

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 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 as General Legal Protection 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 Europe Ltd, 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,
General Legal Protection,
18 Park Place
Cardiff
CF10 3DQ

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: Complaints Department, General Legal Protection, 18 Park Place, Cardiff CF10 3DQ. Tel: 02920 222 033

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

Data Protection

Arc Legal Assistance Ltd (the Data Controller) are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at www.arclegal.co.uk

How We Use Your Personal Data and Who We Share It With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

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 **Our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, 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 the Legislation.

Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, 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.

Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, General Legal Protection, 18 Park Place, Cardiff, CF10 3DQ

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.

AmTrust Europe Limited underwrite these policies that Arc Legal Assistance Limited trading as General Legal Protection administer on their behalf

General Legal Protection
18 Park Place,
Cardiff
CF10 3DQ
Tel: 02920 222 033
E-mail: glpoffice@amtrustgroup.com
Web: www.arclegal.co.uk

Arc Legal Assistance Ltd trading as General Legal Protection is authorised and regulated by the Financial Conduct Authority.
Financial services register number 305958.

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.