

Welcome To Protect4Sure Warranty

Respected for investing in **FACTS** not marketing!

✓ **Best Practice & High Standards**

Insurance Backed Warranty Regulated By The FCA

The Financial Conduct Authority continually supervise how we work, so you can trust you're receiving the information you need and are protected if something goes wrong

✓ **Personal Customer Service**

While our website is packed with information to help Protect4Sure policy holders check cover meets their needs, our UK based consultants are also on hand, via e-mail, chat or telephone, to provide personal service when needed.

We are proud of the high standard they achieve both in service and product knowledge and, as there are no sales targets, you can be assured your enquiry will never be met with unwanted pressure selling.

✓ **Service When You Need It Most**

Claim Management You Can Trust - The true test of any warranty is how well it handles claims.

For this reason, Protect4Sure has appointed AutoProtect (MBI) Limited to ensure claims are handled swiftly, in the best way possible, by qualified and experienced professionals.

Autoprotect Claim Management combines efficiency and support when you need it most, delivered by a large number of small teams who present a genuine 'human face' to our policy holders.

Equipped to settle approved claims directly with the repairer within 24 hours, Autoprotect claims managers are qualified vehicle engineers or have worked within the parts and servicing departments of dealerships.



Autoprotect is rated **"Excellent"** on Trustpilot

CLAIMS LINE 01279 456500

customer service 0208 404 0004(option 3) | email@protect4sure.co.uk

COMPANY REGISTRATION No. 5407413 | DATA PROTECTION REGISTER No. Z933878X | FINANCIAL CONDUCT AUTHORITY (FCA) No. 461102

Protect4Sure Drive Easy Warranty Policy Document - Edition 20210727

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Your Protect4Sure Drive Easy Policy

This **POLICY** explains exactly what **YOU** are covered for and contains the Terms & Conditions, **YOUR SCHEDULE** shows the policy type, term, **CLAIM LIMIT**, the date the **POLICY** was purchased and any optional supplementary cover selected by **YOU**. Please keep all **YOUR** documents in a safe place.

Guide To Your Protect4sure Drive Easy Policy

1. General Information 
2. Definitions 
3. What Is Covered 
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5. Servicing Your Vehicle 
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1: GENERAL INFORMATION

1.1 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.

1.2 THE POLICY

WE will provide the insurance as stated in the **POLICY**. The **POLICY SCHEDULE**, which includes the Declaration and additional information submitted by **YOU** or on **YOUR** behalf 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.

1.3 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 **POLICY SCHEDULE**.

1.4 THE POLICY SCHEDULE

The declaration and additional information submitted by **YOU** or on **YOUR** behalf which shows the term, **CLAIM LIMIT**, date the **POLICY** was purchased and optional supplementary cover for the policy type selected by **YOU**. In consideration of the **INSURED** having completed the declaration and the required premium paid to the **ADMINISTRATOR** (please note this **POLICY** is not valid until such premiums have been received), the **INSURER** agrees to indemnify the **INSURED** up to the maximum liability detailed herein, subject always to the definitions, conditions, exclusions and periods contained herein.

1.5 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.

2: DEFINITIONS

The words or expressions detailed below will have the following meaning wherever they appear in the **POLICY** or **POLICY SCHEDULE**:

ADMINISTRATOR	Autoprotect (MBI) Limited, who is the ADMINISTRATOR on behalf of the INSURER for all sections of this POLICY and whose offices are situated at Warwick House Roydon Road Harlow Essex CM19 5DY Tel 01279 456500. Autoprotect MBI are authorised and regulated by the Financial Conduct Authority under register number 312143. YOU can check this on the FCA's Register by visiting the FCA's website www.FCA.org.uk or by contacting the FCA on 0800 111 676. Autoprotect (MBI) Limited deal with all administrative matters relating to claims handling.
CLAIM LIMIT	The maximum amount that can be claimed per MECHANICAL BREAKDOWN as stated on the POLICY SCHEDULE . This POLICY provides an unlimited number of claims during the PERIOD OF INSURANCE up to the Glass's Guide retail value of YOUR VEHICLE at time of claim or as otherwise restricted in these terms and conditions.
CONTRACT OF INSURANCE / POLICY	means this document which contains the terms and conditions of YOUR MECHANICAL BREAKDOWN Insurance Policy underwritten between YOU (the INSURED) and Red Sands Insurance Company (Europe) Limited (the INSURER).
GEOGRAPHICAL LIMITS	means the areas in which the POLICY is effective and are Great Britain, Northern Ireland and Channel Islands plus any additional area detailed under Extra Benefits.
INDEMNITY LIMIT	means the amount shown in the POLICY SCHEDULE subject to the lower limits as stated in the CONTRACT OF INSURANCE terms and conditions, inclusive of VAT, up to the purchase price of the VEHICLE .
INSURED / YOU / YOUR	The person or company specified on the POLICY SCHEDULE
INSURER / WE / US / OUR	means Red Sands Insurance Company (Europe) Limited. Whose registered office is situated at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar and is registered in Gibraltar under company registration number 87598 and are licenced by the Gibraltar Financial Services Commission.
MECHANICAL BREAKDOWN	means the failure of a mechanical or electrical component, causing a sudden stoppage of its function, for a reason other than 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 period as shown on the POLICY SCHEDULE , from the start date to the end date of the POLICY .
POLICY	This document which contains the terms and conditions of YOUR Mechanical Breakdown Insurance.
POLICY SCHEDULE	The Declaration and additional information submitted by YOU or on YOUR behalf which shows the term, CLAIM LIMIT , date the POLICY was purchased and Optional Supplementary Cover for the POLICY type selected by YOU .
REPAIRER	Any VAT registered business providing car repair services on a full-time basis
VEHICLE	means the VEHICLE as specified on the POLICY SCHEDULE which is less than 10 years old and has covered less than 100,000 miles at the start date.
WEAR AND TEAR	The expected gradual reduction or deterioration in operating performance and/or function of a mechanical or electrical component due to the age and/or mileage and/or usage of the VEHICLE .

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3 WHAT IS COVERED

3.1 MECHANICAL BREAKDOWN INSURANCE

This **POLICY** provides cover, from day one and is designed to pay towards the costs of the repair or replacement of the parts, listed under “Parts Covered”, and labour for repairs following **MECHANICAL BREAKDOWN**, or identified as likely to suffer imminent breakdown by a suitably qualified engineer during routine service or MOT, up to the **CLAIM LIMIT** and listed under the **POLICY** selected by **YOU** and stated on the **POLICY SCHEDULE**.

MECHANICAL BREAKDOWN is the failure of a part, causing it to suddenly stop working, for a reason other than **WEAR AND TEAR**, deterioration or negligence.

The cover under the warranty only applies if the **POLICY** terms and conditions are fully met. The warranty does not apply to any parts not listed in **POLICY** terms and conditions.

3.2 PARTS COVERED

Here **WE** list in full the parts covered under the terms of this **POLICY**

Engine

- The rocker assembly, including hydraulic followers; inlet and exhaust valves, springs and guides
- Buckets; shims; collets; cam journals and cam bearings
- Cylinder head; cylinder head gasket; camshaft and followers; timing gears and chains; oil pump; pistons and rings; cylinder bores; con rods; gudgeon pins and bearings; crankshaft and bearings; inlet manifold; flywheel and ring gear
- Crank main bearings; crank big end bearings and con rod small end bearings; main journal caps and big end caps (not including the crank balance shaft and drive unit)

Except: Cracked or porous cylinder heads and bores; carbon deposits; skimming or pressure testing; burnt valves; and timing chain or belt tensioners and guides

Timing belts are also covered as long as they have been changed in line with the manufacturer’s recommendations. You will need to provide proof of this.

Manual gearbox

- All internal mechanical parts
 - Internal gears; synchromesh and synchromesh hubs
 - Selector forks and selector shafts
 - Speedo drive
 - Bearings; input, output and lay shafts and bushes
- Except:** External selector mechanisms; all electrical parts; oil seals and leaks.

Automatic gearbox

- All internal mechanical parts
 - Internal gears; sun and planet gears; carriers
 - Brake bands; clutch steel discs and clutch drums (not including friction linings)
 - Valve block; pressure valves; internal main shafts and pressure seals
- Except:** External selector mechanisms; all electrical parts; oil seals and oil leaks

Torque converter

- All internal mechanical parts
 - Pump; turbine; stator and lock-up clutch
 - Bearings and internal bushes
- Except:** Electrical components and oil leaks

Differential

- All internal mechanical parts
- Crown wheel and pinion; planet gears and pins
- Main input bearing and input seal
- Output bearings (but not output seals)

Clutch

- All internal mechanical parts
 - Clutch master cylinder; slave cylinder; release bearing; pressure plate; centre disc and oil contamination of the centre plate only
- Except:** Frictional material

Cont’d ...



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3.2 PARTS COVERED Cont'd.

Front-wheel drive

- Drive shafts, including constant velocity joints, universal joints and couplings
 - Outer constant velocity joint housing, inner race, cage and bearings
 - Outer drive shaft housing, inner race, cage and bearings
- Except:** Gaiters

Rear-wheel drive

- Rear half shaft bearings and shaft
 - Rear constant velocity joint housings, inner race, cage and bearings
- Except:** Gaiters

Wheel bearings

- Front and rear wheel bearings
- Propshaft
- Universal joints and couplings; propshaft bearings

Fuel-injection system

- Mechanical or electrical fuel pumps; tank sender unit; throttle body; airflow meter; idle control valve; throttle potentiometer, pressure regulator; map sensor
 - Pedal and throttle body potentiometer
 - Pressure sensor, including fuel rail when not available separately.
- Except:** Injectors and glow plugs

Engine cooling system

- Water pump; thermostat; thermostat housing; engine cooling fan; radiator; engine oil cooler and heater matrix only

Steering (including power assisted steering)

- Steering rack and pinion; steering box and pump; steering lock
- Except:** Gaiters.

Front and rear suspension

- Coil springs
 - upper and lower wishbones and ball and swivel joints
 - suspension arms
 - tie rod ends
 - anti-roll bar links
 - track rod ends
- Except:** Bushes

Brakes

- Brake master cylinder
 - wheel cylinders
 - restrictor valve
 - brake callipers
 - servo
- Except:**
Seizure and corrosion

Electrical system

- Starter motor; alternator; electric window motors and switches; sunroof motor and switch; central-locking motors; front and rear windscreen wiper and washer motors; heater-fan motor; heater motor resistor; multi- function stalk switch and horn; immobiliser/alarm; clock; headlight switch; door switch; interior light switch; front and rear fog-light switches; heated rear window switch; heated front window switch

Cont'd ...

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3.2 PARTS COVERED Cont'd.

Engine management

- Engine electronic control unit only

Working materials

- Oils, oil filter and antifreeze are covered only if it is essential to replace them as part of an agreed claim under this warranty.

Casings

- If any of the parts covered fail, and this damages the casing, it will also be included only as part of an agreed claim.

Four-wheel drive

- All four-wheel drive parts except wiring and connectors

Air-conditioning (if fitted by the manufacturer)

- In the event of a valid claim the most we would pay towards re-gassing is £60 (including VAT).

Turbo charger (if fitted by the manufacturer)

- Turbo charger unit

ABS – Anti-locking brake system (if fitted by the manufacturer)

- The ABS modulator and wheel-speed sensors

3.3 OPTIONAL UPGRADE

Designed to give flexible appropriate cover for each **POLICY** type. The following items will also be included against **MECHANICAL BREAKDOWN** only if selected by **YOU** and noted on the **POLICY SCHEDULE** and the additional premium has been paid by **YOU**.

3.3.1. Catalytic Converters & Diesel Particulate Filters

Catalytic converters and Diesel particulate filters are covered for mechanical failure. This does not include the cleaning of fuel lines, filters, carburettors, pumps and the replacement of catalytic converters damaged from the use of contaminated or incorrect fuel or accidental or impact damage

3.3.2. Multimedia Pack inclusions

Stereo hi-fi video cassette recorder, LCD screens, media control panel, auxiliary power input socket, 12 volt power supply (excluding remote control unit and headphone). Factory fitted CD player with multi changer, satellite navigation system, games machine and DVD player (excluding discs).

3.3.3. Turbo charger including Wear and Tear (if fitted by the manufacturer)

Turbo charger Unit; Turbo Wear & Tear for vehicles up to 10 years, 100,000 miles at time of claim.



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4: WHAT IS NOT COVERED

- 4.1 Any claim which is reported to the **ADMINISTRATOR** more than 14 days after the relevant fault is discovered.
- 4.2 **WE** will not accept any claim where the repair has not started within 14 days of the relevant fault being reported to the **ADMINISTRATOR**
- 4.3 This warranty does not apply if the **VEHICLE**:
- is used for any kind of time trial, competition or race;
 - was customised or modified after this warranty started; or
 - is used for hire or reward (for example, taxis, self- drive hire vehicles or driving- school vehicles).
- 4.4 This warranty does not cover damage caused by:
- neglect; rust and corrosion;
 - any foreign substance getting into or onto a part;
 - using a grade of fuel not recommended by the manufacturers or using inadequate or incorrect antifreeze protection;
 - not keeping the **VEHICLE** in a roadworthy condition, including maintaining oil and coolant levels;
 - not having the **VEHICLE** serviced in line with the conditions of this **POLICY**;
 - the effects of overheating, even if caused by a part covered by this warranty;
 - freezing;
 - abuse;
 - the **VEHICLE** being overloaded, according to the law or the manufacturer's recommendations; or
 - fire, lightning, earthquake, explosion, frost, storm, flood, water damage, theft or attempted theft, aircraft or other flying devices (or articles dropped from them), or any other extreme cause.
- 4.5 The warranty also does not cover the following:
- WEAR AND TEAR** or the gradual reduction in performance due to the age and mileage of the **VEHICLE**. This includes, but is not limited to:
- the gradual loss of engine compression so that the valves or rings need repairing or replacing; and
 - the gradual increase in the amount of oil used, as a result of normal driving.
- 4.6 Claims arising as a result of negligence or intentional damage (including continuing to drive the **VEHICLE** when it is not mechanically sound)
- 4.7 Repairing or replacing parts which the **ADMINISTRATOR** believes were faulty or could have been identified by a suitably qualified engineer as being faulty before this **POLICY** started.
- 4.8 Parts which have not been fitted correctly.
- 4.9 Parts which are of faulty manufacture or design, or which are recalled for repair or replacement by the manufacturer.
- 4.10 Parts not fitted as standard or an optional extra by the manufacturer, unless **WE** have agreed otherwise beforehand.
- 4.11 Damage to parts not covered by this warranty or any resulting damage to the covered parts.
- 4.12 The cost of diagnosis or testing.
- 4.13 The amount of time allowed for labour will be in line with the I.C.M.E standard repair times
- 4.14 Routine servicing or repairs.
- 4.15 Routine adjustments and service items that have not suffered a Breakdown and are simply replaced at the time of service or MOT including but not limited to air filters, antifreeze, batteries, belts, brake discs and drums, brake pads, brake shoes, bulbs, condenser, distributor cap, drums, exhaust system including catalytic converter, fan belts, filter parts, fluids, high-tension leads, points, rotor arm, spark plugs, tyres, wiper blades and any other parts listed within the manufacturer's **VEHICLE** servicing handbook.
- 4.16 Any damage caused by fire, accident or any incident due to poor condition of the road.
- 4.17 Any loss, damage, liability or injury arising directly or indirectly as a result of a covered part failing.
- 4.18 Damage caused by war risks, sonic booms or nuclear radiation.
- 4.19 Abarth, All American, Australian and Canadian vehicles (unless built for the UK market), stretched limousines, Aston Martin, Bentley, Bristol, Bugatti, Caterham, Daimler 12 cylinder models, De Tomaso, electric or hybrid powered vehicles, any **VEHICLE** not taxed and legal for use on a public highway with a minimum of 28 days remaining on a valid MOT certificate at time of cover, Ferrari, Ford Cosworth, Honda NSX, Hummer, Jaguar vehicles over 4000cc, Kit Cars, Lamborghini, Lancia Delta Integrale/8.32, LCC Rocket, Mercedes AMG, Lotus, LPG powered vehicles, Marcos, Maserati, McLaren F1, Mitsubishi 3000 GT, Morgan, Nissan 300ZX/Skyline, Noble, Panther, Porsche, Rolls Royce, Mazda RX7 and RX8, Subaru WRX, TVR, Venturi, Westfield.
- 4.20 Vehicles which are owned temporarily, permanently or in the custody or control of a business set up to sell or service motor vehicles
- 4.21 Vehicles that do not comply with European Union vehicle type specification and which are imported from outside the UK



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5: SERVICING YOUR VEHICLE

YOU are required to ensure and maintain the servicing of **YOUR VEHICLE** by a VAT-registered garage.

5.1 SERVICE HISTORY AT THE START OF YOUR POLICY

5.1.1 Complete service history

Where the service schedule has been carried out by a vat registered garage and has been correctly stamped and completed in the **VEHICLE** servicing handbook or **YOU** have proof of service as set out in 5.4 of this **POLICY**.

5.1.2 Partial Service History

Where a service has been carried out in the last 12 months by a vat registered garage following the manufacturers service requirements continue to follow the service standards set out in 5.2 and 5.3 of this **POLICY**.

5.1.3 No Service History

If incomplete or no previous servicing details are available for the **VEHICLE** at the start of the **POLICY** then a service, in accordance with service standards set out in 5.4 of this **POLICY**, must be carried out within 21 days or 750 miles of the start of the **POLICY** (whichever is sooner).

5.2 SERVICE REQUIREMENT

Follow the service requirements as set out in the manufacturer's recommended guidelines. The servicing must include the following.

- Changing the engine oil and filter
- Checking oil levels in the gearbox and differential, and topping them up if necessary
- Checking the coolant level and the strength of the antifreeze or inhibitor, and topping up if necessary
- Checking the timing belt (if one is fitted) and renewing it if necessary
- Replacing the brake fluid in line with the manufacturer's recommendation

5.3 SERVICE TIMING:

The **VEHICLE** must either be serviced in line with the manufacturer's schedule, or every twelve months or 12,000 miles (whichever is the sooner).

The interval between services must not go over the set time or mileage by more than 21 days or 750 miles. If any circumstances prevent the service from being carried out on time, **YOU** must immediately send **US** written notice of this by 'Signed for' mail.

5.4 PROOF OF SERVICING:

YOU must keep proof of each service as **WE** may need to check it if **YOU** make a claim. The only acceptable proof of servicing will be the fully detailed VAT service invoice, showing the date of the service and the mileage. **YOU** must keep all these invoices. If **YOU** do not provide satisfactory proof of servicing, **YOUR VEHICLE** will not be covered by the warranty.

5.5 FAILURE TO MEET THE SERVICE STANDARDS:

Failure to maintain and provide proof that the service standards set out in section 5 of this **POLICY** have been met will invalidate this **POLICY**.

WARNING

Timing belts [otherwise known as camshaft drive belts].

If **YOUR VEHICLE** has a timing belt, please make sure that it is in good condition and that it is checked and changed in line with the manufacturer's recommendations. If the timing belt breaks it can cause serious and unnecessary engine damage and inconvenience. No responsibility will be accepted for damage caused by the failure of a worn out timing belt.



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6: CANCELLATION

6.1 YOUR CANCELLATION RIGHTS

If, after buying **YOUR POLICY** and having read the terms and conditions in full, **YOU** decide it no longer suits **YOUR** needs, **YOU** may cancel it at any time. **WE** would like to make **YOU** aware of different circumstances that could affect the amount of premium returned to **YOU**.

6.1.1 Within the 21 day cooling off period. If **YOU** cancel the **POLICY** within the first 21 days of receiving **YOUR POLICY** documents (known as the “cooling-off period”) **YOU** will receive a full refund of any premium **YOU** have paid, except:

6.1.1.1 when **WE** have authorised a claim, or incurred costs in relation to a claim, then **YOU** will not receive a refund of any premium **YOU** have paid and the full premium for the term will be due.

6.1.1.2 when **YOU** have consulted with the **ADMINISTRATOR** in relation to a claim, failure or possible failure that does not result in a successful claim, **YOU** will receive a full refund of any premium **YOU** have paid after deducting an administration fee of £50.

6.1.2 Outside the 21 day cooling-off period. If **YOU** want to cancel **YOUR POLICY** outside of the 21 day cooling off period, **YOU** will only be required to pay the premium, as calculated on a pro-rata daily basis for the time the **POLICY** has been in force and subject to the following:

6.1.2.1 If **YOU** pay by monthly instalments and the premium paid to date is lower than the total due for the time the **POLICY** has been in force, then **YOU** will be required to pay the additional amount.

6.1.2.2 If the **ADMINISTRATOR** has been consulted in relation to a claim, failure or possible failure, that does not result in a successful claim and costs have not been incurred, **YOU** will be entitled to a refund in full of any premium paid greater than the premium calculated on a pro-rata daily basis, for the time the **POLICY** has been in force.

6.1.2.3 If **WE** have authorised a claim, or incurred costs in relation to any claim, then **YOU** will not receive a refund of any premium.

6.1.2.4 An administration fee of £50

6.2 OUR CANCELLATION RIGHTS

WE reserve the right to cancel **YOUR POLICY** at any time. In the event of cancellation, **YOU** may be entitled to a proportionate rebate of premium in respect of the unexpired **PERIOD OF INSURANCE**. **WE** would like to make **YOU** aware of the different circumstances that could affect the cancellation notice period and amount of any premium which may be returned to **YOU**.

6.2.1 Where a **POLICY** is purchased intentionally, or unintentionally, for a **VEHICLE** excluded by the **POLICY** terms, **YOUR POLICY** will be cancelled ab initio (from the inception date) and any premium paid by **YOU** will be refunded in full.

6.2.2 Where there is valid reason to do so, **WE** may at any time cancel **YOUR POLICY** and will provide **YOU** with 14 days’ notice in writing to the last known email address on **YOUR** account.

OUR reasons for cancelling **YOUR POLICY** may include but are not limited to:

6.2.2.1 non-compliance with **POLICY** terms and conditions;

6.2.2.2 **YOU** have provided false or misleading information in response to any questions;

6.2.2.3 threatening or abusive behaviour;

6.2.2.4 in order to comply with any applicable laws or regulations;

6.2.2.5 where **YOU** or someone acting on **YOUR** behalf deliberately tell **US** something which is untrue or misleading or **WE** can demonstrate, from the relevant circumstances, that reasonable care was not taken to ensure statements made to **US** were true;

6.2.2.6 where there is evidence of dishonesty or deceitful behaviour by **YOU** or someone acting on **YOUR** behalf in relation to the cover provided under **YOUR POLICY**;

6.2.2.7 where **YOU** have elected to pay **YOUR** premium by monthly instalments and a payment remains unpaid;

6.2.2.8 if **YOU** do not pay the premium.



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7: 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.

7.1 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**.

7.2 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.

7.3 NOTIFICATION OF CHANGES

If any of the following changes occur **YOU** must notify **US** immediately.

- Change of address
- The use of **VEHICLE** e.g. being used for Private hire
- Any modifications to **YOUR VEHICLE**
- The **VEHICLE** is used for more than 60 days abroad in any one year.
- Failure to notify **US** of changes may invalidate **YOUR** cover under the **POLICY**.
- **WE** will then advise **YOU** of any changes in terms.

7.4 THE LAW APPLICABLE TO THE POLICY

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

7.5 TRANSFER OF OWNERSHIP

Selling **YOUR VEHICLE** with this **POLICY** may assist in its sale. To request a transfer of **YOUR POLICY** contact the **ADMINISTRATOR**, subject to **OUR** express prior approval and in **OUR** absolute discretion and providing no claims have been made or attempted to be made against **YOUR POLICY**, the balance of **YOUR POLICY** may be transferred to a new private owner. There will be a fee of £25.00 as a contribution towards the costs of transferring **YOUR POLICY**. **YOUR POLICY** may not be transferred if **YOUR VEHICLE** is sold to a motor dealer or trader and will be automatically cancelled on such a sale.

7.6 **WE** will not pay more than the limits shown on the **POLICY SCHEDULE** or as otherwise restricted in these terms and conditions.

7.7 The **POLICY** will only be valid if the **POLICY SCHEDULE** has been received by the **ADMINISTRATOR** and the premium has been paid and received in accordance with these terms and conditions. The **ADMINISTRATOR** has the right to refuse an application for cover.

7.8 **YOUR** rights as set out in the **POLICY** are in addition to **YOUR** legal rights.

7.9 **YOU** cannot change these terms and conditions unless **YOU** have **OUR** written agreement. **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**.

7.10 At the time of cover the **VEHICLE** must be taxed and legal for use on the public highway.

7.11 If at the occurrence of a claim there exists any other insurance or warranty entitling **YOU** to indemnity then this **POLICY** shall only contribute its rateable proportion of such loss.



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8: HOW TO CLAIM

8.1 CLAIMS CONDITIONS

- 8.1.1. If when making a claim **YOU** do not follow the correct procedure, **WE** will not be able to pay **YOUR** claim in this instance.
- 8.1.2. No liability shall exist in respect of parts supplied, repairs carried out or any other claim under the **POLICY** other than claims made in accordance with the procedures set out in these terms and conditions and for which specific authorisation is given by the **ADMINISTRATOR**.
- 8.1.3. **WE** reserve the right to provide replacement parts and to carry out repairs under the **POLICY** or to arrange for their provision by other persons.
- 8.1.4. **WE** may insist that **YOUR REPAIRER** uses exchanged or reconditioned parts to affect a repair.
- 8.1.5. If the part to be replaced improves the general condition or value of the **VEHICLE**, **YOU** may be required to pay an amount towards the improvement.
- 8.1.6. The amount of time allowed for labour will be in line with the I.C.M.E standard repair times.
- 8.1.7. The cost of diagnosis or testing is not included.
- 8.1.8. **WE** reserve the right to examine the **VEHICLE**, to subject it to expert independent assessment and to name the **REPAIRER** to be used. The **ADMINISTRATOR** will use the results of any expert independent assessment to determine the amount to be paid in respect of a claim. This will be subject to the claimable limits and the terms and conditions of the **POLICY**.

8.2 HOW TO MAKE A CLAIM

- 8.2.1. If the **VEHICLE** shows signs that there could be a **MECHANICAL BREAKDOWN**, do not continue to use it as this may cause further damage which **YOU** will be responsible for.
- 8.2.2. Once the **VEHICLE** is at **YOUR** chosen **REPAIRER**, get them to diagnose the fault.
- 8.2.3. **YOU** may need to give **YOUR** permission to pay for and carry out any fault finding, diagnosis or dismantling necessary, and agree to pay for any costs outside of the authorised amount.
- 8.2.4. If you want to make a claim, phone AutoProtect on 01279 456500 between: 9am and 5pm Monday to Friday; or 9am and 1pm Saturday. **YOU** may be asked to give the following information prior to carrying out any repair.
 - **YOUR VEHICLE's** registration
 - **YOUR** postcode
 - **YOUR** surname
 - The current mileage of **YOUR VEHICLE**
 - The nature of **YOUR** claim
 - Copies of any servicing **YOU** may have had
- 8.2.5. If the **REPAIRER** is to repair or replace any part included under this insurance, they must first contact The **ADMINISTRATOR** to get approval for the work and to agree the costs **WE** will pay. **YOUR** dealer or **REPAIRER** must obtain approval for the work via iClaim to agree the claim and costs. Ask that they log on to **OUR** web-based iClaim system: <https://iclimuk.autoprotect.net>
- 8.2.6. Information and advice on how the **REPAIRER** can create a login and use iclaim can be found at: www.claimingiseasy.co.uk
- 8.2.7. If **YOU** choose to use **YOUR** own **REPAIRER**, **WE** will only pay them up to the equivalent labour rate of **OUR** approved **REPAIRER** as stated on the website
- 8.2.8. Work carried out without prior approval will result in the claim being rejected.
- 8.2.9. **YOU** agree to pay for any costs outside of the amount authorised by **US**
- 8.2.10. Before **WE** approve the repair **WE** may ask for other estimates, to examine the **VEHICLE**, ask an expert to assess the claim, or specify the **REPAIRER YOU** must use.
- 8.2.11. When the repairs have been completed, the **REPAIRER** can create their invoice via iClaim. The invoice must give full details of the repair, including all replacement parts, labour costs and VAT. The invoice must be made out to AutoProtect (MBI) Limited. The **ADMINISTRATOR** may also need to see **YOUR** original service invoices.
- 8.2.12. The **ADMINISTRATOR** will settle the **REPAIRER's** invoice directly with them.



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9: EXTRA BENEFITS

The extra benefits listed below will be provided subject to the limits specified in the **POLICY SCHEDULE** if any of the parts covered under the **POLICY** fail and **YOU** are stranded with the **VEHICLE**.

9.1 VEHICLE REPLACEMENT

WE will pay up to £30 a day [including VAT], for up to seven days, towards the cost of a replacement **VEHICLE**. **YOU** can only have a replacement **VEHICLE** if the **VEHICLE** is being repaired under the **POLICY** and prior authority has been given by the **ADMINISTRATOR**.

Exclusions

- **WE** will not provide a replacement **VEHICLE** for the first 24 hours that **YOU** are without the **VEHICLE** or during any delay the **REPAIRER** may have waiting for parts or commencing repairs.
- **WE** will not cover the costs of or fuel or insurance for the replacement **VEHICLE**.
- **WE** will not cover any motoring fines and congestion charges that **YOU** may incur.

9.2 RECOVERY

WE will pay up to £100 [including VAT] towards the cost of towing the **VEHICLE** to the nearest **REPAIRER** if the **VEHICLE** suffers a **MECHANICAL BREAKDOWN**. **YOU** should ensure that **YOUR REPAIRER** obtains an authority number that covers the recovery, and that the invoice of the person who recovered the **VEHICLE** or the **REPAIRER**'s invoice is sent to the **ADMINISTRATOR**

9.3 OVERNIGHT ACCOMMODATION AND RAIL FARES

WE will pay up to £60 towards hotel expenses or a return rail ticket if the **VEHICLE** suffers a valid **MECHANICAL BREAKDOWN** and **YOU** are unable to return home. **WE** will require **YOU** to provide proof of the expenditure. **YOU** cannot claim for the cost of meals and drinks.

YOU can only qualify for overnight accommodation and rail fares if the **VEHICLE** is being repaired under the **POLICY** and prior authority has been given by the **ADMINISTRATOR**.

9.4 DRIVING ABROAD

The **POLICY** is valid for up to an aggregate of 60 days per annum for driving in the Republic of Ireland and mainland Europe. **WE** will not pay more than the equivalent UK cost for parts and labour.

N.B. These benefits will not be provided if the failure is not covered by the **POLICY**. Payments will be limited to those levels outlined in the **POLICY**.

10: EMERGENCY REPAIRS

If **YOU** find yourself in the situation of having to carry out repairs in an emergency situation, such as when **YOUR VEHICLE** is attended to by the AA or other recovery organisation, as a result of a **MECHANICAL BREAKDOWN** at a time when the claims office is closed, then **YOU** should:

- Retain any parts removed from **YOUR VEHICLE** for inspection
- Obtain a VAT receipt from the **REPAIRER** displaying **YOUR VEHICLE** details, the details of the repair including the cost of any parts(s) and labour, the time and date the repair was diagnosed and carried out.
- **YOU** should then contact the **ADMINISTRATOR** at the earliest opportunity

11: EXCESS

The standard claim excess is zero

12: RENEWAL

If the **INSURER** agrees, **YOU** will be offered the chance to renew this **POLICY**.



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13: OUR PROMISE OF GOOD SERVICE

WE are committed to providing a high-quality service to everyone **WE** deal with. In order to do this **WE** need **YOU** to give **US** any comments about **OUR** service, and tell **US** when **WE** get things wrong. **WE** will work to resolve **YOUR** complaint as quickly as possible.

A complaint is an expression of dissatisfaction and **WE** treat any such concerns with **OUR** products or service that call for a response as a complaint. **WE** listen to **YOUR** comments, treat them seriously, and learn from them so that **WE** can continuously improve **OUR** service.

WHO TO CONTACT

It is important to ensure **YOUR** comments are directed to the correct department so **YOUR** concerns can be investigated properly.

Questions or concerns in relation to a claim or the handling of **YOUR** claim

Please contact the **ADMINISTRATOR** Autoprotect (MBI) Limited - 01279 456501 (option 3) Weekdays 9am - 5pm: Saturday 9am - 1pm Warwick House Roydon Road Harlow Essex CM19 5DY. Autoprotect (MBI) Limited have been appointed by the **INSURER** and are responsible for all matters relating to claims handling. Directly authorised and regulated by the Financial Conduct Authority under register number 312143. **YOU** can check this on the FCA's Register by visiting the FCA's website www.FCA.org.uk or by contacting the FCA on 0800 111 676.

Questions or concerns in relation to the purchase process, **POLICY** amendments or **POLICY** terms

Please contact Protect4Sure Customer Service 0208 404 0004 Weekdays 9:30am - 5pm (4:30 Fridays) Trident Court, 1 Oakcroft Road, Surrey KT9 1BD. Protect4Sure is a trading style of Future 45 Limited and are responsible for **POLICY** terms, web-site and sales process. Directly authorised and regulated by the Financial Conduct Authority under register number 461102. **YOU** can check this on the FCA's Register by visiting the FCA's website www.FCA.org.uk or by contacting the FCA on 0800 111 676.

WHAT HAPPENS WHEN WE RECEIVE A COMPLAINT

1. If **YOUR** concerns relate to a claim or the handling of a Protect4Sure claim, **WE** will acknowledge receipt by email within five business days of receiving it, advising **YOU** that, as it is in relation to a claim, it has been forwarded to the claims Department who will contact **YOU** directly.
2. If **YOUR** concerns relate to the Protect4Sure purchase process, Protect4Sure **POLICY** amendments, Protect4Sure **POLICY** terms, the behaviour of Protect4Sure customer service consultants or any action or lack of action by Protect4Sure customer service consultants affecting an individual, **WE** will acknowledge receipt of **YOUR** complaint by email or letter within five business days of receiving it, advising **YOU** of the name of the person who will be dealing with **YOUR** complaint and enclosing a copy of this procedure.
3. **WE** will retrieve all the necessary documentation relevant to **YOUR** account, from **OUR** files and systems. These documents will be read and considered, in conjunction with **YOUR** comments.
4. **WE** will endeavour to respond to and resolve **YOUR** concerns as soon as possible. However, **WE** may need to carry out further internal investigations; if these are required **WE** will send **YOU** a notice of this and a timescale for when **WE** will correspond further, which will be no more than 4 weeks from the receipt of **YOUR** correspondence. In the unlikely event that **OUR** investigations require longer than 4 weeks to complete, **WE** will write to **YOU** to explain why **WE** are not yet in a position to respond and indicate when **WE** will make further contact (this must be within 8 weeks of the receipt of the original correspondence).
5. If after 8 weeks **WE** are still not in a position to make a response, **WE** will write to **YOU** and give reasons for the delay and an indication when **WE** expect to provide a full and final response. At this point **WE** will include details of the Financial Ombudsman Service, who **YOU** can refer **YOUR** complaint to if **YOU** wish.
6. Once **OUR** investigations are complete **WE** will write to **YOU** with **OUR** response.
7. Where circumstances require, and **WE** believe **WE** have fully addressed **YOUR** concerns, **WE** will issue a further reply with **OUR** final response and notify **YOU** that, if **YOU** remain dissatisfied with **OUR** final response, **YOU** may refer the complaint to the Financial Ombudsman Service and that **YOU** must do so within 6 months from the date of the final response.
8. **WE** will consider a complaint closed when **WE** have sent **YOU** a final response, unless **YOU** advise **US** the information is incorrect, inaccurate, if **YOU** have any additional information **YOU** would like **US** to take into account or refer **YOUR** complaint to the Financial Ombudsman Service. For **YOUR** information The Financial Ombudsman Service can be contacted in writing:
The Financial Ombudsman Service, Exchange Tower, London E14 9SR

This does not affect **YOUR** statutory rights. Please quote **YOUR POLICY** number in all correspondence.



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14: 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 0207 741 4100

15: DATA PROTECTION PRIVACY AND DATA PROTECTION NOTICE

WE 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 The **ADMINISTRATOR** 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 The **ADMINISTRATOR** process **YOUR** personal data, to see the full Privacy Policies please visit **OUR** websites at www.redsands.gi and www.autoprotect.co.uk.

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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 the **ADMINISTRATOR** 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 the **ADMINISTRATOR**



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