

Personal Motor Excess Protection Policy

Policy Wording

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Who does this policy cover?

The person named as the policyholder in the **motor insurance policy** and who is also named as the policyholder in the schedule for this policy, together with any other person entitled to ride or drive the **motor vehicle** under the **motor insurance policy**.

What criteria apply?

The **excess** covered under this policy must relate to a **claim** made under the **motor insurance policy** in respect of fire, theft, attempted theft or vandalism or an accident that was **your** fault or partly **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**.

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** current schedule, insurance product information document and any endorsements or certificates. These items together form **your** contract of insurance.

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.

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 Limited 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.

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 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

Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>

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.

Renewal procedure

The term of **your** Motor Excess policy is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact **your** insurance broker who will be able to discuss **your** requirements. If any of **your** circumstances change during **your period of insurance** that could affect any term contained within this policy, **you** must notify **your** insurance broker as soon as **you** can as failure to do so may invalidate **your** insurance or lead **us** to decline a **claim**.

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.

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 . |
| 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. |
| 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 period of 12 calendar months beginning with the date of inception of this Motor Excess Policy. All cover under this policy will automatically cease if there is no motor insurance policy in force covering your motor vehicle . |
| 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 £500
(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 £500 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) **You** must provide **us** with evidence that **you** either paid or have had **your excess** deducted following **your** settlement by **your** insurer following a **claim**;
- d) 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;
- e) **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**;
- f) 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**;

3. Cancellation

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

You may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The **insurer** shall 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 may include but are not limited to:

- a) Where the **insurer** reasonably suspects fraud
- b) Non-payment of premium

- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** or **your** insurance broker ask.

If the **insurer** cancels the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, 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. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

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 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 £500 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.

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.



CoverMy

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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