## **Policy of Insurance**

Cover Applicable: Subject to payment of the premium, this insurance has been effected between you (the Insured) and Markerstudy Insurance Company Limited and/or its Co - Insurers (the Company). 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 Department of Transport M.O.T. test.

This insurance is subject to a £75 excess: You must pay the first £75 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.

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.

**Conditions**: The insurance is subject to the following Conditions:

- (a) The insurance applies only to the identified vehicle, 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) If requested by the Company you will be required to present your vehicle for inspection as soon as is reasonable but in any event prior to the 14th day after your application for cover. The Company's decision as to whether or not to provide the insurance may depend on the inspection of the vehicle, and will be final. If your glass is already damaged at the time of inspection, and you agree to pay for the repair or replacement yourself, our nominated supplier will supply their services at a 35% discount from their standard rate for this work. If the vehicle fails inspection and you do not wish to proceed you can cancel your policy and receive a full refund.
- (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. If you write to us within the 'Cooling Off' period returning both this Policy and the current Policy Schedule for cancellation we will allow you a refund of premium. There will be no refund of premium Allowable for cancellation outside of the 'Cooling Off' period.
- (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) The substitution of vehicles may be permitted, subject to the payment of any additional premium, but an inspection of the replacement vehicle may be required at the Company's option. If the Company deems that an inspection is necessary, cover will not operate on the replacement vehicle until it is inspected at our nominated inspection Centre and cover is agreed in writing. If a substitution is not accepted by the Company, or if cover is cancelled by the insured after a policy has been issued, no refund of premium will be allowed other than during the 'Cooling Off' period (see paragraph (d) above).
- (i) Cover applies only within England, Wales or Scotland and, unless the Company has agreed otherwise in writing, is subject to English law.
- (j) Failure to pay the premium will invalidate the insurance.

Complaints: 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 write quoting your policy number to our UK service providers at Markerstudy Customer Relations, PO Box 727, Chesterfield S40 9LH, Tel: 0344 705 0633 or e-mail: complaints@markerstudy.com. Our aim is to get it right, first time and every time. If we make a mistake we will try to put it right promptly. Our UK service providers will always confirm receipt of your complaint within five working days and do their best to resolve the problem within 4 weeks. If they are unable to do so, they will let you know when the answer may be expected.

In the event that our UK service providers have not resolved matters within 8 weeks of you writing to them the problem can be referred to the Financial Ombudsman Service. You may go directly to the Financial Ombudsman Service when you first make your complaint, but the Ombudsman will only review your complaint at this stage with our consent. However, we are still required to follow the procedure as stated in full in the policy booklet.

If you have received a final response but are dissatisfied, you have the right of referral to the Financial Ombudsman Service within six months of the date of your final response letter. You may only refer to the Ombudsman beyond this time limit if we have provided our consent. Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action. You can contact the Financial Ombudsman Service by writing to them at The Financial Ombudsman Service Harbour Exchange Square, London E14 9SR or by telephone on 0800 023 4567 or 0300 123 9123. Alternatively you can email them at complaint.info@financial-ombudsman.org.uk.

**About your insurers:** Cover is arranged through Markerstudy Insurance Company Limited and/or its Co – Insurers. Markerstudy Insurance Company Limited is an Authorised Insurer regulated by the Gibraltar Financial Services Commission and subject to a limited regulation the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting insurance business in the UK (Register Number 206322). Markerstudy Insurance Company Limited is a member of the Association of British Insurers.

**Several liability notice:** The obligations of Markerstudy Insurance Company Limited and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

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.