

## Window Breakage Policy of Insurance

**Cover Applicable.** 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 Driver and Vehicle Standards Agency M.O.T. test.

Your policy has been arranged by Markerstudy Insurance Services Limited on behalf of the authorised insurer.

Markerstudy Insurance Services Limited is registered in England and Wales (No. 2135730) and authorised and regulated by the Financial Conduct Authority (No. 475572). Registered office 45 Westerham Road, Bessels Green, Sevenoaks, Kent TN13 2QB

**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 14<sup>th</sup> day after your application for cover, and must be bought in conjunction with your motor policy.
- (c) .

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.

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

**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 Markerstudy Insurance Services Limited, Markerstudy Customer Relations, PO Box 727, Chesterfield S40 9LH, Tel: 0344 705 0633 or e-mail: [complaints@markerstudy.com](mailto: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. Markerstudy Insurance Services Limited 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 Markerstudy Insurance Services Limited 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 Markerstudy Insurance Services Limited 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](mailto:complaint.info@financial-ombudsman.org.uk).

### How we use your information:

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 would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

**Data Protection Officer**

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at Data Protection Officer. Markerstudy Insurance Services Limited, 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB.

**About your insurers:** 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 the 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.**

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