



Commercial Vehicle Motor Excess Policy

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.

Who does it cover?

This policy covers the policyholder along with any other person entitled to drive the vehicle covered under the **motor insurance policy**.

What criteria apply?

All users of the motor vehicle must be covered by the **motor insurance policy** which is in force throughout the duration of the motor excess policy. All claims must be reported no later than 30 days after the date of the **excess** is paid under the **motor insurance policy**.

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:

- 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;
- to make sure that all information supplied as part of **your** application for cover is true and correct;
- 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, certificates or notices **we** give to **you**. These items together form **your** contract of insurance.

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How to make a claim

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

Telephone: 0333 241 9573

Email: claims@coplus.co.uk

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

Coplus 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)

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

In order for **us** to help **you** more efficiently, please quote 'Commercial Vehicle 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 claims** 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 4 567

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 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: www.fca.org.uk 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 <https://www.coplus.co.uk/data-privacy-notice>

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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** Commercial Vehicle 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.

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 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

Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Astrenska Insurance Limited 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.

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.

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	Astrenska Insurance Limited.
Motor Insurance Policy	The current and valid insurance policy covering your vehicle .
Named Driver:	Drivers other than you who are permitted to drive your vehicle under your motor insurance policy .
Period of insurance	The period of 12 calendar months beginning with the date of inception of this Commercial Vehicle Excess Policy.
Schedule:	The document issued as part of this policy document showing the name of the policyholder and the cover provided by this policy
Territorial limits	United Kingdom, Channel Islands and the Isle of Man and up to 60 days in any one period of insurance in the European Union.
Terrorism	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
Vehicle:	The insured vehicle shown on your schedule which: <ul style="list-style-type: none"> • you own or are authorised to drive under your motor insurance policy; • does not weigh more than 7.5 tonnes; • is capable of carrying no more than 9 persons (including the driver).
We/our/us	Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited.
You/Your	The named holder of this policy, who lives in the territorial limits , together with any other person who is entitled to drive the vehicle under the motor insurance policy .

Cover

In return of the payment of **your** premium, the **insurer** will provide the insurance cover detailed in this policy document, subject to the terms, conditions and limitations shown below or as amended in writing by **us** during the **period of insurance**.

The **insurer** will pay **you**:

- a) the value of **your excess**; or
- b) the sum of £1,000
(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**. **You** can **claim** under this insurance more than once during the **period of insurance** but **we** will only reimburse **you** up to a total of £1,000.

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 vehicle** safe, secure and protected from damage during the **period of insurance**.

2. Use of the Vehicle

- i) The use of **your vehicle** must be covered by **your motor insurance policy** at the time of the **claim**; and
- ii) **You** and any **named driver** must hold a current and valid driving licence covering **your** use of the **vehicle**.

This policy does not cover **vehicles** used for haulage.

3. Other Insurance

Cover will be provided for **your vehicle** under this Commercial Vehicle Excess policy provided that:

- a) A current **motor insurance policy** remains in force covering the **vehicle** during the **period of insurance** of this Commercial Vehicle Excess policy; and
- b) The person(s) described under the definition of **you/your** throughout this Commercial Vehicle Excess policy must also be the named insured person on the **motor insurance policy** in force covering the **vehicle**.

4. Insurance applying to your vehicle

All cover under this policy will automatically cease if there is no **motor insurance policy** in force covering **your vehicle**.

5. 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 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**.

6. 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

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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. 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 **your** 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, **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**:
 - i) that arises as a result of a deliberate action by **you** or anybody associated with **you**;
 - ii) involving theft or attempted theft, malicious damage which has not been reported to the police and a valid crime reference obtained;
 - iii) following **your** use of alcohol or illegal drugs;
 - iv) that occur whilst **your motor vehicle** is being used and/or driven for the purposes of racing, pacemaking or trials;
 - v) exceeding the aggregate limit of £1,000 in any one **period of insurance** as shown on **your schedule**;
 - vi) not covered by **your motor insurance policy** or which is declined by the provider of **your motor insurance policy**;
 - vii) where the **excess** is not exceeded under **your motor insurance policy**;
 - viii) made prior to the inception date of this policy or which is reported to **us** more than 31 days after the settlement of **your** claim by **your** motor insurance provider;
 - ix) in respect of any contribution or deduction from the settlement of **your** claim under **your motor insurance policy** which **you** are liable for, other than the stated **excess**;
2. Any **claims** that occur whilst **your vehicle** is being used for haulage purposes;
3. Any excess payable under **your motor insurance policy** other than for **claims** as defined in this policy;
4. The **insurer** will not pay any **excess** solely in respect of any windscreen or glass damage **claims**;
5. The **insurer** will not pay any **excess** payable on warranty policies;
6. The **insurer** will not pay any **excess** in respect of theft or attempted theft of personal effects;
7. 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;
8. 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;
9. 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.

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 www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy.

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: 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 <https://ico.org.uk/>.