





# INTRODUCTION

#### The Insurer

Your Policy is arranged and administered by Policy Excess Insure Limited on behalf of Financial & Legal Insurance Company Limited. Policy Excess Insure Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 836031. Registered in England and Wales under Company No. 10706852. The insurance provided by this Policy is underwritten by Financial & Legal Insurance Company Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915. Registered in England and Wales under company number 03034220.

#### **Insurance Policy**

This is Your Policy wording. It is only valid when coupled with Your Policy schedule. These two documents make up Your insurance contract between You and the insurer. We recommend that You review Your cover periodically to ensure that it continues to meet Your needs.

#### **Claims**

The Claims Manager, a trading name of Bumble Bee Essex Ltd, is authorised by Financial & Legal Insurance Company Limited to handle all claims under this **Policy**.

#### Cancellation

In line with Our statutory obligations You may cancel the Policy within 14 days of receiving it, providing no claims have been made against the Policy then a refund of your premium will be issued. Full details, including timeframes, are offered when requesting a cancellation. Should You choose to cancel Your Policy after the 14-day cooling off period We will not make any refund. To cancel Your Policy, please do so via My Account at nova-direct.com/login.

We are not bound to accept the renewal of any insurances and may at any time cancel this Policy by sending You 14 days' notice in writing to the email address provided at point of purchase. Valid reasons for cancellation are:

- Fraud,
- Non-payment of Policy premium(s),
- Threatening, abusive, racist or xenophobic behaviour, towards staff or employees,
- Failure to reveal or hide facts which may influence Our acceptance of Your Policy and/or claim,
- Deliberately misrepresent facts to Us, be deliberately

dishonest or grossly exaggerate, or forge fraudulent information/documentation in order to influence Our acceptance of Your Policy and/or claim.

#### Renewals

You agree to automatically renew Your Policy with Us unless You specifically notify Us that You do not wish to renew Your cover. We will write to You before Your Policy expires with full details of Your premium along with the terms and conditions for the next Policy year. When We offer You further periods of insurance We reserve the right to change Your premium.

You may opt out of auto-renewal via My Account by visiting nova-direct.com/login. Help and guidance can be found at nova-direct.com/customer-service. Details of Your renewal invite will be emailed to You on the email provided at the point of purchase 21 days prior to the expiry of Your Policy. To ensure continuation of cover, Your card will be charged up to 7 days prior to the expiry of Your existing Policy. Should Your payment card decline we will message You a payment link allowing You to pay online in order to ensure continuation of cover. Should You fail to pay for Your renewal prior to the expiry of Your Policy, Your Policy will automatically lapse.

#### **Eligibility for cover**

To be eligible for cover **You** must be a permanent resident of the United Kingdom and be over 18 years old. **We** will only cover **Your Vehicle** if it is not used for any business purposes.

This insurance has been effected in respect of the Vehicle identified on the current Policy. We will insure You during the Period Of Cover against:

- 1. Breakage of window(s) or windscreen glass; and
- 2. Damage to the windscreen, which is sufficient to cause the **Vehicle** to fail a Department of Transport M.O.T. test.

#### **Claims Limit**

You may make unlimited claims up to the value of your Indemnity Limit, per policy period.

### **Indemnity Limit**

Our liability in any period of insurance, which is 12 months, is limited to £500, after the deduction of any Excess.

### **Policy Excess**

This insurance is subject to a £50.00 excess. You must pay the first £50.00 of the cost of any replacement or repair to your Windscreen.

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# MAKING A CLAIM

All claims need to be lodged online at

# theclaimsmanager.com

For recorded information and advice. Please call **0330 828 6354**. Lines open 24 hours a day, 365 days a year.

### **DEFINITIONS**

Any words that start with a capital letter and are in bold, have specific meanings and have the same meaning wherever they appear.

**Broker** - means the insurance intermediary who sold **You** this Policy and who is named in **Your** Policy.

**Claims Handler** - means The Claims Manager, a trading name of Bumble Bee Essex Ltd.

**Damage** - chip, crack or any other damage to the Windscreen.

**Europe** - Albania, Andorra, Austria, Balearics, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Canary Isles, Corsica, Croatia, Northern Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia and Montenegro, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland and Turkey (west of Bosphorous).

**Excess** - the first part You pay under the terms of the Policy.

**Period Of Cover** - The term of Your Policy as stated in Your Policy Schedule.

**Policy** - means the Policy Wording and Policy Schedule that form your contract and insurance.

**Policyholder** - the person named on the Policy Schedule.

**Premium** - The amount you pay for the **Policy** which is shown on your **Policy** schedule.

**Start Date** - the date cover starts, as shown on your Policy.

# YOUR POLICY REFERENCE

You can use this space to make a note of your policy reference. You'll find this on your **Policy** Schedule.

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**Territorial Limits** - means England, Scotland, Wales, Northern and Southern Ireland.

**United Kingdom** - means England, Scotland, Wales, Northern Ireland and the Channel Islands.

**Vehicle** - means the a car, light van or motorcycle detailed on Your certificate of insurance, which does not exceed 3,500kg (3.5 tonnes) gross weight, 5.5 metres (18 feet) length, 2.3 metres (7 feet 5 inches) width and 3 metres (9 feet 8 inches) height, including mirrors.

**We/Us/Our/The Company** – means Policy Excess Insure Ltd trading as Nova Direct on behalf of Financial & Legal Insurance Company Limited.

**Windscreen** - a glass screen at the front of a motor Vehicle.

**You/Your** - means the person who took out this **Policy** and is named as the **Policyholder**.

### **VALIDATION**

Within 7 days of the **Start Date** of **Your Policy**, must visit My Account (nova-direct.com/login) and provide **Us** with:

 Images of Your Vehicle Windscreen to confirm it is free from Damage and in a good state of repair

Should You fail to complete validation within 7 days of the Start Date of Your Policy, You may validate with us at any point. Should You validate Your Windscreen outside of the initial 7 day period, Your 30 day exclusion period, if applicable, will reset once validation has occurred. Validating after the 7 day period is subject to a late validation fee.

Should You fail to validate prior to Your claim being raised, Your Indemnity Limit will be reduced to £100.00, prior to the deduction of Your Excess.



### **GENERAL CONDITIONS**

We will only provide You with the cover described in the Policy if:

- You pay the Premium on the agreed date(s). If You have elected to pay monthly, please note that You will be required to settle up any outstanding Premium owed before a claim can be progressed against Your Policy. It is a basic insurance principle that Premiums become non-refundable once a claim has been lodged against a policy; and
- 2. When making a claim, **You** meet all the conditions as far as they apply; and
- You have taken reasonable care to ensure that declarations made, information given to Us orally, electronically or in writing which form the basis of this
- 4. Cover only applies to the identified **Vehicle**, whilst it is in **Your** ownership and is registered in **Policyholder** name or **Your** company's name.
- 5. Unless We agree otherwise, cover will only be effective from the 30th day of the Policy Start Date. Reduced to the 3rd day if You purchased this Policy alongside a short term European breakdown Policy. This does not apply to renewed policies.
- 6. If requested by Us, You will be required to present Your Vehicle for inspection as soon as is reasonable. Our decision as to whether to provide cover may depend on the inspection of the Vehicle. If Your Windscreen is already damaged at the time of inspection, We will not be held responsible for the repair of Your Windscreen.
- 7. Repairs or replacements must be carried out by Our nominated supplier. Failure to use our nominated supplier will result in Your claim being denied.
- 8. The Vehicle registration document must be provided when making a claim. No claims will be considered if reported more than thirty (30) days after the expiry of this insurance, regardless of the date on which the damage occurred.
- Cover applies only within United Kingdom, unless You purchased this Policy alongside a short term European breakdown Policy where covers applied in Europe.

### **CLAIMS PROCESS**

#### Review your cover

Read your **Policy** documents to ensure that **You** are covered for the claim that **You** wish to make. Read any exclusions that may

apply and make sure You understand them.

The claim will only be able to progress once all the requested information has been received and approved by Us; and if applicable, the relevant Excess has been collected from You.

#### Making a claim

Please visit the Claims Handlers, at the claims manager.com, select Make A Claim, followed by Windscreen.

If you experience any issues raising a claim please call 0330 828 6354, where recorded advice and information can be obtained.

#### Claims progress

To log the claim, You will be asked for your Policy reference, personal details, Vehicle information and incident details. Please note that we do not warrant for turn around times in order to complete Your claim. We do not manage claims and therefore cannot warrant for the response times of the Claims Handlers. However, every effort will be made to action Your claim in a timely fashion.

Every claim made is an insurance claim, each claim is individually assessed according to the evidence provided. The Claims Handlers operate within normal office hours. Please allow for a reasonable time period for the Claims Handlers to respond to Your enquiries. The latest status updates, including responses times can be found on the Claims Handlers website.

### Evidence the claim

The Claims Handlers will send You an email requesting the necessary evidence and information to support Your claim.

### For all claims

- 1. Evidence of Vehicle ownership, such as a V5 logbook.
- Details of any other warranty or insurance policy which may apply to Your Windscreen.
- Photographic evidence of the Damage to Your Windscreen.
- Invoice or receipt to confrim the Windscreen repair or replacment costs, following the required works.

All evidence must be addressed to, or in, Your name, the Policyholder. Evidence addressed to, or in, anyone elses name, regardless of their relationship to You will not be accepted.

You must provide Us with all requested information in order that We can progress Your claim. We do not cover the cost of obtaining any evidence, such as reports and estimates.



### **CONDITIONS**

#### **Driving Licence**

We will only provide cover where You hold a current and valid UK driving licence, or full internationally recognised licence, which is approved for use within the United Kingdom by an approved licencing authority.

#### Other Insurance

If You were covered by any other insurance policy, known as dual insurance, for the same cover We may split and share the cost of Your claim with that insurer. Where You are covered by another form of insurance You are obligated to inform Us.

#### Representation

Under the Consumer Insurance (Disclosure and Representations) Act 2012 You are required to take reasonable care and supply accurate and complete answers to all the questions when You apply for cover. You have an ongoing duty to make sure that all information supplied to Us is true and accurate.

This obligation continues to apply during:

- annual renewal of Your Policy,
- changes to Your Policy during the Period Of Cover
- when making a claim under this Policy.

Should any of Your information change, or should You become aware that information previously provided is no longer accurate, You must tell us as soon as reasonably practicable. If You do not answer questions truthfully and accurately this may affect Your Policy cover. If You supply Us with incorrect or false information We reserve the right to declare Your Policy invalid and cancel Your cover, and provide no refund of premium. If You make a claim, and the information provided is proven to be incorrect or false, We may refuse to pay all or part of Your claim For full details of the remedies and actions that We can rely on in the event of a deliberate, reckless or careless non-disclosure and/ or misrepresentation, please refer to the provisions within the Consumer Insurance (Disclosure and Representations) Act 2012.

#### Right Of Recovery

We can take proceedings in Your name, but at Our expense, to recover the amount of any payment made under this Policy.

#### Substitution

This **Policy** only covers the **Vehicle** accepted by **Us**. **You** must tell **Us** as soon as possible about any changes **You** wish to make. The substitution or addition of additional **Vehicle** may be

permitted, subject to payment of any additional premiun. An inspection of the replacement **Vehicle** may be required. If a substitution is not accepted by **Us**, or if cover is cancelled by after a **Policy** has been issued, no refund of premium may be allowed other than during the 'Cooling Off' period.

### **COMPLAINTS**

Our aim is to provide a first-class standard of service at all times. If You feel that You have been let down and You wish to raise a complaint please visit our Customer Services portal at nova-direct.com/customer-service where You will be a able to lodge a complaint specific to Your enquiry and Policy type.

If You wish to lodge a complaint in writing, You may do so at:

Policy Excess Insure Ltd (t/a Nova Direct)
3 Redwing Court, Romford, Essex, RM3 8QQ
complaints@nova-direct.com

Alternatively **You** are able to complain to the insurer directly by addressing **Your** complaint to:

Financial & Legal Insurance Company 5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GQ

### **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

This complaints procedure is an addition to **Your** statutory rights as a consumer. Using this complaints procedure or referral to the Financial Ombudsman Service does not affect **Your** legal rights.

# LEGAL & REGULATORY INFORMATION

### Compensation Scheme

This **Policy** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if the Insurer is unable to meet their liabilities. If **You** do



claim against the scheme, **You** are covered for 90% of **Your** entire claim. You can get more information about the scheme at www.fscs.org.uk.

#### Law and Legal Proceedings Applicable

This **Policy** is governed by English law. If there is a dispute it will only be dealt with in the courts of England. This **Policy** is written in English and all communication between the parties must be in English.

#### **Privacy Policy**

By purchasing this Policy You have consented to Us using Your information for the purposes of administering this Policy and to Us being able to transfer Your data outside of the European Economic Area for the purposes described within this Policy.

The information which You have supplied to Us maybe used by Us to supply You with services for which You have registered. We may use that information to contact You to obtain Your views on Our services, and We may contact You to inform You about important changes to the services We offer. We may contact You by post, mobile phone, text or e-mail. We will only contact You by the means You have requested to be contacted by. If You would prefer Us not to contact You to obtain Your views please contact us at customer.service@nova-direct.com.

To prevent fraud, **We** may exchange information with other insurers, and fraud prevention agencies. **Your** information will not be used or disclosed to any other party without **Your** permission unless required to by law.

### Data Protection

We will only collect and use Your personal data in the following circumstances:

- a.) Policy set up and management,
- b.) We may collect and use Your name, identity and contact information, and personal information associated with Your Policy for the purpose of deciding whether to enter into, and when performing the agreement, between Us to provide You with Your Policy.
- c.) We may use automated decision making procedures to decide on the availability of a **Policy** and its terms.

You may express Your views and request an individual review any automated decision by contacting Us.

- d.) We may share personal data collected with the insurer to manage the Policy. We may also share personal data collected for these purposes with third parties. The sharing of this information will be for identifying and credit checking purposes and to identify potential fraud,
- e) We will retain the personal data used to decide whether to

enter into a Policy for 6 years. We will retain the personal data used to manage and administer the Policy for the duration of the Policy life plus 6 years.

#### Your Personal Data Rights

We may send Your information to companies located outside the European Economic Area. If We transfer Your information to parties outside of the European Economic Area We will ensure that they apply the same levels of protection as We are required to apply to information held in the UK and to use Your information only for the purposes that We are permitted.

You have the following rights:

- a) To have access a copy of the personal data **We** hold about **You**.
- b) To ask **Us** to correct Your personal data if it is inaccurate or incomplete.
- c) To ask Us to erase Your personal data. We will provide You with a written response to any such request, including any reasons why We do not agree to the request.
- d) To stop us processing Your personal data in certain ways, e.g. for marketing purposes. If We do not agree to erase Your data because it might be needed for a future legal claim, We might instead agree to restrict its processing to these reasons alone.
- e) To obtain a copy of Your personal data for Your own purposes and to move, copy or transfer it from one environment to another.
- f) To object to processing for purposes of direct marketing, profiling, and research if that processing is likely to cause, or is causing, You damage or distress unless there is another legitimate reason for the processing.
- g) You can exercise the above rights by contacting: customer.service@nova-direct.com.

If You have any questions about how We handle Your personal data please contact Us. Please note that We record telephone calls for training and evidentiary purposes.