

# Windscreen Insurance

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



# To make a claim:

Call: 0333 241 3378 if you wish to use the recommended glass provider, or 0333 043 1324 if you wish to arrange your own repair or replacement

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

# Claim must be reported as soon as possible.

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#### Who does it cover?

The person named on the motor insurance policy.

### **Key requirements**

- The policyholder must reside within Great Britain, Northern Ireland, Channel Islands or the Isle of Man and hold a valid **motor insurance policy** which is 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**.

### Your responsibility

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

- a. Supply accurate and complete answers to all the questions **your** broker or agent may ask as part of **your** application for cover under the policy.
- b. Make sure that all information supplied as part of **your** application for cover is true and correct.
- c. Tell **your** broker 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 your broker or agent asks 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.

#### Fraud

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,

If **your** claim 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.

Please read this policy carefully so that **you** understand the cover **we** are giving **you** and follow **our** rules. It's important that **you** keep this policy wording and **your** policy schedule in a safe place in case **you** need to look at them later.

# 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;
- 3. 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;
- 2. 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.

#### Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Collinson Insurance. This Insurance is effected in England and is subject to the Laws of England and Wales.

Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708616. These details can be checked on the Financial Services Register by visiting: <u>www.fca.org.uk</u>.

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 <u>https://www.coplus.co.uk/data-privacy-notice</u>.



#### How to make a complaint

If you have a complaint, please follow the guidance below and we will provide assistance as soon as possible:

If **your** complaint is about the sale of the policy contact the broker who sold **you** the policy.

If your complaint is about the handling of a claim, please contact:

The Quality Assurance Manager Coplus Floor 2 Norfolk Tower 48-52 Surrey Street Norwich NR1 3PA Telephone: **0333 043 1324** Email: gualityteam@coplus.co.uk

We will respond to your complaint within eight weeks of receiving it. Our response will be our final decision based on the information provided. If there's a delay in our investigations, we'll explain the reason and give you an estimated timeframe for reaching a decision.

If, for any reason, **you**'re still not happy or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR Telephone: **0800 023 4567** (free for people calling from a landline) or **0300 1239 123** Email: <u>complaint.info@financial-ombudsman.org.uk</u>

Following this complaints procedure does not stop you from taking legal action.

#### **Financial Services Compensation Scheme**

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at <u>www.fscs.org.uk</u> or by telephoning **020 7741 4100**.

#### **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.

#### Definitions

The following words shall have the meaning given below wherever they appear in bold in this document.

Wording	Meaning
Excess	<ol> <li>£50 in respect of each and every claim for glass replacement if you use our recommended glass replacement provider; or,</li> <li>£100 in respect of each and every claim for glass replacement if you do not use our recommended glass replacement provider.</li> </ol>
	There is no excess payable if <b>your</b> 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 <b>your</b> claim. For example, any loss or damage to any part of the <b>vehicle</b> other than the windscreen.
Insurer	Collinson Insurance.
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 <b>your</b> policy schedule.
Territorial Limits	Great Britain, Northern Ireland, Channel Islands and the Isle of Man.
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 <b>you</b> and for which <b>you</b> hold a valid <b>motor insurance policy</b> .
We/Us/Our	Motorplus Limited t/a Coplus acting on behalf of Collinson Insurance.
You/Your	The person named on the certificate of <b>motor insurance policy</b> who has paid the appropriate premium for this policy.

Cover What is covered?	What is excluded?
<ul> <li>Subject to payment of the premium, the insurer will provide the following cover in in respect of the vehicle</li> </ul>	This policy does not cover: Any claim:
identified on <b>your motor insurance policy</b> during the <b>period of insurance</b> :	<ul> <li>a. In respect of sunroofs, panoramic windscreens, glass sections of folding or removable roofs, winding mechanisms, lights, reflectors or interior glass;</li> </ul>
<ul><li>a. Breakage of windows or windscreen glass; or</li><li>b. Damage to the windscreen</li></ul>	<ul> <li>b. 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</li> </ul>
The maximum amount payable by the <b>insurer</b> is £500 in any one <b>period of insurance</b> .	<ul> <li>or circuit or any other prepared course;</li> <li>c. In respect of loss of use of your vehicle or any indirect loss whatsoever;</li> </ul>
You must pay any excess applicable. You will not have to the excess if your windscreen or glass is repaired rather th replaced.	<ul> <li>d. Covered under any other insurance policy held by you;</li> <li>e. 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;</li> <li>f. In respect of commercial vehicles;</li> <li>g. In respect of a vehicle not listed on your motor insurance policy;</li> <li>h. In respect of damage occurring outside the territorial limits.</li> </ul>
	<ul> <li>Any costs incurred by you prior to our acceptance of your claim;</li> </ul>
	<ul> <li>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;</li> </ul>
	<ul> <li>The excess for every claim for glass replacement.</li> </ul>

# Conditions applying to the cover section of this policy

- 1. The vehicle must be used and kept within the territorial limits;
- 2. This policy must be taken out within 28 days of the inception or renewal date of your motor insurance policy;
- 3. 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;
- 4. You must take reasonable precautions to protect your vehicle from malicious or accidental damage;
- 5. The cover provided by this policy only applies to the **vehicle** identified in **your motor insurance policy**.

#### **Policy conditions**

The following conditions apply to all sections of this policy. You must comply with them where applicable for your insurance to remain in full force and effect.

- 1. Claims
  - a. 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 reserves the right to contact you directly at any point concerning your claim.

# **General exclusions**

- 1. Loss or damage arising as a consequence of:
  - a. War, invasion, act of foreign enemies, **terrorism**, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.



- b. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
- c. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 2. Any loss, injury, damage, or legal liability arising directly or indirectly from:
  - a. The failure of any computer or other electrical component to correctly recognise any date as its true calendar date.
  - b. Computer viruses.

#### 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 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.
- f. You do not or are willing to co-operate in the event of a claim.

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.

#### **Arbitration Clause**

In the event of a disagreement between **you** and **us**, **our** aim is to make things simple and fair. If the matter cannot be resolved via **our** complaints procedure then **you** can reach out to the Financial Ombudsman Service for assistance. For broader disputes, **we** can turn to arbitration. **We** can jointly pick an arbitrator – it could be a solicitor or barrister. **We** will agree on this together in writing. In case **we** can't reach an agreement the Chartered Institute of Arbitrators can step in to help **us** choose someone. The arbitrator's decision is final, and **we** both have to abide by the outcome. The Arbitrator will also determine who pays the costs of the arbitration process, if costs are awarded against **you**, they are not covered under this **policy**. This arbitration condition does not affect **your** rights to take separate legal action.

#### **Other formats**

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

#### Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored or recorded.

#### Renewals

If you wish to renew this insurance policy, please contact your broker who will be able to discuss your requirements.

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

The terms of this policy are only enforceable by the named insured. A person who is not a named insured 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.



#### Governing law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

#### **Collinson Insurance Privacy Notice**

# How we use the information about you

As 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).
- 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.

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, third party administrators, 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 <u>www.cifas.org.uk/fpn</u> and <u>www.insurancefraudbureau.org/privacy-policy</u>.

#### 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: <u>data.protection@collinsongroup.com</u> Postal Address: 3 More London Riverside, London, SE1 2AQ

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 <a href="https://ico.org.uk/">https://ico.org.uk/</a>.