

# **Motor Accident Injury Protection**

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



# To make a claim:

Call: 0333 043 1325

# Address: Coplus, Floor 2 Norfolk Tower, 48-52 Surrey Street, Norwich, NR1 3PA

Claim must be reported as soon as possible.

# Contents

Who does it cover?
Key requirements 1
Your responsibility 1
How to make a claim
Our regulator and insurer
Privacy Statement
How to make a complaint
Financial Services Compensation Scheme
Sanctions
Definitions
Cover
General conditions
General exclusions
Other formats7
Telephone calls7
Fraud prevention, detection and claims history7
Renewal procedure7
Contracts (Rights of Third Parties) Act 1999
Your agreement with others
Governing law7

# Who does it cover?

- The policyholder named on the policy schedule;
- Any person authorised to drive the vehicle under the motor insurance policy;
- Any passenger travelling in the **insured vehicle**;
- Persons aged under 81 years of age at the start date of the policy.

# **Key requirements**

The policyholder must have a motor insurance policy throughout the duration of the Motor Accident Injury Protection Policy.

# Your responsibility

You must take reasonable care to:

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

You must take reasonable care to provide information that is accurate and complete answers to the questions your broker asks when you take out, make changes to and renew your policy. If any information you provide is not accurate and complete, 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.

If you become aware that information you have given your broker is inaccurate or has changed, you must inform them as soon as possible.



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

To notify a claim please call **our** claims department immediately.

# Call: 0333 043 1325

Please quote "Motor Accident Injury Protection" 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

Your details will be passed to our claims team who will handle your claim. Any queries in relation to your claim, after the initial notification, should be directed to the claims team.

#### Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. This insurance is effected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202846. These details can be checked on the Financial Services Register by visiting: <u>www.fca.org.uk</u> or by contacting the Financial Conduct Authority on **0800 111 6768**.

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

#### **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 <u>https://www.coplus.co.uk/data-privacy-notice</u>.

#### How to make a complaint

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Sale of the policy:

Please contact your broker who arranged the Insurance on your behalf.

Claims:

If your complaint is about the handling of a claim, please contact:

The Quality Assurance Manager Coplus Floor 2 Norfolk Tower 48-52 Surrey Street Norwich NR1 3PA Telephone: **0333 043 1325** Email: <u>gtmail@coplus.co.uk</u>

In all correspondence please state that **your** insurance is provided by Astrenska Insurance Limited. If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten employees. **You** may contact the Financial Ombudsman Service at:



The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

#### Tel: 0300 123 9123

Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <u>http://ec.europa.eu/consumers/odr/</u>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

# **Financial Services Compensation Scheme**

Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Astrenska Insurance Limited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit <u>www.fscs.org.uk</u>.

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.

#### **Sanctions**

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose us to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.

#### 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.

Wording	Meaning
Accident/Accidental	A sudden and unexpected event as a result of a road traffic incident causing <b>bodily injury</b> .
Aftercare	Aftercare benefits on the advice of <b>your consultant</b> for <b>bodily injury(ies)</b> sustained in an <b>accident</b> whilst driving or travelling in the <b>insured vehicle</b> .
Bodily Injury	A physical injury incurred during the <b>period of insurance</b> , and listed in the table of benefits below, resulting solely and independently from an <b>accident</b> which within 12 months from the date of the <b>accident</b> results in <b>your</b> death or disability.
Consultant	A medical specialist who is a member of an appropriate and recognised medical body. The consultant must be registered and practising in the <b>territorial limits</b> and must not be insured under this policy or <b>your</b> relative or employer.
Insured Vehicle	Any private motor or motorcycle vehicle as defined in your motor insurance policy.
Insanity	You being diagnosed as permanently and incurably insane as diagnosed according to the usual and customary standard of the registered medical profession.
Insurer	Astrenska Insurance Limited.
Loss of Limb(s)	The loss by physical severance at, or above, the wrist or ankle or the permanent, total <b>loss</b> of use of an entire arm or leg. This can include the total, permanent <b>loss of use</b> , whether by physical severance or not, of a limb below the wrist or ankle, where an additional premium has been paid.
Loss of Hearing or Speech	The total, permanent and irrecoverable loss of hearing or speech.
Loss of Sight	<ul> <li>The permanent and total loss of sight which is considered as having happened:</li> <li>1. In both eyes, if <b>your</b> name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or</li> <li>2. In one eye if, after correction, the degree of sight <b>you</b> have left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).</li> </ul>
Loss of Use	The total and irrecoverable loss of use of a limb where the loss is continuous for 12 months and such loss of use is deemed permanent and beyond possibility of improvement on the authority of a <b>consultant</b> specialising in that area.
Motor Insurance Policy	The valid motor or motorcycle insurance policy which has been issued to <b>you</b> for the <b>insured vehicle</b> .

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).



Period of Insurance	This policy will run concurrently with <b>your motor insurance policy</b> for a maximum of 12 months. If <b>you</b> arranged this policy after the start date of <b>your motor insurance policy</b> , cover will be provided from the date <b>you</b> bought this Motor Accident Injury Protection Policy and will end on the expiry date of <b>your motor insurance policy</b> , as detailed on the certificate of motor insurance.
Permanent Total Disablement	Disablement which entirely prevents <b>you</b> from working in any business or occupation of any and every kind and which after a period of 12 months from the date of disablement, is in the opinion of a <b>consultant</b> , shows no sign of ever improving.
Personal Effects	Clothes and articles of a personal nature likely to be worn, used or carried.
Sum Insured	The maximum amount the <b>insurer</b> will pay in the event of a claim made against this policy, as specified within this document in the Table of Benefits on Page 3 of this document.
Territorial Limits	England, Scotland, Wales and Northern Ireland, the Isle of Man and the Channel Islands and up to 21 days in Europe in the <b>period of insurance</b> .
Terrorism	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
Third Degree Burns	Third Degree Burns to 15% or more of body surface or 50% of either hand surface.
We, Us, Our	Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited.
You, Your	The individual named on the <b>motor insurance policy</b> schedule, any other person entitled to drive the vehicle insured under the <b>motor insurance policy</b> and any passengers of the <b>insured vehicle</b> .

# Cover

If you sustain a **bodily injury** from an **accident** during the **period of insurance**, the **insurer** will pay to **you**, (or, in the unfortunate event of **your** death, **your** executors or administrator(s)) the amount specified in the Table of Benefits below after the total claim has been substantiated under this policy.

# Table of Benefits:

Should, following the **bodily Injury(ies)** sustained in an **accident** whilst driving or travelling in the **insured vehicle**, **you** require, on the advice of **your consultant** continued on going treatment the following **aftercare** will be paid:

Aftercare			
Cover	Sum Insured		
Fractured bones for nose or any other minor bone	£500 per fractured bone (maximum £2,500)		
Fractured bones for pelvis, arm, leg, skull, vertebrae, jaw, knee, hand or facial bones, shoulder blade, elbow, sternum, wrist, ankle collar bone or coccyx	£1,000 per fractured bone (maximum £5,000)		
Emergency dental expenses	Up to £1,000 for emergency dental treatment for <b>your</b> natural teeth within 7 days of the <b>accident</b> . Cover excludes the first £25 of each and every claim.		
Help at home	£2,000 (maximum and not exceeding £250 per week)		
Hospitalisation	£100 per day up to a maximum of 30 days		
Personal effects	Up to £150 for damage to <b>your personal effects</b> . Cover excludes the first £25 of each and every claim.		
Physiotherapy	£2,000		
Stress counselling	£2,000		

These benefits must be provided by a recognised and reputable supplier within six months of the **accident**. For **you** to claim any of these benefits **we** will need **you** to supply a copy of an invoice for these services.

Bodily Injury			
Cover	Sum Insured		
Facial scarring	£500		
Third degree burns	£3,000		
Spinal damage	£7,500		
Permanent loss of limb below the wrist or ankle	£10,000		
Permanent loss of hearing in one ear	£10,000		
Permanent loss of hearing in both ears	£30,000		
Loss of speech	£30,000		
Permanent total loss of sight in one eye or both eyes	£30,000		
Permanent <b>loss of limbs</b> (excluding loss of limb below the wrist or ankle)	£30,000		
Permanent Total Disablement	£30,000		
Accidental death*	£30,000		

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).



\* The benefit under **accidental** death is limited to £10,000 for persons aged under 16.

\* The accidental death benefit is payable to your executors or administrators in the event of your death.

The maximum accumulation limit for any one accident shall be £240,000 and the maximum claim per insured person is £30,000.

### **General conditions**

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

### 1. Claims

When a claim or possible claim occurs, you must:

- a. Notify us as soon as possible;
- b. Seek and follow advice from a registered medical practitioner and undergo any medical examination that **we** request;
- c. In the unfortunate event of **your** death, **we** will be entitled to ask for, at **our** expense, a post-mortem examination;
- d. **You**, may be required to supply additional documents at **your** expense before **your** claim can be processed, this may include (but is not limited to):
  - i. Receipts for the cost of any medical treatment;
  - ii. Photographs of your injuries;
  - iii. Any written reports from where the accident took place;
  - iv. Police reports if the police attended the scene; or
  - v. Any witness statements.

# 2. Aggravated Physical Disability

If the consequence of an injury is aggravated by **your** physical disability or other condition which existed before the **accident** occurred, the amount of any compensation payable under this insurance in respect of the consequences of the **accident** shall be the amount which is considered would have been payable if such consequences had not been so aggravated.

#### 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

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action.



If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

# 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;
- makes a claim for any loss or damage you caused deliberately or with your knowledge; or
- makes a claim which 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 back date 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 **Insurer** will not be liable for:

- 1. Claims arising from or associated with physical or mental conditions or disabilities which **you** suffered from prior to the **accident**;
- 2. Claims occurring when you are over 81 years of age at the start date of the policy;
- 3. More than one claim for each insured event as a result of the same accident;
- 4. Claims occurring as a result of suicide, attempted suicide or intentional self-injury or deliberate exposure to exceptional danger except in an attempt to save a human life;
- 5. Claims arising from or associated with **your insanity** or through **your** own criminal act or being under the influence of alcohol or drugs whether prescribed or not;
- Claims arising as a result of the use of any vehicle, including the **insured vehicle** for hire or reward, racing, competition, trials, track days, speed testing or for any purpose in connection with the motor trade, haulage or courier services, minibus or professional driving instruction;
- 7. Claims arising from or associated with provoked assault or fighting (except in bona fide self-defence);
- 8. Claims involving any matrimonial or family dispute;
- 9. 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.



- 10. 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;
- 11. 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 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.

# **Other formats**

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

# **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** policy is 12 months. 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** broker who will be able to discuss **your** requirements.

# **Contracts (Rights of Third Parties) Act 1999**

The terms of this policy are only enforceable by the named insured. A person who is not a named insured 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.

#### **Governing law**

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

# Astrenska Privacy Notice

# How we use the information about you

As **your insurer** and a data controller, we collect and process information about **you** so that we can provide **you** with the products and services **you** have requested. We also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to you;
- issue **you** this insurance policy;



- deal with any claims or requests for assistance that you may have
- service your policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed;
- protect our legitimate interests

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share **your** information with anyone else unless **you** agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information we have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by us and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting <u>www.cifas.org.uk/fpn</u> and <u>www.insurancefraudbureau.org/privacy-policy</u>.

# Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that you have with us;
- is in the public or **your** vital interest: or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

# How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union. We will need to keep and process **your** personal information during the **period of insurance** and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

# How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please contact us by email or letter as shown below: Email address: <u>data.protection@collinsongroup.com</u> Postal Address: Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask us to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact our Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <a href="https://ico.org.uk/">https://ico.org.uk/</a>.