

MOT 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 **your** insurance broker 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** current policy documents and any endorsements. These items together form **your** contract of insurance.

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How to make a claim

To notify a claim please call our claims department immediately.

Telephone: 0333 241 9572

Please quote "MOT" in all communications.

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

Or you can write to us at:

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



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 follow the procedure below.

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

If your complaint cannot be resolved by the end of the third working day, your complaint will passed to:

Customer Relations Department UK General Insurance Limited Cast House Old Mill Business Park Gibraltar Island Road Leeds LS10 1RJ

Telephone: 0345 218 2685 or email: <u>customerrelations@ukgeneral.co.uk</u>

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

Coplus Complaints Department MB&G Insurance Services Ltd Cobalt Business Exchange Cobalt Park Way Wallsend NE28 9NZ

Telephone: 0191 258 8187 or email at Coplus@mbginsurance.com

If your complaint cannot be resolved by the end of the third working day, your complaint will passed to:

Customer Relations Department UK General Insurance Limited Cast House Old Mill Business Park Gibraltar Island Road Leeds LS10 1RJ

Telephone: 0345 218 2685 or email: customerrelations@ukgeneral.co.uk

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 4 567 or Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **you**r statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

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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Motorplus Limited t/a Coplus and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorized 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 and/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

NR1 3PA

No charge will be made for supplying a copy of these records, and the information will be supplied within 30 calendar days upon request.

Renewal procedure

The term of **your** MOT cover is one year, however if **you** purchased cover after the original inception date, the 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 **your** insurance in full be 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 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 known 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 dispute 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 us.

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 our express prior written consent.

Financial Services Compensation Scheme

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet their obligations. Most insurance contracts are covered for 90% of the claim with no upper limit. This depends on the type of business and the circumstances of the claim. You can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk. You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or you can write to: Financial Services Compensation Scheme, P.O. Box 300, Mitcheldean, GL17 1DY

Use of language

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

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.

Administrator, We

Motorplus Limited t/a Coplus, Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich, NR1

Us. Our:

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Approved Repairer:

A firm or trader appointed by the claims administrator.

Excess:

An excess of £10 applies in respect of each and every claim under this policy.

Insurer:

UK General Insurance Limited, who is an insurers' agent and in the matters of a claim,

act on behalf of Great Lakes Insurance SE.

MOT Certificate (VT20): The MOT Certificate (VT20) issued by the MOT test station.

MOT Test:

Ministry of Transport test completed by a company authorised by the Vehicle &



Operator Services Agency to offer an MOT testing service on behalf of the Secretary of State for Transport.

Notification of refusal to The notification of refusal to issue a MOT Certificate (VT30) issued by an **MOT test issue a MOT Certificate** station should the **vehicle** fail to meet the requirements of the **MOT test.** (VT30):

Period of Insurance: 12 calendar months from the date of inception of this insurance as detailed on the

policy documents.

Policy documents: This document and the Schedule of Motor Insurance

Territorial Limits: The United Kingdom, Northern Ireland, the Channel Islands and the Isle of Man.

Terrorism: Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000

and any amending or substituting legislation.

Vehicle(s): The motor vehicle(s) specified in the **policy documents**.

VT30 (Notification of refusal to issue a MOT Certificate):

The notification of refusal to issue a MOT Certificate (VT30) issued by an MOT test

station should the vehicle fail to meet the requirements of the MOT test.

Wear and Tear: The gradual deterioration associated with normal use and age of the **vehicle** and its

components.

You, Your: The policyholder named on the **policy documents**.

Cover

The **insurer** will provide cover up £750 (including VAT) during the **period of insurance** and occurring within the **territorial limits** where a **VT30** (**notification of refusal to issue a MOT certificate**) is issued and lists one or more of the covered items below as the reason for not issuing an **MOT Certificate** (**VT20**)

1. Lighting Equipment

Headlamps, front and rear side lamps, number plate illumination lamp, headlamp aim, stop lamps, rear reflectors, front and rear fog lamps, hazard warning lamps and control, direction indicator control, and indicator switch;

2. Steering and Suspension

Steering mechanism and system, power steering, transmission shafts, wheel bearings, front and rear suspension and shock absorbers, suspension drag link, track rod ends, suspension springs, wishbones, swivel joints, suspension mountings; and sub frame;

3. Brakes

Master cylinder, wheel cylinders, calipers, load compensator, ABS modulator/sensors, electronic control unit; and hoses and cables;

4. Seats and Seatbelts

Operation and security of the seatbelt system and mountings;

5. Fuel System

Carburettor, fuel injection, engine management unit or sensor replacement directly as a result of calibration failure to meet MOT exhaust emission standard;

6. General Items

Horn, speedometer, windscreen wipers (excluding wiper blades, rubbers and washers).



Conditions applying to this Section:

- i) At the effective start date of **your** policy **your vehicle** must have at least 90 days of its current MOT remaining, or in the case of a **vehicle** under 3 years of age be more than 90 days away from the **vehicle's** first **MOT test** date;
- ii) For the **MOT** section of **cover** the **insurer's** liability under this policy will be binding for 30 days prior to and 30 days after the date the **vehicle's MOT test** date as detailed on the previous VT20.

Exclusions applying to this Section:

The **insurer** will not pay any claims in respect of:

- a) The policy **excess**;
- b) The cost of the **MOT Test** and any re-test;
- c) Items which are not to the original manufacturer's specification for the vehicle;
- d) Items listed as advisory on the MOT Certificate (VT20);
- e) Structural damage, rust or corrosion;
- f) Items subject to **wear and tear** including but not limited to tyres;
- g) Damage arising from an accident, vandalism or impact;
- h) Driveshaft rubber gaiters and / or boots;
- i) Damage caused by defective wheel balance or alignment;
- j) Brake discs, drums, brake shoes or pads;
- k) Failure to service or maintain the **vehicle(s)** in line with manufacturer's instructions/guidelines;
- 1) Arising because of damage from an accident;
- m) Corrosion of the seatbelt mountings;
- n) The **vehicle's** exhaust system including catalytic convertor;
- o) Exhaust mounting rubbers;
- p) Windscreen replacement or repair;
- q) Wiper blades, rubbers and washers.

Policy Conditions

1. Claims

The following conditions apply to all sections of this policy. **You** must comply with them where applicable in order the insurance cover to apply:

- a) The **vehicle** must be free of any pre-existing faults at the time of issue of the policy;
- b) The insurer will repair or replace those parts listed by the approved repairer during the period of insurance, including the cost of parts and labour at the agreed approved repairer labour rate up to the maximum amount specified in this policy;
- c) The **insurer** reserves the right to take over any carry out the pursuit, defence and settlement of any claim in **your** name after a payment has been made under this policy to recover **our** outlay from a third party or their **insurer**;
- d) You must take all reasonable steps to prevent loss or damage to the vehicle and observe the terms and conditions of this policy;
- e) When a claim is made and there is other insurance in force which would entitle **you** to claim for the same loss, the **insurer** will only pay the **insurers** rateable proportion of such loss;
- f) If the insurer need to dismantle of the vehicle or a covered component to determine the validity of a claim, you must authorise our claims department to do this. Any costs incurred will only be met as part of a valid claim;
- g) Repairs under this policy can only be carried out by the approved repairer;
- We can specify the use of guaranteed exchange or factored parts. The insurer's parts liability for any claim will be limited to the cost of these components;
- i) At the time of reporting the claim the repairer who completed the MOT test and issued the Notification of refusal to issue a MOT Certificate (VT30) must provide the following documents in order to process a claim:
 - i. A copy of the previous MOT certificate (VT20) if applicable;
 - ii. Copy of the **VT30**;
 - iii. The repair Invoice stating the cost of parts, labour and VAT.

Failure to submit the above documents will delay reimbursement of your claim.

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2. Cancellation

If **you** decide that for any reason this policy does not meet **your** insurance needs then please return it to **our** 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.

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

Where the **insurer's** investigations provide evidence of fraud or a serious non-disclosure, the **insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

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.

3. 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 will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

4. 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
- 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. Or
- if your claim is in any way dishonest or exaggerated

We will not pay any benefit under this 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.

5. 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

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respectively.

6. 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.

7. 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, reenactments or regulations.

General Exclusions

The **insurer** will not pay claims:

- 1. Occurring outside the **period of insurance**.
- 2. Occurring outside the territorial limits.

Excluded Vehicles

Cover does not apply in respect of the following vehicles:

- a. Taxis, self-drive hire, driving schools, service vehicles e.g. policy, ambulance etc;
- b. Commercial vehicles or vans with a carrying capacity exceeding 1750kg;
- c. A vehicle used in any sort of competitions, rallies, pace making or off road use;
- d. Left hand drive vehicles or a vehicle not listed in Glass's guide;
- e. Any vehicle owned temporarily or otherwise by a motor dealer, trader or business formed for the purpose of selling or servicing motor vehicles.
- 3. 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;
- 4. 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.
- 5. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered or otherwise corrupted.

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.

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