



## Replacement Vehicle

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 241 3400**

**Email: [claims@coplus.co.uk](mailto:claims@coplus.co.uk)**

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

**Claims must be reported as soon as reasonably possible and no later than 14 days from the date of the insured event.**

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**Who does it cover?**

- The policyholder;
- Any other person entitled to ride or drive the **vehicle** covered under the motor insurance policy who also meets the hire company’s conditions.

The **Replacement Vehicle** policy is available to policyholders living in England, Wales, Mainland Scotland, Northern Ireland, Jersey, Guernsey and the Isle of Man.

**Key requirements**

- Any user of the **vehicle** must be covered by motor insurance which is in force throughout the duration of the replacement vehicle policy.
- The insured **vehicle** must be roadworthy at the time of an **insured event** that gives rise to a claim and covered by a valid MOT certificate (if required).
- The insured **vehicle** must be covered by a valid and current operator’s licence (if required).
- The insured person must meet the terms and conditions of the hire company. Which may include, but are not limited to:
  - i. Meeting any age requirement;

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Registered Office: Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire PR7 7NA.

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- ii. Having a valid driving licence;
- iii. Meeting any residency requirements.

If the insured person cannot meet these requirements, a cash benefit may be payable as above, or **we** may consider paying alternative public transport costs. Alternatively, the insured person may be responsible for insuring the hire car themselves and any alternative insurance provided must be agreed with the hire company.

### 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

In the event of a claim, please contact **us** as soon as reasonably possible after the **insured event** 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.

Telephone: **0333 241 3400**

Email: [claims@coplus.co.uk](mailto:claims@coplus.co.uk)

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

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

In order for **us** to help **you** more efficiently, please quote '**Replacement Vehicle**' in all communications.

An **insured event** involving theft or attempted theft, or vandalism must be reported to the police and a valid crime reference obtained.

### 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](http://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>.

### Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

### What information do we collect about you?

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Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy. For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

### 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 1326**

Email: [qtmial@coplus.co.uk](mailto:qtmial@coplus.co.uk)

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: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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 <http://ec.europa.eu/consumers/odr/>. 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 [www.fscs.org.uk](http://www.fscs.org.uk).

**You** may also contact the FSCS on their Freephone number: **0800 678 1100** or **020 7741 4100** or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

### 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
<b>Beyond Economical Repair</b>	The <b>vehicle</b> being assessed as being <b>legally unroadworthy</b> and damaged beyond the point where it would be economical to fund its repair. In the event that <b>you</b> are comprehensively insured, such assessment must be made by <b>your</b> motor insurers. In the event that <b>your</b> motor insurance is not comprehensive, such assessment will be made by <b>us</b> , or (if <b>you</b> are not responsible for the accident) by the insurers of the party responsible for the accident.
<b>Hire Firm</b>	The period from the date a <b>replacement vehicle</b> is delivered to <b>you</b> until the earliest of the following dates: a) where the insured <b>vehicle</b> is <b>beyond economical repair</b> , the date when <b>you</b> receive a payment which <b>you</b> accept in respect of the value of the insured <b>vehicle</b> ; or b) where the insured <b>vehicle</b> is <b>beyond economical repair</b> and <b>you</b> receive an offer of settlement in respect of the insured <b>vehicle</b> which <b>we</b> consider reasonable, but which <b>you</b> want to reject, the date on which <b>we</b> notify <b>you</b> of <b>our</b> opinion; or c) where the insured <b>vehicle</b> is stolen and recovered and found to be immediately driveable, the date the insured <b>vehicle</b> is recovered; or d) where the insured <b>vehicle</b> is stolen and recovered and found to be undriveable, the date when <b>you</b> are advised that the insured <b>vehicle</b> is driveable; or e) where <b>your</b> claim is declined by <b>your</b> motor insurers, the date when <b>you</b> receive notification of this fact; or f) the end of the 14th day of hire; or g) the insured <b>vehicle</b> has been repaired.  Note: Hire is calculated on the basis of a 24 hour period. For example, if a <b>replacement vehicle</b> is delivered to <b>you</b> at 3pm on Monday, the end of the fourth day would be 3pm on Friday. Anything over 24 hours (i.e. after 3pm in this example) will be classified as the next day.
<b>Insured event</b>	Either: a) The theft or attempted theft of or damage by fire, accident or act of malicious damage to the insured <b>vehicle</b> where the <b>vehicle</b> is deemed <b>legally unroadworthy</b> or <b>beyond economical repair</b> ; or b) the theft of the insured <b>vehicle</b> where it remains unrecovered.  An insured event must be covered by the motor insurer of the <b>vehicle</b> .
<b>Insurer</b>	Astrenska Insurance Limited.
<b>Legally Unroadworthy</b>	Damaged in a manner which renders it unfit for lawful use on a public highway within the <b>territorial limits</b> . <b>We</b> may ask <b>you</b> to prove the <b>vehicle</b> is legally unroadworthy by submitting an engineer's report.
<b>Period of insurance</b>	The period of 12 calendar months beginning with the date of inception of this <b>replacement vehicle</b> Policy, or until the next expiry date of the motor insurance policy to which this policy is annexed, whichever period is the less. All cover under this policy will cease if there is no motor insurance policy in force.
<b>Replacement vehicle</b>	A replacement vehicle selected by <b>us</b> and having an equivalent engine capacity to the insured <b>vehicle</b> , but not exceeding class S2 (for example, VW Polo 1.2, Vauxhall Corsa 1.2 or equivalent) or for commercial vehicles, class PV2 (for example Peugeot Boxer SWB, Ford Transit SWB or equivalent).
<b>Territorial limits</b>	England, Wales, Mainland Scotland, Northern Ireland, Jersey, Guernsey and the Isle of Man.
<b>Terrorism</b>	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
<b>Vehicle</b>	The vehicle(s) specified in the motor insurance policy which was being driven or ridden by a person entitled to drive or ride.
<b>Vehicle hire costs</b>	The cost of hiring a <b>replacement vehicle</b> for one continuous hire period.
<b>You/your</b>	You and any other person driving the insured <b>vehicle</b> with your permission and under the cover of your motor insurance providing they satisfy the <b>hire firm's</b> standard

	terms and conditions of hire in force at the date of the insured incident and also providing that they are resident within the <b>territorial limits</b> .
<b>We/our/us</b>	Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited.

Cover	
What is covered?	What is excluded?
<p>Upon payment of the premium, where the insured <b>vehicle</b> has been assessed as <b>beyond economical repair</b>, is <b>legally unroadworthy</b> or remains unrecovered as a result of an <b>insured event</b> arising within the <b>territorial limits</b> during the <b>period of insurance</b>, the <b>insurer</b> will arrange:</p> <ol style="list-style-type: none"> <li>1. A <b>replacement vehicle</b> to be provided to <b>you</b> for the duration of the hire period. The <b>insurer</b> will pay the <b>vehicle hire costs</b> provided that the hire has been arranged by <b>us</b> through a <b>hire firm</b>. The <b>replacement vehicle</b> will be delivered to <b>you</b> as soon as is practically possible following <b>your</b> report of an <b>insured event</b> to <b>us</b>;</li> <li>2. If the <b>hire firm</b> is unable to supply <b>you</b> with a <b>replacement vehicle</b> because <b>you</b> do not meet their terms and conditions of hire, then the <b>insurer</b> will either at their discretion: <ol style="list-style-type: none"> <li>a) pay a cash benefit up to £150 per <b>insured event</b>; or</li> <li>b) cover the cost of alternative public transport up to a maximum of £300 per <b>insured event</b> on receipt of valid receipts and/or tickets.</li> </ol> </li> </ol>	<p>The following exclusions apply to all sections of this insurance contract:</p> <ol style="list-style-type: none"> <li>1. An <b>insured event</b> involving theft or attempted theft, malicious damage and/or vandalism to <b>your vehicle</b> which has not been reported to the police and a valid crime reference obtained;</li> <li>2. The <b>insurer</b> will not pay <b>vehicle hire costs</b> or any alternative cash or transport costs benefits for claims arising out or more than two insured incidents in any one <b>period of insurance</b>;</li> <li>3. The <b>insurer</b> will not be able to supply a <b>replacement vehicle</b> to any person who does not meet the <b>hire firm's</b> standard terms and conditions of hire in force at the date that the insured incident reported to <b>us</b>. In this case, <b>we</b> may consider providing an alternative cash benefit or paying alternative public transport costs as per the Cover Section part 2;</li> <li>4. The <b>insurer</b> will not pay costs incurred for the purchasing of a collision damage waiver from the <b>hire firm</b>, or in the event of <b>you</b> being involved in an accident whilst driving the <b>replacement vehicle</b>, the cost of any excess imposed by the <b>hire firm</b> in the event that <b>you</b> have not purchased a collision damage waiver;</li> <li>5. The <b>insurer</b> reserves the right to recover <b>vehicle hire costs</b> from <b>you</b> during any period after the hire period if:- <ol style="list-style-type: none"> <li>a. <b>you</b> receive a settlement prior to the expiry of the hire period; or</li> <li>b. <b>your</b> hire period ends early but it was discovered that the <b>vehicle</b> was driveable and <b>you</b> didn't inform <b>us</b>.</li> </ol> </li> </ol>

**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**

- a) **You** must keep **us** fully informed at all times of all matters relating to the **insured event** and in particular must notify **us** as soon as practicable if an insured **vehicle** that has been stolen is recovered, or if an insured **vehicle** is rendered driveable;
- b) **You** must report all claims to **us** within 14 working days of the **insured event**. All claims must be reported to **your** motor insurer to claim under this policy;
- c) **You** must report any **insured event** involving theft or attempted theft or malicious damage to the police and obtain a valid crime reference;
- d) **You** must respond to **us** promptly in all matters relating to a claim;
- 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.

**2. Conditions of Hire**

**You** must abide by the **hire firm's** terms and conditions of hire at all times during the hire period. These terms and conditions will be made available to **you** before **you** opt to accept a **replacement vehicle**.

If **you** do not meet these terms and conditions, a cash benefit of up to £150 per **insured event** may be payable as noted in the Cover Section, part 2 (above). This benefit will be paid at the **insurers** discretion and only when they are satisfied that a **replacement vehicle** cannot be provided to **you** by the **hire firm**. Alternatively the **insurer** may consider the cost of alternative public transport up to £300 per **insured event** as noted in the Cover Section, part 2 (above).

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**You** will generally be required to return the **replacement vehicle** at the end of the hire period to an agreed location and with a full tank of fuel, unless the **hire firm** agree otherwise.

**You** will be required to present the following documents to the hire company:

- a) Valid motor insurance policy documents including a current certificate of motor insurance if **you** are arranging **your** own insurance;
- b) Driving licence photo cards and licence summaries/unique codes (obtainable from the DVLA for yourself and any other insured drivers **you** wish to drive the **replacement vehicle**);
- c) Proof of address/residency, such as a recent utility bill.

If **you** do not provide these documents and, if applicable, a crime reference number **you** will not be provided with a **replacement vehicle** and **your** claim will not be covered under this policy.

**You** must pay the insurance excess arising on any claim relating to the **replacement vehicle** which arises within the hire period or pay a collision damage waiver. Full details of this will be made available before hire commences.

### 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 later, this is called the 'cooling off period'. On the condition that no claims have been made or are pending, **we** will refund **your** premium in full.

**You** may cancel this insurance policy at any time after this 14 day period, however no return of premium will be available.

The **insurer** will not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons for the **insurer** to cancel this insurance policy include but are not limited to:

- a) Where the **insurer** reasonably suspects fraud;
- b) Non-payment of the premium;
- c) Threatening or abusive behaviour;
- d) Non-compliance with policy terms and conditions;
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** or **your** insurance broker ask.

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
- If **your** claim is in any way dishonest or exaggerated;

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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. The insured will not pay **vehicle hire costs** or any other costs for more than one **insured event** per any one claim under **your** motor insurance;
3. The **insurer** will not supply a **replacement vehicle** if **your vehicle** is a taxi or private hire vehicle, or if **you** are a self-drive hire operator;
4. If **you** are a motor trader, the **insurer** will only provide a **replacement vehicle** if it is to be used solely for **your** own personal use;
5. The **insurer** will not supply a **replacement vehicle** where it is to be used for racing, rallies or competitions;
6. The **insurer** will not supply a **replacement vehicle** where there is any allegation that the **insured event** had occurred after **you** had consumed alcohol or illegal drugs;
7. The **insurer** will not supply a **replacement vehicle** where at the time of the **insured event**, the **vehicle** was:
  - a. not roadworthy;
  - b. not covered by a valid, current MOT certificate (where this was required at the time);
  - c. not covered by a valid, current operator's licence (where this was required at the time);
  - d. being used without compulsory insurance being in place in accordance with the Road Traffic Act 1988;
  - e. being driven by somebody that did not possess a valid, current, full driving licence (or where appropriate, a provisional licence);
8. Any claim for a **replacement vehicle** which is covered under any other policy, or any claim that would have been covered by another policy, if this **replacement vehicle** policy did not exist;
9. Any claims made in respect of alternative public transport costs without valid receipts or tickets and prior authorisation by the **insurer**;
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 direct or indirect consequence of **terrorism** as defined by the Terrorism Act 2000 and any amending or substituting legislation;
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 communications, interpretations, or processing by electronic or electromechanical data processing or other electronically

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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.

#### Astrenka 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

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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).

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](http://www.cifas.org.uk/fpn) and [www.insurancefraudbureau.org/privacy-policy](http://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](mailto: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/>.