

Platinum Motor Legal Protector

This insurance policy has been arranged on **You** 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.

Coplus is a trading name of Motorplus Limited. Registered in England and Wales with Company No. 03092837. Head Office: Floor 2, Norfolk ToWer, 48-52 Surrey Street, Norwich NR1 3PA. Registered Office: Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire PR7 7NA. Motorplus Limited is authorised and regulated by the Financial Conduct Authority (309657). MLCB-0010 Page 1 To make a claim: Call: 0333 241 3393 Email: bpclaims@coplus.co.uk Address: Coplus, Norfolk ToWer, 48-52 Surrey Street, Norwich, NR1 3PA Claims **must** be reported as soon as possible after the **Insured event**. Contents

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Who does it cover?

- The policyholder;
- Any other person entitled to ride or drive the **Vehicle** covered under the **Motor insurance policy**.

What criteria apply?

- The policyholder **must** have valid motor insurance throughout the duration of the motor legal expenses insurance;
- The **Vehicle** **must** be specified in the **Motor insurance policy** and driven or ridden by a person entitled to do so.

Your responsibility

You must take reasonable care to:

- supply accurate and complete **ansWers** to all the questions **Your** insurance broker 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 **Your** insurance broker 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 **Your** insurance broker may ask 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 **Your** insurance broker 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.

Legal Advice Helpline

Your call will be **ansWered** 24 hours a day to provide **You** with confidential telephone advice about any personal legal problem in the United Kingdom, Isle of Man or Channel Islands. Please note that **We** may need to arrange a call back if **You** need specialist legal advice.

To contact the helpline, call: 0333 241 3381 quoting the reference 'Motor Legal Expenses'.

How to make a claim

Any person who is covered by this policy may make a claim. In the event of a claim, please contact **us** as soon as is practicable after the date of the **Insured event**, giving **us** as much information as **You** can about what has happened before **You** incur any costs.

On receipt of **Your** claim, **We** will estimate the likely value of **Your Legal action** and determine whether it is a **Small claim**. In the event that it is a **Small claim**, **We** will allocate **Your Legal action** to a **Claims handler** for **Assistance services** and all other **Legal actions** to a **Panel solicitor** according to General Condition 2.

Telephone: 0333 241 3393

Email: bpclaims@coplus.co.uk

Or **You** can write to **us** at:

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

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

In order for **us** to help **You** more efficiently, please quote 'Motor Legal Expenses' in all communications.

If an accident occurs:

- Write down the details of each **Vehicle** and driver;
- Take the names and addresses of any witnesses;
- Take photographs of the incident if it is safe to do so; and
- Make a note of any CCTV coverage in the area.

Please remember:

In the event of a **Legal action** for personal bodily injury, **We** have the right to have a medical examination carried out on any injured person at **our** expense.

Important

Please do not appoint **Your** own representative before **We** have accepted **Your** claim. If **You** do so, **We** will not be liable for any costs incurred even if **We** subsequently accept **Your** claim.

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:

If **Your** complaint relates to the sale of this policy, please contact **Your** insurance broker.

If **Your** complaint relates to a claim, please contact **us** at:
Quality Assurance Manager

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

Telephone: 0333 241 9580

Email: qtmial@coplus.co.uk

It will assist **us** in handling **Your** complaint quickly if **You** can please have **Your** claim reference available when **You** call **us**. If for any reason it is not possible for **us** to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This applies if **You** are an individual, or in a **business** capacity if **Your** annual turnover is up to EUR 2,000,000 and **You** have **feWe**r than 10 members of staff.

You can contact the Financial Ombudsman Service at:
The Financial Ombudsman Service
Exchange To**We**r
London
E14 9SR

Telephone: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE 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.

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 |
|------------------------------------|---|
| Adverse costs | Any Legal costs , including profit costs, Disbursements , VAT and interest, which You are ordered to pay by order of the court or have agreed with the Opponent to pay with our prior written agreement. These may include for example, the Opponent's solicitor's fees, barrister's fees or expert's fees. |
| Appointed representative(s) | The Panel solicitor or Non-Panel solicitor , solicitors' firm, barrister or other suitably qualified person appointed or approved by us to act on Your behalf. |
| Assistance services | Uninsured loss recovery and other services provided by the Claims handler for Small claims |
| Civil proceedings | Civil court , civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom, the Isle of Man and the Channel Islands. |
| Claims handler | Us or a suitable third party appointed by us to act on Your behalf where Your Legal action is a Small claim . |
| Damages | Any Uninsured losses incurred in connection with an Insured event and/or any sum that a court says Your Opponent must pay or money Your Opponent agrees to pay to settle Your Legal action . |
| Disbursements | Any costs reasonably incurred by an Appointed representative or the Claims handler on Your behalf in connection with Your Legal action in respect of services supplied by a third party. Disbursements may include, for example, barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees. |
| Insured event | Section 1 – Uninsured Loss Recovery An incident which gives rise to a Legal action which occurs within the Period of |

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| | <p>insurance and within the Territorial limits involving the Vehicle and the Vehicle of a third party (including collisions) which:</p> <ul style="list-style-type: none"> i) causes damage to Your Vehicle; and/or ii) causes damage to any personal belongings within or on the Vehicle; and/or iii) causes Your death or bodily injury whilst You are travelling in or on the Vehicle, or getting into or out of or on or off the Vehicle; and/or iv) any other Uninsured losses (including but not limited to alternative transportation costs, should Your Vehicle be unusable following an accident and loss of earnings as a result of an accident requiring You to take time off work). <p>All other sections An incident which gives rise to a claim under this policy as described more fully within the cover sections of this document.</p> |
| 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. |
| Legal action | The pursuit of losses or Damages against a third party arising from an Insured event . |
| Legal costs | Professional legal fees and/or expenses reasonably incurred by the Appointed representative or the Claims handler whilst acting for You in the pursuit of a Legal action and which You are bound to pay. |
| Motor insurance policy | The policy of motor insurance for Your Vehicle which has been issued in accordance with the requirements of the Road Traffic Act 1988. |
| Non-Panel solicitor | A solicitor appointed by You and approved by us to represent You following an Insured event which is not a Panel solicitor . |
| Opponent | The third party responsible for the accident or collision which has given rise to an Insured event under this policy and against whom You wish to bring a Legal action . |
| Panel solicitor | A solicitor recommended by us to You in the event of a Legal action , to act on Your behalf and provide assistance. |
| Part 36 Offer | Any offer made to settle a Legal action , where blame is accepted or not, made by either party throughout the Legal action . To be accepted, the offer must: <ul style="list-style-type: none"> • be in writing; • call itself a Part 36 Offer; • be open for at least 21 days, when the offeror will pay the Opponent's costs, if accepted; • specify if the offer covers the whole Legal action, part of it, or an issue that arises in it and, if so, which; • advise whether any counterclaim is factored in. |
| Period of insurance | The period of 12 calendar months beginning with the date of inception of this Motor Legal Expenses Policy. |
| Proportionate | Where the costs of pursuing a Legal action do not exceed the value of the likely award of Damages . When deciding whether the Legal action is Proportionate We will consider the factors set out in General Condition 9. |
| Reasonable prospects | A greater than 50% chance that You will be successful in Your pursuit and that You will make a successful recovery. |

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| Small claim | A Legal action which We determine would be, or is actually allocated to the Small claims track by a court under the Civil Procedure Rules as amended from time to time. The Small claims track is the procedure for making low value claims for Damages where the recovery of Legal costs is limited. The limit under which a Legal action is determined to be a Small claim is set by the Civil Procedure Rules and may change from time to time. |
| Territorial limits | Section 1 & 2 The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey. All Other Sections The United Kingdom, the Isle of Man and the Channel Islands. |
| Uninsured losses | Any loss directly arising from an Insured event that is not covered by any other insurance policy. |
| Vehicle | The Vehicle(s) specified in the Motor insurance policy which was being driven or ridden by a person entitled to drive or ride it, together with any caravan or trailer attached to the Vehicle at the time of any event which gives rise to a Legal action . |
| We/our/us | Motorplus Limited t/a Coplus. |
| You/Your | The named holder of this policy, who lives in the United Kingdom, the Channel Islands or the Isle of Man, together with any other person who is entitled to drive or ride the Vehicle under the Motor insurance policy who is also resident in United Kingdom, Northern Ireland, the Channel Islands or the Isle of Man (including any other person who is a passenger or pillion passenger in or on the Vehicle). |

Cover

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| Section 1 - Uninsured Loss Recovery | |
| What is Covered? | |
| 1. Upon payment of the premium; the insurer will indemnify You as follows: | |
| <ul style="list-style-type: none"> a) provided that condition 2 below of this Cover section applies, for any Legal action which is not a Small claim, the Legal costs, Adverse costs and Disbursements incurred in bringing a Legal action against a third party in consequence of an Insured event up to a limit of £100,000 for any one Insured event; and b) provided that condition 2 below of this Cover section applies, for any Legal action which is a Small claim, the Legal costs, Adverse costs and Disbursements incurred in bringing a Legal action against a third party in consequence of an Insured event up to a limit of £500 for any one Insured event. | |
| 2. The indemnity set out in condition 1 of this Cover section above shall only apply where the Legal action : | |
| <ul style="list-style-type: none"> a) relates to an Insured event; b) has been notified to us as soon as practicable after the date of the Insured event; and c) can be dealt with by a court of competent jurisdiction within the Territorial limits. | |
| We will cover You for costs incurred in recovering Uninsured losses including, for example: | |
| <ul style="list-style-type: none"> a) policy excess and other financial losses; b) Vehicle repairs if Your Vehicle is damaged in an accident; c) costs of a hire car, should one be necessary; d) Vehicle recovery if Your Vehicle is stranded following an accident. | |
| Cover Conditions | |

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| We will provide this cover provided that: |
| <ul style="list-style-type: none"> a) Any claim is reported to us as soon as practicable following an Insured event. We shall have the right to reject any claim under this policy where Your delay in notifying us has adversely affected the likely outcome of Your claim; b) Your Legal action has Reasonable prospects of success; c) The Legal action can be pursued in a Proportionate manner, unless otherwise agreed by us; d) d) The Insured event occurred within the Territorial limits and within the Period of insurance; e) The Insured event was the fault of the Opponent; f) You do not deliberately mislead us, the Claims handler or the Appointed representative or exaggerate the claim and/or Legal action or bring any false or contrived claims and/or Legal action; g) We have given written approval to pursuing a Legal action prior to You commencing any legal proceedings or making an appeal; h) You follow our, the Claims handler's or the Appointed representative's advice and provide any information they ask for; i) Your Appointed representative follows the requirements set out in the Appointed representative conditions. |

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| Section 2a – Motor Prosecution Defence | |
| What is Covered? | |
| The insurer will cover Legal costs up to £100,000 to defend a Legal action in respect of a motoring offence arising from Your ownership or use of the Vehicle where You are facing suspension or disqualification of Your driving licence, provided Your Vehicle was being used within the Territorial limits . | |
| This includes but is not limited to the potential suspension of Your driving licence under the “totting up” procedure. | |
| Cover includes costs in respect of pleas in mitigation, provided that there is a more than 50% prospect that such a plea will materially affect the outcome. | |
| You must advise us of Your summons no later than 7 days after receiving it. | |
| What is not Covered? | |
| <ul style="list-style-type: none"> a) Any claims made in respect of parking offences or obstruction, for which You receive no penalty points against Your licence, or any claims involving Your dishonesty; b) Any claims made when You have been driving or riding the Vehicle without valid motor insurance; c) Any claims made when You qualify for legal aid; d) More than two claims in any one Period of insurance; e) Any prosecutions brought against You where You are alleged to be under the influence of alcohol and/or drugs; f) Any Legal costs and expenses covered by Your Motor insurance policy. | |

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| Section 2b – Vehicle Cloning and Illegal Towing and Clamping | |
| What is Covered? | |
| The insurer will cover Legal costs : | |
| <ol style="list-style-type: none"> 1. up to £25,000 to defend a Legal action in respect of a motoring offence arising from the illegal use of Your Vehicle's identity by another person or organisation; and 2. up to £2,500 in any one Period of insurance in respect of Legal costs incurred in pursuing the recovery of illegal clamping or towing fees in relation to the Vehicle. | |
| What is not Covered? | |
| <ul style="list-style-type: none"> a) Claims occurring where the Vehicle's identity has been copied by someone living with You; b) Any claims made less than 30 days from the date of inception of this policy unless comparable insurance was previously in place and cover continues uninterrupted; c) Claims following any dishonest, fraudulent or criminal act by You or someone living with You; and | |

- d) d) Any losses other than **Legal costs** incurred by **You** as a result of **Vehicle** cloning.

Section 3 – Motor Contract Cover

What is Covered?

The insurer will provide cover in respect of the **Legal costs** incurred by taking or defending a **Legal action** as a result of an event arising from any contract that **You** have to:

1. buy, hire or sell the **Vehicle** or any of its parts or accessories; or
2. service, repair or test the **Vehicle** in any way.

The insurer will provide cover provide that:

- a) the contract was entered into within the **Territorial limits**;
- b) the dispute first arose within the **Period of insurance**; and
- c) c) any **Legal action** is brought within the **Territorial limits**;

What is not Covered?

- a) Any claims made less than 90 days from the date of inception of this policy unless comparable insurance was previously in place and cover continues uninterrupted. This is not applicable if a claim relates to goods and services that are brand new, and being purchased after the inception date of this policy.
- b) Any claim made where the amount in dispute is less than: i. £1,000 for buying or selling the **Vehicle**; ii. £500 for hiring the **Vehicle**; and iii. £250 for servicing, repairing or testing the **Vehicle**.
- c) Any dispute over the amount of money or other compensation due under an insurance policy.
- d) Any dispute arising from an allegation of dishonesty against **You**.
- e) Any dispute arising following **Your** deliberate breach of a contract.
- f) f) More than two claims in any one **Period of insurance**.

Section 4 – Motor Database Disputes

What is Covered?

The insurer will cover **Legal costs** up to a maximum of £10,000 to represent **You** in a dispute with the police or government agency if:

1. the **Vehicle** is seized due to a failure in communication between **Your** insurer and the Motor Insurance Database;
2. if incorrect information is held/recorded on a motoring database about **Your** driving record (e.g. driving licence, claims, convictions); or
3. 3. if incorrect information is held about the **Vehicle**, which adversely affects **You**.

What is not Covered?

- a) Any error or omission by **You** which means that the information held on any motoring databases is incorrect;
- b) b) More than two claims in any one **Period of insurance**.

General conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable in order for **Your** insurance to remain in full force and effect.

1. Claims

- a) **You** will give notice to **us** as soon as practicable following an **Insured event**;
- b) **You** will take all steps necessary to assist in the recovery of **Legal costs**, **Disbursements** and **Adverse costs** from a third party where appropriate and where **You** are able to do so;
- c) All **Legal costs**, **Disbursements** and **Adverse costs** may be subject to an independent assessment to ensure that they have been incurred reasonably;
- d) All **Legal costs**, **Disbursements** and **Adverse costs** and any other costs may only be incurred with **our** prior consent;
- e) **Legal costs**, **Disbursements** and **Adverse costs** will not be paid on an interim basis throughout a **Legal action**;
- f) **You** will not enter or offer to enter into any negotiation to settle the **Legal action** without **our** prior written approval to do so;

- g) **You** will not unreasonably withhold consent for **Your Claims handler** or **Appointed representative** to make an offer to settle the **Legal action**. This includes agreeing to settle by way of a **Part 36 Offer**;
- h) If an offer of settlement (which may include a **Part 36 Offer**) is made that **We**, the **Claims handler** or the **Appointed representative** would deem fair and **You** do not accept it, the insurer will not be liable for any further costs incurred;
- i) **You** will not withdraw from any **Legal action** without **our** permission to do so;
- j) **You** must attend court or any expert examination where asked to do so;
- k) In some circumstances, where **We** decide it is appropriate, the insurer may elect to pay **You** the sum of **Damages** that **You** are seeking and then end or not begin **Civil proceedings**, and the insurer will not be liable for any further costs incurred;
- l) **We** reserve the right to:
 - i) take over any **Legal action** or **Civil proceedings** at any time and conduct them in **Your** name;
 - ii) negotiate or settle any **Legal action** or **Civil proceedings** on **Your** behalf;
 - iii) contact **You** directly at any point concerning **Your Legal action**.
- m) **You** must respond to **us** promptly in all matters relating to a claim and/or **Legal action**, within 14 days unless **We** are satisfied that there is a reason why this is not possible.

2. Claims handler and Appointed representative

- a) For **Legal actions** which are not **Small claims**, before legal proceedings are issued, **We** will instruct a **Panel solicitor** to act for **You** to pursue or settle any **Legal action** **We** have accepted in accordance with the terms and conditions of this policy;
- b) For **Legal actions** which are **Small claims**, before legal proceedings are issued a **Claims handler** will be instructed to act for **You** to pursue or settle any **Legal action** **We** have accepted in accordance with the terms and conditions of this policy;
- c) For any **Legal action**, should legal proceedings need to be issued or where there is a conflict of interest, **You** can appoint a **Non-Panel solicitor** of **Your** own choice. **You** must inform **us** in writing of the full name and address of the representative **You** want to act for **You**;
- d) If **You** appoint a **Non-Panel solicitor** then the **Non-Panel solicitor** must agree to the terms specified in section 2e. If there is any dispute over **Your** choice of **Non-Panel solicitor** **We** will ask **You** to nominate an alternative. If, after **You** have done so, **We** are still not able to agree, **You** may escalate the matter in accordance with General Condition 5 – Arbitration of this policy. Until the complaint has been resolved, or until such time as an arbitrator has reached a decision, **We** shall be entitled to appoint a **Panel solicitor** in order to protect **Your** interests in any legal proceedings;
- e) If **You** do choose to appoint **Your** own **Non-Panel solicitor**, this insurance will not cover **Legal costs** and **Disbursements** greater than the costs that **our Panel solicitor** would charge in equivalent circumstances. For **Your** information, this means that **We** would take into account the seriousness of the **Legal action** and the location and class of **Non-Panel solicitor** that **You** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess each case on its merits, and may agree to pay additional fees if **We** feel the situation warrants it. This will remain entirely at **our** discretion;
- f) The **Appointed representative** or **Claims handler**, if appropriate, will have direct contact with **us** and must fully cooperate with **us** at all times, and **You** must cooperate with **Your Appointed representative** or **Claims handler**, providing all necessary information and assistance to them as required;
- g) Any **Non-Panel solicitor** that **You** appoint must sign **our** standard terms of appointment and adhere to all of its terms;
- h) **We** will not pay any **Legal costs** of any **Appointed representative**, other than a **Panel solicitor**, prior to the issue of **Civil proceedings** or a conflict of interest arising;
- i) **You** agree to **us** having access to the **Appointed representative's** or the **Claims handler's** file relating to **Your**

Legal action. You will be considered to have provided express consent to us or our appointed agent to access the file for auditing, quality and cost control purposes.

- 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.

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. Counsel's Opinion

In the event that there is a dispute over the prospects of success for Your claim, We may at any time require You at Your expense to obtain the opinion of an independent barrister on the **Reasonable prospects** of Your claim being successful and **Proportionate**. If We subsequently agree to accept or continue with the claim, the reasonable costs of obtaining this opinion will be covered under this policy.

5. 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.

6. Fraudulent Claims

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

- fails to reveal or hides a fact likely to influence whether We accept Your proposal, Your renewal, or 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;

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

7. Statutory Regulations

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

8. Severability Clause

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

9. Proportionality

When deciding whether it would be **Proportionate** to bring a **Legal action** We will consider the following:

- a) the prospects of success and the likely costs of pursuing the **Legal action**;
- b) the amount claimed and the amount of **Damages** that are likely to be recovered;
- c) the amount of **Adverse costs** that We would be likely to pay if the **Legal action** was unsuccessful;
- d) the prospects of enforcing a judgment or agreement; the cost of the representation used to provide assistance to You in bringing a **Legal action**, prior to legal proceedings being issued; and
- e) any other relevant factor which We would consider reasonable to do so in the circumstances.

10. 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 Claim:

- a) where the date of the **Insured event** is before the date of inception of this policy;
- b) brought against You;
- c) that is not notified to us as soon as is practicable following an **Insured event**. We shall have the right to reject any claim under this policy where Your delay in notifying us has adversely affected the likely outcome of Your **Legal action**;
- d) if at the time You make a claim under this policy there is any other insurance covering the same liability, We will not be liable to pay or contribute more than our proportion of any **Legal action** and the **Legal costs, Disbursements** and **Adverse costs** in connection with this;
- e) where the **Opponent** cannot be traced or identified;
- f) in excess of the limit of indemnity of £100,000 for **Legal costs, adverse cost** and **Disbursements** for any **Legal action** which is not a **Small claim** for any one claim on this policy;
- g) in excess of the limit of indemnity of £500 for **Legal costs, Adverse costs** and **Disbursements** for any **Legal action** which is a **Small claim** for any one claim on this policy;
- h) costs incurred after We have advised You that Your **Legal action** is best settled by means other than **Civil proceedings**;

2. The balance of **Legal costs, Disbursements and Adverse costs** in excess of what has previously been agreed;

3. **Legal costs, Disbursements and Adverse costs** incurred whilst **You** are bankrupt, in administration or in receivership, or if **You** have entered into a voluntary agreement with creditors

4. Any claim that arises as a result of a deliberate action by **You** or anybody associated with **You**;

5. Any claim relating to violence or dishonesty on **Your** part;

6. Any **Legal costs** of any **Appointed representative**, other than a **Panel solicitor** or **Claims handler**, prior to the issue of **Civil proceedings** or a conflict of interest arising;

7. Any **Legal costs, Disbursements and Adverse costs** relating to any event giving rise to a **Legal action** and/or leading to **Civil proceedings** which are not identified in the cover section of this policy, including but not limited to:

- a) costs paid directly to the **Appointed representative** prior to **our** approval;
- b) anything relating to a road traffic accident not covered by **Your** primary **Motor insurance policy**, or from **Your use** or alleged **use** of alcohol and/or drugs;
- c) matters where **You** intend to represent **Yourself** during a **Legal action**;
- d) any **Legal costs, Disbursements and Adverse costs** incurred in any appeal proceedings, unless the insurer agreed to cover the original **Legal action**, **We** deem that the matter has **Reasonable prospects** and **We** are notified of the decision to appeal at least 7 days before the deadline to appeal;
- e) any enforcement proceedings or procedure arising from a successful outcome where settlement is not then made, unless relating to **Legal action** concluded successfully under this policy;

8. No indemnity for **Legal costs** or **Disbursements** payable to or incurred by a **Non-Panel solicitor** will be provided unless General Conditions 2 (d) and (e) apply;

9. Any direct or indirect consequence of:

- Irradiation, or contamination by nuclear material; or
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or **Weapon** which employs atomic or nuclear fission or **fusion** or other comparable reaction or radioactive force or matter;

10. 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. Compensation awarded to a person or group bringing a claim against **You**;

13. Any claims made in respect of **Your use** or alleged **use** of a mobile telephone whilst driving, unless the telephone is **used** via handsfree mode;

14. Claims arising from or associated with the **use** of **Your Vehicle** for racing, rallies, pacemaking or trials;

15. Judicial review;

16. Proceedings before, or reference to the European Court of Justice or the European Court of Human Rights; 17.

If **We**, the **Claims handler** or the **Appointed representative** do not believe there are **Reasonable prospects** in pursuing **Your Legal action**,

the insurer will not pay for any costs arising from a subsequent or additional **Legal action** to determine **Reasonable prospects**;

18. 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.

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**.

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** Motor Legal Expenses 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.

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.

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.

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 is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

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>.

UK General Insurance Limited Privacy Notice

We are UK General Insurance Limited, referred to as "**We/us/our**" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is Z7739575.

This privacy notice is relevant to anyone who **uses our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as "**You/Your**" in this notice. **We** are dedicated to being transparent about what **We** do with the information that **We** collect about **You**. **We** process **Your** personal data in accordance with the relevant data protection legislation.

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.

UK General's full privacy notice

This notice explains the most important aspects of how **We** use **Your** data. **You** can get more information about this by viewing **our** full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing **us** at dataprotection@ukgeneral.co.uk. Alternatively, **You** can write to **us** at: Data Protection, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Great Lakes Insurance SE Information Notice

Personal Data provided in connection with this policy will be **used** and processed in line with the Information Notice. A copy of this is available at <https://www.munichre.com/en/service/privacy-statement/index.html>.

ADDITIONAL MOTOR CLAIMS SERVICE BENEFITS

In purchasing **our** Platinum Motor Legal Expenses Insurance, **You** are automatically entitled to a number of additional services to ensure that **You** are fully taken care of in the event of a motor accident. The benefits are listed below.

How to use our additional services

In the event of an incident, please contact **us** as soon as possible giving **us** as much information as **You** can about what has happened to bring about a claim.

If **You** have purchased **our** Legal Expenses Insurance policy, **You** are entitled to **use** the additional motor claims services. Please note that all incidents **must** be reported to **us** as soon as reasonably possible after the **Insured event**.

Telephone: 0333 241 3393

Email: claims@coplus.co.uk

Or **You** can write to **us** at:

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

Our claims line is open 24 hours a day, 365 days a year.

In order for **us** to help **You** more efficiently, please quote 'Motor Legal Expenses' on all communications.

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 contact **us**.

If **Your** complaint relates to the sale of this policy, please contact **Your** insurance broker.

If **Your** complaint relates to a claim or one of **our** additional motor claims services under this section, please contact **us** at:

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

Telephone: 0333 241 3393

Email: qtm@coplus.co.uk

It will assist **us** in handling **Your** complaint quickly if **You** can please have **Your** claim reference available when **You** call **us**.

General definitions

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

Approved supplier

A supplier of services which are the preferred supplier of **us**.

Insured event

An incident which gives rise to a claim under **Your Motor insurance policy**.

Vehicle

The **Vehicle(s)** specified in the **Motor insurance policy** which was being driven or ridden by a person entitled to drive or ride it, together with any caravan or trailer attached to the **Vehicle** at the time of any event which gives rise to a claim.

Motor insurance policy

The policy of motor insurance for **Your Vehicle** which has been issued in accordance with the requirements of the Road Traffic Act 1988.

Period of benefits

The period of 12 calendar months beginning with the date of inception of **Your** Motor Legal Expenses Policy.

Territorial limits

Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

We/our/us

Motorplus Limited t/as Coplus.

Total loss

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

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 **Vehicle** under the **Motor insurance policy** (including any other person who is a passenger/pillion in the **Vehicle**).

ADDITIONAL BENEFITS

If **You** are involved in a motor accident **We** can offer the following services to assist **You**.

Section 1 – Accident claims management and support

An emergency claims line is available to **You** to report an **Insured event** to **us** where **We** will discuss what additional service benefits will help **You** return to the position **You** were at prior to the **Insured event**. **We** will also provide telephone advice in completing insurance claim documentation and dealing with all claims related correspondence following an **Insured event**.

Section 2– Pay as You Need Breakdown and Recovery Cover

We will arrange for **You** to have access to a roadside assistance and recovery service.

Conditions applying to Section 3

- This service will only be provided to **You** by the service provider if **You** are able to pay immediately by debit or credit card, and the rates applicable at the time assistance is required will be payable by **You**. A receipt will be sent to **You** for all charges debited;
- **You** will need to state the location and condition of **Your Vehicle** as **We** as well as where it needs to be recovered to;
- As **You** are liable for all costs incurred **You must** make sure **You** provide as much information as possible to ensure the correct service is provided at the first call out;
- The service provider cannot be held responsible for any unforeseeable additional charges.

Section 3 – Uninsured Loss Recovery, including hire, repair & personal injury

If **You** are involved in an incident for which **You** are not at fault, **We** can offer the following services to assist **You**:

Non-fault replacement hire

A replacement credit hire **Vehicle** can be arranged via **our** approved suppliers if **Your Vehicle** is deemed undriveable or for the repair duration following a non-fault motor incident.

Conditions applying to non-fault replacement hire

- **Our** approved supplier considers there is a genuine need and that **Your Vehicle** is undriveable or a **Vehicle** is required for the duration of any repair;
- The approved supplier **must** establish that: i) the incident is the fault of another party; and ii) the other party has relevant insurance in place to pay for the hire charges. These hire charges are ultimately **Your** responsibility;

- A **Vehicle** will only be offered on credit, which means **You** will be ultimately responsible for the hire charges, but **our** approved supplier will attempt to recover the charges from the other person's insurance company, on **Your** behalf;
- The replacement credit hire **Vehicle** will only be provided for as long as is reasonably required;
- The approved supplier will decide whether the credit hire is viable and that costs are likely to be recoverable from the responsible party's insurance company. Their decision regarding liability will be final. Non-fault repair & total loss Coplus will arrange the repair to the **Vehicle** on request via **our** approved suppliers following a road traffic incident where **You** are deemed to be not at fault. Conditions applying to non-fault repair & total loss
- The question of liability will be determined by the approved supplier and their decision will be final;
- The repairs will be arranged via the approved supplier's nationwide network of repairs;
- The approved supplier will recover the repair costs on **Your** behalf from the third party who is at fault;
- If **Your Vehicle** is a total loss and the incident was not **Your** fault, then either **We** or **our** approved supplier will assist with the recovery of **Your** total loss settlement via the responsible party's insurance company.

Non-fault personal injury

We can recommend to **You** a law firm from **our** approved suppliers to pursue a claim for personal injury compensation.

Conditions applying to non-fault personal injury

- **You** accept the recommendation and pursue a claim directly with the approved supplier;
- **You** are not at fault for the incident;
- The decision on liability will be ultimately made by the approved supplier. The **Legal costs** will be recovered from the at responsible party's insurance company on behalf of **You**; and
- The compensation valuation is estimated to be above the **Small claims** limit set by the Civil Procedure Rules **used** by the **Court** of Appeal, High **Court** of **Justice** and County **Courts** in civil cases in England and Wales.

Section 4– Total Loss Recovery

We can provide advice, alongside **Your** insurance broker, regarding the recovery of **Your** total loss claim, where as a result of an **Insured event** that was **Your** fault **Your Vehicle** is deemed to be a total loss.

Where **You** are not at fault for the incident, **We** can assist in the negotiation of **Your** total loss claim directly with the other party's insurance company.

Section 5 – Glass Repair and Replacement Service

We can assist in arranging the repair and replacement of window and windscreen glass where it is covered by **Your Motor insurance policy** and **We** make the repair or replacement arrangements. **We** will endeavour to arrange for **Your** motor insurer to be charged directly for the costs incurred. Where such costs are not covered by **Your Motor insurance policy** **You must** pay all costs incurred directly to the approved suppliers.

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