



## Windscreen Insurance

### Introduction

Thank you for choosing to purchase the Windscreen Insurance policy arranged by Pex Excess Insure TA Pex Insure

This policy document is evidence of a legally binding contract of insurance between you (the insured) and us (Pex Excess Insure for and on behalf of the insurer).

Your policy is arranged by Policy Excess Insurance TA Pex Insure on behalf of Bastion Insurance Company Limited, Floor4 Development House, St Anne Street Floriana FRN 9010. Bastion Insurance Company Ltd (C-37545) is authorised by the Malta Financial Services Authority to carry on General business of Insurance under the Insurance Business Act , 1998. Bastion Insurance Company limited, is authorised, and regulated by the Malta Financial Services Authority in the Jurisdiction of Malta. Bastion Insurance company limited is 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 whilst seeking full authorisation, are available on the Financial Conduct Authority's website.

Policy Excess Insure TA as Pex Insure

Is permitted to issue policies in the UK by the UK Financial Authority under FCA number 836031

This contract is entered into on the basis that you have taken all reasonable care to answer all questions asked, honestly, accurately and to the best of your knowledge and that any other information given either verbally or in writing by you or on your behalf at the time you applied for insurance is also complete and has been given honestly and to the best of your knowledge and belief.

You must read this policy document and the policy schedule together. The policy schedule tells you the period during which the policy is in force and what limits of indemnity apply to your insurance. The policy schedule contains the information supplied by you when taking out this insurance policy and which forms the basis of this legal contract. Please check both documents carefully to make certain they give you the cover you want.

The cover we provide is subject to the terms, conditions and exclusions contained in this policy document or in any endorsement applying to this policy document.

Nobody other than you (the Insured) and us (Policy Excess Insure Ltd) has any rights that they can enforce under this contract.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in this language for the duration of the policy.

## Section 1- Cover Provided

### What is Covered

In respect of the vehicle identified on the current Policy Schedule, the Company will insure you during the period of this Insurance against

- (1) Breakage of windows or windscreen glass; and
- (2) Damage to the windscreen, which is sufficient to cause the vehicle to fail a Driver and Vehicle standards Agency M.O.T. test.

### Excess

**This insurance is subject to a £85 excess**

You must pay the first £85 of the cost of any replacement window or windscreen glass. This excess does not apply if your Windscreen or glass is repaired rather than replaced.

## Section 2- Policy Exclusions

This policy excludes the recalibration costs of any safety assist systems or equipment as a result of glass replacement to the insured vehicle. This includes but is not limited to the following systems. ADAS, ADC, AEB, LDV or SLR.

## Section 3 – Policy Conditions

The insurance is subject to the following Conditions:

- (a) The insurance applies only to the vehicle shown on your policy schedule, whilst it is in your ownership and is registered in your name or your company's name.
- (b) Unless the Company agrees otherwise this policy will only be effective in the first year of insurance from the 14th day after your application for cover and must be bought in conjunction with your motor policy.
- (c) Within 7 days of cover starting You, must provide us with photographic evidence that your windscreen and sides windows are in a good state of repair. Should you fail to do this, the maximum we will contribute towards your windscreen claim will be restricted to £50 after the deduction of the excess. Any additional payments required will be your responsibility to pay directly to the appointed repairer.
- (d) Once a policy is issued, there is a period of 14 days (the 'Cooling Off' period) during which you may change your mind about continuing with the application for insurance. This is regardless of whether cover has commenced.
- (e) For a claim to be valid under the insurance, repairs /replacements must be carried out by our nominated supplier, which may at its own option repair, reinstate or replace windscreen or window glass. Failure to use our nominated supplier will result in a maximum payment of **£100** after the deduction of the excess.
- (f) This Policy, the Policy Schedule, proof of identity and the vehicle registration document must be produced when making a claim. All damage likely to result in a claim must be reported as soon as possible, by telephoning the Helpline on **0800 1694 677**. No claims will be considered if reported more than thirty days after the expiry of this insurance, regardless of the date on which the damage occurred.

- (g) The Company's liability in any one insurance year will be limited to £500 after the deduction of any excess.
- (h) Cover applies only within England, Wales, Scotland or Northern Ireland and, unless the Company has agreed otherwise in writing, is subject to English law.

## Section 4 – Complaints Procedure

Disputes concerning this insurance that cannot be resolved with our nominated supplier representative at your nearest depot, should in the first instance be referred to Windscreen Insurance Services Ltd customer care department on **0344 800 0026**. If you are not satisfied with the response from the Windscreen Insurance Services Ltd customer care department, please email Policy Excess Insure Ltd at [complaints@pexinsure.com](mailto:complaints@pexinsure.com) and We will address Your complaint within 14 days.

### Appeal

If Your complaint is still not capable of being resolved You have the right of appeal to the Financial Ombudsman Service. The Ombudsman can be contacted at:

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Telephone: 0800 0234567 or 0300 1239123

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

This complaints procedure is an addition to Your statutory rights as a consumer.

If You remain dissatisfied after following the above complaints procedures in full, You may ask the following autonomous and independent body to review Your case.

Office of the Arbiter for Financial Services

1st Floor, St. Calcedonius Square

Floriana

Malta

FRN 1530

Email: [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt)

Telephone: +356 2124 2945 (overseas call charges apply)

Web: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt)

Using this complaints procedure or referral to the Financial Ombudsman Service or Malta Financial Services

Authority does not affect Your legal right

## Important Information for Policyholders

### Data Protection and Sharing Information with other organisations

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via [www.markerstudy.com](http://www.markerstudy.com) or by requesting a copy from our Data Protection Officer (contact details below). This section provides you with some basic information and explains:

- What we do with your information
- How we may check the information you have provided to us against other sources such as databases
- Who we share your information with, and
- How we may use your information.

We are governed by the Data Protection legislation applicable in the United Kingdom.

#### How we may collect your information

We may collect details about you from

- Information you give to brokers
- Information you give us in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

### **What information we may collect about you**

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

### **How we may share your information**

In order to provide our services to you, we may share your information with insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies. Information you supply may be used for the purposes of insurance administration by us and third parties. These third parties may share your information with their own agents.

### **How we may use your information**

We may use your information for a number of purposes. These include:

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks
- Providing you with information about our products and services.

We give details about some of these processes below.

### **Driving Licence checks**

We may also provide your (or any named third party) driving licence number (DLN) and other details to the DVLA to confirm licence status, entitlement and relevant restriction information and endorsement/conviction data.

Searches may be carried out prior to your policy commencing and at any point during your insurance policy including any mid-term adjustment and renewal stage. For details relating to information held about you by the DVLA please visit [www.dvla.gov.uk](http://www.dvla.gov.uk).

The DVLA may also be used to search your (or any named third party's) no claims discount (NCD) details against a no claims discount database to obtain information in relation to your NCD entitlement.

We may pass details of your no claims discount to certain organisations to be recorded on a NCD database.

### **Providing you with details on our Products and Services**

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of interest to you. We may contact you by telephone, letter or email (as you have indicated) You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group. If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

### **Motor Insurance Database**

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID and the data stored on it, including your personal details, may be looked at and used by certain statutory and/or authorised bodies including the Police, the DVLA, the Insurance Fraud Bureau and other bodies permitted by law.

If you are involved in an accident (in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information. Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the

Police. You can check that your correct registration details are shown on the MID at [www.askmid.com](http://www.askmid.com)

### **Fraud Prevention and Detection**

We carry out fraud checks on our customers. We do this in order to prevent fraud and also to help us make decisions about the provision, pricing and administration of insurance.

When carrying out these checks, we will search against fraud detection databases.

We may pass details about you to some of these databases.

Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

### **Claims History**

We may process data relating to your claims history for the purposes of assessing any claim you may make.

The aim is to help us to check information provided and also to prevent fraudulent claims. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal.

### **Credit Searches and Accounting**

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search.

Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

**Transfers**

Sometimes your information may be transferred outside the European Economic Area by us, by the organisations with whom we share your information or by the servants and agents of these organisations. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

**Your Rights as a Data Subject**

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If You have any questions or concerns about how We handle Your personal data You should contact: [info@nova-direct.com](mailto:info@nova-direct.com). Please note that We record telephone calls for training and evidentiary purpose The Financial Services Compensation Scheme covers this policy.

**This is an important document and should be kept in a place of safety – not in the vehicle.**