



CAROLE NASH
The care it deserves

Replacement Vehicle

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

To make a claim:

Call: 0330 013 2168

Email: claims@coplus.co.uk

Address: Coplus Claims, Floor 2 Norfolk Tower, 48-52 Surrey Street, Norwich, NR1 3PA

Online claims form: Replacementvehicle.coplus.co.uk

Claims must be reported as soon as reasonably possible from the date of the insured event.

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Who does it cover?

- The policyholder;
- Any other person entitled to drive the **vehicle** covered under the motor insurance policy who also meets the **hire firm's** conditions.

The Replacement Vehicle Insurance is available to policyholders living in Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

Key requirements

- Any user of the **vehicle** must be covered by motor insurance which is in force throughout the duration of the Replacement Vehicle Insurance.
- The insured **vehicle** must be roadworthy at the time of an **insured event** that gives rise to a claim and covered by a valid MOT certificate (if required).
- The insured **vehicle** must be covered by a valid and current operator's licence (if required).

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).

- The policyholder or any other person entitled to drive the **vehicle** must meet the terms and conditions of the **hire firm**. Which may include, but are not limited to:
 - i. Meeting any age requirement;
 - ii. Having a valid driving licence;
 - iii. Meeting any residency requirements;
 - iv. Meeting any driving offence requirements.

If the policyholder or any other person entitled to drive the **vehicle** cannot meet these requirements, a cash benefit may be payable, or **we** may consider paying alternative public transport costs. Alternatively, the policyholder or any other person entitled to drive the **vehicle** may be responsible for ensuring the **replacement vehicle** themselves and any alternative insurance provided must be agreed with the **hire firm**.

Consumer Insurance Act

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

- a. Supply accurate and complete answers to all the questions Carole Nash may ask as part of **your** application for cover under the policy.
- b. Make sure that all information supplied as part of **your** application for cover is true and correct.
- c. Tell Carole Nash 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 Carole Nash asks when **you** take out, make changes to, and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim, or **we** may not pay any claim in full.

Fraud

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

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

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

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

How to make a claim

In the event of a claim, please contact **us** as soon as reasonably possible after the **insured event** 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.

Telephone: **0330 013 2168**

Email: claims@coplus.co.uk

Online claims form: Replacementvehicle.coplus.co.uk

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

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

In order for **us** to help **you** more efficiently, please quote 'Replacement Vehicle' in all communications.

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

An **insured event** involving theft or attempted theft, or vandalism must be reported to the police and a valid crime reference number obtained.

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Our regulator and insurer

Carole Nash is a trading name of Carole Nash Insurance Consultants Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 307243. Company registration number: 2600841. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB. Please refer to **your** Terms of Business Agreement issued by Carole Nash.

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Collinson Insurance. This Insurance is effected in England and is subject to the Laws of England and Wales.

Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708616. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

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

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>.

How to make a complaint

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

If **your** complaint is about the sale of the policy contact Carole Nash who sold **you** the policy.

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 9556**
Email: qualityteam@coplus.co.uk

We will respond to **your** complaint within eight weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, **we**'ll explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you**'re still not happy or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR

Tel: **0800 023 4567** (free for people calling from a landline) or **0300 1239 123**
Email: complaint.info@financial-ombudsman.org.uk

Following this complaints procedure does not stop **you** from taking legal action.

Financial Services Compensation Scheme

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning **020 7741 4100**.

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.

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Definitions

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

Wording	Meaning
Beyond Economical Repair	The vehicle being assessed as being legally unroadworthy 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, or independent engineer or repairer.
Hire Firm	A member of our network of approved motor vehicle hire companies.
Hire Period	<p>The period from the date a replacement vehicle is delivered to you until the earliest of the following dates:</p> <ol style="list-style-type: none"> where the insured vehicle is beyond economical repair, the date when you receive a payment which you accept in respect of the value of the insured vehicle; or where the insured vehicle is beyond economical repair and you receive an offer of settlement in respect of the insured vehicle which we consider reasonable, but which you want to reject, 3 working days from the date of receipt of the offer; or where the insured vehicle is stolen and recovered and found to be immediately legally roadworthy, the date the insured vehicle is returned to you; or where the insured vehicle is stolen, recovered and initially considered to be legally unroadworthy but later established as legally roadworthy, the date the insured vehicle is returned to you; or where your claim is declined by your motor insurers, the date when you receive notification of this fact; or the limit specified in your schedule; or the insured vehicle has been repaired. <p>Note: Hire is calculated on the basis of a 24 hour period. For example, if a replacement vehicle is delivered to you at 3pm on Monday, the end of the fourth day would be 3pm on Friday. Anything over 24 hours (i.e. after 3pm in this example) will be classified as the next day.</p>
Insured event	<p>Either:</p> <ol style="list-style-type: none"> The theft or attempted theft of the insured vehicle or damage by fire, accident or act of malicious damage to the insured vehicle where the vehicle is deemed legally unroadworthy or beyond economical repair; or The theft or attempted theft of the insured vehicle or damage by fire, accident or act of malicious damage to the insured vehicle where the vehicle is deemed repairable. We will cover where the vehicle is repairable, but only cover the repair duration from the date the repairs commence, up to the hire period; or the theft of the insured vehicle where it remains unrecovered. <p>The vehicle must have a valid motor insurance policy in place at the time of the event.</p>
Insurer	Collinson Insurance.
Legally Unroadworthy	Damaged in a manner which renders it unfit for lawful use on a public highway within the territorial limits . We may ask you to prove the vehicle is legally unroadworthy by submitting an engineer's report.
Period of insurance	The period of 12 calendar months beginning with the date of inception of this Replacement Vehicle Insurance, or until the next expiry date of the motor insurance policy to which this policy is annexed, whichever period is the less. All cover under this policy will cease if there is no motor insurance policy in force.
Repairable	Damage sustained to the vehicle that can be economically fixed by an authorised repair facility, following an insured event covered under the vehicle's motor insurance policy.
Replacement vehicle	A replacement vehicle selected by us and where possible having an equivalent sized vehicle, based on body type, and up to the maximum engine capacity to the insured vehicle , subject to availability.
Territorial limits	Great Britain, Northern Ireland, Channel Islands and the Isle of Man.
Terrorism	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
Vehicle	The vehicle specified in the motor insurance policy which was being driven by a person entitled to drive.

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Vehicle hire costs	The cost of hiring a replacement vehicle for the hire period .
We/our/us	Motorplus Limited t/a Coplus acting on behalf of Collinson Insurance.
You/your	You and any other person driving the insured vehicle with your permission and under the cover of your motor insurance providing they satisfy the hire firm's standard terms and conditions of hire in force at the date of the insured incident and also providing that they are resident within the territorial limits .

Cover	
What is covered?	What is excluded?
<p>Upon payment of the premium, where the incident has arisen during the period of insurance within the territorial limits and the insured vehicle has been assessed as either:</p> <ol style="list-style-type: none"> beyond economical repair, or repairable from when the repairs commence, or legally unroadworthy, or remains unrecovered or inaccessible as a result of an insured event <p>the insurer will arrange:</p> <ul style="list-style-type: none"> ✓ A replacement vehicle to be provided to you for the duration of the hire period. The insurer will pay the vehicle hire costs provided that the hire has been arranged by us through a hire firm. The replacement vehicle will be delivered to you as soon as is practically possible following your report of an insured event to us; ✓ If the hire firm is unable to supply you with a replacement vehicle, for example you do not meet their terms and conditions of hire, then the insurer will either at their discretion: <ol style="list-style-type: none"> pay a cash benefit up to the limit specified in your policy schedule per insured event; or cover the cost of alternative public transport up to the limit specified in your policy schedule per insured event on receipt of valid receipts and/or tickets. 	<p>The following exclusions apply to all sections of this insurance contract:</p> <ul style="list-style-type: none"> ✗ An insured event involving theft or attempted theft, malicious damage and/or vandalism to your vehicle which has not been reported to the police and a valid crime reference number obtained; ✗ Any windscreen or glass damage insurance claims; ✗ Mechanical or electrical breakdown of the insured vehicle; ✗ Misfuelling of the insured vehicle; ✗ The insurer will not pay vehicle hire costs or any alternative cash or transport costs benefits for claims arising out of more than two insured incidents in any one period of insurance; ✗ The insurer will not be able to supply a replacement vehicle to any person who does not meet the hire firm's standard terms and conditions of hire in force at the date that the insured incident reported to us. In this case, we may consider providing an alternative cash benefit or paying alternative public transport costs as per the Cover Section part 2; ✗ The insurer will not pay costs incurred for the purchasing of a collision damage waiver from the hire firm, or in the event of you being involved in an accident whilst driving the replacement vehicle, the cost of any excess imposed by the hire firm in the event that you have not purchased a collision damage waiver; ✗ Where an alternative courtesy vehicle of the equivalent size and body type of your vehicle is available; ✗ The insurer reserves the right to recover vehicle hire costs from you during any period after the hire period if:- <ol style="list-style-type: none"> you receive a settlement prior to the expiry of the hire period; or your hire period ends but you discovered that the vehicle was legally roadworthy and you didn't inform us; or your hire period ends but you discovered that the vehicle was legally roadworthy and no longer in need of repairs and you did not inform us.

Policy conditions

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

1. Claims

- You** must keep **us** fully informed at all times of all matters relating to the **insured event** and in particular must notify **us** as soon as practicable if an insured **vehicle** that has been stolen is recovered, or if an insured **vehicle** is rendered legally roadworthy;
- You** must report all claims to **us** as soon as possible after the **insured event**. All claims must be reported to **your** motor insurer to claim under this policy;
- You** must report any **insured event** involving theft, attempted theft, malicious damage or vandalism to the police and obtain a valid crime reference number;
- You** must respond to **us** promptly in all matters relating to a claim;

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- e. **We** reserve the right to:
 - i. take over any claim or civil proceedings at any time and conduct them in **your** name;
 - ii. negotiate or settle any claim on **your** behalf;
 - iii. contact **you** directly at any point concerning **your** claim.

2. Conditions of Hire

You must abide by the **hire firm's** terms and conditions of hire at all times during the **hire period**. These terms and conditions will be made available to **you** before **you** opt to accept a **replacement vehicle**.

If **you** do not meet these terms and conditions, a cash benefit up to the limit as specified in in **your** policy schedule per **insured event** may be payable as noted in the Cover Section, part 2 (above). This benefit will be paid at the **insurers** discretion and only when they are satisfied that a **replacement vehicle** cannot be provided to **you** by the **hire firm**.

Alternatively the **insurer** may consider the cost of alternative public transport up to the limit as specified in in **your** policy schedule per **insured event** as noted in the Cover Section, part 2 (above).

You will generally be required to return the **replacement vehicle** at the end of the **hire period** to an agreed location and with a full tank of fuel, unless the **hire firm** agree otherwise.

You will be required to present the following documents to the **hire firm**:

- a. Valid motor insurance policy documents including a current certificate of motor insurance if **you** are arranging **your** own insurance;
- b. Driving licence photo cards and licence summaries/unique codes (obtainable from the DVLA for yourself or any other person **you** wish to drive the **replacement vehicle**);
- c. Proof of address/residency, such as a recent utility bill.

If **you** do not provide these documents and, if applicable, a crime reference number **you** will not be provided with a **replacement vehicle** and **your** claim will not be covered under this policy.

You must pay the insurance excess arising on any claim relating to the **replacement vehicle** which arises within the **hire period** or pay a collision damage waiver. Full details of this will be made available before hire commences.

General exclusions

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

1. Any claim that arises as a result of a deliberate action by **you** or anybody associated with **you**;
2. The **insurer** shall not cover expenses related to **vehicle hire costs** or any other costs exceeding one **insured event** per claim within **your** motor insurance policy. For instance, if **your vehicle** is stolen and a **replacement vehicle** is provided as per this policy, the recovery of **your** original **vehicle** is in a **legally unroadworthy** condition, would not be considered a separate **insured event**.
3. The **insurer** will not supply a **replacement vehicle** if **your vehicle** is a taxi or private hire vehicle, or if **you** are a self-drive hire operator;
4. Any vehicle under a motor trade policy;
5. The **insurer** will not supply a **replacement vehicle** where it is to be used for racing, rallies or competitions;
6. The **insurer** will not supply a **replacement vehicle** where there is any allegation that the **insured event** had occurred after **you** had consumed alcohol or illegal drugs;
7. The **insurer** will not supply a **replacement vehicle** where at the time of the **insured event**, the **vehicle** was:
 - a. not roadworthy;
 - b. not covered by a valid, current MOT certificate (where this was required at the time);
 - c. not covered by a valid, current operator's licence (where this was required at the time);
 - d. being used without compulsory insurance being in place in accordance with the Road Traffic Act 1988;
 - e. being driven by somebody that did not possess a valid, current, full driving licence (or where appropriate, a provisional licence);
8. Any claim for a **replacement vehicle** which is covered under any other policy, or any claim that would have been covered by another policy, if this Replacement Vehicle Insurance did not exist;

9. Any claims made in respect of alternative public transport costs without valid receipts or tickets and prior authorisation by **us**;
10. Loss or damage arising as a consequence of:
 - a. War, invasion, act of foreign enemies, **terrorism**, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
 - b. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
 - c. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
11. Any loss, injury, damage, or legal liability arising directly or indirectly from:
 - a. The failure of any computer or other electrical component to correctly recognise any date as its true calendar date.
 - b. Computer viruses.

Cancellation

If **you** cancel within 14 days, **you** will be entitled to a full refund of any premium paid providing **you** have not made any claims.

If **you** cancel outside of the 14 days, Carole Nash will refund the premium for the exact number of days left on **your** policy.

Cancelling a direct debit will not always cancel **your** policy, if **you** wish to cancel the policy then contact Carole Nash.

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 **we** reasonably suspect 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 complete and accurate answers to the questions **we** ask.
- f. **You** do not or are willing to co-operate in the event of a claim.

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

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

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

Arbitration Clause

In the event of a disagreement between **you** and **us**, **our** aim is to make things simple and fair. If the matter cannot be resolved via **our** complaints procedure then **you** can reach out to the Financial Ombudsman Service for assistance. For broader disputes, **we** can turn to arbitration. **We** can jointly pick an arbitrator – it could be a solicitor or barrister. **We** will agree on this together in writing. In case **we** can't reach an agreement the Chartered Institute of Arbitrators can step in to help **us** choose someone. The arbitrator's decision is final, and **we** both have to abide by the outcome. The Arbitrator will also determine who pays the costs of the arbitration process, if costs are awarded against **you**, they are not covered under this **policy**. This arbitration condition does not affect **your** rights to take separate legal action.

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.

Renewals

If **you** wish to renew this insurance policy, please contact Carole Nash 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.

Collinson Insurance Privacy Notice

How we use the information about you

As a data controller, we collect and process information about **you** so that we can provide **you** with the products and services **you** have requested. We also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to **you**.
- Issue **you** this insurance policy.
- Deal with any claims or requests for assistance that **you** may have.
- Service **your** policy (including claims and policy administration, payments and other transactions).
- Detect, investigate and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect our legitimate interests.

To administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share **your** information with anyone else unless **you** agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information we have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by us and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting www.cifas.org.uk/fpn 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: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask us to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact our Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>.