

DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this Policy.

Insurer/We/Us/Our Means Red Sands Insurance Company (Europe) Limited. Red Sands Insurance Company (Europe) Limited is a company registered in Gibraltar No. 87598, registered office: Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar and is licensed and regulated by the Commissioner of Insurance under the Insurance Companies Ordinance 1987 of Gibraltar, which implements the relevant European Union Insurance Directives. Red Sands Insurance Company (Europe) Limited has entered into insurance arrangements with The Holland Insurance Company Limited, a member of The Holland Group which has group assets in excess of £600,000,000. For additional information on The Holland Group see www.holland.co.za

Insured/You/Your Registered owner of the Motorhome forming the subject matter of this Policy.

Insured Motorhome The Motorhome as specified on the Proposal Form.

Administrators Sales and Marketing

AutoProtect (MBI) Limited, Warwick House, Roydon Road, Harlow CM19 5DY (AutoProtect).

Mechanical Breakdown Insurance Claims & Payments

AutoProtect (Administration) Limited, Warwick House, Roydon Road, Harlow CM19 5DY (APA).

Motorhome Assist

Call Assist Limited, Axis Court, North Station Road, Colchester, 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, normal 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.

Geographical Limits Means the area in which this Policy is effective and are Great Britain, Northern Ireland and Channel Islands plus any additional area detailed under Extra Benefits or Motorhome Assist for European Emergency Assistance.

Proposal

Means the Proposal Form and any other information provided by the **Insured** or on his/her behalf. In consideration of the **Insured** having completed a Proposal Form and the required premium paid, the **Insurers** agree to indemnify the **Insured** up to the maximum liability detailed herein, subject always to the Definitions, Conditions, Exclusions and periods contained herein.

Contract of Insurance Each Policy is individually underwritten between You (the Insured) and Red Sands Insurance Company (Europe) Limited.

PARTS COVERED

Please see Your Proposal Form for cover selected and details of the maximum amounts that may be paid for each and any claim. These may be subject to lower limits as stated on these pages. All limits include VAT. There is no restriction to the number of claims You can make. If the Terms and Conditions of this Policy are fully complied the items specifically listed will be covered against Mechanical Breakdown as defined above.

Silver Cover

Engine: Rocker assembly including hydraulic followers, inlet and exhaust valves (excluding burnt valves), springs and guides, cylinder head (excluding cracks and de-coking), cylinder head gasket, push rods, camshafts and followers, timing gears and chains (excluding tensioners and connected electrical devices), oil pump, pistons and rings, cylinder bores, con rods, gudgeon pins and bearings, crankshaft and bearings, inlet manifold, flywheel and ring gear. Timing belts are covered provided that the last due change of belt has taken place as specified by the manufacturer's schedule (proof required).

Manual Gearbox: Failure of the following mechanical parts: Gears, synchronesh hubs, selectors. Shafts, bearings and bushes, transfer gears (excluding oil leaks).

Automatic Gearbox: Failure of the following mechanical parts: Shafts, gears, clutches, brake bands, valve block, governor, oil pump, bearings and bushes, servo, drive plate, transfer gears, computer governor and torque converter (excluding oil leaks).

Differential: Crown wheel and pinion, gears, shafts, bearings and bushes, thrust washers and spacers.

Clutch: Mechanical Breakdown of the centre plate, pressure plate, release bearing, oil contamination (centre plate only), master and slave cylinders (excluding general wear and tear).

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

Rear Wheel Drive: Half shafts, rear wheel external drive shafts including velocity joints, universal joints and couplings (excluding gaiters).

4 Wheel Drive Vehicles: Cover as above for Front and Rear Wheel Drive.

Propshaft: Failure of the propshaft including universal joints and couplings.

Wheel Bearings: Failure of front and rear wheel bearings. Engine Cooling System: Radiator, oil cooler, viscous fan coupling, water pump, thermostat, thermostat housing, thermostatically controlled radiator fan.

Air Conditioning: The air conditioning compressor, forming part of the original base vehicle chassis.

Turbo Charger: (where factory fitted) The turbo unit is covered.

Fuel System (Diesel and Petrol): Carburettor, automatic choke, lift pump, mechanical or electrical fuel pumps (including fuel injection pump), tank sender unit.

Front and Rear Suspension: Coil springs

Steering: (including P.A.S.) Rack and pinion, steering box, power steering rack and pump, power steering reservoir, idler box where applicable (excluding gaiters).

Brakes: Brake master cylinder, wheel cylinders, restrictor valve, calliper seals, servo.

Anti-locking Brake System: The ABS control unit, pump and wheel sensors are covered.

Electrical System: Starter motor and solenoid including pre-engagement mechanism and bendix drive, alternator/dynamo, coil regulator, window and sunroof motors, centralised locking, heater fan motor, indicator flasher relay, distributor, front and rear windshield wiper and washer motors, electronic ignition amplifier, horn and multi-function stalk switch.

Engine Management (ECU): Engine electronic control unit.

Working Materials: Oils, oil filter and anti-freeze are covered only where their replacement is essential as a direct result of the failure of a covered item.

Casings: Should the failure of any of the components covered result in damage to the casings, then they will also be covered and will constitute part of the maximum claim liability.

INTERNAL EQUIPMENT

Cooker: The cooker unit including burners, grill, oven and flame failure device and igniter.

Fridge: Door seal, condenser, gas control valve, gas igniter, flame failure device, 12 and 240v selector switches, 12 and 240v heater elements, gas thermostat, 240v thermostat, 240v temperature control switch.

Water System: Water heater (gas or electric), fresh water tank, water pump, water gauges.

Auxiliary Electrics: Main hook-up input connector, ELCB, battery charger and distributor unit, interior lighting units (excluding bulbs and wiring).

Cassette Toilet: The cassette toilet is covered (excluding seals, valves and glands).

Heating System: Thermostat, motor, element, switches, control unit, gas heater, flame failure device, igniter (excluding ducting and fittings).

Body Leaks: (cover terminates when the Motorhome reaches 7 years of age). Water ingress through any permanently sealed seam or joint, being part of the Motorhome original manufacturer's construction.

EXTRA BENEFITS

The extra benefits listed below will be provided subject to the limits specified in the Proposal Form if any of the parts covered under this Mechanical Breakdown Insurance Policy suffer a Mechanical Breakdown as defined in this document and You are stranded with Your Motorhome. Where the optional Motorhome Assist has been taken out these benefits will be increased to those detailed in the separate Motorhome Assist terms and conditions where applicable. Claims cannot be made against both the Mechanical Breakdown Insurance Policy, Motorhome Assist or any other insurance cover.

Motorhome replacement

We will pay up to £35 a day (including VAT), for up to 7 days, towards the cost of a replacement motorhome or vehicle. You can only have a replacement motorhome or

vehicle if Your Motorhome is being repaired under this Policy and if You have authorised permission from APA.

Exclusions

a) You cannot have a replacement motorhome or vehicle for the first 24 hours that You are without Your Motorhome or during any delay the repairer may have waiting for parts or commencing repairs.

b) You will have to pay for fuel and insurance for the replacement motorhome or vehicle.

c) You will have to pay for any motoring fines and congestion charges.

Overnight accommodation and rail fares

We will pay up to £60 towards hotel expenses or a return rail ticket if the Motorhome breaks down and You are unable to return home. You will need to send APA a receipt. You cannot claim for the cost of meals and drinks. You can only qualify for overnight accommodation and rail fares if Your Motorhome is being repaired under this Policy and prior authority has been given by APA.

Driving abroad

This Policy is valid for up to 60 days per annum (pro rata) for driving in the Republic of Ireland and mainland Europe unless the optional Motorhome Assist European Assistance cover has been taken out whereby this benefit will be increased for up to a further 3 years. APA 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 this Policy. Payments will be limited to those levels outlined in this Policy.

TERMS AND CONDITIONS

The Proposal Form is part of the contract between You and Red Sands Insurance Company (Europe) Limited for the Mechanical Breakdown Insurance Policy. Your Policy covers the Motorhome shown on the Proposal Form.

AutoProtect (MBI) Limited has been appointed by Red Sands Insurance Company (Europe) Limited as administrator to distribute this Policy of insurance. AutoProtect (Administration) Limited has been appointed to deal with all administrative matters relating to claims handling, including payment of claims, arising under this Policy.

DURATION OF POLICY AND INDEMNITY

The Policy commences from the date of purchase or with new motorhomes the expiry of the manufacturer's warranty period. The Duration of this Policy and the Indemnity Limit will be as stated on the Policy Schedule. Subject to maximum period of 36 months and the maximum amount of the purchase price of the Insured Motorhome.

Exceptions

- 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) This Policy does not apply to:
 - a) motorhomes used for hire or reward (for example, self-drive hire);
 - b) motorhomes used for any kind of timed competition or race; or
 - c) non-standard, customised or modified motorhomes.
- 3) No liability will be accepted for damage caused by:
 - a) neglect;
 - b) corrosion;
 - c) any foreign matter getting into or onto a part;
 - d) lack of servicing;
 - e) the effects of over-heating, whether caused by an insured part or not;
 - f) freezing;
 - g) abuse;
 - h) damage to parts not covered by this Policy or
 - i) consequential damage following therefrom; or
 - j) damage to parts We cover caused by parts not covered by the Policy.
- 4) No liability will be accepted for:
 - a) wear and tear;
 - b) normal deterioration;
 - c) the effects of poor repairs, faults or defects at the time of the sale;
 - d) parts which have been fitted incorrectly;

- e) parts which are of faulty manufacture or design; or
 - f) parts not fitted as standard or optional extra by the manufacturer, unless cover for such items is agreed beforehand.
 - g) any claim within manufacturer's warranty or guarantee period.
 - h) faults at time of sale or before commencement date on Proposal Form.
- 5) This 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.
 - 6) No liability will be accepted for damage caused by war risks, sonic booms or nuclear radiation.

GENERAL CONDITIONS

- 1) Before selling You the Motorhome, the dealer must check the Motorhome to make sure that the parts covered under this Policy are in good condition.
- 2) We may declare void any Policy where the Proposal Form does not correctly show the exact Motorhome type, model, age and mileage. If You give incorrect information on the Proposal Form, Your 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 mileage quoted on the Proposal Form does not guarantee that this is the true distance the Motorhome 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) The Motorhome must be serviced in accordance with the schedule described in the service standards section of this Policy. You must retain all VAT service invoices.
- 6) We will not pay more than the limits shown on the Proposal Form or as otherwise restricted in this Policy document.
- 7) AutoProtect has the right to refuse an application for cover.
- 8) The dealer who sold You the Motorhome acts as AutoProtect's agent only for the purpose of supplying this Mechanical Breakdown Insurance Policy and for the purpose of receiving premiums.
- 9) Your rights as set out in this Policy are in addition to Your legal rights. This insurance is subject to the laws of England and Wales.
- 10) If You want to sell the Motorhome You will be able to transfer this Policy to the new owner. You must apply to AutoProtect to transfer the Policy within 7 days from the sale. There is a fee of £25 which You must enclose with Your application. The fee will be returned if Your application cannot be accepted.
- 11) If You sell the Motorhome to a dealer or trader, this Policy will automatically be cancelled. No refund of Your premium will be given if Your Policy is cancelled on the sale of Your Motorhome.
- 12) Cancellation – You may cancel the policy within 14 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 14 days of the start date.
- 13) You cannot change these terms and conditions unless You have the 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 this Policy.
- 14) At the time of cover the Motorhome must be taxed and legal for use on the public highway.

CLAIMS CONDITIONS

- 1) All matters relating to claims handling, including payment of claims arising under this Policy, will be dealt with by AutoProtect (Administration) Limited, Warwick House, Roydon Road, Harlow CM19 5DY Telephone: 01279 456 500.
- 2) 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 this Policy other than claims made in accordance with the procedures set out in this Policy document and for which specific

- authorisation is given by APA. The Insurers reserve the right to provide replacement parts and to carry out repairs under this Policy or to arrange for their provision by other persons.
- 3) The amount of time allowed for labour will be in line with the manufacturer's/glasses guide standard repair times. The cost of diagnosis or testing is not included.
 - 4) The Insurer's and APA reserve the right to examine the Motorhome, 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 Your Policy.
 - 5) If You or a repairer (with Your knowledge) makes a false or dishonest claim, Your Policy will be cancelled and legal action may be taken against You.

Important Note

You are covered only for the parts described in this booklet. You are covered up to the limits shown on the Proposal Form or any lower limits that may be specified. Your Policy does not cover more than the manufacturer's list price.

APA may insist that Your repairer uses exchanged or reconditioned parts to effect a repair. If the part to be replaced has some wear or the part improves the general condition or value of the Motorhome, You may be required to pay a specified amount towards the improvement. APA cannot agree to any claim without providing a claims authority number. The repairer must not start any repairs without this number. Please quote Your claims authority number each time You contact APA about Your claim and make sure the repairer includes this number on their invoice.

HOW TO MAKE A CLAIM

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

If You wish to make a claim telephone 01279 456 500

- 1) or write to: AutoProtect (Administration) Limited, Warwick House, Roydon Road, Harlow CM19 5DY. The correct claims procedure will be explained to You.
- 2) Book the Motorhome in with the selling dealer or recommended repairer and give Your permission to carry out any fault finding/diagnosis or dismantling necessary.
- 3) You agree that You will pay the costs of dismantling and repairing the Motorhome if the cause of the breakdown is not covered by this Policy and, if it is covered, all costs which exceed the limits on Your Proposal Form and any excesses that may apply. You are responsible for paying for any other work You ask the repairer to carry out.
- 4) The repairer must then telephone APA quoting Your Policy type and number and ask for authority to carry out the repair.
- 5) If Your claim is accepted, Your repairer will be informed how much will be paid under this 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.
- 6) 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, labour and VAT. APA may also need to see Your original service invoices. If there is a disagreement please refer to our Complaints Procedure.

SERVICE STANDARDS

The servicing of a motorhome is split into two parts, the servicing of the base vehicle and the servicing of the conversion/coachbuild element.

i) Base Vehicle

The base vehicle may 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 booklet or a previous service invoice, You may service the Motorhome at the

recommended interval from that service. Please retain proof of the previous service for Our inspection in the event of a claim. If no details are available to confirm that the Motorhome is within the manufacturer's recommended service limits then the first service must be carried out at the latest within 6 months/6,000 miles (whichever is the sooner) from the date/mileage at purchase but preferably at the first available opportunity. Thereafter at intervals of 6 months or 6,000 miles (whichever the sooner), and must consist of:

- 1) Change engine oil and filter.
- 2) Check oil levels in the gearbox and differential and top up where necessary.
- 3) Check coolant level and anti-freeze/inhibitor strength. Top up where necessary.
- 4) Check timing belt (if fitted), renew if necessary.

ii) Conversion/Coachbuild element

The conversion/coachbuild element must be serviced in accordance with the SMMT or NCC regulations but at a minimum, once every 12 months. The intervals between services must not exceed the stipulated mileage or time by more than 500 miles or 30 days. This time allowance is to facilitate the Motorhome owner to make sure services are completed at the correct intervals. If the Motorhome cannot be serviced at the correct time, You must inform AutoProtect immediately by recorded delivery. Write to: AutoProtect (MBI) Limited, Warwick House Roydon Road, Harlow CM19 5DY with the date that Your Motorhome will be serviced. This facility does not extend the warranty period and should this Policy expire prior to the service being carried out, any faults discovered after this time will not be considered. The only acceptable proof of servicing is the detailed VAT invoice which shows the servicing date and mileage. 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 Mechanical Breakdown Insurance Policy.

Warning

Timing belts (otherwise known as camshaft drive belts)

If Your Motorhome 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.

OUR PROMISE OF GOOD SERVICE

Any enquiry or complaint regarding this Policy should be addressed to:

The Managing Director AutoProtect (MBI) Limited
Warwick House, Roydon Road, Harlow CM19 5DY
Telephone: 01279 456 500

Should the matter still not be resolved to Your satisfaction You have the right to refer the matter to:

The Financial Ombudsman Service (FOS), South Quay Plaza 11, 183 Marsh Wall, London E14 9SR.

This procedure will not prejudice Your right to take legal proceedings. However please note that there are some instances where the FOS cannot consider a complaint. Please quote Your Policy number in all correspondence.

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority of the FSCS. The FSCS can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 020 7892 7300.

DATA PROTECTION PRIVACY AND DATA PROTECTION NOTICE

We and Autoprotect MBI Ltd are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). This notice sets out the basis on which we will process any personal data that we collect from you, or that you provide to us. For the purposes of the Legislation, Red Sands Insurance Company (Europe) Limited will qualify as the Data Controller and AutoProtect MBI Ltd will qualify as the Data Processor in relation to any personal data you supply to us.

Below is a summary of the main ways in which we and Autoprotect MBI Ltd process your personal data, to see the full Privacy Policies please visit our websites at www.redsands.gi and www.autoprotect.co.uk.

OUR PRIVACY PRINCIPLES: When we collect and use your personal information, it is kept no longer than is necessary, we ensure we look after it properly and use it in accordance with our privacy principles, we keep it safe and will never sell it.

INFORMATION WE MAY COLLECT OR RECEIVE ABOUT YOU: We may collect and process personal data that you provide directly to us by filling in forms, sending emails, over the phone or that we receive via third parties such as our partners.

HOW WE USE YOUR INFORMATION: For the purposes of providing insurance, handling claims, research or statistical purposes and any other related purposes. We will also use your data to safeguard against fraud, money laundering and to meet general legal or regulatory obligations.

DISCLOSURE OF YOUR PERSONAL DATA: We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf, these include reinsurers, legal advisors, regulatory authorities and as may be required by law.

INTERNATIONAL TRANSFERS OF DATA: We may transfer your personal data to destinations outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely, and in accordance with our privacy notice and the Legislation.

YOUR RIGHTS: You have the right to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

Red Sands Insurance Company (Europe) Limited as Data Controller is responsible for your personal data and our full details (including registration and address details) can be found within your policy wording.

We have appointed Autoprotect MBI Ltd to act on our behalf in respect of all matters relating to the protection of your personal data and to oversee questions in relation to this privacy notice. If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact Autoprotect MBI Ltd, Warwick House, Roydon Road, Harlow, Essex CM19 5DY.