

Welcome to your Windscreen Insurance Policy

In the event of any claim, information or assistance YOU must firstly contact the Claims Helpline.

The number to ring is **01904 234893**

Quote **YOUR** name, address and post code and the following policy number:
10555/AS16

This is a legally binding contract of insurance between **You** (the **Policyholder**) and **Us** (the insurer). This contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** reserve the right to cancel or change any part of this contract without getting anyone else's permission by giving fourteen days' notice to the **You**. **We** agree to cover the person named by **Your Agent** under the terms and conditions of this policy, as long as the premium has been paid.

MEANING OF WORDS

1. **AGENT** means the intermediary from whom **You** purchased this insurance.
2. **COVER LEVEL** means £500 including VAT being the total amount which **We** will pay under this Policy during any one **PERIOD OF INSURANCE**.
3. **COVERHOLDER** means Arc Legal Assistance Ltd trading who administers this insurance and handles claims under this insurance on **Our** behalf
4. **EXCESS** means the first amount of each and every claim **You** make for which **You** are responsible for, under sections 1 and 2 of **WHAT YOU ARE COVERED FOR**, if **You** use **Our** recommended glass replacement provider, the amount of **EXCESS** is £100 and if **You** do not use **Our** recommended glass replacement provider, the amount is £150.
5. **MOTOR INSURANCE POLICY** means the insurance policy arranged by the **Agent** in respect of **Your MOTOR VEHICLE** which was arranged at the same time as or up to 45 days prior to this policy.
6. **MOTOR VEHICLE** means a mechanically propelled vehicle, intended or adapted for use on roads of which **You** are the owner and registered keeper.
7. **PERIOD OF INSURANCE** means the period for which **We** have accepted the premium and being the same period as applies to **Your Motor Insurance Policy**.
8. **TERRITORIAL LIMITS** means The United Kingdom of Great Britain and Northern Ireland.
9. **WE, OUR, US** means AmTrust Specialty Limited, the insurer of this policy
10. **YOU, YOUR** means the person who has taken out this policy.

WHAT YOU ARE COVERED FOR:

1. Claims for the breakage of **Your Motor Vehicle's** windows or windscreen glass subject to the **Excess**;
2. Claims for damage to **Your Motor Vehicle's** windscreen which would be sufficient to cause it to fail the Vehicle and Operator Services Agency (VOSA) MOT test subject to the **Excess**;
3. Claims for the repair only of **Your Motor Vehicle's** windscreen or glass can be made which is not subject to any **Excess**,

Provided always that each and every claim is made and notified to **Us** during the **Period of Insurance** and within the **Territorial Limits**.

WHAT YOU ARE NOT COVERED FOR:

We will not pay:

1. Claims for sunroofs, panoramic windscreens, glass sections of folding or removable roofs, winding mechanisms, lights, reflectors or interior glass
2. **Your Excess** for each and every claim for glass replacement
3. Any claim where the total aggregate amount exceeds **Cover Level** limit of £500. If the replacement cost of the glass exceeds £600 (including VAT) **You** must pay any additional amount to the glass provider as well as the **Excess**
4. Any claim for damage to **Your Motor Vehicle's** windscreen or glass which occurs prior to or within the first 30 days of the start date of this policy
5. Any claim arising out of the use of the **Motor Vehicle** by **You** for pace making, racing, speed testing, rallies, trials, competitions of any kind or whilst **Your Motor Vehicle** is being used and/or driven on any racetrack or circuit or any other prepared course
6. Loss of use of **Your Motor Vehicle** or any indirect loss whatsoever
7. For any costs incurred by **You** prior to **Our** acceptance of **Your** claim
8. For any damage that occurs whilst **Your Motor Vehicle** is used outside the **Territorial Limits**
9. Any claim that arises out of **Your** unlawful use of drink or drugs

10. Any claim in respect of any dispute arising from or involving:
- (a) Ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) The radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof
 - (c) Riot, civil commotion, war, invasion, acts of foreign enemy, hostilities, (whether war is declared or not) civil war, rebellion, revolution, insurrection or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government

CONDITIONS

1. **You** must maintain a **Motor Insurance Policy** at all times during the **Period of Insurance** of this policy
2. **Your** name must be the lead name on **Your Motor Insurance Policy**
3. In the event that any misrepresentation is made by **You** or on **Your** behalf in obtaining this insurance or **Your Motor Insurance Policy** or in support of any claim under this insurance or **Your Motor Insurance Policy**, or if **You** make a claim under this policy or **Your Motor Insurance Policy** that is false or fraudulent the policy will be voided and no refund of premium will be given
4. Irrespective of the commencement date of this policy, after commencement it is to run concurrently with **Your Motor Insurance Policy** and to end on the same date as **Your Motor Insurance Policy**
5. In the event that **Your Motor Insurance Policy** is cancelled for any reason whatsoever, this policy will be cancelled automatically and **You** will be entitled to a pro rata refund.
6. **You** must agree to **Us** trying to recover any payments made to **You** under this policy in **Your** name and any payments recovered must be paid to **Us**
7. If **You** are covered by any other insurance for **Your Motor Vehicle's** windscreen or glass, **We** will only pay **Our** share of the claim
8. **You** must take reasonable steps to safeguard **Your Motor Vehicle** against loss or additional exposure to loss
9. **You** must keep to the terms of this policy

CLAIMS

To make a claim under this policy, **You** must call the Claims Department on 01904 234 893 and the **Coverholder** will deal with **Your** claim on **Our** behalf. If **You** wish to use **Our** recommended glass replacement provider, **We** will record details of **Your** claim and arrange for the broken or damaged glass to be either replaced or repaired. **You** will be responsible for any **Excess** which must be paid to the recommended glass replacement provider at the time the glass is replaced. If the glass is repaired, there will be no **Excess** to pay. **We** will pay the remainder of the glass replacement invoice to the glass replacement provider directly.

In the event **You** do not wish to use **Our** recommended glass replacement provider, **We** will record details of **Your** claim and will confirm whether **You** may instruct a glass replacement provider of **Your** choice. It will be **Your** responsibility to arrange for all repairs to be carried and when completed, it will be **Your** responsibility to pay the provider the full cost of the replacement or repair. **You** must then submit the glass replacement provider's invoice to **Our** claims department at:

Windscreen Claims Department,
Arc Legal Assistance,
PO Box 8921,
Colchester,
CO4 5YD

We will reimburse **You** the costs less **Your Excess**. If the glass was repaired, **We** will reimburse **You** the costs in full up to the **Cover Level** of £500 including VAT.

Please note that failure to follow these steps may jeopardise the reimbursement of **Your** costs.

CANCELLATION PROVISIONS

You may cancel this policy within 14 days of purchasing the cover with a full refund of the insurance premium paid providing **You** have not made a claim which has been accepted under this policy.

You may cancel this policy at any time by giving at least 21 days' written notice to **Us**. **We** will refund part of the premium for the unexpired period unless **You** have notified a claim which has been accepted by **Us** under this policy in which case no return of premium shall be allowed. If **We** have not accepted a claim under this policy, the amount of premium **We** will refund will be calculated as 1/365th of the premium paid for each day that remains unexpired together with a maximum administration fee of £15.

We may cancel this policy at any time by giving at least 21 days' written notice to **You**. **We** will refund part of the premium paid for the unexpired period based on the calculation above.

COMPLAINTS PROCEDURE

We always aim to provide a first class service. However, if **You** have any complaint, please notify the **Coverholder** at: Arc Legal Assistance, PO Box 8921, Colchester, CO4 5YD. Tel: 01206 615000

The **Coverholder** will contact **You** within five days of receiving your complaint to inform **You** of what action is being taken. The **Coverholder** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks the **Coverholder** will tell **You** when **You** can expect an answer.

If **Your** complaint remains unresolved after eight weeks, **You** may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction. They are able to review complaints from “eligible complainants” and further information can be found on their website. The address is: Financial Ombudsman Service, Exchange Tower, London, E14 9SR Telephone number 0800 023 4567 or 0300 123 9 123. Website: www.financial-ombudsman.org.uk

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS at: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU Tel: 0800 678 1100 or 020 7741 4100

If **You** take any of the action mentioned above it will not affect **Your** right to take legal action.

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, ‘**We**’ means Arc Legal Assistance and the **Insurer**)

Data Protection

We will keep **your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust’s website at <https://amtrustinternational.com/dpn> or Arc’s website at www.arclegal.co.uk

What we do with your personal information

We might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

Fraudulent Claims

1) If the **Insured Person** makes a fraudulent claim under this insurance contract, **We**:

- a) Are not liable to pay the claim; and
- b) May recover from the **Insured Person** any sums paid by **Us** to the **Insured Person** in respect of the claim; and
- c) May by notice to the **Insured Person** treat the contract as having been terminated with effect from the time of the fraudulent act.

2) If **We** exercise **Our** right under clause (1)(c) above:

- a) **We** will not be liable to the **Insured Person** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b) **We** need not return any of the premiums paid.

Conditions Precedents

If the **Insured Person** breaches a condition precedent in this insurance contract, **Our** liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). **We** will have no liability to the **Insured Person** for any loss which occurs, or which is attributable to something happening, during the period when **Our** liability is suspended.

AmTrust Specialty Limited underwrite these policies that Arc Legal Assistance Limited administer on their behalf

Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority. Financial services register number 305958.

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.