provide replacement parts and to carry out repairs under the Policy or to arrange for their provision by other persons.
- APA may insist that your repairer uses exchanged or reconditioned parts to affect a repair.
- If the part to be replaced has some wear or the part improves the general condition or value of the Vehicle, You may be required to pay a specific amount towards the improvement.
- The amount of time allowed for labour will be in line with the manufacturer's / Glass's Guide standard repair times. The cost of diagnosis or testing is not included.
- The Insurer and APA reserve the right to examine the Vehicle, to subject it to expert independent assessment and to name the repairer to be used. APA 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.

HOW TO MAKE A CLAIM

Please check the Proposal / Policy Schedule to make sure that it covers the parts which have caused the breakdown.

- If You wish to make a claim, telephone 0871 384 1189, or write to:
AutoProtect (Administration) Limited,
Cambridge House
Cambridge Road
Harlow
Essex CM20 2EQ.
The claims procedure will be explained to You.
- Book the Vehicle in with a recommended repairer and give Your permission to carry out any fault finding/diagnosis or dismantling necessary.
- You agree that You will pay the costs of dismantling and repairing the Vehicle if the cause of the breakdown is not covered by the Policy and, if it is covered, all costs which exceed the limits on the Proposal / Policy Schedule and any excesses that may apply. You are responsible for paying for any other work You ask the repairer to carry out.
- The repairer must then telephone APA quoting the Policy type and number and ask for authority to carry out the repair.
- If Your claim is accepted, Your repairer will be informed how much will be paid under the Policy and an authority number for this value will be issued. The authority number will be effective for 90 days only from the date issued. No payments will be made under the terms of the authority number after the expiry of the period of 90 days. You are responsible for paying any amount the repairer charges over and above the amount authorised.
- When the repairs have been completed, the repairer must submit an invoice within the period of 90 days referred to in paragraph five. The invoice must be addressed to APA and clearly show the authority number given by APA for those repairs. The invoice must show whom APA should pay and give full details of the repair,

including all parts used in the authorised repair and labour. APA may also need to see Your original service invoices.

If there is a disagreement please refer to our complaints procedure.

COMMERCIAL ASSIST

ADDITIONAL DEFINITIONS

Breakdown

means an electrical or mechanical failure, which immediately renders the Vehicle immobilised.

Limit of Indemnity

means the maximum that will be paid under the Policy for any one Breakdown, which will be £3000 inclusive of VAT, with the total aggregate amount being up to the purchase price of the Vehicle.

Recovery Operator

means the individual responding to Your telephone call at the 24 hour Control Centre.

Rescue Operator

means the individual effecting roadside assistance / recovery.

WHAT IS COVERED

If the Vehicle suffers a Breakdown during the course of a journey, service will be provided. We will provide cover for any Breakdown and any costs involved with the roadside assistance and recovery to a local dealer (not including parts and labour) up to the Limit of Indemnity, during the Period of Insurance and within the Geographical Limits.

Roadside Assistance and Recovery

We will send help to the scene of the Breakdown and arrange to pay call out fees, mileage charges and up to 1 hour's labour needed to repair or assist with the Vehicle.

If, in the opinion of Our Recovery operator, they are unable to repair the Vehicle at the roadside We will assist in the following way:

- arrange and pay for the Vehicle, You and up to five passengers to be recovered to the nearest garage able to undertake the repair.
- if the above is not possible at the time we will arrange for the Vehicle, You and up to five passengers to be transported to Your home or original destination.

Base Assist

We will despatch one of Our Recovery Operators to Your base address or within a one-mile radius.

Please note: Any repairs undertaken by our recovery operators at their premises are provided under separate contract, which is between You and the garage.

Trailers

If the Vehicle breaks down and a trailer is attached, providing it is fitted with a standard towing hitch, the trailer will be recovered with the Vehicle at no extra cost.

Message Service

If You require, We will gladly pass on two messages to Your home or office to let them know of Your predicament and ease Your worry.

Accident Cover

If the Vehicle is involved in an accident rendering it immobile or illegal we will transport the Vehicle to a nominated address within the United Kingdom.

Important note

Details of the Policy may not reach us by the time assistance is required. In this unlikely event, we will always assist customers, but before cover can be validated, We will ask Policy holders to provide their credit card details. When confirmation of cover has

been received, the credit card details will be destroyed immediately. If breakdown cover is not valid, payment for the service will be deducted from the credit card. Please contact the supplying dealer if You have any questions concerning this procedure.

EXCLUSIONS

- Any trailer where it is not attached to the Vehicle with a standard towing hitch.
- Insured parties not registered with us.
- The cost of any parts, components or materials used to repair the Vehicle.
- Any costs or expenses not authorised by Our rescue controllers.
- The cost of food, drinks, telephone calls or other incidentals.
- The cost of alternative transport.
- The cost of fuel, oil or insurance for a hire Vehicle.
- The recovery of the Vehicle and passengers if repairs can be carried out at or near the scene of the breakdown within a reasonable time. If recovery takes effect we will only recover to one address in respect of any one breakdown.
- Overnight accommodation or Vehicle hire charges.
- Breakdown caused by failure to maintain the Vehicle in a roadworthy condition including maintenance of proper levels of oil and water. If, in the opinion of Our recovery operator, the Vehicle is found to be unroadworthy due to lack of maintenance, unless servicing records can be provided, We may terminate the Policy immediately notifying You, by letter, what action We have taken.
- Vehicles where service cannot be effected because the Vehicle does not carry a serviceable spare wheel.
- Any request for service if the Vehicle cannot be reached due to snow, mud, sand or flood or where the Vehicle is not accessible or cannot be transported safely and legally using a standard transporter.
- Any request for service if the Vehicle is being used for motor racing, rallies, public hire, private hire or any contest or speed trial or practice for any of these activities.
- Overloading of the Vehicle or carrying more passengers than it is designed to carry.
- Claims not notified prior to expenses being incurred.
- The charges of any other company (including Police recovery) other than Our recovery operator.
- Loss or damage to the Vehicle or its contents.
- Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from nuclear waste from the combustion of nuclear fuel.
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.
- Any false or fraudulent claims.
- Failure to comply with requests by Us or Our recovery operators concerning the assistance being provided.
- Fines and penalties imposed by courts.
- Any charges where You, having contacted us, effect recovery or repairs by other means.
- Any claims relating to Vehicles in excess of 44 Tonne.

24. Any service or insurance cover where remedial action has not taken place following a previous Breakdown.
25. More than six callouts per Policy per year.
26. Claims totalling more than £3,000 including VAT in any one claim.
27. Ferry charges and tolls.

CONDITIONS

1. The driver of the Vehicle must remain with or nearby the Vehicle until help arrives.
2. Call Assist may cancel the Policy by sending 7 days notice to Your last registered address and there will be no return of premium.

WHAT TO DO IF YOU BREAK DOWN

1. If the Vehicle breaks down, please call **0871 384 1163**.
2. Please have the following information ready to enable the Rescue Controller to validate the Policy:
 - Confirmation that You are an AutoProtect customer;
 - The Policy type, number and the Vehicle registration number;
 - Your return telephone number with area code;
 - The precise location of the Vehicle (or as accurately as possible in the circumstances); and
 - What seems to be the problem (for example, if it is a puncture, tell the Rescue Controller this).
3. Should You also need to claim under the Mechanical Breakdown part of the Policy following Your recovery, You must telephone APA on 0871 384 1189 and obtain advance authorisation.