



## Combined GAP Policy

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. This cover is provided to **you** in return for payment of the premium.

**Policy Wording**

**Who does it cover?**

- The policyholder named on the **policy schedule**

**What criteria apply?**

- The **vehicle** must be insured under a comprehensive **motor insurance policy** for the full duration of this GAP insurance policy;
- The **purchase price** of the **vehicle** must not exceed £125,000;
- The **vehicle** must be less than 8 years old on the date of purchase of the policy;
- The policyholder must be the owner or registered keeper of the **vehicle** or must be financing the **vehicle** on behalf of the owner or registered keeper;
- The **vehicle** must be listed in **Glass's Guide**.
- Cover must be purchased within 365 days of taking ownership of the **vehicle**

**Important information**

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

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

- supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy
- to make sure that all information supplied as part of **your** application for cover is true and correct
- tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

This policy must be read together with **your** current **policy schedule** and any endorsements or certificates or changes to this policy **we** give **you**. These items together form **your** contract of insurance.

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**How to make a claim**

In the event of a claim, please contact **us** within 30 days from the date of event, giving **us** as much information as **you** can about what has happened to bring about the claim.

Telephone: **0333 043 1328**

Email: [claims@coplus.co.uk](mailto: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 to assist **you**.

In order for **us** to help **you** more efficiently, please quote “Combined GAP Insurance” in 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 follow the procedure below.

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

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

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

Telephone: 0345 218 2685 or email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

If **your** complaint relates to a claim, please contact:

Coplus Complaints Department  
MB&G Insurance Services Ltd  
Cobalt Business Exchange  
Cobalt Park Way  
Wallsend  
NE28 9NZ

Telephone: 0191 258 8187 or email at [motorplus@mbginsurance.com](mailto:motorplus@mbginsurance.com)

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

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

Telephone: 0345 218 2685 or email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 023 4 567 or email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.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 authority Trading Standards Service or Citizens Advice Bureau.

### Our regulator and insurer

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

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

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

### Privacy Statement

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

### Telephone calls

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

### Fraud prevention, detection and claims history

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

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

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

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

### Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

### Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by **you**. A person who is not named under this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

### Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

**We** will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

**You** may not assign any of the rights under this policy without the **insurer's** express prior written consent.

### Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Insurance SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

**Other formats**

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

**Use of Language**

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

**Special Conditions**

**Eligibility Requirements**

- i) This insurance policy is subject to **you** being **insured** under a **motor insurance policy**, or International Motor Insurance Card (Green Card), which is effective at the date of **total loss**;
- ii) Cover must be purchased within 365 days of taking ownership of the **vehicle**.

**Best Endeavours**

**You** must, prior to the acceptance of any claim under this policy, demonstrate to **our** satisfaction that **you** have used **your** best endeavours to obtain the maximum settlement under **your motor insurance policy**.

If **you** accept an offer of settlement from **your motor insurer** of less than the current **market value** of the **vehicle**, the **insurer** reserves the right to calculate the loss at the current **market value** of the **vehicle** according to **Glass's Guide** or a similar publication at the time of the loss.

**General definitions**

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

<b>Consequential Loss:</b>	Costs that are directly or indirectly caused by the event which led to <b>your</b> claim unless specifically stated in this policy, including (but not limited to) additional travel costs.
<b>Glass's Guide:</b>	The car values guide published monthly by Glass's Information Services Limited.
<b>Insurer:</b>	UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Insurance SE.
<b>Limit of Liability:</b>	The maximum amount that can be claimed under this policy as stated on the <b>policy schedule</b> .
<b>Market Value:</b>	The value of the insured <b>vehicle</b> as determined by reference to <b>Glass's Guide</b> retail value.
<b>Motor Insurance Policy:</b>	A policy providing comprehensive motor insurance in respect of the <b>vehicle</b> which is effected and kept in force or replaced by a similar comprehensive <b>motor insurance policy</b> for the duration of the <b>period of insurance</b> .
<b>Motor Insurer:</b>	An authorised UK insurance company that issued a comprehensive <b>motor insurance policy</b> covering <b>your vehicle</b> .
<b>Motor Insurer's Settlement:</b>	The <b>motor insurer's</b> loss valuation excluding any deductions made by the <b>motor insurer</b> for <b>vehicle</b> condition or pre-existing damage, any modifications, absence of service record or other such deductions.
<b>Outstanding finance balance:</b>	The balance payable to the finance company at the date of the <b>total loss</b> under the terms of the finance agreement not including any amount(s) carried over from previous finance agreement(s), credit protection insurance, credit facility fees, title discharge fees, documentation fees, additional interest charges, arrears and any other financed amount not related specifically to the insured <b>vehicle</b> .
<b>Period of Insurance:</b>	The duration between the policy start date when cover commences and the policy end date, as noted on <b>your policy schedule</b> .
<b>Point of Total Loss:</b>	The date and time of the incident that gives rise to <b>your</b> claim for the <b>total loss of your vehicle</b> .
<b>Policy Schedule:</b>	The document issued as part of this policy document showing <b>your</b> details and those of the <b>vehicle</b> , the policy duration, cover selected and the claim <b>limit</b> .

<b>Purchase Price:</b>	The price paid for the <b>vehicle</b> (including factory and dealer fitted accessories endorsed by the manufacturer) including any discount given, but excluding any warranty, new <b>vehicle</b> registration fee, any insurance premiums, road fund licence, fuel and paintwork protection applications, any arrears or negative equity transferred from a previous agreement.
<b>Territorial Limits:</b>	<ul style="list-style-type: none"> <li>i) England, Scotland, Northern Ireland, Wales, Isle of Man and the Channel Islands.</li> <li>ii) Up to a maximum of 90 days in any 12 month cover period in the European Union, Iceland, Norway, Switzerland, Liechtenstein and Andorra, provided that the cover provided by <b>your motor insurer</b> is an equivalent level of cover as <b>you</b> would have enjoyed in the United Kingdom (UK).</li> </ul>
<b>Total Loss:</b>	Where <b>you</b> have claimed under <b>your motor insurance policy</b> and the claim has been settled, with the <b>vehicle</b> being surrendered to the <b>motor insurer</b> or otherwise, and a <b>total loss</b> payment made.
<b>Vehicle:</b>	Any vehicle registered and principally used in the UK which is specified on <b>your policy schedule</b> and which is less than eight years old on the date of purchase of <b>your</b> policy.
<b>We/Us/Our:</b>	Motorplus Limited t/a Coplus
<b>You/Your:</b>	The person named on the <b>policy schedule</b> as the holder of this policy.

### Cover

In return of the payment of **your** premium, the **insurer** will provide cover up to the **limit of liability** detailed on the **policy schedule**, subject to the terms, conditions and limitations shown below or as amended in writing by **us** during the **period of insurance**.

In the event of **your vehicle** being declared a **total loss**, the **insurer** will pay:

- i) The difference between either the **motor insurer's settlement** at the **point of total loss** and the **purchase price** paid for **your vehicle**; or
- ii) If **you** purchased **your vehicle** under a finance agreement and the **outstanding finance balance** at the **point of total loss** is greater than the original **purchase price**, this policy will pay the difference between the **motor insurer's settlement** and the **outstanding finance balance**.

Subject to acceptance of a valid claim, the **insurer** will also cover up to a maximum of £500 of **your** motor insurance excess.

### Policy Conditions

#### 1. Claims

In the event of any loss or damage, which may give rise to a claim the **insured** or their legal personal representative must at their own expense:

- a) Supply all information and assistance which the **insurer** reasonably requires in establishing the amount of any payment under this insurance;
- b) Notify the policy of any loss or malicious damage within 24 hours or as soon as reasonably possible;
- c) Provide written notice of the circumstances of the claim to **us** within 30 days of the date of the **total loss**.

#### 2. Termination

This insurance policy will automatically terminate on the occurrence of one of the following:-

- a) The natural expiry date of the policy;
- b) Payment of a claim under the policy;
- c) The date on which **you** sell or otherwise dispose of the **vehicle**;
- d) The date **your** policy is cancelled.

#### 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 30 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is later, this is called the 'cooling off period'.

On the condition that no **claims** have been made or are pending, **we** will refund **your** premium in full.

Thereafter, **you** may cancel **your** policy in writing at any time and receive a pro rata refund of **your** premium based on the number of whole months remaining subject to the deduction of an **insurer** retention fee of £40.00. Requests for cancellation should be made in writing to **us**.

The **insurer** will 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 for the **insurer** to cancel this insurance policy include but are not limited to:

- a) Where the **insurer** reasonably suspects fraud
- b) Non-payment of the premium
- c) Threatening or abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** or **your** insurance broker ask.

If the **insurer** cancels the policy, **you** will be entitled to a return of premium on a pro-rata basis, unless the reason for cancellation is fraud and/or the **insurer** is entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

#### 4. 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; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated then **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.

#### 5. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on pages 1-2. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and any amending or substituting legislation and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

#### 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.



## 9. Subrogation

The **insurer** may at their own expense take such proceedings as they think fit in **your** name to enforce any rights and remedies against or obtain relief or indemnity from other parties to which the **insurer** shall be or may become entitled or subrogated under this policy and **you** must at the **insurer's** request and expense do such acts and things as may be reasonably required by the **insurer** for that purpose.

## Policy Exclusions

This insurance does not cover:

1. Any **total loss** which is not subject of an indemnity under the accidental damage, fire or theft section of the **motor insurance policy** or which occurs while the **vehicle** is being driven or used by a person not covered under the **motor insurance policy**.
  - a) **Vehicles** used in any sort of competitions or rallies;
  - b) **Vehicles** used for hire or reward, driving tuition, taxis, racing, pace making, speed testing or reliability trials;
  - c) **Vehicles** not listed in **Glass's Guide**;
  - d) Kit cars, invalid carriages, **vehicles** used solely for delivery or courier purposes and commercial **vehicles** of more than 3500kg gross weight. All American, Australian and Canadian **vehicles** (unless built for the UK market);
  - e) Cover purchased more than 365 days after the sales agreement;
2. In respect of any **total loss** arising during (unless it be proved by the **insured** that the loss or damage was not occasioned thereby) or in consequence of riot or civil commotion within the **territorial limits**;
3. In respect of any **total loss** by an accident when the driver of the **vehicle** is intoxicated by alcohol or under the influence of drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner where a warning against driving has been given;
4. Any liability in connection with the use or ownership of the **vehicle**;
5. In respect of any claim whatsoever in the event that the driver of the **vehicle** at the time of the incident giving rise to a claim hereunder was driving illegally;
6. Any **vehicle**, which is not covered by a **motor insurance policy** for the full duration of the **period of insurance**;
7. Any **vehicle**, which is left unattended unless all security devices and immobiliser are activated and are in full working order, (in addition all doors must be locked and keys removed from the **vehicle**);
8. Any amount advanced more than the **market value** of the **vehicle** at the time of the purchase;
9. If the **insured** person takes the option under their **motor insurance policy** to have the **vehicle** replaced New for Old following the agreed **total loss** of the **vehicle** covered hereunder (the balance of the cover hereunder will on request be transferred to the replacement **vehicle**);
10. If any misrepresentation or concealment is made by or on behalf of the **insured** person in obtaining this insurance or in support of any claim thereunder;
11. If the **total loss** occurs outside Great Britain, Northern Ireland, Isle of Man, Channel Islands, European Union or any other country for which an International Motor Insurance Card (Green Card) is issued;
12. In respect of any excess over £500 deducted under the **motor insurance policy**;
13. If either the application details or the premium are not received by the **insurer**;
14. The VAT element of any claim where the VAT element of the **purchase price** has been recovered as part of a VAT Return by **you** or **your** company;
15. Where the loss occurred before the **period of insurance**;
16. Any **consequential loss**;
17. Any **vehicle** over eight years old at the start date of **your** policy;
18. Where the **motor insurer** reduces the motor insurance settlement because of **your** contributory negligence or due to the condition of the insured **vehicle** – the same percentage or amount as deducted by the **motor insurer**;
19. Any direct or indirect consequence of war, civil war, invasion, **terrorism**, 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;
20. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. **We** will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion);
21. 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;
22. 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.