



Excess Protect Policy Wording

FJ/PW/EP/01/08/2023/V5008

Coplus 



**Footman
James**
We share your passion



Excess Protect

How to make a claim:

In the event of a **claim**, please contact **us** as soon as reasonably possible (and in any case no later than 30 days after the date **you** have paid the **excess** or had the **excess** deducted from **your** settlement of **your** claim under **your motor insurance policy**) 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, if relevant.

Telephone: **0333 241 9573** Email: claims@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 **claim** involving theft or attempted theft, malicious damage and/or vandalism must be reported to the police and a valid crime reference obtained.

Our Regulator & Insurer

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

Footman James, Castlegate House, Castlegate Way, Dudley, West Midlands, DY1 4TA.

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.

This insurance is managed 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.

Any reference to '**we**', '**us**' and '**our**' are to the insurer named on the schedule.



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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:

- a) supply accurate and complete answers to all the questions Footman James may ask as part of **your** application for cover under the policy;
- b) make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell Footman James 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 Footman James 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 to Footman James 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.

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.

Renewal procedure

The term of **your** Excess Protect policy is stated on **your** schedule and this policy will end as on the expiry date unless **you** renew **your** policy. If **you** wish to renew this insurance, please contact Footman James who will be able to discuss **your** requirements.



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
Claims	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	Astrenska Insurance Limited.
Motor Insurance Policy	The motor insurance policy issued by Footman James
Motor Vehicle	The motor vehicle(s) owned and insured by you which is detailed in the motor insurance policy .
Period of insurance	Cover will be effective from the date shown on your schedule of insurance. The duration of cover will be 12 months, unless you are purchasing this cover mid-term. If purchased mid-term the duration of cover will be for the remaining term of your main policy, as stated on your schedule of insurance.
Territorial limits	United Kingdom, Channel Islands, Isle of Man, The European Union, Iceland, Norway, Switzerland, and Liechtenstein including transit by sea, rail or air directly between two of these places.
Terrorism	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
We/our/us	Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited.
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 .



What is covered?

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

1. the value of **your excess**; or
2. the sum stated on **your** schedule

(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**. 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 **claim** that arises as a result of a deliberate action by **you** or anybody associated with **you**;
2. Any **claim** involving theft or attempted theft, malicious damage and/or vandalism to **your motor vehicle** which has not been reported to the police and a valid crime reference obtained;
3. Any **claim(s)** exceeding the aggregate limit stated on **your** schedule in any one **period of insurance**;
4. Any claim that arises as a result of a deliberate action by **you** or anybody associated with **you**;
5. The **insurer** will not pay any **excess** solely in respect of any windscreen or glass damage **claims**;
6. The **insurer** will not pay any **excess** payable on warranty policies;
7. The **insurer** will not pay any **excess** in respect of theft or attempted theft of personal effects;
8. Any **claim** that **your main motor insurance policy** does not apply to or where the **excess** is not exceeded;
9. Any **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);
10. Any **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 a 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.

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 keep **us** fully informed at all times of all matters relating to the **claim** and report all **claims** to **us** as soon as reasonably possible, and in any case no later than 30 days after the date **you** have paid the **excess** or had the excess deducted from **your** settlement of **your claim** under **your motor insurance policy**;
- b) **You** must respond to **us** promptly in all matters relating to a **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 a 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 **claims** involving theft or attempted theft, malicious damage and/or vandalism to **your motor vehicle** must be reported to the police and a valid crime reference obtained;
- 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**;

3. 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.

If the **insurer** cancels the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

4. Arbitration Clause

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

If a disputed **claim** is not referred to arbitration within 12 months of **your claim** being turned down, **we** will treat the claim as abandoned.

5. Fraudulent Claims

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

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

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

6. Statutory Regulations

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

7. Severability Clause

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

8. Acts of Parliament

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



General Exclusions

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

1. Any **claims** that occur whilst **your motor vehicle** is being used and/or driven for the purposes of racing, pacemaking or trials;
2. Any **excess** payable under **your motor insurance policy** other than for **claims** as defined in this policy;
3. 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;
4. Any direct or indirect consequence of **terrorism** as defined by the Terrorism Act 2000 and any amending or substituting legislation;
5. 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;
6. 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.



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.

Fraud prevention, detection & 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.

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.

How to make a complaint

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a **claim you** should follow the Complaints Procedure below:

Sale of the policy:

If **your** complaint relates to the sale of this policy, please contact Footman James: Castlegate House, Castlegate Way, Dudley, West Midlands, DY1 4TA. Telephone on **0333 207 6000**.

Claims:

If **your** complaint is about the handling of a **claim**, please contact:

The Quality Assurance Manager, Coplus, Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich NR1 3PA

Telephone: **0333 241 9573** Email: qtmil@coplus.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten employees.

You may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Tel: **0300 123 9123**

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

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also raise your complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Astrenska Insurance Limited cannot meet their obligations. This depends on the type of business and the circumstances of the **claim**. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme

arrangements from the FSCS or visit www.fscs.org.uk

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

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. 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 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>

Why do we process your data?

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

What information do we collect about you?

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

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

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/>



Footman James
Castlegate House,
Castlegate Way,
Dudley,
West Midlands DY1 4TA.
Tel. 0333 207 6114
footmanjames.co.uk



Footman James is a trading name of Advisory Insurance Brokers Limited. Registered in England No. 4043759. Registered Address: 2 Minster Court, Mincing Lane, London, EC3R 7PD. Authorised and regulated by the Financial Conduct Authority. Telephone calls may be monitored or recorded.