

POLICY WORDING

Thank you for purchasing this policy through Swinton Insurance.

The information in this policy document is important and contains the terms, conditions, and exclusions of the contract between **you** and the Insurer. Please take time to read through it and contact Swinton if **you** need any further information. Failure by **you** to comply with the terms, conditions and exclusions of this policy may result in this policy not covering **you**.

STATUS DISCLOSURE

This policy is arranged by Swinton, a trading name of Atlanta Insurance Intermediaries Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 309599. Company registration number: 756681. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

WHO DOES IT COVER?

The person named as the policyholder in the **motor insurance policy** and who is also named as the policyholder in the **schedule** for this policy, together with any other person entitled to ride or drive the **motor vehicle** under the **motor insurance policy**.

KEY REQUIREMENTS

The **excess** covered under this policy must relate to a **claim** made under the **motor insurance policy** in respect of fire, theft, attempted theft or vandalism or an accident that was **your** fault or partly **your** fault, or where **you** have been unable to recover **your excess** from a liable third party within a six month period of the date of the **claim**.

YOUR RESPONSIBILITY

You must take reasonable care to:

- Supply accurate and complete answers to all the questions Swinton may ask as part of **your** application for cover under the policy;
- Make sure that all information supplied as part of **your** application for cover is true and correct;
- Tell Swinton 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 Swinton 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 Swinton 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

We strive to process most **claims** proactively upon receiving notification of a claim on **your motor insurance policy**, provided that the **excess** has been paid.

However, there are exceptions, particularly in cases handled as non-fault where **your excess** could be recuperated by a responsible third party. If **your** claim is settled as non-fault, yet **you** cannot recover **your excess** from a liable third party within six months, please contact **us** to register **your excess claim**. Should **you** subsequently recover **your excess** from a liable third party after being reimbursed by **us**, the reimbursed amount should be returned.

Claims can be reported via telephone. Please ensure to furnish as much detail as possible regarding the incident, including names, addresses of parties involved, and any pertinent information from the police if applicable.

Telephone: Call **us** at 0333 005 1807. **Our claims** line is open Monday - Friday 09:00 - 17:30

For swift settlement of **your claim**, payments will be directed to the bank account used for **your motor insurance policy**. If **you** prefer payment to be made to an alternate account please let **us** know.

OUR REGULATOR AND INSURER

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

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

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

PRIVACY STATEMENT

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

HOW TO MAKE A COMPLAINT

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

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

At Swinton our aim is to always exceed your expectations and to get things right, on time, every time. We also recognise that sometimes mistakes can happen and we get things wrong.

If you need to complain, please contact Swinton as follows:-

For any enquiry or complaint you may have regarding the sale of this policy:

- Starting a Live Chat - we're online 9am - 6pm Monday to Friday, and 9am - 5pm on Saturdays.
- Calling our team on 0161 233 3676
- Writing to us at: Complaints, Swinton, Complaints Department, Nile Street, Burslem, Stoke-On-Trent, ST6 2BA
- Completing our online complaints form. (www.Swinton.co.uk/contact-us)

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 241 9573**

Email: qualityteam@coplus.co.uk

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

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

You can contact them using the details below:

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

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

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

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

FINANCIAL SERVICES COMPENSATION SCHEME

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

SANCTIONS

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

DEFINITIONS

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in bold throughout the policy.

WORDING	MEANING
Annual aggregate limit	1. the value of your excess ; or 2. the sum of £500 (whichever is the lower amount) in relation to each settled claim under your motor insurance policy which occurs within the territorial limits during the period of insurance . You can claim under this insurance more than once during the period of insurance but we will only reimburse you up to a total of £500 in the policy period.
Claim(s)	An incident covered under your motor insurance policy arising as a result of: <ul style="list-style-type: none"> • fire, theft or attempted theft, flood or vandalism or an accident that was your fault or partially your fault; or • where you have been unable to recover your excess from a liable third party within a six month period of the date of the claim.
Excess	The amount you must pay in the event of a claim under the terms of your motor insurance policy , or the sum that is deducted from your settlement in the event of a total loss claim .
Insurer	Collinson Insurance.
Motor Insurance Policy	The insurance policy solely covering your motor vehicle , excluding any multi-vehicle or fleet policies.
Motor Vehicle	The motor vehicle owned/or leased by you , which is detailed in the motor insurance policy .
Period of insurance	The period of 12 calendar months beginning with the date of inception of this Return your excess insurance policy. All cover under this policy will automatically cease if there is no motor insurance policy in force covering your motor vehicle .
Schedule	The document issued as part of this policy document showing the name of the policyholder and gives detail of the cover provided by this policy.
Territorial limits	United Kingdom, Channel Islands and the Isle of Man, including transit by sea, rail or air directly between two of these places.
We/our/us	Motorplus Limited t/a Coplus acting on behalf of Collinson Insurance.
You/Your	The named holder of this policy, who lives in the territorial limits , together with any other person who is entitled to drive or ride the motor vehicle under the motor insurance policy .

COVER

WHAT IS COVERED?

The **insurer** will provide the insurance cover detailed in this policy document for **claims** made, subject to the terms, conditions and limitations shown below or as amended in writing by **us** during the **period of insurance**.

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

1. the value of **your excess**; or
2. the sum of £500

(whichever is the lower amount)

You can **claim** under this insurance more than once during the **period of insurance** but **we** will only reimburse **you** up to the **annual aggregate limit** of £500 during the period of cover. Once **you** have made **claims** which total the £500 limit, no further payments will be made under this policy in the policy period.

WHAT IS EXCLUDED?

1. Any **claim** that arises as a result of a deliberate action by **you** or anybody associated with **you**;
2. Any **claim(s)** exceeding the aggregate limit of £500 in any one **period of insurance** as shown on **your schedule**;
3. **Claims** following **your** use of alcohol or illegal drugs;
4. Any **excess** solely in respect of any breakdown, windscreen replacement or repair or glass replacement or repair **claims**;
5. Any **excess** payable on warranty policies;
6. Any **claim** made prior to the inception date of this policy or which is reported to **us** more than six months from the date **you** have paid or had **your excess** deducted from **your** settlement under **your motor insurance policy**;
7. Any **claim** in respect of any contribution or deduction from the settlement of **your** claim under **your motor insurance policy** which **you** are liable for, other than the stated **excess**;
8. Any **claims** where **you** cannot provide **us** with evidence from **your** main vehicle insurer which confirms the incident date (if not included on the excess evidence);
9. Any **claim** where **you** cannot provide **us** with evidence that **you** either paid or have had **your excess** deducted following **your** settlement by **your insurer** following a **claim**;
10. The **insurer** will not pay any **excess** in respect of theft or attempted theft of personal effects where there is no vehicle damage.

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. Vehicle Security

You must at all times take all reasonable steps to keep **your motor vehicle** safe, secure and protected from damage during the **period of insurance**;

2. Claims

a. **You** must respond to **us** promptly in all matters relating to a **claim**;

b. **You** may be required to provide **us** with evidence indicating that **you** either paid or had **your excess** deducted following your settlement by your insurer after a claim;

c. **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**;

d. If as a result of any **claim** against a third party **your excess** is recovered from that party or their insurers, **you** must refund to **us** any monies **we** have previously paid to **you** in respect of **your excess**;

3. Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to Swinton 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 Swinton, providing **you** have not made any **claims**, **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the period of cover provided.

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 Swinton 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

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

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

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.

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 Swinton 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.

COLLINSON INSURANCE PRIVACY NOTICE

How we use the information about you

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

- Meet our contractual obligations to **you**.
- Issue **you** this insurance policy.
- Deal with any **claims** or requests for assistance that **you** may have.
- Service **your** policy (including **claims** and policy administration, payments and other transactions).
- Detect, investigate and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect our legitimate interests.

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

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

The personal information we have collected from **you** will be shared with fraud prevention agencies and databases who will use it 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: 3 More London Riverside, London, SE1 2AQ

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

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

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

