



# Excess Protect Policy Wording

FJ/PW/EP/01/09/2025/V5010

**Coplus** 

 **Footman  
James**  
We share your passion



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# Excess Protect

## How to make a claim

In the event of a **excess** claim, please contact **us** as soon as reasonably possible (and in any case no later than 6 months after the date **you** have paid the **excess** or had the **excess** deducted from **your** settlement of **your insurance claim** under **your motor insurance policy**) giving **us** as much information as **you** can about what has happened to bring about the **insurance claim**. Please try to include the names and addresses of anyone else involved and any information provided by the police, if relevant.

Telephone: **0333 241 9573** Email: [claims@coplus.co.uk](mailto:claims@coplus.co.uk) Online claim form: [motorexcess.coplus.co.uk](http://motorexcess.coplus.co.uk)

Or **you** can write to **us** at: **Coplus Claims, Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich, NR1 3PA**

In order for **us** to help **you** more efficiently, please quote 'Motor Excess Protect' in all communications.

The claims line is open 24 hours a day, 365 days a year to assist **you**.

Any **insurance claim** involving theft or attempted theft, malicious damage and/or vandalism must be reported to the police.

## How to make a complaint

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

### Sale of the policy

If **your** complaint relates to the sale of this policy, please contact Footman James: Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill. DY5 1LX. Telephone on **0333 207 6000**.

### Claims

If **your** complaint is about the handling of an **excess** 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](mailto: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  
Telephone: **0800 023 4567** (free for people calling from a landline) or 0300 1239 123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Following this complaints procedure does not stop **you** from taking legal action.

## Our Regulator & Insurer

This policy is arranged by Footman James. **You** can write to Footman James at their registered office address:

Footman James, Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill. DY5 1LX.

Footman James is a trading name of Advisory Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Advisory Insurance Brokers Limited's FCA regulated number is 313250. **You** can check this by viewing the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

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](http://www.fca.org.uk).

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

## 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 an **insurance 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 **insurance claim**.

## Your Responsibility

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

- Supply accurate and complete answers to all the questions Footman James 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 Footman James 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 Footman James asks 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 an **excess** claim, or **we** may not pay any **excess** claim in full.

## Fraud

**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,
- 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.

Please read this policy carefully so that **you** understand the cover **we** are giving **you** and follow **our** rules. It's important that **you** keep this policy wording and **your** policy **schedule** in a safe place in case **you** need to look at them later.

## 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.

## Renewals

If **you** wish to renew this insurance policy please contact Footman James who will be able to discuss **your** requirements.



# Definitions

The following words shall have the meaning given below wherever they appear in **bold** in this document.

Wording	Meaning
<b>Excess</b>	The amount <b>you</b> must pay in the event of an <b>insurance claim</b> under the terms of <b>your motor insurance policy</b> , or the sum that is deducted from <b>your</b> settlement in the event of a total loss <b>claim</b> .
<b>Insurance Claim</b>	An incident covered under <b>your motor insurance policy</b> arising as a result of: <ul style="list-style-type: none"><li>• fire, theft or attempted theft, flood or vandalism or an accident that was <b>your</b> fault or partially <b>your</b> fault; or</li><li>• where <b>you</b> have been unable to recover <b>your excess</b> from a liable third party within a six month period of the date of the claim.</li></ul>
<b>Insurer</b>	Collinson Insurance.
<b>Motor Insurance Policy</b>	The motor insurance policy issued by Footman James
<b>Motor Vehicle</b>	The motor vehicle(s) insured by <b>you</b> which is detailed in the <b>motor insurance policy</b> .
<b>Period of insurance</b>	Cover will be effective from the date shown on <b>your schedule</b> of insurance. The duration of cover will be 12 months, unless <b>you</b> are purchasing this cover mid-term. If purchased mid-term the duration of cover will be for the remaining term of <b>your</b> main policy, as stated on <b>your schedule</b> of insurance.
<b>Schedule</b>	The document issued as part of this policy document showing the name of the policyholder and the cover provided by this policy.
<b>Territorial limits</b>	Worldwide.
<b>Terrorism</b>	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
<b>We/our/us</b>	Motorplus Limited t/a Coplus acting on behalf of Collinson Insurance.
<b>You/Your</b>	The named holder of this policy, who lives in Great Britain, Northern Ireland, Channel Islands or the Isle of Man, together with any other person who is entitled to drive or ride the <b>motor vehicle</b> under the <b>motor insurance policy</b> .



## What is covered?

Upon payment of the premium, the **insurer** will pay **you**:

1. the value of **your excess**; or
2. the sum specified in **your policy schedule**  
(whichever is the lower amount)

In relation to each settled **insurance claim** under **your motor insurance policy** which occurs within the **territorial limits** during the **period of insurance**. The cover provided under this policy will continue during the **period of insurance** until the maximum total sum stated on **your schedule** has been paid to **you**.

**You** can claim under this insurance more than once during the **period of insurance** for **your motor vehicle(s)** but **we** will only reimburse **you** up to a total aggregate limit shown in **your policy schedule**.

## What is excluded?

1. Any **excess** claim(s) exceeding the aggregate limit stated on **your schedule** in any one **period of insurance**;
2. The **insurer** will not pay any **excess** solely in respect of any windscreen or glass damage **insurance claim**;
3. The **insurer** will not pay any **excess** payable on warranty policies;
4. The **insurer** will not pay any **excess** in respect of theft or attempted theft of personal effects where there is no vehicle damage;
5. Any **insurance claim** that **your main motor insurance policy** does not apply to or where the **excess** is not exceeded;
6. Any claim that **your motor insurance policy** does not respond to;
7. Any **excess** claim where **you** cannot provide **us** with evidence from **your main motor insurer** which confirms the incident date (if not included on the **excess** evidence);
8. Any **excess** claim where **you** cannot provide **us** with evidence that **you** have either paid or have had **your excess** deducted following **your** settlement by **your insurer** following an **insurance claim**.



# 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.

## Claims

- a) **You** must keep **us** fully informed at all times of all matters relating to the **insurance claim** and report all **excess** claims to **us** as soon as reasonably possible, and in any case no later than 6 months after the date **you** have paid the **excess** or had the **excess** deducted from **your** settlement of **your insurance claim** under **your motor insurance policy**;
- b) **You** must respond to **us** promptly in all matters relating to a **excess** claim;
- c) **You** must provide **us** with evidence that **you** either paid or have had **your excess** deducted following **your** settlement by **your** insurer following an **insurance claim**;
- d) **You** must provide **us** with correspondence from **your** main motor insurer which confirms the incident date (if not included on the **excess** evidence)
- e) All **insurance claims** involving theft or attempted theft, malicious damage and/or vandalism to **your motor vehicle** must be reported to the police;
- f) **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;
- g) 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**.



## Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please call Footman James 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 Footman James, 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 Footman James ask.
- f) **You** do not or are not willing to co-operate in the event of a claim.

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.

## 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.



# General Exclusions

The following exclusions apply to all sections of this insurance contract:

1. Any **excess** claims which are as a result of **your motor vehicle** being used and/or driven for the purpose of racing, pacemaking or trials;
2. Any **excess** payable under **your motor insurance policy** other than for **excess** claims as defined in this policy;
3. Loss or damage arising as a consequence of:
  - a) War, invasion, act of foreign enemies, **terrorism**, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
  - b) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
  - c) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. Any loss, injury, damage, or legal liability arising directly or indirectly from:
  - a) The failure of any computer or other electrical component to correctly recognise any date as its true calendar date.
  - b) Computer viruses.



# Important Information

## 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.

## 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.

## 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.

## 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](http://www.fscs.org.uk) or by telephoning **020 7741 4100**.

## Footman James Fair Processing Notice

### Use of Personal Data

**All references to WE, US and OUR in this 'Use of personal data section' are to Footman James and Advisory Insurance Brokers Limited as the Data Controller**

Footman James, a trading name of Advisory Insurance Brokers Limited is the Data Controller of the personal data (information) **you** provide to us. We may share **your** information within The Ardonagh Group. We will use **your** personal information to:

- assess and provide the products or services that **you** have requested
- communicate with **you** in relation to servicing and administering **your** product
- develop new products and services
- undertake statistical analysis to help us improve our services and products
- provide additional assistance for these products or services
- notify **you** of important changes to products and functionality changes to our websites.

From time to time we may use **your** information to provide **you** with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group, subject to relevant marketing regulations and permissions.

We follow strict security procedures in the storage and disclosure of **your** personal information in line with industry practices.

Further information is included in our Fair Processing Notice full details of which can be found here [www.footmanjames.co.uk/fair-processing-notice](http://www.footmanjames.co.uk/fair-processing-notice). This gives **you** more information on who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs **you** of certain rights **you** have regarding **your** personal information. If **you** are unable to access this website, we can send the Fair Processing Notice to **you** at no cost.

In the event **you** or any individual whose personal data we process is unhappy with how we or the Ardonagh Group is treating their personal data or have any general data protection queries, such queries and complaints should be sent to our Data Protection Officer. This can be done via email to [advisorydataprotection@ardonagh.com](mailto:advisorydataprotection@ardonagh.com) or in writing to The Data Protection Officer, Ardonagh Advisory, Suite M, The Octagon, Colchester CO1 1TG, United Kingdom.

## Coplus Privacy Statement

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

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

### Processing your data

**Your** data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **you** have with **us**.

- Is in the public or **your** vital interest: or
- For **our** legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

### How we store and protect your information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union.

**We** will need to keep and process **your** personal information during the **period of insurance** and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

**We** also have security measures in place in **our** offices to protect the information that **you** have given **us**.

### How you can access your information and correct anything which is wrong

**You** have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information please contact **us** by email or letter as shown below:

Email address: [data.protection@collinsongroup.com](mailto:data.protection@collinsongroup.com)

Postal Address: 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/>.





**Footman  
James**  
We share your passion

Footman James  
Waterfront Business Park,  
First Floor, Unit 7,  
Waterfront Way,  
Brierley Hill DY5 1LX  
Tel. 0333 207 6114  
[footmanjames.co.uk](http://footmanjames.co.uk)



**Investor in  
Customers®**  
Gold 2024



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