

hedgehog

Windscreen cover policy wording

Who is the Insurer?

This insurance is administered by URIS Group Limited and arranged by Arc Legal Assistance Limited. This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website <u>www.fca.org.uk/register</u> or by contacting the Financial Conduct Authority on 0800 111 6768.

Certification of cover

This policy document combined with **your optional extras 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 optional extras 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 **private car policy** with Hedgehog Insurance. If **your** Hedgehog Insurance **private car policy** 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 Legal Insurance Management Group (LIM) to handle claims. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332, and LIM are authorised and regulated by the Financial Conduct Authority number 552983.

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 check that the information contained in this policy meets **your** requirements. If it does not, please contact Hedgehog at <u>www.hedgehoginsurance.com</u>

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:

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

Benefits

- The cost of replacing broken windows or windscreen glass in the **insured vehicle** Note that **you** are responsible for payment of the **excess**.
- The cost of repairing damage to the windscreen. There is no **excess** in this case.

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 direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
- Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material;
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

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 Hedgehog Insurance ask **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** fail to do so it may invalidate **your** policy.

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.

False/Fraudulent claims

If **you** or anyone acting on **your** behalf makes a claim under this policy and know the claim is false or fraudulent in any way, the cover will be void, the claim will not be paid and all monies received by **you** shall be immediately repaid. **We** may also share this information with other insurers and with the appropriate law enforcement authorities.

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 read this policy document to check that the cause of the claim is covered and follow the instructions below:

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

- 1. Contact the **claims administrator** on **01384 884 112** or via the online claim portal <u>https://windscreen-claims.legalim.co.uk</u> as soon as possible;
- 2. The **claims 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 providers invoice to them directly.

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

- 1. Contact the **claims administrator** on **01384 884112** or via the online claim portal <u>https://windscreen-claims.legalim.co.uk</u> as soon as possible;
- 2. The **claims 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;
- You must submit the repairers receipted invoice to the claims department at: LIM Group Claims Department, 1-2 Hagley Court North, The Waterfront, Brierley Hill DY5 1XF or via email to <u>windscreenclaims@limemergency.co.uk</u>;
- 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.

- 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.

At **our** cost, **you** must also help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

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 by contacting **your** insurance Broker.

- If you decide to cancel 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.
- After the first 14 days no refund of premium will be payable.
- **Insurer's** right to cancel
 - This **policy** runs concurrently with **your car insurance policy**. If **your private car policy** is cancelled for any reason this **policy** will also be cancelled.
 - **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** staff 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, 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 visit <u>www.hedgehoginsurance.com</u>.

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

Questions or complaints about the handling of your claim

Email: <u>claims@limemergency.co.uk</u>; Telephone: 01384 884 080; Post: LIMemergency, 1, Hagley Court North, the Waterfront, Brierley Hill, West Midlands, DY5 1XF.

If **you** remain dissatisfied after the **claims 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: <u>complaint.info@financial-ombudsman.org.uk</u> Web: 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 Hedgehog Insurance **we** treat it as having been received by **us**.

The law & legal proceedings applicable to this insurance

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.

Arc Legal Assistance Ltd Privacy Notice

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, **'we'** means Arc Legal Assistance and the **Insurer**).

Data Protection

We will keep your personal information safe and private. There are laws that protect **your** privacy and **we** follow them carefully. Under the laws, **we** are the company responsible for handling **your** information (Data Controller). Here is a simple explanation of how **we** use **your** personal information. For more information visit AmTrust's website at https://amtrustinternational.com/dpn or Arc's website at www.arclegal.co.uk

What we do with your personal information

We might need to use the information we have about you for different reasons.

For example, **we** might need it:

- to run through **our** computerised system to decide if **we** can offer **you** this insurance.
- to help **you** if **you** have any queries or want to make a claim.
- to provide **you** with information, products or services if **you** ask **us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **you** to ask if **you** want to renew it.
- to protect both **you** and **us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **your** health or any criminal convictions **you** might have. **We** might need this kind of information to decide if **we** can offer **you** this insurance or to help **you** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **your** information with other companies or people who provide a service to **us**, or to **you** on **our** behalf. They include companies that are part of **our** group, people **we** work with, insurance brokers, our agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **we** might need to share it with by law. **We** will only share **your** information with them if **we** need to and if it is allowed by law.

Sometimes **we** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **your** information is always kept safely and treated in line with the law and this notice.

You can tell us if you do not want us to use your information for marketing. You can also ask us to provide you with the information we have about you and, if there are any mistakes or updates, you can ask us to correct them. You can also ask us to delete your information (although there are somethings we cannot delete). You can also ask us to give your information to someone else involved in your insurance. If you think we did something wrong with your information, you can complain to the local data protection authority.

We will not keep **your** information longer than **we** need to. **We** will usually keep it for 10 years after **your** insurance ends unless **we** have to keep it longer for other business or regulatory reasons

If **you** have any questions about how **we** use **your** information, **you** can contact **our** Data Protection Officer.

Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIMs facilities to allow it to maintain its core operations and meet its customers requirements effectively. The provision of this personal data is necessary for LIM to administer **your** insurance policy and meet **our** contractual requirements under the policy.

It is important to LIM that **you** are clear on what information **we** collect and why **we** collect it. **You** can withdraw **your** consent at any point by notifying LIM, however if **you** have an on-going claim this may affect continued cover under **your** policy. Should **your** data need updating, this can also be done at any point by contacting LIM.

To view **our** full privacy notice, **you** can go to <u>https://www.legalim.co.uk/policyholder-privacy-notice</u> or request a copy by emailing **us** at <u>dataprotection@legalim.co.uk</u>. Alternatively, **you** can write to **us** at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands DY5 1XF.

Financial Services Compensation Scheme

AmTrust Specialty Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event that AmTrust Specialty Limited cannot meet its financial responsibilities. The FSCS will meet 90% of **your** claim, without any upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS at <u>www.fscs.org.uk</u>.

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 1st Floor, Premier House, Carolina Court, Doncaster, South Yorkshire, DN4 5RA.

Excess

£70 each and every claim if **you** use **our** recommended glass replacement provider; or £100 each and every claim if **you** do not use **our** recommended glass replacement provider.

There is no excess payable if **your** 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 **your** claim, for example, any loss of earnings.

Insured vehicle

Any vehicle which **you** are insured to drive under the **private car policy**.

Optional extras policy schedule

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

Period of insurance

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

Private car policy

The **private car policy** that has been issued to **you** for the **insured vehicle**.

Territorial limits

United Kingdom.

United Kingdom

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

We/Us/Our/Insurer

Arc Legal Assistance Limited on behalf of AmTrust Specialty Limited.

You/Your

The person named as the policy holder in the **private car insurance policy** and their husband, wife, civil partner or partner who lives at the same address.