

# Motorline Smart Cover Policy Schedule

## INSURED DETAILS

Name of policyholder	Dr Alex Blanshard
Address	40 King George Road Chatham me50tx

## POLICY DETAILS

Policy number	GF997768221
Policy term	3 years
Start date of insurance	24/08/2017
Date of expiry of insurance	23/08/2020
Excess	£10.00
Maximum amount per claim (individual claims limit)	£500.00
Maximum aggregate limit (aggregate claims limit)	£3000.00
Premium (including IPT)	£499.00 Per 3 years (£415.83 + £83.17 IPT)
Insurer	Red Sands Insurance Company (Europe) Limited Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar. Aioi Nissay Dowa Insurance Company of Europe Limited, 5th Floor, 11 Old Jewry, London EC2R 8DU.

## VEHICLE DETAILS

Registration Number:	DR62BLA
Make:	Nissan
Model:	Qashqai
Colour:	Blue
Year of manufacture:	2017

## PRE-EXISTING DAMAGE

### IMPORTANT NOTES

Please ensure that you have read the policy document and understand the terms and conditions that apply within. The policy contains details of your cover, conditions and exclusions and is the basis on which all claims will be settled. In exchange for receipt of the premium we will agree to indemnify the insured against minor repair damage to the insured vehicle incurred during the period of insurance subject to the terms and conditions. The information you have supplied forms part of the contract of insurance with us. Your policy schedule is evidence of that contract.

## UNDERWRITTEN BY:



Signed on behalf of the Company



Ed O'Regan - Underwriter RED SANDS INSURANCE COMPANY (EUROPE) LIMITED

**Aioi Nissay Dowa Insurance Europe**

**MS&AD INSURANCE GROUP**

Signed on behalf of the Company



Mike Swanborough – CEO Aioi Nissay Dowa Insurance Company of Europe Limited



# SMART Cover Policy Summary

This Policy Summary does not contain the full details of Your Policy, these can be found in the SMART Cover Policy document.

## WHO ARE THE INSURERS?

Red Sands Insurance Company (Europe) Limited ('Red Sands') and Aioi Nissay Dowa Insurance Company of Europe Limited provide the Small Accident Repair Cover as set out in Your Policy Document.

## WHO IS THE POLICY ADMINISTRATOR?

Your Policy is administered by Small Accident Repair Technology Limited trading as Smart Insurance Services, Unit 12 Rawdon Business Park, Moira, Derbyshire, DE12 6EJ.

## ARE YOU ELIGIBLE FOR THIS COVER?

You are eligible for cover if, at the Start Date, You are residing in the Territorial Limits.

## WHAT HAPPENS IF I TAKE OUT COVER AND THEN CHANGE MY MIND?

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. The dealer will refund any premium paid. 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 a cancellation fee of £29.99. If an Authorised Claim has been made, no refund will be due on cancellation.

## WHAT COVER DOES THIS POLICY PROVIDE?

The policy provides cover for the following Vehicle repair work:

- Chip: a chipped area on the Vehicle up to a maximum of 5mm in diameter and 1.5mm in depth.
- Scratched area: a collection of scratches on the Vehicle where the total area is up to a maximum of 30cm in length, 3mm in depth.
- Minor Damage: Caused by everyday motoring, to 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.
- Minor Cosmetic Damage Repair: means a mobile repair technique, which involves restoring the eligible area 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.
- Minor Dent: 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).
- Minor Scuff: a scuffed area on the Vehicle up to a maximum of 30cm in diameter and 3mm in depth.
- Paint Protection: 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.
- 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.

## ARE THERE ANY LIMITATIONS ON THE BENEFITS?

The maximum amount per claim is limited to the Individual Claims Limit of £500, in respect of any one Authorised Claim under this policy. For the avoidance of doubt, please note for any one individual claim in excess of this amount, no claim will be approved as it is outside the scope of this policy. The maximum Aggregate Claims Limit for the duration of the policy is limited to £3,000.

## WHAT AM I NOT COVERED FOR UNDER THIS POLICY?

The policy does not cover for any of the following:

- Minor Damage incurred to company owned fleet vehicles or company pool cars;
- Minor Damage caused by hail, rust or corrosion;
- Minor Damage to large, flat surfaces such as bonnets, roofs and boot lids other than stone Chip repairs;
- Minor Damage that was incurred before the Start Date;
- Minor Damage to stickers or decals, beading or moulding (including protective plastic), accessories and lights;
- Minor Damage to matt finish paint, body wrap, chrome illusion paint (two tone paint finish) or bespoke paints;
- Damage of any kind to wheels and wheel rims;

- Damage of any kind to windows or mirror glass;
- Damage of any kind to the Vehicle interior or upholstery;
- Minor Damage to locks and handles;
- Repair to any body panel/bumper or part of a body panel/bumper that has been cracked, ripped, torn, or perforated;
- Repairs to any body panel/bumper that has damage to the structure/alignment of a panel(s);
- Replacement of any body panel or part of a panel;
- Replacement of any badges, decals, trims, stickers or plastic paint protection film;
- Any repair that cannot be carried out by using SMART Repair techniques;
- Damage that is estimated to exceed 4 hours to repair;
- The excess which is £10 per authorised Claim;

Please see the Exclusions section of the policy for a complete list of exclusions.

### HOW LONG DOES THE POLICY RUN FOR?

Cover under the policy will end on the earliest of the following dates:

- The date on which the policy expires as per Your policy Schedule;
- You cease to be resident within the Territorial limits.

Should there be a change in ownership of the named Vehicle, the policy can be transferred to a new vehicle owned by You. 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.

### HOW DO YOU MAKE A CLAIM?

When You become aware of any Minor Damage that could lead to a claim, You must contact Us **within 30 days following the event**. You must comply with the claims procedure as explained in Your Policy.

### HOW DO YOU COMPLAIN?

SMART and the Insurers aim to provide a high level of service and to pay claims fairly and promptly. If You have an enquiry or complaint regarding this insurance, You should contact SMART Insurance Services at Unit 12 Rawdon Business Park, Moira, Derbyshire, DE12 6EJ or by telephone on 0800 012 1830. Please quote Your policy or claim number in all correspondence.

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 0300 123 9 123. Please note that You have 6 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.

### WOULD I RECEIVE ANY COMPENSATION IF THE INSURERS WERE UNABLE TO MEET THEIR LIABILITIES?

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](http://www.fscs.org.uk), by emailing [enquires@fscs.org.uk](mailto:enquires@fscs.org.uk) or by phoning the FSCS on 0800 678 1100.

### OTHER IMPORTANT INFORMATION

Red Sands Insurance Company (Europe) Limited (Red Sands) is licensed and regulated by the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act 1987 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 Company of Europe Limited, 5<sup>th</sup> Floor, 11 Old Jewry, London EC2R 8DU. Registered in England and Wales No. 5046406. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority No. 401084.

Small Accident Repair Technology Limited trading as SMART Insurance Services (SMART) is an appointed representative (AR number 484537) of Correlation Risk Partners Limited who are fully authorised and regulated by the Financial Conduct Authority (FCA) and appear in the FCA Register (Register number 439351). Small Accident Repair Technology Limited is registered in England, number 5706472, with a registered office at 131 Edgware Road, London, W2 2AP.

English Law applies to this policy unless You have asked for another law and We have agreed to this in writing before the Start Date.

Language - All communication between You and Us will be conducted in English.

In accordance with the Equality Act 2010 We are able to provide, upon request, a textphone 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 in an appropriate manner.

A copy of Red Sands', Aioi Nissay Dowa Insurance Company of Europe Limited and SMART's complaints procedures are available on request from the addresses above.

# SMART Cover Policy

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## 1. ABOUT YOUR POLICY

Your SMART Insurance 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 Schedule contains information about You, the Vehicle, the claim limit, Start Date and Period of Cover. This document, together with the Schedule, Policy Summary 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 Smart Insurance Services 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.

## 3. DEFINITIONS

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

Authorised Claim means where We have accepted Your Claim and have undertaken to carry out a SMART Repair.

Aggregate Claims Limit: means £3,000 which is the maximum amount of cover under this policy.

Chip: means a chipped area on the Vehicle up to a maximum of 5mm in diameter and 1.5mm in depth.

Claim: means You are requesting Us to consider a Minor Cosmetic Damage Repair to Your Vehicle.

Excess: means £10 for which You will be liable in respect of each and every Authorised Claim.

Incident: means cause of the damage.

Individual Claim Limit: means £500 which is the maximum amount covered in respect of any one Authorised Claim under this policy. For the avoidance of doubt, please note for any individual Claim in excess of this amount, no Claim will be approved as it is outside the scope of this policy

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 Company of Europe Limited, 5<sup>th</sup> Floor, 11 Old Jewry, London EC2R 8DU. Registered in England and Wales (No, 5046406).

Minor Damage: means 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.

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.

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).

Minor Scuff: means a scuffed area on the Vehicle up to a maximum of 30cm in diameter and 3mm in depth.

**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.

**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.

**Repairer:** means the person who is authorised by Us to carry out the repair work to the Vehicle.

**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.

**Scratched 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.

**SMART:** means Small Accident Repair Technology Limited trading as Smart Insurance Services, Unit 12 Rawdon Business Park, Moira, Derbyshire, DE12 6EJ, who act as the administrator for all sections of this policy and whose registered office is situated at 131 Edgware Road, London, W2 2AP (Registration Number 5706472).

**Start Date:** means the date on which Your cover under this policy starts as noted within Your Schedule.

**Territorial Limit:** means the mainland of the United Kingdom, excluding Northern Ireland, the Isle of Man, the Channel Islands, the Isle of Wight and all other islands.

**Vehicle:** means the vehicle described in the Schedule which is used for social, domestic or pleasure purposes, and class 1 & 2 business use, including commuting and travelling to and from a place of work, or for business use excluding commercial travelling. Please note this policy does not cover the following vehicles in any circumstances; 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.

**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.

**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 Company of Europe Limited, 5<sup>th</sup> Floor, 11 Old Jewry, London EC2R 8DU. Registered in England and Wales (No. 5046406).

**You/Your/Yourself:** means the person named as the policyholder on the Schedule.

#### 4. COVER PROVIDED

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.

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.

**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.**

## 5. EXCLUSIONS

You will not be covered:

- 5.1 for Minor Damage that cannot be defined as a Scratched Area, Chip, Minor Scuff or Minor Dent;
- 5.2 if You have not paid the premium;
- 5.3 for any damage, including Minor Damage, that cannot be repaired by using Minor Cosmetic Damage Repair techniques or which require a bodyshop;
- 5.4 for Minor Damage caused to any other third party;
- 5.5 for any other costs that are indirectly caused by the event which led to Your Claim, unless specifically stated as covered in this Policy;
- 5.6 for repairs to any body panel/bumper or part of a body panel/bumper that has been cracked, ripped, torn or perforated;
- 5.7 For repairs to any body panel/bumper where damage has been caused to the structure/alignment of the panel(s);
- 5.8 for the replacement of any body panel or part of a panel;
- 5.9 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;
- 5.10 for any repair work carried out without prior authorisation being given by Us;
- 5.11 for any damage caused and/or repair work carried out outside the Territorial Limits;
- 5.12 for any of the following:
  - Minor Damage incurred to company owned fleet vehicles or company pool cars;
  - Minor Damage caused by hail, rust or corrosion or where rust has settled into the panel / damaged area;
  - Minor Damage to large, flat surfaces such as bonnets, roofs and boot lids other than stone Chip repairs;
  - Minor Damage that was incurred before the Start Date;
  - Minor Damage to stickers or decals;
  - Minor Damage to beading or moulding (including protective plastic);
  - Minor Damage to matt finish paint, body wrap, chrome illusion paint (two tone paint finish) or bespoke paints;
  - Damage of any kind to wheels and wheel rims;
  - Damage of any kind to windows or mirror glass;
  - Damage of any kind to the Vehicle interior or upholstery;
  - Minor Damage that exceeds the maximum Individual Claims Limit or the Aggregate Claims Limit;
  - Minor Damage to locks and handles;
  - Minor Damage to chrome, textured effect or non-body coloured trims;
  - Minor Damage that involves accessories, door mouldings, window mouldings or lights;
  - Minor Damage caused by nuclear substances or activity;
  - Minor Damage caused by war, civil commotion, labour disturbances, riot, strike, lockout, public disorder or any form of terrorism;
  - Damage estimated to exceed 4 hours to repair;
  - The excess which is £10 per 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 in an efficient and roadworthy condition and to take all reasonable precautions to prevent or minimise loss or damage;
- 6.3. You must give Us true and complete information;

- 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;
- 6.7. You must inform Us if any of the details in the Schedule are incorrect or need updating;

## 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 dealer 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 a cancellation 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. In this event, We will refund You for the unexpired portion of Your paid premium.

## 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 You cease to be resident within the Territorial Limits.

## 9. HOW TO SUBMIT A CLAIM

- 9.1 Please note that repairs will be carried out at a location agreed between Yourself and Us providing that there is room for the repair to be carried out safely; the Vehicle is parked legally and the location of the Vehicle is within the Territorial Limits.
- 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](http://www.smartinsurance.com) or by downloading our smart phone app, available by scanning the QR code here:



- 9.3 In order to process Your Claim We will require:
  - Your personal and vehicle details;
  - Full details of the damage, including Paint Protection product if applied;
  - 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;
  - You will be requested to provide US with a photo and documentation to support Your Claim. Your photos can be emailed to [claims@smartinsurance.com](mailto:claims@smartinsurance.com) or sent via post to Smart Insurance Services Unit 12 Rawdon Business Park, Moira, Derbyshire, DE12 6EJ.
- 9.4 Upon receipt of the information requested in 9.3 above 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.

- 9.5 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.
- 9.6 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.
- 9.7 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.

## 10. ENQUIRIES OR COMPLAINTS

- 10.1 SMART 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 Smart Insurance Services in writing at Unit 12 Rawdon Business Park, Moira, Derbyshire, DE12 6EJ, by emailing [complaints@smartinsurance.com](mailto:complaints@smartinsurance.com) or by telephone on 0800 012 1830. Please quote Your policy or claim number in all correspondence.
- 10.2 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 0300 123 9 123. Please note that You have 6 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 (Insurance Companies) Act 1987 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 Company of Europe Limited, 5<sup>th</sup> Floor, 11 Old Jewry, London EC2R 8DU. Registered in England and Wales No. 5046406. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority No. 401084.

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 Company of Europe Limited 10%; or such other proportion as confirmed to you in writing and signed by both insurers.

### 11.2 About SMART

Small Accident Repair Technology Limited trading as Smart Insurance Services (SMART) is an appointed representative (AR number 484537) of Correlation Risk Partners Limited who are fully authorised and regulated by the Financial Conduct Authority (FCA) and appear in the FCA Register (Register number 439351).

Small Accident Repair Technology Limited is registered in England, number 5706472, with a registered office at 131 Edgware Road, London, W2 2AP.

### 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](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100.

### 11.4 Data Protection Regulations

We may store Your information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention. Your personal details will only be disclosed to third parties if it is necessary for the performance of this insurance contract. It may be sent in confidence for processing to other companies in Our group (or companies acting on Our instructions),



including those outside the European Economic Area. You signify Your consent to such information being processed by Us or Our agents.

**11.6 Sensitive Data**

In order to assess the terms of this insurance or administer Claims which may arise, We may need to collect data which the Data Protection Regulations define as sensitive (such as medical history or criminal convictions). By accepting this insurance, You signify Your consent to such information being processed by Us or Our agents.

**11.7 Fraud**

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

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

**11.8 Material Information**

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.

**11.9 Other Important Notes**

11.9.1 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.

11.9.2 We reserve the right to decline any insurance risk or to change the Premium and the terms quoted.

11.9.3 Language - All communication between You and Us will be conducted in English.

11.9.4 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.