



Motor Personal Injury and Accidental Death Plus Policy

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. 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** 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:

- a) 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;
- 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 please call **our** claims department immediately.

CALL: **0333 043 1325**

Please quote "Motor 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:

Trent Services (Administration) Ltd
Trent House
Love Lane
Cirencester
Gloucestershire, GL7 1XD

Telephone: 01285 626020

Email: admin@trent-services.co.uk

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote "Motor Personal Accident".

If **your** complaint about **your** claim cannot be resolved by the end of the third working day, **your** complaint will be passed to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0345 218 2685 or Email: customerrelations@ukgeneral.co.uk

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 UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

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

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000003ejWCjAAM

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** Motor Personal Injury and **Accidental** Death Plus 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 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

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

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 .
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 and recognised medical body. The consultant must be registered and practising in the territorial limits and must not be insured under this policy or your relative or employer.
Insured Vehicle:	Any private motor or motorcycle vehicle as defined in your motor insurance policy .
Insanity:	You being diagnosed as permanently and incurably insane as diagnosed according to the usual and customary standard of the registered medical profession.
Insurer:	UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Insurance SE.
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 they can see at three feet what they 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 valid motor or motorcycle insurance policy which has been issued to you for the insured vehicle .
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 on Page 5 of this document.
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.
Third Degree Burns:	Third Degree Burns to 15% or more of body surface or 50% of either hand surface.
We, Us, Our:	Motorplus Limited t/a Coplus
You, Your:	The individual named on the motor insurance policy schedule, any other person entitled to drive the vehicle insured under the motor insurance policy and any passengers of the vehicle.

Cover

If **you** sustain an **accidental bodily injury** or die during the **period of insurance**, the **insurer** will pay to **you**, (or, in the unfortunate event of **your** death, to **your** executors or administrator(s)) the amount specified in the Table of Benefits below after the total claim has been substantiated under this policy.

Table of Benefits:

<u>Insured Event</u>	<u>Sum Insured</u>
Accidental Death*	£30,000
Permanent Total Loss of Sight in One Eye or Both Eyes	£30,000
Permanent Loss of Limbs	£30,000
Permanent Loss of Hearing In both Ears	£30,000
Permanent Loss of Hearing In one Ear	£10,000
Permanent Total Disablement	£30,000
Loss of Limb below the Wrist or ankle	£10,000
Loss of Speech	£30,000

Additional Benefits under this policy:

<u>Insured Event</u>	<u>Sum Insured</u>
Fractured Bones	£500.00
Third Degree Burns	£3,000.00
Spinal damage	£7,500.00
Hospitalisation	£100 per day up to a maximum of 30 days
Personal Effects	Up to £150 for damage to your clothing and or personal effects. 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 the accident . 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.

* The benefit under **accidental** death is limited to £10,000 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 £240,000 and the maximum claim per **insured person** is £30,000.

General Conditions

1. Claims

When a claim or possible claim occurs, **you** must:

- i) Notify **us** as soon as possible;
- ii) Seek and follow advice from a registered medical practitioner and undergo any medical examination that **we** request;
- iii) In the unfortunate event of **your** death, **we** will be entitled to ask for, at **our** expense, a post-mortem examination;

- iv) **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):
- a) receipts for the cost of any medical treatment;
 - b) photographs of **your** injuries;
 - c) any written reports from where the **accident** took place;
 - d) police reports if the police attended the scene; or
 - e) any witness statements

2. Aggravated Physical Disability

If the consequence of an injury is aggravated by **your** physical disability or other condition which existed before the **accident** occurred, the amount of any compensation payable under this insurance in respect of the consequences of the **accident** shall be the amount which is considered would have been payable if such consequences had not been so aggravated.

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

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action. If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

5. Fraudulent Claims

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

- Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or 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.

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 when **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 from or associated with **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 hire or reward, racing, competition, trials, track days, speed testing or for any purpose in connection with the motor or motorcycle 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:
 - i) Irradiation, or contamination by nuclear material; or
 - ii) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
10. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
11. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
12. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable communications, interpretations, or processing by electronic or electromechanical data processing or other electronically 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.