

Excess protect cover...

1stCentral.



1st Central Excess Protect policy summary

Thank you for choosing Excess Protect Insurance. This is a summary of **your** Excess Protect policy contract. It does not contain the full terms, conditions and exceptions of **your** policy, which can be found in the policy document that follows this summary.

This insurance is arranged 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.

Definitions are as described in the main section of the 1st Central Excess Protection Policy document.

Significant features and benefits (p5)

- Allows you to claim reimbursement of your car insurance excess in each relevant period of insurance following the settlement of a claim in which no recovery can be made from a third party. This could include:
 - Vandalism or malicious damage
 - Fire
 - Theft
 - Accidental damage.
- The maximum amount payable depends on the cover limit selected. Please refer to your policy Schedule for your cover limit.
- Multiple claims allowed, up to your level of cover.
- Covers your insurer excess and your voluntary excess.

Significant exclusions or limitations (p6)

- Any claim that your car insurance policy does not apply to or where the excess is not exceeded.
- Any excess arising from glass repair or replacement (windscreen).
- Any claim that is refused by 1st Central.
 - 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;
 - The insurer will not pay any excess in respect of theft or attempted theft of personal effects;

Duration

The 1st Central Excess Protect policy will continue to apply for the **period of the insurance** or until **your** chosen **cover limit** is exhausted; whichever comes first.

Cancellation

You may cancel **your** policy and receive a full refund up to 14 days after its start or renewal date, as long as no claims have been made on it. If **you** do not cancel **your policy**, it will remain in force for the term of the **period of Insurance** and **you** will be required to pay the premium. If **you** want to cancel **your policy** after 14 days no refund will be given. Please contact the **1**st **Central** Customer Services Team on 0333 043 2066.



Making 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** under **your car 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.

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:

Please contact 1st Central.

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: qtmail@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 £6.5 million (or its equivalent in any other currency); and (i) employs fewer than 50 persons; or (ii) has a balance sheet total of less than £5 million (or its equivalent in any other currency).

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.

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.





1st Central Excess Protect policy document

Demands and Needs Statement

This product meets the demands and needs of those who wish to claim back the excess payable applying to **your car insurance policy** (up to the **cover limit** selected) following an accident in which no recovery can be made from a third party.

1st Central does not make personal recommendations to customers as to the suitability of the policy.

Definitions

The following words or phrases have the same meaning wherever they appear in this policy document.

1st Central

Brand name used by First Central Insurance Management Ltd (FCIM), the provider of your **car insurance policy**, the intermediary acting on behalf of your insurers, offering their products and services to meet your requirements. FCIM is registered in England and Wales, Company No. 6489797, with registered office Registered in England and Wales (number: 6489797) at Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex, RH16 3SY. FCIM is authorised and regulated by the Financial Conduct Authority (firm reference number: 483296).

Excess

The amount **you** must pay in the event of a **claim** under the terms of **your car insurance policy**, or the sum that is deducted from **your** settlement in the event of a total loss **claim**.

Certificate of Motor Insurance

A certificate issued with **your car insurance policy** that provides evidence that **you** have taken out the insurance that **you** must have by law. It shows who may drive **your** car and what it may be used for.

Claim

An incident covered under your car insurance policy arising as a result of:

- 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**

Commercial Travel

Commercial use by sales representatives or in the course of a business.

Cover Limit

The total aggregate amount which **we** will pay to **you** under this policy during the relevant **period of insurance** being the amount specified on **your Schedule**.

Car Insurance Policy

The insurance policy issued by 1st Central to you in respect of your car.

Driving Instructor

Approved Driving Instructor (ADI) with the Driving Standards Agency.

Named Driver(s)

Drivers in addition to you who are permitted to drive under the terms of your car insurance policy.

Claims: 0344 809 9371



Schedule

The document issued by 1st Central that confirms details of you, your car and the Excess insurance protection provided to you or anyone covered by your car insurance policy.

Period of Insurance

The period for which we have accepted the premium as stated in your certificate of insurance.

Insurer

Astrenska Insurance Limited.

Territorial limits

United Kingdom, Channel Islands and the Isle of Man, including transit by sea, rail or air directly between two of these places.

Waived or Reimbursed

Where a third party has already made good which is the first amount of any **claim**, shown in the schedule under own damage of **your car insurance policy**.

We/Us/Our

Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited.

You/Your

Associated private car policyholder who has paid or agreed to pay the required premium and is noted on the **Certificate of Motor Insurance**.

Your Car

Any private motor car specified on your current Certificate of Motor Insurance and Schedule.

Your Excess Protect Insurance contract

This is to confirm that Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited will provide the cover described below during the **period of insurance**.

What is covered

- Subject to the appropriate premium being paid, we will pay you in each relevant period of insurance, an amount equal to the amount of the excess in relation to each settled claim on your car insurance policy up to your cover limit in respect of claims arising as a result of:
 - o Fire
 - o Theft
 - o Flood
 - Vandalism or malicious damage
 - An accident that was your fault
 - An accident that was partially your fault
 - An accident where within 6 months you are unable to recover your excess from a liable third party.
- The Underwriter can insure you up to the cover limit as specified on your Schedule. Cover limits available are:
 - o £300 in any one policy period
 - o £500 in any one policy period
 - o £750 in any on policy period
 - o £1,000 in any one policy period



In relation to each settled **claim** under **your car 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 been paid to you.

What is not covered

- Any claim that your 1st Central car insurance policy does not apply to or where the excess is not exceeded.
- Any claim on the car insurance policy which occurred prior to the start date of this policy as shown on your Schedule.
- Any claim where the car insurance policy is on the basis of or includes commercial travel.
- Any contribution or deduction from the settlement of **your claim** against **your car insurance policy** other than the policy **excess** detailed in the **Schedule**, for which **you** have been made liable.
- Where a third party has waived or reimbursed you and made good which is the first amount of any claim, shown in the schedule under own damage of your car insurance policy.
- Any liability you accept by agreement or contract, unless you would have been liable anyway.
- Any **claim** that is refused by 1st Central.
- Any **claim** arising from glass repair or replacement.
- 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.
- Any claim for excess payable on warranty policies.
- Any **claim** for **excess** in respect of theft or attempted theft of personal effects.

Making 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** under **your car 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.





You must comply with the following conditions to have the full protection of your policy.

- You must have a valid Comprehensive or Third Party, Fire & Theft motor insurance policy with 1st
 Central to take advantage of this cover.
- You must be a permanent resident in the United Kingdom (England, Wales, Scotland, Northern Ireland) and must hold a current and valid UK driving licence, or hold an EEC full recognised licence.
- Cover is provided under the following "Use Types";
 - A Social Domestic & Pleasure
 - B Personal Business use by policyholder
 - C Personal use by a named driver(s)
 - D Personal Business use by policyholder named driver(s)
 - E Business use by policyholder / named driver (excluding **commercial travel**)
- Approved Driving Instructors' are included.
- The policyholder as stated on the Schedule must match the lead name of the individual on the car
 insurance policy that has responded, and to which this policy will respond to the amount of the excess.
- Only when the excess of the current and valid main insurance policy is exceeded and following the successful claim payment will this policy respond.
- In the event that any misrepresentation or concealment is made by **you** or on **your** behalf in obtaining this insurance or in support of any **claim** under this insurance this policy may be voided and no refund of premium will be given.
- We can take proceedings in your name but at our expense to recover for our benefit the amount of any payment made under this policy.
- If **you** were covered by any other insurance for the **excess** payable following the incident, which resulted in a valid **claim** under this policy, **we** will only pay **our** share of the **claim**.
- You must take reasonable steps to safeguard against loss or additional exposure to loss.
- **We** will only give **you** the cover that is described in this policy if any person claiming cover has met with all its terms and the terms of the policy, as far as they apply.
- This insurance policy will be governed by the laws of England, whose courts alone shall have jurisdiction
 in any dispute arising from this insurance.
- 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, along with one item of correspondence from their
 main insurer which contains the incident date.
- You must keep us fully informed at all times of all matters relating to the claim and report all claims to
 us soon as reasonably possible, and in any case no later than 30 days after the date you have paid
 the excess under your car insurance policy;
- You must respond to us promptly in all matters relating to a claim;
- 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;
- 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;
- **We** reserve the right to:



- take over any claim or civil proceedings at any time and conduct them in your name;
- negotiate or settle any claim on your behalf;
- contact you directly at any point concerning your claim;

Duration

The 1st Central Excess Protect policy will continue for the **period of the insurance** or until **your** chosen **cover limit** is exhausted; whichever comes first.

Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact **1**st **Central** on 0333 043 2066 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.



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:

Please contact 1st Central.

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: qtmail@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 £6.5 million (or its equivalent in any other currency); and (i) employs fewer than 50 persons; or (ii) has a balance sheet total of less than £5 million (or its equivalent in any other currency).

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.

Financial Services Compensation Scheme

This insurance is covered by the Financial Services Compensation Scheme. If the underwriters are unable to meet their obligations **you** may be entitled to compensation from the scheme depending on the circumstances of any **claim**. The maximum level of compensation is 90% of the **claim** with no upper limit. Further information can be obtained from www.fscs.org.uk. Telephone 0800 678 1100 or 0207 741 4100 or email enquiries@fscs.org.uk

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.

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.

Fraudulent Claims

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

- a) fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- b) fails to reveal or hides a fact likely to influence the cover **we** provide;



- c) makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- d) sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- e) makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- f) makes a **claim** for any loss or damage **you** caused deliberately or with **your** knowledge;
- a) 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

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;

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:

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, reenactments or regulations.

Other formats

If you require this document in any other format please do not hesitate to contact us.

Telephone calls

Please note that for our mutual protection telephone calls may be monitored or recorded.

Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about you with other organisations and public bodies including the police
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- check your identity to prevent money laundering, unless you provide us with other satisfactory proof
 of identity;
- undertake credit searches and additional fraud searches.



Renewal procedure

The term of **your** Motor Excess 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. If any of **your** circumstances change during **your** period of insurance that could affect any term contained within this policy, **you** must notify **your** insurance broker as soon as **you** can as failure to do so may invalidate **your** insurance or lead **us** to decline a claim.

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.

Coplus 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.

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

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/.

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