

# Windscreen Insurance

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by Astrenska Insurance Limited. This cover is provided to **you** in return for payment of the premium.



#### Who is covered?

The person named on the certificate of motor insurance.

## What criteria apply?

The policyholder must have reside within the United Kingdom, Isle of Man or the Channel Islands and hold a valid motor insurance policy in force throughout the duration of the windscreen insurance policy. The policy must be taken out within 28 days of the inception or renewal date of the motor insurance policy covering **your vehicle**.

## **Important information**

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy
- b) to make sure that all information supplied as part of your application for cover is true and correct
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

This policy must be read together with **your** current schedule, insurance product information document and any endorsements or certificates. These items together form **your** contract of insurance.

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# How to make a claim - Two options are available to you:

Option 1 - If you wish to use the recommended glass repair/replacement provider

- 1) Please call the approved repairer on 0333 241 3378 (this service is available 24 hours a day)
- 2) The approved repairer will record details of your claim and will arrange for the glass repair/replacement provider to contact you in order to arrange for the broken or damaged glass to be repaired or replaced;
- Payment of any excess under this policy must be made to the recommended glass replacement provider at the same time the glass is replaced. If the glass is repaired rather than being replaced, there will be no excess to pay.
- 4) The insurer will pay the remainder of the cost of the glass repair or replacement direct to the approved repairer.

## Option 2 - If you wish to arrange your own repair or replacement

- 1) Please call us on 0333 043 1324 to report your claim;
- Our claims team will record details of your claim and will confirm that you may instruct a glass repair/replacement provider of your choice;
- 3) You will then be able to arrange for repair or replacement of your windscreen or window glass;



- 4) When the repair or replacement work has been completed **you** must pay the provider the full cost of the replacement or repair:
- 5) You must submit the repairer's receipted invoice to us;
- 6) The **insurer** will provide reimbursement of the replacement costs to **you** less any **excess** applicable. If the glass is repaired, the **insurer** will provide full reimbursement of the repair cost.

#### How to make a complaint

**We** hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please follow the procedure below.

If your complaint relates to the sale of this policy, please contact your insurance broker.

If your complaint relates to a claim, please contact us at:

Coplus Floor 2 Norfolk Tower 48-52 Surrey Street Norwich NR1 3PA

Telephone: 0333 043 1324

Ombudsman Service at:

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567 or Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer.

# Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. This insurance is effected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202846. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct Authority.

## **Privacy Statement**

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting <a href="https://www.coplus.co.uk/data-privacy-notice">https://www.coplus.co.uk/data-privacy-notice</a>.

# Fraud prevention, detection and claims history

In order to prevent and detect fraud we may at any time:

- share information about you with other organisations and public bodies including the police;
- check and/or file your details with fraud prevention agencies and databases, and if you give us false or
  inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.



## Renewal procedure

The term of your Windscreen policy is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact **your** insurance broker who will be able to discuss **your** requirements.

# Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands and the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

# **Contracts (Rights of Third Parties) Act 1999**

The terms of this policy are only enforceable by **you**. A person who is not named under this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

## **Your Agreement with Others**

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

We will not be bound by any agreement between you and any other person or organisation.

You may not assign any of the rights under this policy without our express prior written consent.

# **Financial Services Compensation Scheme**

Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Astrenska Insurance Limited cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting <a href="https://www.fscs.org.uk">www.fscs.org.uk</a>.

# **Sanctions**

**We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.

# Use of language

Unless agreed otherwise, for the purposes of this insurance contract the language used will be English.

# Other formats

If you require this document in any other format please do not hesitate to contact us.

# **General definitions**

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

Administrator/We/Us/Our: Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited.

**Excess:** a) £50 in respect of each and every claim for glass replacement if **you** use **our** 

recommended glass replacement provider; or,

b) £100 in respect of each and every claim for glass replacement if  $\mathbf{you}$  do not use

our recommended glass replacement provider.

There is no excess payable if your windscreen or glass is repaired rather than

replaced.

Indirect Loss: Any loss or cost that is not directly caused by the event that led to your claim. For

example any loss or damage to any part of the vehicle other than the windscreen.

**Insurer:** Astrenska Insurance Limited.



**Motor Insurance Policy:** The motor insurance policy which has been issued to **you** for the insured **vehicle**.

Period of Insurance: 12 calendar months from the date of inception of this policy as shown on your policy

schedule.

**Territorial Limits:** The United Kingdom Isle of Man and the Channel Islands.

**Terrorism:** Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000

and any amending or substituting legislation.

Vehicle: The motor vehicle owned by you and for which you hold a valid motor insurance

policy.

You/Your: The person or company named on the certificate of motor insurance policy who

has paid the appropriate premium for this policy.

#### Cover

Subject to payment of the premium, the **insurer** will provide the following cover in in respect of the **vehicle** identified on **your** certificate of motor insurance during the **period of insurance**:

- Breakage of windows or windscreen glass; or
- 2) Damage to the windscreen

The maximum amount payable by the insurer is £500 in any one period of insurance.

You must pay any excess applicable. You will not have to pay the excess if your windscreen or glass is repaired rather than replaced.

# Conditions applying to the Cover section of this policy

- The vehicle must be used and kept within the territorial limits;
- This policy must be taken out within 28 days of the inception or renewal date of your motor insurance policy;
- You must hold a valid motor insurance policy issued by an authorised UK motor insurer in respect of your vehicle at all times during the period of insurance;
- You must take reasonable precautions to protect your vehicle from malicious or accidental damage
- The cover provided by this policy only applies to the vehicle identified in the certificate of motor insurance.

# **Policy Conditions**

## 1. Claims

- You must report all claims to us as soon as is reasonably practical of the insured event;
- b) You must respond to us promptly in all matters relating to a claim;
- c) The **insurer** reserve the right to contact **you** directly at any point concerning **your** claim.

## 2. Cancellation

If you decide that for any reason, this policy does not meet your insurance needs then please return it to your insurance broker within 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

**You** may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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 the insurer reasonably suspects fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- You have not taken reasonable care to provide accurate and complete answers to the questions we or your insurance broker ask.



If the **insurer** cancels 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 the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** 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. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If your policy is cancelled because of fraud or misrepresentation, this may affect your eligibility for insurance with the insurer, as well as other insurers, in the future.

# 3. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

## 4. Fraudulent Claims

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

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any
  adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage you caused deliberately or with your knowledge; or
- makes a claim which is in any way dishonest or exaggerated;

**we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

## 5. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

# 6. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

# 7. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re- enactments or regulations.

## **Exclusions**

This policy does not cover:

# 1) Any claim:

- In respect of sunroofs, panoramic windscreens, glass sections of folding or removable roofs, winding mechanisms, lights, reflectors or interior glass;
- ii) When **your vehicle** is used for pace making, racing, speed testing or reliability trials, hiring or whilst **your vehicle** is being used and/or driven on any racetrack or circuit or any other prepared course:
- iii) In respect of Loss of use of **your vehicle** or any **indirect loss** whatsoever;
- iv) Covered under any other insurance policy held by you;
- v) In respect of damage to the **vehicle** windscreen or glass which occurs prior to or within the first 30 days of the start date of this policy; unless comparable insurance was previously in place and cover continues uninterrupted;



- vi) In respect of commercial vehicles;
- vii) In respect of a **vehicle** not listed on the certificate of motor insurance;
- viii) In respect of damage occurring outside the territorial limits.
- 2) Any costs incurred by **you** prior to **our** acceptance of **your** claim;
- Any claim arising from the failure of your vehicle to pass an MOT test due to damage to your windscreen or window glass within 60 days of the inception date of this policy;
- 4) The **excess** for every claim for glass replacement;
- 5) Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material; or
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
     or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- 6) Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
- 7) Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered or otherwise corrupted;

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

# **Astrenska Privacy Notice**

# How we use the information about you

As your insurer and a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to you;
- · issue you this insurance policy;
- deal with any claims or requests for assistance that you may have
- service your policy (including claims and policy administration, payments and other transactions); and, detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed;
- protect our legitimate interests

In order to administer your policy and deal with any claims, your information may be shared with trusted third parties. This will include members of The Collinson Group, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that your information remains safe and secure. We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information we have collected from you will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies and databases, and your data protection rights, can be found by visiting <a href="https://www.cifas.org.uk/fpn">www.cifas.org.uk/fpn</a> and <a href="https://www.insurancefraudbureau.org/privacy-policy">www.cifas.org.uk/fpn</a> and <a href="https://www.insurancefraudbureau.org/privacy-policy">www.insurancefraudbureau.org/privacy-policy</a>.

# Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that you have with us;
- is in the public or your vital interest: or



· for our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

## How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of insurance and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

# How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please contact us by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

If you wish to make a complaint about the use of your personal information, please contact our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at https://ico.org.uk/.