



vavista

www.vavista.com

Windscreen Policy

General
Legal Protection

Please keep this wording safe

Welcome to Your Vavista 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 238277**

Quote YOUR name, address and post code and the following policy number –

AS16/WS171201

This is a “claims made” insurance and only covers claims notified to the COVERHOLDER during the PERIOD OF INSURANCE.

This is a legally binding policy between YOU (the insured) 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 may cancel or change any part of this contract without getting anyone else’s permission.

MEANING OF WORDS

1. AGENT means the intermediary from whom YOU purchased this insurance.
2. COVER LEVEL means £500 being the total amount which WE will pay under this Policy during any one PERIOD OF INSURANCE.
3. COVERHOLDER means General Legal Protection Limited 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 vehicle (which is not a mechanically propelled vehicle the weight of which unladen does not exceed 254 kilograms and which is specially designed and constructed, and not merely adapted, for the use of a person suffering from some physical defect or disability and is used solely by such a person), which is constructed for the carriage of passengers and their effects, is adapted to carry not more than seven passengers and does not exceed 3.5 tonnes, 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 Europe 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 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
- 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
5. Loss of use of YOUR MOTOR VEHICLE or any indirect loss whatsoever
 6. For any costs incurred by YOU prior to OUR acceptance of YOUR claim
 7. For any damage that occurs whilst Your MOTOR VEHICLE is used outside the Territorial Limits
 8. Any claim that arises out of YOUR unlawful use of drink or drugs
 9. 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 238277 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:

Vavista Windscreen Claims Department,
General Legal Protection Limited,
King's House,
12 King Street,
York YO1 9WP

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.

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

CANCELLATION

a) This policy has a cooling off period of 14 days from the time YOU receive this information. If YOU do not wish to continue with this insurance YOU must inform the AGENT who sold YOU this policy and the policy will be regarded as not taken up and cancelled from inception. You will be refunded any monies paid to US in respect of premium, provided no claims have been made.

b) If this policy is cancelled after the cooling off period, any return premium due to YOU will be calculated on the basis of how long the policy has been in force and whether there has been a claim. If there has been a claim, there will be no refund of premium. If there has not been a claim, the amount of the return premium will be calculated on a pro rata basis.

COMPLAINTS PROCEDURE

We always aim to provide a first class service. However, if You have any complaint, please notify the Coverholder at: Managing Director, General Legal Protection Ltd, Kings House, King Street, York, YO1 9WP. Tel: 01904 683300, Fax: 01904 656950.

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. The Financial Ombudsman Service can normally deal with complaints from private individuals and micro-enterprises" (an EU term covering smaller businesses) as long as they have an annual turnover of *less than* two million euros and *fewer than* ten employees. The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million, and from trusts with a net asset value of less than £1 million. 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.

DATA PROTECTION ACT 1998

Data Protection & Privacy Statements

Data Transfer Consent

By purchasing this insurance policy with AmTrust Europe Ltd, You have consented to the use of Your

data as described below.

Data Protection Policy

We are committed to protecting Your privacy including sensitive personal information; please read this section carefully as acceptance of this insurance policy will be regarded as having read and accepted these Terms and Conditions.

Sensitive Information

Some of the personal information We ask You for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to provide the services described in Your policy documents.

How we use and protect your information and who we share it with

We will use Your information to manage Your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers. Your information comprises of all the details We hold about You and Your transactions and includes information obtained from third parties. We may use and share Your information with other members of the AmTrust Group companies (The Group). The Group contains companies based throughout the world, both inside and outside Europe (for example, in the USA). By purchasing this policy you have consented to your data being stored and processed in the USA. We will provide an adequate level of protection to Your data.

We do not disclose Your information to anyone outside The Group except:

- Where We have Your permission
- Where We are required or permitted to do so by law
- To credit reference and fraud prevention agencies
- Other companies that provide a service to Us or You
- Where We may transfer rights and obligations under this agreement.

We may transfer Your information to other countries and jurisdictions on the basis that anyone to whom We pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Your Rights

Under the Data Protection Act 1998 You have certain rights regarding access to Your information. You have the right to see a copy of the personal information We hold about You, if You believe that any of the information We are holding is incorrect or incomplete, please let Us know as soon as possible. To provide a copy of the information We may ask You for a small fee.

Marketing

We will not use Your data for Marketing purposes. All information provided is used to manage Your insurance policy only.

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.



André Scruton, Managing Director
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E-mail: contact@glpgroup.co.uk Web: www.glpgroup.co.uk

General Legal Protection Limited is authorised and regulated by the Financial Conduct Authority. Financial services register number 313084.

AmTrust Europe Limited underwrite these policies that General Legal Protection Limited administer on their behalf

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202189. 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.

Customer Services

0344 776 8382

talk2us@Vavista.com

To report your claim call

0344 840 9537

Windscreen Claims Glass Helpline

01904 238 277

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