

## Windscreen Replacement or Repair

### WHO IS YOUR INSURER?

This policy has been arranged by Crusader Assistance, Ground Floor, 13 Castle Mews, Hampton, Middlesex TW12 2NP on behalf of **your** broker.

This policy is underwritten by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR. Inter Partner Assistance S.A. UK Branch is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

### CERTIFICATION OF COVER

This policy document combined with **your policy schedule** certifies that this insurance has been effected between **you** and **us**. In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in and endorsed on these documents.

### IMPORTANT

Please keep this policy document, together with **your policy schedule**, in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have bought a **motor insurance policy** with **your** broker. If **your motor insurance policy** with **your** broker is cancelled for any reason this policy will also be cancelled.

### WHO ADMINISTERS YOUR POLICY?

**We** have appointed URIS Group Limited to administer **your** policy and Davies Group Limited to handle claims. URIS Group Limited is authorised and regulated by the Financial Conduct Authority, number 307332.

### LANGUAGE

- **You** will notice that some words throughout this document are shown in **bold** type. These words are listed and defined in the 'Definitions' section at the end of this document.
- Please contact the **administrator** on 0330 102 6057 if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

***Please check that the information contained in this policy meets your requirements. If it does not, please contact your broker who arranged this insurance for you.***

## WHAT DOES THE POLICY COVER AND WHAT WILL IT PAY OUT?

### Events

During the **period of insurance** and within the **territorial limits** this policy will cover the **insured vehicle** in the event of:

1. Breakage of windows or windscreen glass; or
2. Damage to the windscreen, which would be sufficient to cause the **insured vehicle** to fail a Department of Transport M.O.T. test.

### Benefits

1. The cost of replacing broken windows or windscreen glass in the **insured vehicle**.
2. The cost of repairing damage to the windscreen.

Please note that **you** are responsible for the payment of the **excess** and the maximum amount payable by the **insurer** is £500 for all claims in any one **period of insurance**.

## WHAT IS NOT COVERED?

The policy will not pay out for the following:

- sunroofs, panoramic windscreens, glass sections of folding or removable roofs, winding mechanisms, lights, reflectors or interior glass;
- any claim where the **insured vehicle** is used for pace making, racing, speed testing or reliability trials, hiring or whilst the **insured vehicle** is being used and/or driven on any racetrack or circuit or any other prepared course;
- loss of use of the **insured vehicle** or any **indirect loss** whatsoever;
- damage to the **insured vehicle** windscreen or glass which occurs prior to or within the first 30 days of the first **period of insurance**;
- any damage where **you** have not taken precautions to protect the **insured vehicle** from malicious or accidental damage e.g. driving to the recommended speed limit on a road with loose chippings;
- any claim resulting in any way from:
  - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind;
  - ionising radiation or contamination by radioactivity from any nuclear fuel or weapons, or from any nuclear waste from the combustion of nuclear fuel.

## CONDITIONS AND LIMITATIONS

The following conditions apply to **your** policy:

- **Consumer Insurance (Disclosure and Representations) Act 2012**  
This requires **you** to be truthful and take care to give accurate and complete answers to any questions **your** broker asks **you** when **you** purchase the policy, if **you** wish to make any changes to it during the **period of insurance**, or if **you** make a claim. If **you** do not do so it may mean that **your** policy becomes invalid.

Note that if a claim under this policy is known by **you** to be false in any way, the claim will not be paid AND **your** policy will be made void with no refund of premium. **We** may also inform other insurers and the appropriate law enforcement authorities.

- **Transferring Your Interest in the Policy**  
**You** cannot transfer **your** interest in the policy to anyone else.

- **Existing and deliberate damage**

Cover only applies to events that happen during the **period of insurance**. Any event caused by anything that occurred before the **period of insurance** will not be covered.

Also loss or damage caused deliberately by **you** or any member of **your** household will not be covered.

- **Wear and tear, maintenance and gradually operating causes**

Cover is restricted to sudden failure of parts, so gradual deterioration caused by wear and tear, or by environmental factors such as rust, mildew or corrosion, are not covered.

The cover does not extend to damage caused by maintenance or cleaning of any kind.

## HOW TO MAKE A CLAIM

If **you** want to make a claim on the policy please follow the instructions below:

- Read this policy document to check that the cause of the claim is covered;

### If you wish to use the recommended glass repair/replacement provider

1. Contact the **administrator** on 0208 487 0695 as soon as possible;
2. The **administrator** 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. **You** will be responsible for the **excess** and payment must be made to the recommended glass repair/replacement provider at the same time the glass is repaired/replaced;
4. **We** will pay the remainder of the recommended glass repair/replacement provider's invoice to them directly.

### In the event that you do not use the recommended glass repair/replacement provider

1. Contact the **administrator** on 0330 102 6057 as soon as possible;
2. The **administrator** will record details of **your** claim and will confirm whether **you** may instruct a glass repair/replacement provider of **your** choice;
3. It will be **your** responsibility to arrange for repairs to be carried out;
4. When the repair or replacement work has been completed it will be **your** responsibility to pay the provider the full cost of the replacement or repair;
5. **You** must submit the repairer's receipted invoice to the claims department at: Niche Claims, PO Box 1392, Preston, PR2 0XE;
6. **We** will provide reimbursement of the repair/replacement costs less the **excess**.

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

## CLAIMS CONDITIONS

Please note that the following conditions apply to **your** claim and **we** may cancel the policy, refuse to deal with **your** claim, or reduce the amount of the claims payment if **you** ignore them:

- **Process**

In the event of any incident which may give rise to a claim, **you** must follow the claims procedure detailed in this policy, and **you** must give the **administrator**, at **your** own expense, all the information **we** or they ask for about the claim e.g. invoices.

- **You** will be required, at **your** expense, to provide proof of purchase in support of **your** claim. Till receipts, internet order confirmation or similar documentation provided at the point of sale that includes details of the item(s) purchased by **you** will be acceptable as proof.
- **We** have the right, at **our** expense and in **your** name to:
  - Take over the defence or settlement of any claim;
  - Start legal action to get compensation from anyone else; and/or
  - Start legal action to get back from anyone else any payments that have already been made.

## CANCELLING YOUR POLICY

If **you** decide that for any reason, this policy does not meet **your** insurance needs **you** have the right to cancel it at any time by contacting **your** broker.

- If this is within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim on the policy.
- **After the first 14 days** no refund of premium will be payable.
- **Insurer's right to cancel**
  - This policy runs concurrently with **your motor insurance policy**. If **your motor insurance policy** is cancelled for any reason this policy will also be cancelled by **us**. Provided the premium has been paid in full **you** will be entitled to a proportionate refund of premium in respect of the unexpired **period of insurance**.
  - **We** may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):
    - Fraud;
    - Non-payment of premium; and/or
    - Threatening and abusive behaviour against **our** or the **administrator's** staff.

Where **we** have cancelled **your** policy, no refund of premium would be made.

## CUSTOMER SERVICE & COMPLAINTS

This complaints procedure does not affect **your** legal rights.

- **Questions or complaints about the sale of your policy**  
If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact **your** broker.

If **you** remain dissatisfied **you** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

- **Questions or complaints about your policy or the handling of your claim**  
The aim is to provide **you** with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that **you** may have. If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact:

### Niche Claims

PO Box 1392

Preston

PR2 0XE

Tel: 0330 102 6057

email: [specialistclaims@davies-group.com](mailto:specialistclaims@davies-group.com)

If **you** remain dissatisfied after the **administrator** has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. The address is:

**The Financial Ombudsman Service**

Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Telephone Number: 0800 0234 567 from a landline or 0300 1239 123 from a mobile.  
E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **your** statutory rights.

## LEGAL AND REGULATORY INFORMATION

- **Premiums and claims – your rights**

Please note that once **you** have paid **your** premium to **your** broker, **we** treat it as having been received by **us**.

- **The law & legal proceedings applicable to this insurance**

Unless **you** and **we** agree otherwise, the law which applies to this policy is the law which applies to the part of the **United Kingdom** in which **you** live. Any legal proceedings between **you** and **us** in connection with this policy will, therefore, only take place in the courts of the part of the **United Kingdom** in which **you** live.

- **Data Protection**

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

**We** collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a) use of sensitive information about the health or vulnerability of **you** or others involved in **your** insurance claim, in order to evaluate **your** claim and provide other services as described in this policy;
- b) disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with an insurance windscreen claims service, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c) monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d) obtaining and storing any relevant and appropriate evidence of the condition of the property subject of the windscreen claim, which **you** have provided for the purpose of validating **your** claim; and
- e) sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

**We** will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

**We** carry out these activities within the **UK** and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

**You** are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer  
The Quadrangle  
106-118 Station Road  
Redhill  
RH1 1PR  
UK

Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

**Our** full data privacy notice is available at: [www.axa-assistance.co.uk](http://www.axa-assistance.co.uk). Alternatively, a hard copy is available from **us** on request.

- **Financial Services Compensation Scheme**

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations to **you** under this contract.

Further information can be obtained by writing to The Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or visit the Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## DEFINITIONS

Certain words throughout this document are defined words and are shown in bold. These are listed and defined below.

### **Administrator**

URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. URIS Group Limited is authorised and regulated by the Financial Conduct Authority, number 307332 and Davies Group Limited, who handle claims on behalf of the **insurer**.

### **Excess**

- a) £25 each and every repair; or
- b) £70 each and every claim if **you** use **our** recommended glass replacement provider; or
- c) £120 each and every claim if **you** do not use **our** recommended glass replacement provider.

### **Indirect loss**

Any loss or cost that is not directly caused by the event that led to **your** claim. For example, any loss of earnings.

### **Insured vehicle**

The vehicle listed in and insured under the **motor insurance policy**.

### **Motor insurance policy**

The motor insurance policy that has been issued to **you** by **your** broker for the **insured vehicle**.

### **Period of insurance**

This policy will run concurrently with **your motor insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your motor insurance policy** cover will be provided from the date **you** bought it and will end on the expiry date of **your motor insurance policy** as detailed on **your policy schedule**.

### **Policy schedule**

The document which forms part of **your** motor insurance contract alongside which **you** have bought this policy. It contains **your** name and address and details of the **insured vehicle**.

### **Territorial limits**

Unless stated otherwise this policy only provides cover within the **United Kingdom**.

### **United Kingdom/UK**

Means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

### **We/us/our/insurer**

Inter Partner Assistance SA UK Branch of The Quadrangle, 106-118 Station Road, Redhill, Surrey, UK, RH1 1PR.

### **You/your**

The person whose name is shown on the **policy schedule** as the insured person.