



# Windscreen Insurance Policy

V3.0.0 March 2024

## Introduction

Thank you for choosing to purchase the Windscreen Insurance policy arranged by Policy Excess Insure Limited trading as Nova Direct on behalf of Financial & Legal Insurance Company Limited.

**We/us/our/The Company**– means Policy Excess Insure Limited trading as Nova Direct on behalf of Financial & Legal Insurance Company Limited.

This policy document is evidence of a legally binding contract of insurance between you (the insured) and us (Policy Excess Insure Ltd for and on behalf of the insurer).

Your policy is arranged and administered by Policy Excess Insure Limited trading as PEX Insure on behalf of Financial & Legal Insurance Company Limited. Policy Excess Insure Limited are authorised and regulated by the Financial Conduct Authority under firm reference number 836031. Registered in England and Wales under Company No. 10706852.

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915. Registered in England and Wales under company number 03034220.

This contract is entered into on the basis that you have taken all reasonable care to answer all questions asked, honestly, accurately and to the best of your knowledge and that any other information given either verbally or in writing by you or on your behalf at the time you applied for insurance is also complete and has been given honestly and to the best of your knowledge and belief.

You must read this policy document and the policy schedule together. The policy schedule tells you the period during which the policy is in force and what limits of indemnity apply to your insurance. The policy schedule contains the information supplied by you when taking out this insurance policy and which forms the basis of this legal contract. Please check both documents carefully to make certain they give you the cover you want.

The cover we provide is subject to the terms, conditions and exclusions contained in this policy document or in any endorsement applying to this policy document. Nobody other than you (the Insured) and us (Policy Excess Insure Ltd) has any rights that they can enforce under this contract.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in this language for the duration of the policy.

## Section 1 - Cover Provided

### What is Covered

In respect of the vehicle identified on the current Policy Schedule, the Company will insure you during the period of this Insurance against

1. Breakage of windows or windscreen glass; and
2. Damage to the windscreen, which is sufficient to cause the vehicle to fail a Driver and Vehicle standards Agency M.O.T. test.

### Excess

**This insurance is subject to a £85 excess.** You must pay the first £85 of the cost of any replacement window or windscreen glass. This excess does not apply if your Windscreen or glass is repaired rather than replaced.

## Section 2 - Policy Exclusions

This policy excludes the recalibration costs of any safety assist systems or equipment as a result of glass replacement to the insured vehicle. This includes but is not limited to the following systems. ADAS, ADC, AEB, LDV or SLR.

## Section 3 – Policy Conditions

The insurance is subject to the following Conditions:

- a. The insurance applies only to the vehicle shown in your policy schedule, whilst it is in your ownership or is leased and is registered in your name or your company's name.
- b. Unless the Company agrees otherwise this policy will only be effective in the first year of insurance from the 14th day after your application for cover and must be bought in conjunction with your motor policy.
- c. Within 7 days of cover starting You, must provide us with photographic evidence that your windscreen and sides windows are in a good state of repair with no damage. Should you fail to do this, the maximum we will contribute towards your windscreen claim will be restricted to **£75** after the deduction of the excess. Any additional payments required will be your responsibility to pay directly to the appointed repairer.
- d. Once a policy is issued, there is a period of 14 days (the 'Cooling Off' period) during which you may change your mind about continuing with the application for insurance. This is regardless of whether cover has commenced.
- e. For a claim to be valid under the insurance, repairs /replacements must be carried out by our nominated supplier, which may at its own option repair, reinstate or replace windscreen or window glass. Failure to use our nominated supplier will result in a maximum payment of **£100** after the deduction of the excess.

### Claims Process

Bumble Bee Essex Limited T/A The Claims Manager authorised by Financial & Legal Insurance Company Limited to handle all claims under this policy.

- f. This Policy, the Policy Schedule, proof of id and the vehicle registration document must be produced when making a claim. All damage likely to result in a claim must be reported as soon as possible, by calling the Helpline on **0800 1694 677**. No claims will be considered if reported more than thirty days after the expiry of this insurance, regardless of the date on which the damage occurred.
- g. The Company's liability in any one insurance year will be limited to £500 after the deduction of any excess.
- h. Cover applies only within England, Wales, Scotland or Northern Ireland and, unless

the Company has agreed otherwise in writing, is subject to English law.

## Renewal of your policy

We will provide you with at least 30 days prior notification before the annual renewal date of your policy and we will tell you then if there are any changes to your premium. We will also provide you with instructions on how to renew your policy. We will automatically renew your policy, but you have the option to opt out of automatic renewal at any time. If you do not want to renew your policy, simply follow the instruction in your renewal notification

## Cancellation of your policy

You may cancel the insurance, without giving reason, by sending us notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of you receiving the insurance documents if you are a new customer or 14 days from the renewal date if you are an existing customer.

On receipt of your written notice of cancellation you will receive a full refund of all premium paid provided that no claim has been paid by us and you do not intend to make a claim under this insurance, less any cancellation fee that we apply.

If a claim has been made by you, we will not refund any premium. If you do not exercise your right to cancel during the 14-day period, your policy will continue as normal.

## Cancellation by you after the withdrawal period

If you wish to cancel your insurance after the initial 14-day withdrawal period you can do so by getting in touch – no refund of premium will apply.

## Cancellation by us

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address.

Valid reasons may include but are not limited to:

- a. Where we reasonably suspect fraud
- b. Non-payment of premium
- c. Threatening and abusive behaviour
- d. Non-compliance with policy terms and conditions
- e. You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

## Section 4 – Complaints Procedure

Disputes concerning this insurance that cannot be resolved with our nominated supplier representative at your nearest depot, should in the first instance be referred to Windscreen Insurance Services Ltd customer care department on **0344 800 0026** or **Admin@windscreecover.co.uk**. If you are not satisfied with the response from the Windscreen Insurance Services Ltd customer care department, please email Policy Excess Insure Ltd at **complaints@pexinsure.com** and We will address Your complaint within 14 days.

### Appeal

If your complaint is still not capable of being resolved you have the right of appeal to the Financial Ombudsman Service. The Ombudsman can be contacted at:

**Financial Ombudsman Service Exchange Tower**  
**Harbour Exchange Square London**  
**E14 9SR**  
**Telephone: 0800 0234567 or 0300 1239123**  
**Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

This complaints procedure is an addition to your statutory rights as a consumer.

If you remain dissatisfied after following the above complaints procedures in full, you may ask the following autonomous and independent body to review your case.

## Important Information for Policyholders

### Data Protection and Sharing Information with other organisations

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access by requesting a copy from our Data Protection Officer (contact details below). This section provides you with some basic information and explains:

- What we do with your information
- How we may check the information you have provided to us against other sources such as databases
- Who we share your information with, and
- How we may use your information.
- We are governed by the Data Protection legislation applicable in the United Kingdom.

### How we may collect your information

We may collect details about you from

- Information you give to brokers
- Information you give us in online forms and other forms
- Other sources such as Google Earth and social media• Third parties and other sources
- Telematics systems.

### What information we may collect about you

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

### **How we may share your information**

In order to provide our services to you, we may share your information with insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies. Information you supply may be used for the purposes of insurance administration by us and third parties. These third parties may share your information with their own agents.

### **How we may use your information**

We may use your information for a number of purposes. These include:

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks
- Providing you with information about our products and services. We give details about some of these processes below.

### **Driving Licence checks**

We may also provide your (or any named third party) driving licence number (DLN) and other details to the DVLA to confirm licence status, entitlement and relevant restriction information and endorsement/conviction data.

Searches may be carried out prior to your policy commencing and at any point during your insurance policy including any mid-term adjustment and renewal stage. For details relating to information held about you by the DVLA please visit [www.dvla.gov.uk](http://www.dvla.gov.uk).

The DVLA may also be used to search your (or any named third party's) no claims discount (NCD) details against a no claims discount database to obtain information in relation to your NCD entitlement.

We may pass details of your no claims discount to certain organisations to be recorded on a NCD database.

### **Providing you with details on our Products and Services**

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of interest to you. We may contact you by telephone, letter or email (as you have indicated).

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group. If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

### **Motor Insurance Database**

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID and the data stored on it, including your personal details, may be looked at and used by certain statutory and/or authorised bodies including the Police, the DVLA, the Insurance Fraud Bureau and other bodies permitted by law.

If you are involved in an accident (in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information. Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration details are shown on the MID at [www.askmid.com](http://www.askmid.com)

### **Fraud Prevention and Detection**

We carry out fraud checks on our customers. We do this in order to prevent fraud and also to help us make decisions about the provision, pricing and administration of insurance.

When carrying out these checks, we will search against fraud detection databases. We may pass details about you to some of these databases.

Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

### **Claims History**

We may process data relating to your claims history for the purposes of assessing any claim you may make. The aim is to help us to check information provided and also to prevent fraudulent claims. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal.

### **Credit Searches and Accounting**

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search.

Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

### **Transfers**

Sometimes your information may be transferred outside the European Economic Area by us, by the organisations with whom we share your information or by the servants and agents of these organisations. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

### **Your Rights as a Data Subject**

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If You have any questions or concerns about how We handle your personal data you should contact: **info@pexinsure.com**. Please note that We record telephone calls for training and evidentiary purpose The Financial Services Compensation Scheme covers this policy.

**This is an important document and should be kept in a place of safety – not in the vehicle.**