



Private Hire/Taxi 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.

Policy Wording

Who does it cover?

The policyholder, living in England, Wales, Mainland Scotland, Northern Ireland, Jersey, Guernsey and the Isle of Man.

What criteria apply?

- A valid motor insurance policy covering the use of the **vehicle** must remain in force throughout the duration of the Taxi & Private Hire 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
 - 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. 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.

Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

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

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

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

This policy must be read together with **your** current schedule, insurance product information document and any endorsements or certificates. These items together form **your** contract of insurance.

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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).

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 9556**

Email: 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.

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 let **us** know.

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 9556**

Email: claims@coplus.co.uk

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 4567**

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

Website: www.financial-ombudsman.org.uk

Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by 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.

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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>.

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

Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

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.

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.

Beyond Economical Repair

The **vehicle** being assessed as being **legally unroadworthy** and damaged beyond the point where it would be economical to fund its repair. In the event that **you** are comprehensively insured, such assessment must be made by **your** motor insurers. In the event that **your** motor insurance is not comprehensive, such assessment will be made by **us**, or (if **you** are not responsible for the accident) by the insurers of the party responsible for the accident.

Hire Firm

A member of **our** network of approved motor **vehicle** hire companies.

Hire Period

The period from the date a **replacement vehicle** is delivered to **you** until the earliest of the following dates:

- a) where the insured **vehicle** is **beyond economical repair**, the date when **you** receive a payment which **you** accept in respect of the value of the insured **vehicle**; or
- b) where the insured **vehicle** is **beyond economical repair** and **you** receive an offer of settlement in respect of the insured **vehicle** which **we** consider reasonable, but which **you** want to reject, the date on which **we** notify **you** of **our** opinion; or
- c) where the insured **vehicle** is stolen and recovered and found to be immediately driveable, the date the insured **vehicle** is recovered; or
- d) where the insured **vehicle** is stolen and recovered and found to be undriveable, the date when **you** are advised that the insured **vehicle** is driveable; or
- e) where **your** claim is declined by **your** motor insurers, the date when **you** receive notification of this fact; or
- f) the end of the 7th day of hire; or
- g) the insured **vehicle** has been repaired.

Note: Hire is calculated on the basis of a 24 hour period. For example, if a **replacement vehicle** is delivered to **you** 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.

Insured event

Either:

- a) The theft or attempted theft of or damage by fire, accident or act of malicious damage to the Insured **vehicle** where the **vehicle** is deemed **legally unroadworthy** or **beyond economical repair**; or
- b) The theft of the insured **vehicle** where it remains unrecovered.

An insured event must be covered by the motor insurer of the **vehicle**.

Insurer

Astrenska Insurance Limited

Legally Unroadworthy

Damaged in a manner which renders it unfit for lawful use on a public highway within the **territorial limits**.

We may ask **you** to prove the **vehicle** is legally unroadworthy by submitting an engineer's report.

Period of insurance

The period of 12 calendar months beginning with the date of inception of this **replacement vehicle** policy, or as stated otherwise in **your** policy schedule.

Replacement vehicle

A replacement vehicle selected by **us** and having an equivalent engine capacity to the insured **vehicle**, but not exceeding vehicles defined within the Association of British Insurers General Terms of Agreement Taxi NT4 or T8 grouping, dependent on use, (for example, Ford Mondeo 1.8 or 2.0 litre or equivalent).

Please note that **we** are not able to offer a replacement vehicle in certain Taxi Licencing Authority Areas or Private Hire Areas. Please read the insurance product information document which accompanies this policy wording for details of where this applies.

Territorial limits

England, Wales, Mainland Scotland, Northern Ireland, Jersey, Guernsey and the Isle of Man.

Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Vehicle

The vehicle(s) specified in **your** motor insurance policy.

Vehicle hire costs

The cost of hiring a **replacement vehicle** for one continuous **hire period**.

We/our/us

Motorplus Limited t/a Coplus.

You/your

You when driving the insured **vehicle** under the cover of your motor insurance providing you satisfy the **hire firm's** standard terms and conditions of hire in force at the date of the insured incident and also providing that you are resident within the **territorial limits**.

Cover

Upon payment of the premium, where the insured **vehicle** has been **beyond economical repair**, is **legally unroadworthy** or remains unrecovered as a result of an **insured event** arising within the **territorial limits** during the **period of insurance**, the **insurer** will arrange:

1. A **replacement vehicle** to be provided to **you** for the duration of the **hire period**. The **insurer** will pay the **vehicle hire costs** provided that the hire has been arranged by **us** through a **hire firm**. The **replacement vehicle** will be delivered to **you** as soon as is practically possible following **your** report of an **insured event** to **us**; or
2. If the **hire firm** is unable to supply **you** with a **replacement vehicle** because **you** do not meet their terms and conditions of hire the **insurer** will pay a cash benefit up to £250 per **insured event**.

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. 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;

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- b) **You** must report all claims to **us** within 2 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 must be reported to the police and a valid crime reference obtained;
- 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. 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** for the correct class of use.

3. Conditions of Hire

- a) **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**.
- b) If **you** do not meet these terms and conditions, a cash benefit of up to £250 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**.
- c) **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.
- d) **You** will be required to present the following documents to the **hire** company:
 - i) Valid motor insurance policy documents including a current certificate of motor insurance if **you** are arranging **your** own insurance;
 - ii) **Your** driving licence photocard and licence summaries/unique codes (obtainable from the DVLA);
 - iii) 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.

- e) **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.
- f) If **you** receive a settlement or it happens that **your vehicle** is driveable during any period after **your hire period** has ended (if **your hire period** ends early), but before the expiry of the maximum **hire period**, the **insurer** reserve the right to recover **vehicle hire costs** from **you** in this respect.

4. 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

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- 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.

5. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 2. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

6. Fraudulent Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or **damage you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated then **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

7. 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.

8. 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.

9. 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. The **insurer** will not:

1. Pay any claim that arises as a result of a deliberate action by **you** or anybody associated with **you**;

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2. Pay claims involving theft or attempted theft, malicious damage and/or vandalism to **your vehicle** which has not been reported to the police and a valid crime reference obtained;
3. Pay **vehicle hire costs** or any alternative cash benefit for claims arising out of more than two insured incidents in any one **period of insurance**;
4. Provide a **replacement vehicle** to any person who does not meet the **hire firm's** standard terms and conditions of hire in force at the date that the insured incident was reported to **us**. In this case, **we** may consider providing an alternative cash benefit per the Cover Section above;
5. Provide a **replacement vehicle** if **you** are a self-drive operator or a motor trader unless the **replacement vehicle** is used solely for **your** personal use;
6. Provide a **replacement vehicle** where it is to be used for racing, rallies or competitions;
7. Provide a **replacement vehicle** where the **insured event** arose at a time when **you** had consumed alcohol or illegal drugs;
8. Provide a **replacement vehicle** where at the time of the **insured event**, the **vehicle** was:
 - i. not roadworthy;
 - ii. not covered by a valid, current MOT certificate (if required at the time);
 - iii. not covered by a valid, current operator's licence (if required at the time);
 - iv. being used without compulsory insurance being in place in accordance with the requirements of the Road Traffic Act 1988;
 - v. being driven by somebody that did not possess a valid, current, full driving licence;
9. Pay costs incurred for the purchasing of a collision damage waiver from the **hire firm**, or in the event of **you** being involved in an accident whilst driving the **replacement vehicle**, the cost of any excess imposed by the **hire firm** if **you** did not purchase a collision damage waiver;
10. Pay claims where the relevant documentation as noted in the Condition of Hire part d) on page 6 is not presented to the **hire company**;
11. Pay claims for a **replacement vehicle** which is provided under any other policy, or any claim that would have been covered by another policy, if this **replacement vehicle** policy did not exist;
12. 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.
13. Pay claims arising from or associated with 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.
14. Pay claims arising from any consequence, howsoever caused by computer viruses, including but not limited to a computer virus resulting in electronic data being lost, destroyed, distorted, altered or otherwise corrupted.

For the purposes of this policy, electronic data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, computer virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

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

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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/>.



In Vehicle Gadget 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.

Policy Wording

What does it cover?

The person named on the certificate of motor insurance policy

What criteria apply?

The policyholder must have a motor insurance policy throughout the duration of the In Vehicle Gadget Insurance

Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

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

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

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

This policy must be read together with **your** current schedule, Insurance Product Information Document and any endorsements or certificates. These items together form **your** contract of insurance.

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How to make a claim

To notify a claim call **our** claims department immediately:

CALL: **0333 241 3368**

Please quote "In Vehicle Gadget" 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.

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 follow the procedure below.

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:

Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA
Telephone: **0333 241 3368**

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** or 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>.

Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored and/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;

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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)

- 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** In Vehicle Gadget 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 dispute 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 the policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

We will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

You may not assign any of the rights under this policy without the **insurer's** express prior written consent.

Financial Services Compensation Scheme

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.

We/Us/Our: Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited.

Inception Date: The date **your** cover begins, as detailed in **your** policy schedule.

Claim Limit: **Your** policy provides cover up to a maximum value of £500 and up to a maximum of 2 claims during the **period of insurance**.

Electronic Equipment:	The item or items purchased and owned by you , as new and in full working order, from a UK VAT registered company and for which you hold proof of purchase .
Excess:	The first £25 of each claim.
Insurer:	Astrenska Insurance Limited.
Period of Insurance:	12 calendar months from the inception date of this insurance as detailed on the policy schedule .
Proof of Purchase:	An original receipt and any other documentation required to prove your electronic equipment was purchased as new from a UK VAT registered company and that it is owned by you including the date of purchase, make, model, serial and IMEI (International Mobile Equipment Identity) number of your electronic equipment , where applicable.
Territorial Limits:	Means the United Kingdom (England, Scotland, Wales, and Northern Ireland, Isle of Man and Channel Islands) and up to 90 days worldwide in any one period of insurance .
Terrorism:	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
Vehicle:	The registered vehicle stated on your motor insurance policy certificate.
You/Your:	The person named on the policy schedule.

Cover

The **insurer** will cover **your electronic equipment** up to a maximum value of £500 and up to a maximum of 2 claims within any twelve month period for the following events:

1. Accidental Damage

The **insurer** will pay the costs of repairing **your electronic equipment** as a result of **accidental damage** up to the **claim limit**. If the **insurer** is unable to economically repair **your electronic equipment** then a replacement item or items will be provided by the **insurer** at their discretion.

Exclusions applying to this section

1. Deliberate damage or neglect of the **electronic equipment**;
2. Failure on **your** part to follow the manufacturer's instructions;
3. Inspection, maintenance, routine servicing or cleaning;
4. Any Manufacturers defect or recall.

2. Theft

The **insurer** will replace **your electronic equipment** with a replacement item if it is stolen, up to the **claim limit**. Where only part or parts of **your electronic equipment** have been stolen, the **insurer** will only replace that part or parts.

Exclusions applying to this section

Where the **theft** has occurred from any motor **vehicle** where **you** or someone acting on **your** behalf is not in the **vehicle**, unless the **electronic equipment** has been concealed in a locked boot, locked glove compartment or other locked internal compartment and all the **vehicle's** windows and doors were closed and locked and all security systems had been activated.

3. Worldwide Cover

Your electronic equipment is covered for up to 90 days worldwide within any **period of insurance**.

Replacement or repair can only be dealt with once **you** are back in the UK. **You** may make up to two claims in each **period of insurance** but the total sum payable in each **period of insurance** will not exceed £500.

General Conditions

1. Claims

Before reporting a claim, **you** must:-

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- i) Report the **theft** of **your electronic equipment** to **your** airtime provider within 24 hours of the **theft** and instruct them to blacklist **your** handset;
- ii) Report the **theft** of **your electronic equipment** to the police within 24 hours of discovery and obtain a crime reference number in relation to the **theft** of the item;
- iii) If the **insurer** replaces **your electronic equipment**, the ownership of the damaged or lost item is transferred to the **insurer**, once **you** have received any **replacement item** the **insurer has** supplied. If the **electronic equipment you** have claimed for is returned or found, **you** must notify the **insurer** and send it to the **insurer** if the **insurer** ask **you** to;
- iv) **You** must pay the **excess** to **us** before **your** claim is approved.

2. 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.

3. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 2. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

4. Fraudulent Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated then **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

5. 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.

6. 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.

7. 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

This policy does not cover:

- 1) Any claim arising from or associated with:
 - a. Cleaning, inspection, routine servicing or maintenance of **electronic equipment**;
 - b. Loss or damage arising from a manufacturer's defect or recall of the **electronic equipment**;
 - c. Replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
 - d. Any repairs carried out without prior authorisation from the **insurer**;
 - e. Wear, and tear to the **electronic equipment** and/or gradual deterioration of performance;
 - f. Cosmetic damage.
- 2) The **excess** payable on each claim;
- 3) Any claim if the serial number, IMEI (International Mobile Equipment Identify) or SIM (Subscriber Identity Module) gate has been tampered with in any way;
- 4) The failure of any electrical or mechanical component in **your electronic equipment** due to a sudden and unforeseen fault, which causes **your electronic equipment** to stop working in the way the manufacturer intended;
- 5) Any claim made, or any event leading to a claim to be made, that occurs within:
 - a) the first 14 days of the **inception date** of the policy, or
 - b) within 14 days of the date of the change to or addition of new **electronic equipment** to **your** policy for any items added or amended during the **period of insurance**;
- 6) Any repair or replacement if a SIM card registered to **you** was not in the mobile phone or **electronic equipment** insured under this policy at the time of the **accidental damage, theft, breakdown** or damage by liquid;
- 7) Any loss of a SIM (Subscriber Identity Module) card;
- 8) Any expenses incurred arising from or associated with **your** inability to use the **electronic equipment**;
- 9) Any other costs incurred by **you** other than the repair or replacement costs of the **electronic equipment**;
- 10) Any breakdown arising from the failure of any electrical or computer equipment, software, micro-controller, microchip, accessories or associated equipment to correctly recognise and process any calendar date or time;
- 11) Reconnection costs or subscription fees of any kind;
- 12) Costs arising from the replacement of any personalised ring tones, graphics, downloaded material or software;
- 13) Items purchased from an on-line auction site unless from a VAT registered supplier;

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- 14) Any costs for loss or damage to information or data or software contained in or stored on the **electronic equipment** whether arising as a result of a claim paid by this insurance or otherwise;
- 15) Any other costs that arise directly or indirectly from the event which led to **your** claim unless specifically stated in this policy;
- 16) Any claims arising from or associated with the ownership or use of the **electronic equipment**, including (but not limited to) any illness or injury resulting from it;
- 17) The Value Added Tax (VAT) element of any claim where **you** are registered with HM Revenue & Customs for VAT;
- 18) Claims arising from damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- 19) Faults known to **you** before the **inception date of your policy**.
- 20) Deliberate or malicious damage or neglect of the **electronic equipment**
- 21) 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.
- 22) 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.
- 23) Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

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/>.



Taxi Personal Injury and Accidental Death 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.

Policy Wording

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;

What criteria apply?

The policyholder must have a **motor insurance policy** which covers the vehicle for use as a taxi throughout the duration of the Motor Personal Injury and Accidental Death 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 **your** insurance broker 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 or certificates. These items together form **your** contract of insurance.

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How to make a claim

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

CALL: **0333 043 1325**

Please quote "Taxi PA" 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.

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 follow the procedure below.

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:

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

Telephone: **0333 043 1325**

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** or 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.

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Privacy Statement

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

Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored and/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 for 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 of 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 disputed regarding the interpretation of this policy.

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 Contract (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

Your Agreement With Others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

We will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

You may not assign any of the rights under this policy without the **insurer's** express prior written consent.

Financial Services Compensation Scheme

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 otherwise agreed, 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.

Accident/Accidental: A sudden and unexpected event as a result of a road traffic incident causing **bodily injury**.

Aggravated Assault: Causing or attempting to deliberately cause serious **bodily injury** to another person.

Bodily Injury:	A physical injury incurred during the period of insurance , resulting solely and independently from an accident which within 12 months from the date of the accident results in your death or disability.
Consultant:	A medical specialist who is a member of an appropriate Royal College and recognised by that College as a medical specialist. The consultant must be registered and practising in the territorial limits and must not be insured under this policy or your relative or employer.
Insanity:	You being diagnosed as permanently and incurably insane as diagnosed according to the usual and customary standard of the registered medical profession in the territorial limits .
Loss of Limb(s):	The loss by physical severance at, or above, the wrist or ankle or the permanent, total loss of use of an entire arm or leg. This can include the total, permanent loss of use , 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:	The permanent and total loss of sight which is consider as having happened: <ol style="list-style-type: none"> 1. In both eyes, if your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or 2. 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 you can see at three feet what you should be able to see at 60 feet).
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 consultant specialising in that area.
Motor Insurance Policy:	The motor insurance policy which has been issued to you for the insured vehicle . It must be issued to you by a UK registered, FCA regulated insurance company who is licensed to operate with the territorial limits .
Period of Insurance:	This policy will run concurrently with your motor insurance policy for a maximum of 12 months. If you arranged this policy after the start date of your motor insurance policy , cover will be provided from the date you bought this Personal accident policy and will end on the expiry date of your motor insurance policy , as detailed on the certificate of motor insurance.
Permanent Total Disablement:	Disablement which entirely prevents you 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 consultant , shows no sign of ever improving.
Sum Insured:	The maximum amount the insurer will pay in the event of a claim made against this policy, as specified within this document in the Table of Benefits.
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 period of insurance .
Terrorism:	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
We/Us/Our:	Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited.
You/Your:	<p>i) Driver You whilst driving any vehicle which you are insured to drive under your motor insurance policy and any other person entitled to drive the insured vehicle</p> <p>ii) Passenger Any passenger travelling in any vehicle which is being driven by you and which you are insured to drive under your motor insurance policy.</p>

Cover

If **you** sustain an **accidental bodily injury** during the **period of insurance** and within the **territorial limits** due to an **accident** or **aggravated assault**, the insurer will pay to **you** (or in the unfortunate event of **your** death, to **your** executors or administrators) the amount specified in the Table of Benefits below after the total claim has been substantiated under this policy.

Table of Benefits:

<u>Insured Event</u>	<u>Sum Insured</u>
Accidental Death*	£15,000.00
Permanent Total Loss of Sight in One Eye or Both Eyes	£10,000.00
Permanent Loss of Limbs	£10,000.00
Permanent Loss of Hearing In both Ears	£10,000.00
Permanent Loss of Hearing In one Ear	£5,000.00
Permanent Total Disablement	£15,000.00
Loss of Limb below the Wrist of ankle	£5,000.00
Loss of Speech	£10,000.00

* The benefit under **accidental** death is limited to £5,000 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 £120,000 and the maximum claim per person is £15,000.

Additional Benefits under this policy:

<u>Insured Event</u>	<u>Sum Insured</u>
Temporary Total Disablement	£100 per week up to a maximum 12 weeks
Spinal damage	£5,000
Hospitalisation	£100 per day up to a maximum of 30 days
Stolen Fare	Up to £250 cover for fares taken during an aggravated assault . Cover excludes the first £25 of each and every claim.
Emergency Dental Expenses	Up to £250 for emergency dental treatment for your natural teeth within 7 days of an aggravated assault . Cover excludes the first £25 of each and every claim.
Stress Counselling	Up to 5 stress counselling sessions with a qualified counsellor up to a maximum claim limit of £500.

Policy Conditions

1. Claims

- a) When a claim or possible claim occurs, **you** must:
 - i) Notify the police immediately following any event likely to give rise to a claim under this insurance;
 - ii) Notify **us** as soon as possible;
 - iii) Seek and follow advice from a registered medical practitioner and undergo any medical.
- b) In the unfortunate event of **your** death, **we** will be entitled to ask for, at **our** expense, a post-mortem examination;

- c) **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;
 - vi) the police must be notified immediately following any event likely to give rise to a claim under this insurance.

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

If there is a dispute between **you** and **us**, or **you** and the insurer, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 2. If **we**, or the insurer, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

5. Fraudulent Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated then **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

6. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

7. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

8. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

General Exclusions

The **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 here **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 as a result of **your insanity** or through **your** own criminal act or being under the influence of alcohol or drugs whether prescribed or not;
6. Claims arising from as a result of the use of the insured vehicle for 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.

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/>.