

# Motor Accident Injury Protection

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



# To make a claim:

# Call: 0333 043 1325 Email: adpaclaims@coplus.co.uk Address: Coplus, Floor 2 Norfolk Tower, 48-52 Surrey Street, Norwich, NR1 3PA

# Claim must be reported as soon as possible and no later than 90 days after the incident.

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# 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**.

# **Key requirements**

- Persons must be under 81 years of age at the start date of this policy.
- The policyholder must have a **motor insurance policy** throughout the duration of the Motor Accident Injury Protection
  Policy

# **Consumer Insurance Act**

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

- Supply accurate and complete answers to all the questions your broker or agent 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 complete and accurate 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 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.

#### Frauc

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.

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.

Please read this policy carefully so that **you** understand the cover **we** are giving **you** and follow **our** rules. It's important that **you** keep this policy wording and **your** policy schedule in a safe place in case **you** need to look at them later.

# How to make a claim

If you sustain an injury, we recommend that you check your policy cover before calling us to ensure the injury is covered. If you wish to make a claim, you should contact:

Telephone: 0333 043 1325 Email: adpaclaims@coplus.co.uk

Or you can write to us at:

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

When **you** have contacted **us**, **we** will check **you** had a valid policy in place at the time of the incident. Once this has been confirmed, **we** will instruct Davies Group to handle **your** claim. **You** must tell **us** about a claim as soon as reasonably possible. If **you** do not tell **us** about the claim within 90 days and this delay means **we** are unable to verify the claim, then, other than in exceptional circumstances, no benefit(s) will be paid in respect of the claim.

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

# Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Collinson Insurance. This Insurance is effected in England and is subject to the Laws of England and Wales

Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708616. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

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 <a href="https://www.coplus.co.uk/data-privacy-notice">https://www.coplus.co.uk/data-privacy-notice</a>.

# How to make a complaint

If you have a complaint, please follow the guidance below and we will provide assistance as soon as possible:

If your complaint is about the sale of the policy contact the broker who sold you the policy.

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

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).



Customer Care, 4th Floor, Smithfield, Stoke on Trent, ST1 3DH

Telephone: 0344 856 2015

Email: customer.care@davies-group.com

**We** will respond to **your** complaint within eight weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, **we**'ll explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you**'re still not happy or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service, Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR.

Tel: 0800 023 4567 (free for people calling from a landline) or 0300 1239 123

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

Following this complaints procedure does not stop you from taking legal action.

# **Financial Services Compensation Scheme**

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from the scheme, if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at <a href="https://www.fscs.org.uk">www.fscs.org.uk</a> or by telephoning **020 7741 4100**.

#### **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, that leads to a successful claim on <b>your motor insurance policy</b> , causing <b>bodily injury</b> , which occurs within the <b>territorial limits</b> .
Aftercare	Aftercare benefits on the advice of your registered medical professional for bodily injury(ies) sustained in an accident whilst driving or travelling in the insured vehicle.
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> within 12 months from the date of the <b>accident</b> results in <b>your</b> death or disability.
Facial scarring	Permanent facial disfigurement causing scar tissue in the area from the hairline to and including the lower jaw and ears.
Insanity	You being diagnosed as permanently and incurably insane by a registered medical professional.
Insured Vehicle	Any private motor vehicle as defined in <b>your</b> policy schedule.
Insurer	Collinson Insurance.
Loss of Hearing	The total, permanent and irrecoverable loss of hearing.
Loss of Limb(s)	The loss by physical severance at, or below, the wrist or ankle or the permanent, total <b>loss of use</b> 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.
Loss of Sight	The permanent and total loss of sight which is considered as having happened:  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

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	<ol> <li>In one eye if, after correction, the degree of sight you 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> </ol>		
Loss of Speech	The total, permanent and irrecoverable loss of speech.		
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>registered medical professional</b> in that area.		
Motor Insurance Policy	The valid motor insurance policy which has been issued to <b>you</b> for the <b>insured vehicle</b> .		
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>registered medical professional</b> , shows no sign of ever improving.		
Personal Effects	Clothes and articles of a personal nature likely to be worn, used or carried.		
Registered medical professional	A person other than <b>you</b> , a member of <b>your</b> immediate family or an employee of <b>yours</b> , who is legally qualified as a professional specialist or a consultant in the specific area or branch of medicine which the issue directly relates to.		
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 Pages 4 and 5 of this document.		
Territorial Limits	Great Britain, Northern Ireland, Channel Islands, the Isle of Man 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 Collinson Insurance.		
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 registered medical professional** continued on going treatment, the following **aftercare** will be reimbursed to **you**:

Aftercare			
Cover	Sum Insured		
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.

If you sustain any of the **bodily injury(ies)** in an **accident** whilst driving or travelling in the **insured vehicle**, on the advice of **your registered medical professional**, following a successful claim **you** will be paid:

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Bodily Injury			
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, ribs, jaw, knee, hand, foot or facial bones, shoulder blade, elbow, sternum, wrist, ankle, collar bone or coccyx	£1,000 per fractured bone (maximum £5,000)		
Dislocation	<ol> <li>to hip £500.</li> <li>to knee £300.</li> <li>to wrist or elbow £200.</li> <li>to ankle, shoulder blade or collarbone £150.</li> <li>to finger(s), toe(s), or jaw £50.</li> <li>(subject to a maximum of £500 per accident event in total)</li> </ol>		
Facial scarring	£500		
Third degree burns	£5,000		
Permanent loss of hearing in one ear	£10,000		
Permanent loss of hearing in both ears	£30,000		
Permanent loss of speech	£30,000		
Permanent total loss of sight in one eye or both eyes	£30,000		
Permanent partial disability resulting in loss of or <b>loss of use</b> of	<ol> <li>a shoulder, elbow, hip, knee, ankle or wrist £5,000.</li> <li>one or more fingers (at least one complete bone) £1,500.</li> <li>one or both thumbs (at least one complete bone) £3,000.</li> <li>one or both big toes (at least one complete bone) £2,000.</li> <li>one or more other toes (at least one complete bone) £1,500.</li> <li>(subject to a maximum of £5,000 per accident event in total)</li> </ol>		
Permanent loss of limb below the wrist or ankle	£10,000		
Permanent loss of limbs (excluding loss of limb below the wrist or ankle)	£30,000		
Permanent Total Disablement	£30,000		
Accidental death*	£30,000		

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

The maximum accumulation limit for any one **accident** shall be £240,000 and the maximum amount **we** will cover **you** per claimant is £30,000.

# **Policy 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;
- 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.

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



# **General exclusions**

The **Insurer** will not be liable for:

- 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 £30,000 per claimant 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;
- 6. Claims arising through your own criminal act;
- Claims as a result of you being under the influence of drugs whether prescribed or not as confirmed by a registered medical professional or police;
- 8. Claims as a result of you being over the legal alcohol limit as confirmed by a registered medical professional or police;
- 9. Claims whilst being involved in any illegal or irresponsible activities;
- 10. 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;
- 11. Claims arising from or associated with provoked assault or fighting (except in bona fide self-defence);
- 12. Loss or damage arising as a consequence of:
  - a. War, invasion, act of foreign enemies, **terrorism**, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
  - b. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
  - c. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 13. Any loss, injury, damage, or legal liability arising directly or indirectly from:
  - a. The failure of any computer or other electrical component to correctly recognise any date as its true calendar date.
  - b. Computer viruses.

# 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
- 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.

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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.

# **Arbitration Clause**

In the event of a disagreement between **you** and **us**, **our** aim is to make things simple and fair. If the matter cannot be resolved via **our** complaints procedure then **you** can reach out to the Financial Ombudsman Service for assistance. For broader disputes, **we** can turn to arbitration. **We** can jointly pick an arbitrator – it could be a solicitor or barrister. **We** will agree on this together in writing. In case **we** can't reach an agreement the Chartered Institute of Arbitrators can step in to help **us** choose someone. The arbitrator's decision is final, and **we** both have to abide by the outcome. The Arbitrator will also determine who pays the costs of the arbitration process, 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.

#### 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.

#### Renewals

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.

# **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.

# **Collinson Insurance Privacy Notice**

# How we use the information about you

As 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).
- 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.

Some of the personal information that **you** provide may be sensitive information. This includes details about **your** health or medical records. Where we need **your** consent to collect and process **your** sensitive information, this will be obtained from **you** at the relevant time. Please note that, in these cases, we may not be able to sell **you** an insurance policy or deal with a claim if **you** do not agree to us processing relevant sensitive information.

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, third party administrators, 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

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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 <a href="www.cifas.org.uk/fpn">www.cifas.org.uk/fpn</a> and <a href="www.insurancefraudbureau.org/privacy-policy">www.insurancefraudbureau.org/privacy-policy</a>.

# 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: data.protection@collinsongroup.com

Postal Address: 3 More London Riverside, London, SE1 2AQ

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>.