

# Home Emergency

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



# To make a claim:

# To report an emergency call: 0333 241 3365

Address: NPA 24:7, Suite 601, Trigate, 210-222 Hagley Road West, Oldbury, B68 0NP

#### **Contents**

Who does it cover?	1
Key requirements	1
The property must be the policyholder's permanent place of residence, as shown on the policy schedule, and must be occupied the policyholder and their family as a private residence with no business or commercial use	
Your responsibility	1
How to make a claim	2
Our regulator and insurer	2
Privacy Statement	2
How to make a complaint	2
Financial Services Compensation Scheme	3
Sanctions	3
Definitions	3
Cover	4
Section 1 – External Water Supply Pipe	4
Section 2 – Plumbing	5
Section 3 – Drainage	5
Section 4 – Domestic Central Heating Systems	5
Section 5 – Electrical Emergency and Breakdown Cover	6
Section 6 – Emergency Gas Supply Pipe	6
Section 7 – Security, Lost keys, Roofing and Pest infestation	6
General conditions	7
General exclusions	8
Other formats	9
Telephone calls	9
Fraud prevention, detection and claims history	9
Renewal procedure	9
Contracts (Rights of Third Parties) Act 1999	9
Your agreement with others	9
Governing law	10
Astrenska Privacy Notice	10

## Who does it cover?

The person named as the policyholder as shown on the schedule.

#### **Key requirements**

The property must be the policyholder's permanent place of residence, as shown on the policy schedule, and must be occupied by the policyholder and their family as a private residence with no business or commercial use.

## Your responsibility

You must take reasonable care to:

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).



- a) supply accurate and complete answers to all the questions your 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;
- c) tell **your** 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 broker asks when you take out, make changes to and renew your policy. If any information you provide is not accurate and complete, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

If you become aware that information you have given your 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.

## How to make a claim

Before requesting **emergency assistance you** should check that the circumstances are covered by **your** policy. Remember this is not a maintenance policy and does not cover routine maintenance in **your home**.

To report a claim, please contact

NPA 24:7 Hyefield House 36 Hagley Road Halesowen B63 4RH

Tel: 0333 241 3365

Major emergencies which could result in serious injury to the public or damage to property should be immediately advised to the utility supply company and/or the emergency services if necessary. The policy does not provide cover for any repairs, damage or other loss resulting from gas leaks which occur outside the boundary of the **home**.

#### Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten 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.

## **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 <a href="https://www.coplus.co.uk/data-privacy-notice">https://www.coplus.co.uk/data-privacy-notice</a>.

## 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.

## 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.

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).



If your complaint relates to a claim, please contact:

NPA 24:7

Hyefield House 36 Hagley Road Halesowen B63 4RH

Tel: 0121 695 1094

Email: copluscomplaints@npa247.com

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

Tel: 0800 023 4567

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

Website: www.financial-ombudsman.org.uk

#### **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 <a href="www.fscs.org.uk">www.fscs.org.uk</a>.

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.

#### **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.

## **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
Approved Engineer	A qualified person approved and instructed by the <b>helpline</b> to undertake <b>emergency</b> work.
Assistance	The reasonable efforts made by the <b>approved engineer</b> during a visit to the <b>home</b> to complete a temporary repair to limit or prevent damage or if at similar expense the cost of completing a permanent repair in respect of the cover provided.
Beyond Economic Repair	In the opinion of <b>our approved engineer</b> the cost of repair is more than the cost of replacement. In the event <b>your domestic boiler</b> is declared beyond economic repair <b>we</b> will make a contribution of £250 towards replacing it.
Call Out	A request for <b>emergency assistance</b> from <b>you</b> , even if the request is then cancelled by <b>you</b> .
Claim Limit	£500 per claim for all sections excluding alternative accommodation costs.
Commencement Date	The start of the policy as shown in the <b>schedule</b> .
Deferment Period	In respect of all sections of the policy no claim can be made for any incident that occurs within 28 days of the <b>commencement date</b> of this policy as shown in the <b>schedule</b> , the deferment period does not require to be served for renewed policies.
Domestic Boiler	The central heating boiler contained within and supplying <b>your home</b> that is powered by natural gas from the appliance isolating valve, including all manufacturers fitted components within the boiler together with the pump, motorised valves, thermostat, time, temperature and pressure controls. <b>We</b> will not cover any boiler that has an output in excess of 60kW/hr.
Domestic Central Heating System	The <b>domestic boiler</b> and the central heating system within <b>your home</b> that is powered by natural gas from the appliance isolating valve, including all manufacturer's fitted components within the <b>domestic boiler</b> together with the pump, motorised valves, cylinder thermostat,

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).



	time temperature and pressure controls, radiator valves, pipe work, feed and expansion tank and primary fluing. <b>We</b> will not cover any boiler that has an output in excess of 60kW/hr.		
Emergency Helpline	A sudden and unexpected event which, if not dealt with quickly would in the reasonable opinion of the helpline:  a) render the home unsafe or insecure; or b) damage or cause further damage to the home; or c) cause personal risk to you; or d) cause a health and safety risk to others.  The telephone number for you to report an emergency under this policy. The number is:		
Пеіріпіс	0333 241 3365.		
Home	Your main permanent place of residence, as shown on the <b>schedule</b> . It must be owned and occupied by <b>you</b> and <b>your</b> family as a private residence with no business use. Rented and let properties, commercial and business premises, mobile homes and bed-sits are not eligible.		
Insurer	Astrenska Insurance Limited.		
Pest(s)	Wasps, hornets, rats and mice.		
Period of Insurance	The period of 12 calendar months beginning with the date of inception of this policy.		
Schedule	The document supplied to <b>you</b> confirming the <b>commencement date</b> , <b>your</b> details, and the <b>home</b> the subject of cover.		
Territorial Limits	The United Kingdom Isle of Man and the Channel Islands.		
Terrorism	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.		
Unoccupied	Where no one has resided in the <b>home</b> for a period exceeding 30 consecutive days.		
We, Us, Our	Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited.		
You/Your	The person who applied for this insurance and is named on the <b>schedule</b> as the policyholder.		

# Cover

What is covered?	What is excluded?
The insurer will provide cover in respect of an emergency involving any blockage, collapse or leakage of the water supply pipe from and including the main stopcock for your home up to where it is connected to the public water main or communication pipe provided that you are responsible for this. In the event that your home becomes uninhabitable for more than 48 hours as a result of an emergency covered by this section relating to your external water supply pipe, the insurer will pay up to £250 (including VAT) for the cost of suitable alternative accommodation.  Conditions applying to Section 1:  Where you share legal responsibility for the water supply pipe outside the boundary of your property with any third party, the insurer will only pay your rateable proportion of any work undertaken under this section of cover.  When a shared responsibility applies, any third party or parties must agree to the work being completed by the insurer engineers and must grant any access necessary to the water supply pipe.	Exclusions applying to Section 1:  a) Costs which exceed your rateable proportion of the cost of any work undertaken by the insurer under the terms of this policy on a water supply pipe outside the boundary of your property where you share legal responsibility for the water supply pipe with any third party;  b) Frozen pipes which have not caused any damage; c) Any work required on a water supply pipe outside the boundary of your property where you share legal responsibility for the water supply pipe with any third party who does not agree to the work being completed by the insurers engineers; d) Damage resulting from lack of proper maintenance; e) Reinstatement costs relating to the original surface or construction of a drive, path, decking or any other surface which is excavated as part of a claim.

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).



## Section 2 - Plumbing

#### What is covered?

The **insurer** will provide cover in respect of an **emergency** arising from the sudden and unexpected failure of or damage to the internal plumbing system within the **home** which has or may result in internal water leakage, or escape of water from water tanks, pipes, domestic appliances or fixed heating systems which causes damage to the **home**. In the event that **your home** becomes uninhabitable for more than 48 hours as a result of an **emergency** covered by this section relating to **your** plumbing, the **insurer** will pay up to £250 (including VAT) for the cost of suitable alternative accommodation.

#### What is excluded?

Exclusions applying to Section 2:

- General maintenance including, but not limited, to dripping taps;
- b) Frozen pipes which have not caused any damage;
- Leaks from any household appliances, sink, shower or bath where leakage only occurs when the appliance is in use:
- d) Cracked or broken toilets or cisterns:
- e) Pipes outside the boundary of your home;
- f) Water pipes to, from or within a detached outbuilding or garage.

## Section 3 - Drainage

#### What is covered?

The **insurer** will provide cover in respect of an **emergency** arising from the sudden and unexpected failure of or damage to the drainage system of **your home**. In the event that **your home** becomes uninhabitable for more than 48 hours as a result of an **emergency** covered by this section relating to **your** drainage, the **insurer** will pay up to £250 (including VAT) for the cost of suitable alternative accommodation.

#### What is excluded?

Exclusions applying to Section 3:

- General servicing and maintenance issues including but not limited to leaf accumulation, build-up of oil, fats or other debris within the drainage system;
- b) Any drainage system which is not of standard construction e.g. clay pot, plastic, P.V.C or concrete;
- Cesspits, septic tanks, vacuum drainage systems, electric pumps;
- Plumbing and filtration systems for any swimming pools or spa or whirlpool baths;
- e) Detached outbuildings;
- Damage to drains caused by structures not conforming to local building regulations or caused as a result of negligence or neglect;
- Failure or damage caused to by faulty or defective design of the drainage pipe including but not limited to failure of pitch fibre pipework;
- Reinstatement costs relating the original surface or construction of a drive, path, decking or any other surface which is excavated as part of a claim.

#### Section 4 - Domestic Central Heating Systems

#### What is covered?

The **insurer** will provide cover in respect of an **emergency** which has arisen from the sudden and unexpected failure of **your domestic central heating system**. The **emergency** must render the **domestic central heating system** inoperable and the failure has to be due to mechanical or electrical failure or malfunction of the central heating system.

We will undertake to obtain spare parts as quickly as is reasonably possible. In the event it takes more than 48 hours to achieve this from the first point at which our approved engineer visits you and diagnoses the requirement we will pay a fixed benefit of £40 toward providing alternative heating. In the event your domestic boiler is declared beyond economic repair we will make a contribution of £250 towards replacing it.

## What is excluded?

Exclusions applying to Section 4:

- a) General maintenance including, but not limited to, descaling or power flushing of the domestic central heating system, or any adjustment to the timing and temperature controls of the domestic central heating system and venting (bleeding) of radiators;
- Any non-gas appliances, Elson tanks, separate gas heaters supplying hot water, LPG boilers and dual purpose boilers such as AGAs and Rayburns;
- Maintenance or replacement of fan convector heaters or heated towel rails or underfloor heating;
- d) Corrosion or any work arising from hard water scale deposits;
- Removal of sludge or hard water scale from the domestic central heating system;
- f) Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system;
- Solar powered panels or ground air and water source pumps.

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).



# Section 5 – Electrical Emergency and Breakdown Cover

#### What is covered?

The **insurer** will provide cover in respect of an **emergency** arising from the breakdown or failure of the permanent domestic electrical wiring system and its components (fuse box, switches, sockets) supplying electrical power to **your home**. In the event that **your home** becomes uninhabitable for more than 48 hours as a result of an **emergency** covered by this section relating to **your** permanent domestic electrical wiring system, the **insurer** will pay up to £250 (including VAT) for the cost of suitable alternative accommodation.

#### What is excluded?

Exclusions applying to Section 5:

- a) Your electricity supply meter;
- b) Domestic appliances or electrical items with a plug;
- Replacing light bulbs, fuses and any other routine electrical maintenance tasks;
- External Lighting, garden lighting and the electrical supply to outbuildings, such as sheds and greenhouses which are connected to a separate electric meter to that of the home;
- e) Swimming pools, fish tanks, ponds, burglar and smoke alarms, satellite/TV equipment, telephone equipment, doorbells, garage doors, shower units, portable and fixed heating systems, immersion heaters, power generating systems including solar panels and wind turbines, any 3 phase electrical systems;
- Electrical wiring or electrics in communal areas of your home.

## Section 6 - Emergency Gas Supply Pipe

#### What is covered?

The **insurer** will provide cover in respect of an **emergency** following to any damage to the internal gas supply pipe following a gas leak occurring in **your home**. **Our assistance** will only be provided once the National Gas Emergency Service have attended and isolated the leak. In the event that **your home** becomes uninhabitable for more than 48 hours as a result of an **emergency** covered by this section relating to **your** gas supply pipe, **we** will pay up to £250 (including VAT) for the cost of suitable alternative accommodation.

#### What is excluded?

Exclusions Applying to Section 6:

- a) General or routine maintenance;
- The breakdown of any gas boiler, fire, central heating or hot water system;
- Temporarily frozen pipes where there is no permanent damage;
- d) Systems not installed correctly by an appropriately qualified person or which do not conform to any governing Gas Safe regulation or requirements;
- e) Pipes outside the boundary of **your home**.

## Section 7 – Security, Lost keys, Roofing and Pest infestation

#### What is covered?

The **insurer** will pay for the **call out**, labour and parts and materials involved in an **emergency** relating to the security or roofing of **your home**, a **pest** infestation or the loss of the only available key to **your home**.

Security and Roofing – The **insurer** will arrange an **emergency** repair to make the **home** safe and/or prevent further damage in the event of damage or failure to the roof, external lock, door or window.

Lost Keys – The **insurer** will assist **you** to gain access to **your home** arising from the loss of the only available key to **your home**, when **you** are unable to replace it or gain normal access.

**Pest** Infestation – The **insurer** will assist **you** to remove any **pest** infestation inside **your home**.

In the event that **your home** becomes uninhabitable for more than 48 hours as a result of an **emergency** covered by this section relating to **your** security, lost keys, roofing or **pest** infestation **we** will pay up to £250 (including VAT) for the cost of suitable alternative accommodation.

# What is excluded?

Exclusions Applying to Section 7:

- a) Pest infestation relating to pests which are not defined in this policy; including but not limited to; ants, fleas, bedbugs, spiders, flies, squirrels and bees;
- b) **Pest** infestations of any outbuilding, or any other part of **your** property which is not part of main **home**, or where the living areas of the property are not affected;
- c) Damage caused by **pests**;
- Loss of keys to the main property if a duplicate set exists;
- e) Loss of keys for any outbuilding, garage or shed which is not part of the main **home**;
- f) The failure of any internal doors and/or window lock;
- g) The replacement or repair of electronic units powering garage doors.

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).



#### **General conditions**

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

#### 1. Claims

- a) You must allow the **insurer** reasonable access to the **home** to enable appropriate treatments to be carried out and follow advice from the **approved engineer** and / or the **helpline** in removing furniture if this is deemed necessary;
- You must take reasonable care and maintain the home and its equipment in good order and take all reasonable precautions to prevent loss or damage;
- c) You must respond to the insurer promptly in all matters relating to a claim;
- d) The insurer reserve the right to:
  - i) take over any claim or proceedings at any time at the **insurers** expense and conduct them in **your** name should the **emergency** be as a result of an incorrect or failed previous repair;
  - ii) negotiate or settle any claim on your behalf;
  - iii) contact you directly at any point concerning your claim;
- e) The **insurer** reserves the right to use non genuine replacement parts supplied from third parties in addition to those parts that may be sourced from the manufacturer or their approved suppliers. **We** are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any spares. To improve the quality of the service provided, calls to the **helpline** may be recorded.

#### 2. 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.

Please note, this policy will automatically terminate in the event that your main insurance policy is cancelled for any reason.

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.

## 3. 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.

#### 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;

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).



- 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

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. 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.

## 6. 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.

## 7. 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**

We shall not be liable for costs arising from or in connection with:

- Any defect that may give rise to an emergency which is known to you prior to the commencement date of your policy or any defects which occur within the deferment period;
- Claims arising after the home has been left unoccupied;
- 3. Any wilful or negligent act or omission by **you** or any third party;
- 4. Events where on attendance it becomes clear that the **call out** is not an **emergency**;
- 5. General maintenance work or any system that has not been regularly maintained;
- 6. Loss of or damage arising out of disconnection from or interruption to the public supply of gas or water or electricity to **your home**;
- 7. Any parts or item that may need to be replaced as a result of wear and tear or gradual deterioration;
- 8. Any **emergency** arising from poor workmanship or design defect;
- 9. Any repair that is, in **our** opinion, either difficult or impossible to complete due to problems with access needed to facilitate the repair;
- 10. Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration;
- 11. Replacement of bespoke or designer radiators or towel rails;
- 12. Commercial and business premises, mobile homes and bed-sits;
- 13. Any boiler or system that has not been serviced in line with manufacturer's recommendations;
- 14. Improvements including work that is needed to bring the insured system up to current standards;
- 15. Homes situated outside the territorial limits;
- 16. An emergency arising from or associated with pollution or contamination;
- 17. Any damage caused by the approved engineer in gaining access in order to affect an emergency repair;

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).



- 18. 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;
- 19. Any direct or indirect consequence of **terrorism** as defined by the Terrorism Act 2000 and any amending or substituting legislation;
- 20. 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;
- 21. Any system(s) not installed properly or in line with manufacturers guidelines;
- 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.

#### 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** policy is 12 months. 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** 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.

## 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.

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).



#### **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.

#### **Astrenska Privacy Notice**

## How we use the information about you

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

- Meet our contractual obligations to you;
- · issue you this insurance policy;
- deal with any claims or requests for assistance that you may have
- service your policy (including claims and policy administration, payments and other transactions); and, detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed:
- · protect our legitimate interests

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

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

The personal information we have collected from you will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies and databases, and your data protection rights, can be found by visiting <a href="https://www.cifas.org.uk/fpn">www.cifas.org.uk/fpn</a> and <a href="https://www.insurancefraudbureau.org/privacy-policy">www.insurancefraudbureau.org/privacy-policy</a>.

## 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: <u>data.protection@collinsongroup.com</u>

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/.

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).