

Personal Motor Excess Protection Policy

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. This cover is provided to **you** in return for payment of the premium.

Policy Wording

Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy
- b) to make sure that all information supplied as part of **your** application for cover is true and correct
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a **claim** or **we** may not pay any **claim** in full.

This policy must be read together with **your** policy document pack and any endorsements or certificates. These items together form **your** contract of insurance.

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How to make a claim

In the event of a **claim**, please contact **us** as soon as reasonably possible (and in any case no later than 30 days after the date **you** have paid the **excess** under **your motor insurance policy**) giving **us** as much information as **you** can about what has happened to bring about the **claim**. Please try to include the names and addresses of anyone else involved and any information provided by the police, if relevant.

Telephone: **0333 241 9573**
Email: claims@coplus.co.uk

Or **you** can write to **us** at:

Coplus Claims
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

In order for **us** to help **you** more efficiently, please quote 'Motor Excess Protect' in all communications.

Coplus is a trading name of Motorplus Limited. Registered in England and Wales with Company No. 03092837.
Head Office: Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich NR1 3PA.
Registered Office: Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire PR7 7NA.
Motorplus Limited is authorised and regulated by the Financial Conduct Authority (309657)

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The **claims** line is open 24 hours a day, 365 days a year to assist **you**.

Any **claim** involving theft or attempted theft, malicious damage and/or vandalism must be reported to the police and a valid crime reference obtained.

How to make a complaint

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact **us**.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint relates to a claim, please contact **us** at:

Quality Assurance Manager
Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

Telephone: **0333 241 9573**

It will assist **us** in handling **your** complaint quickly if **you** can please have **your claim** reference available when **you** contact **us**.

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: **0800 023 4567**

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

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Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from:

https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000003ejWCjAAM

Data protection

Please make sure that **you** read and understand this Data Protection notice as it explains to **you** what **we** will do with the information that **you** give **us**. If **you** apply for **our** products or services it is highly likely that **we** will need both personal and sensitive data (as defined in the Data Protection Act 1998) about **you** and anyone else who is covered by the application form in order to administer the policy and any **claims** which may arise. **You** should show this notice to any other person covered under **your** policy. If **your** application includes other individuals **we** will assume that they have given their consent to **you** for **you** to give their information to **us**.

Inaccurate data

If **you** believe that **we** are holding inaccurate information about **you**, please contact **your** insurance broker if it is to do with this policy document. If any information that **we** hold about **you** in **our** file is incorrect, please contact **our** claims team by any method shown on page 1.

Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored or recorded.

Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **we** access or contribute to.

You can request a copy of certain personal records that **we** hold about **you** by writing to **us** at:

Quality Assurance Team
Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

This information will be supplied within 30 calendar days upon request.

Renewal procedure

The term of your motor excess vehicle policy is one year, however, if you purchased cover after the original inception date cover will apply from the date of purchase until the renewal date of your main insurance policy.

At renewal **your** insurance broker will in good time supply **you** with a renewal invitation which will include all additional cover purchased. If they do not hear from **you** prior to the renewal date **your** policy along with all additional cover will be automatically renewed for a further 12 months. Where **you** were paying by monthly instalments, payments will continue to be collected from **your** account. If **you** pay for **your** insurance in full by credit or debit card, in most cases they will attempt to take payment using the securely held card details they have on file.

You will need to contact **your** insurance broker before **your** cover runs out if **you** wish to use an

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alternative payment method or **you** do not want to renew **your** policy for a further 12 months.

If for some reason they are unable to automatically renew **your** policy, they will contact **you** by e-mail in good time before **your** renewal date to let **you** know what needs to be done in order to continue cover.

Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any disputes regarding the interpretation of this policy.

Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by **you**. A person who is not named under this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

We will not be bound by any agreement between **you** and **your appointed representative**, or **you** and any other person or organisation.

You may not assign any of the rights under this policy without the **insurer's** express prior written consent.

Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Insurance SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the **claim**. Most insurance contracts are covered for 90% of the **claim** with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk or by telephoning **0800 678 1100**.

Use of language

Unless agreed otherwise, for the purposes of this insurance contract the language used will be English.

Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

General definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

Claim(s)	An incident covered under your motor insurance policy arising as a result of: <ul style="list-style-type: none">- fire, theft or attempted theft, flood or vandalism or an accident that was your fault or partially your fault; or- where you have been unable to recover your excess from a liable third party within a six month period of the date of the claim.
Excess	The amount you must pay in the event of a claim under the terms of your motor insurance policy , or the sum that is deducted from your settlement in the event of a total loss claim .

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Insurer	UK General Insurance Limited on behalf of Great Lakes Insurance SE.
Motor Insurance Policy	The insurance policy solely covering your motor vehicle , excluding any multi-vehicle or fleet policies.
Motor Vehicle	The motor vehicle owned and insured by you which is detailed in the motor insurance policy .
Period of insurance	The duration of cover runs from the start date of your vehicle insurance policy for a period of one year unless stated otherwise. Please refer to your policy document pack for confirmation.
Territorial limits	United Kingdom, Channel Islands and the Isle of Man, including transit by sea, rail or air directly between two of these places.
Terrorism	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
You/Your	The named holder of this policy, who lives in the territorial limits , together with any other person who is entitled to drive or ride the motor vehicle under the motor insurance policy .
We/our/us	Motorplus Limited t/a Coplus

Cover

Upon payment of the premium, the **insurer** will pay **you**:

- a) the value of **your excess**; or
- b) the sum of £300
(whichever is the lower amount)

in relation to each settled **claim** under **your motor insurance policy** which occurs within the **territorial limits** during the **period of insurance**. The cover provided under this policy will continue during the **period of insurance** until the maximum total sum of £300 has been paid to **you**.

General Conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable in order for **your** insurance to remain in full force and effect.

1. **Vehicle Security**
You must at all times take all reasonable steps to keep **your motor vehicle** safe, secure and protected from damage during the **period of insurance**;
2. **Claims**
 - a) **You** must keep **us** fully informed at all times of all matters relating to the **claim** and report all **claims** to **us** as reasonably possible, and in any case no later than 30 days after the date **you** have paid the **excess** under **your motor insurance policy**;
 - b) **You** must respond to **us** promptly in all matters relating to a **claim**;
 - c) All **claims** involving theft or attempted theft, malicious damage and/or vandalism to **your motor vehicle** must be reported to the police and a valid crime reference obtained;
 - d) **We** reserve the right to:
 - i) take over any **claim** or civil proceedings at any time and conduct them in **your** name;
 - ii) negotiate or settle any **claim** on **your** behalf;
 - iii) contact **you** directly at any point concerning **your claim**;

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- e) If as a result of any **claim** against a third party **your excess** is recovered from that party or their insurers, **you** must refund to **us** any monies **we** have previously paid to **you** in respect of **your excess**;
- f) In the event of a **claim**, UK General Insurance act for Great Lakes Insurance SE as their agent.

3. Cancellation

If **you** decide that for any reason this policy does not meet **your** insurance needs then please contact **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is later, this is called the 'cooling off period'. On the condition that no **claims** have been made or are pending, **we** will refund **your** premium in full.

You may cancel this insurance policy at any time after this 14 day period, however no return of premium will be available. Please note, all cover will automatically terminate in the event that **your** motor insurance is cancelled.

The **insurer** will not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for **doing so**. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons for the **insurer** to cancel this insurance policy include but are not limited to:

- a. Where the **insurer** reasonably suspects fraud
- b. Non-payment of the premium
- c. Threatening or abusive behaviour
- d. Non-compliance with policy terms and conditions
- e. **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** or **your** insurance broker ask.

If the **insurer** cancels the policy, **you** will be entitled to a return of premium on a pro-rata basis, unless the reason for cancellation is fraud and/or the **insurer** is entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

4. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 2. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and any amending or substituting legislation and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator;

5. Fraudulent Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a **claim** under the policy, knowing the **claim** to be false or fraudulent in any way;
- or
- makes a **claim** for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your claim** is in any way dishonest or exaggerated then **we** will not pay any benefit under this

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policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent **claim**. **We** may also take legal action against **you** and inform the appropriate authorities;

6. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively;

7. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect;

8. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

General Exclusions

The following exclusions apply to all sections of this insurance contract:

1. Any **claim** that arises as a result of a deliberate action by **you** or anybody associated with **you**;
2. Any **claim** involving theft or attempted theft, malicious damage and/or vandalism to **your motor vehicle** which has not been reported to the police and a valid crime reference obtained;
3. Any **claim(s)** exceeding the aggregate limit of £300 in any one **period of insurance**;
4. The **insurer** will not pay **claims** following **your** use of alcohol or illegal drugs;
5. Any **claims** that occur whilst **your motor vehicle** is being used and/or driven for the purposes of racing, pacemaking or trials;
6. Any **excess** payable under **your motor insurance policy** other than for **claims** as defined in this policy;
7. The **insurer** will not pay any **excess** solely in respect of any windscreen or glass damage **claims**;
8. The **insurer** will not pay any **excess** payable on warranty policies;
9. The **insurer** will not pay any **excess** in respect of theft or attempted theft of personal effects;
10. Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - 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;
11. Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
12. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

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For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.