



HomeProtect.co.uk

**Your Owner Occupied Legal Expenses,
Home Emergency and Key Protection Cover**
POLICY BOOKLET



Welcome

Thanks for choosing us to protect your home.

We're different

Customers tell us that it's important to be clear about what they're covered for; so we've been through this booklet to make sure it is written as clearly as possible.

Insurance can be complicated – there is still plenty of detail we need to tell you about – but we make every effort to make sure that you're clear on what you've bought.

What's coming up in this booklet

This booklet is relevant to you if you own and occupy your property and if your schedule highlights that Legal Expenses, Home Emergency cover or Key Protection Cover is included within your policy.

If you have this cover, please read this booklet carefully to ensure that the cover we provide is exactly what you need. Certain words, as detailed on pages 3 to 9 have specific meanings. To help you identify these we have capitalised them throughout this booklet.

When you read this booklet in conjunction with the rest of our Policy Documents please make sure that:

- All the details shown in the statement of fact and schedule are correct (let us know immediately if any changes are necessary);
- You have read the conditions relating to the cover options including the general conditions and exclusions;
- You understand the notes on how to make a claim as shown throughout the policy document.

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I hope everything is really clear, if not, our friendly UK based team are on-hand to talk you through it.

Mark Eastham
CEO - HomeProtect

Definitions Applicable to the whole Policy

There are certain words used throughout this booklet and Policy Document that start with a capital letter. These are 'defined terms', words that have a specific meaning. The full list of defined terms, and what they mean can be found below:

Cover

The benefits available to You under each Cover Option

Cover Option

An optional section of Cover available under a HomeProtect Policy

Endorsement/Clause(s)

A change in the terms and conditions of this Policy

Insurer(s)/They/Their

Legal Expenses:

The insurer for all Cover options is UK General Insurance Limited on behalf of Great Lakes Insurance SE

* UK General Insurance Limited are an insurers' agent and in the matters of a claim act on behalf of the insurer(s)

Home Emergency & Key Protection:

Astrenska Insurance Limited

Heave

The upward movement of the ground supporting the building

Landslip

Downward movement of sloping ground

Period of Insurance

As shown on Your Schedule or, if You purchase Cover after the start date of Your Buildings and contents Policy, the period of insurance starts at the date of purchase of the additional Cover Option and expires when the Buildings and contents Policy expires, as shown on Your Schedule

Policy

The written contract between You and the Insurer, which comprises this booklet, the Statement of Fact, the Schedule and any Endorsements/Clauses, which should be read together. The Policy is based on Your answers to Our questions when You applied for this insurance

Property

The private dwelling including outbuildings at the insured address shown in the Schedule used for domestic use only, unless You tell Us, and We agree, that Your property is used for other purposes and an Endorsement confirms it

Provider(s)

Legal Expenses:

This insurance is arranged by Motorplus Limited trading as 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 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 on request.

Home Emergency & Key Protection:

Motorplus Limited trading as Coplus acting on behalf of Astrenska Insurance Limited.

Schedule

The schedule is part of this Policy and contains details of what You have chosen, and the Insurer(s) have agreed, to insure

Statement of fact

A record of the information You provided Us when originally applying for this insurance and subsequently, and which will have been provided to You by Us as evidence of the basis on which Your application has been accepted and this Policy issued

Subsidence

Downward movement of the ground beneath the Buildings

Territorial Limits

The United Kingdom, the Isle of Man or the Channel Islands

Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation

You / Your / Insured

Legal expenses:

The person or persons named in the Schedule, who must be domiciled in the Territorial Limits, plus any of the following who live with them in their permanent place of residence: their spouse or partner; their parents; their parents-in-law, their children who permanently reside with them at the Property. Anyone claiming under this Policy must have their agreement to make a claim

Home Emergency:

The person named in the Schedule and/or any person who lives in or is staying at the home

Key Protection:

The Policyholder and any immediate member of their family residing at the same address as the Policyholder during the Period of Insurance

We / Us / Our

Avantia Insurance Limited, trading as HomeProtect and/or Motorplus Limited trading as Coplus

Definitions Applicable to Legal Expenses

These definitions form part of the main Policy definitions but are specific to Legal Expenses. Wherever the following words appear they will have the meanings shown below.

Appointed Representative

The solicitor, solicitors' firm, barrister or other suitably qualified person appointed or approved by Us to act on Your behalf. Please refer to Non-Panel Solicitor definitions below

Bodily Injury

Bodily injury includes death or disease

Buildings

- The Property and its decorations
- Fixtures and fittings attached to the Property
- Domestic outbuildings and garages
- Permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks

within the insured address (as listed in Your Schedule) that You own or are legally responsible for

Costs and Expenses

Legal and professional legal fees for which You are responsible, including reasonable fees, costs or expenses the Appointed Representative acting for You has to pay during the course of Your Legal Proceedings. This also includes Disbursements; however these Disbursements must be in respect of services provided by a third party to You, rather than services supplied by the Appointed Representative. Legal costs will not be paid on an interim basis throughout a claim

Date of Occurrence

The date of occurrence is the date of the event, which may lead to a claim (if there is more than one relevant event, the date of occurrence means the date of the first of these events)

Disbursements

Any sum spent by an Appointed Representative on Your behalf in respect of services supplied by a third party. Disbursements may include (but are not limited to) barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees

Legal proceeding

Civil court, civil tribunal, or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the Territorial Limits

Non-Panel Solicitor

We work closely with an existing selection of solicitors that We can recommend to You in the event of a claim, to act on your behalf and provide assistance, these are known as panel solicitors. If you decide to appoint a representative of your own choosing, they will be referred to within this policy as a 'Non-Panel' Solicitor. Please refer to – Appointed Representative on pages 20-23.

Property

The address which is named in the Schedule

Reasonable Prospects

In order for Us to accept Your claim, We must deem that there are Reasonable Prospects: A 51% or greater chance that You will recover losses or damages (or obtain any other legal remedy that We

have agreed to, including an enforcement of judgment), make successful defence or make a successful appeal or defence of any appeal in Your pursuit of civil proceedings or criminal proceedings

Sum(s) insured

The particular amount of Cover for the Cover Option as shown in the Schedule or Policy

Territorial Limits

The United Kingdom, the Isle of Man or the Channel Islands

Definitions Applicable to Owner Occupied Home Emergency

These definitions form part of the main Policy definitions but are specific to Home Emergency. Wherever the following words appear they will have the meanings shown below.

Approved Engineer

An approved engineer carrying out repairs approved and authorised by the Provider

Beyond Economic Repair

In the opinion of Our Approved Engineer the cost of repair is more than the cost of replacement.

Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to Your claim unless specifically stated in this Policy.

Emergency

A sudden unexpected event occurring during the Period of Insurance, involving Your Property which, in the Provider's opinion, exposes the Insured persons to a risk to their health, or necessitates immediate remedial action to render the Property safe or secure, and avoid damage or further damage, or restoration of the Mains Services.

Emergency Repairs

- **Sections 1-7:** Work undertaken by an Approved Engineer to resolve the Emergency by completing a temporary repair which will resolve the Emergency but may need to be supplemented by a permanent repair. A permanent repair will be carried out only if it can be undertaken on the first visit and would cost no more than a temporary repair. This condition does not apply to Primary Heating System Cover where the part is not available at the point of call out.
- **Section 8:** Work undertaken by an Approved Engineer in dealing with the professional extermination and/or control of Pests in the event of an Emergency.

Limit of Indemnity

The maximum amount the Insurer will pay in respect of Emergency Repairs to resolve the Emergency, comprising call out, labour, parts and / or materials:

- **Sections 1 to 7:** £500 (incl VAT) per claim
- **Alternative Accommodation:** £100 (incl VAT) per claim

Mains Services

Mains drainage to the boundaries of the Property, water, electricity and gas within the Property and the Primary Heating System or hot water where no alternative exists.

Period of Insurance

12 months from inception or the period of time for which the Insurer has agreed to provide this insurance as detailed on the HomeProtect Policy Schedule.

Pest(s)

- Wasps' and/or hornets' nests
- Rats
- Mice.

Primary Heating System

The principal central heating and hot water system in the Property including the boiler or warm air unit, programmer, room thermostat, pumps, hot water cylinder, and radiators but excluding any form of solar heating system and any non-domestic central heating boiler or source of heat.

Territorial Limits

The United Kingdom, the Isle of Man or the Channel Islands.

Unoccupied

Where no one has resided in the home for a period exceeding 30 consecutive days.

Definitions Applicable to Key Protection Cover

These definitions form part of the main Policy definitions but are specific to Key Protection Cover. Wherever the following words appear they will have the meanings shown below.

Fob

The numbered tag issued to the Policyholder by the Provider which the Provider has registered in the Policyholder's name.

Insured Event

The loss or theft of, or damage to, any Insured Key.

Insured Key

Any key which is attached to the Fob.

Limit of Indemnity

£1,500 being the maximum amount payable in aggregate in each Period of Insurance.

Policyholder

The person in whose name the Provider has registered the Fob.

Territorial Limits

The United Kingdom, the Isle of Man or the Channel Islands.

Getting Started: Important information applicable to the whole Policy

The Policy document is arranged by Cover Option. It is important that:

- You are clear which Cover Option You have requested and want to be included as the insurance relates ONLY to those Cover Options which are shown in the Schedule as being included;
- You understand what each Cover Option provides and does not provide;
- You understand Your own duties under each Cover Option and under the insurance as a whole

Your Cover begins on the start date and continues for a period of 12 months unless You purchase this Policy during the term of Your Buildings and/or contents insurance with Us, in which case this Cover begins on the date You purchase this Policy and ends on the same date as the Buildings and/or contents Policy expires.

Cooling off period

You are entitled to cancel this insurance Policy by contacting Us within 14 days of purchase, We will then refund Your premium in full. If You wish to cancel Your Policy after 14 days You will not be entitled to a refund.

Cancellation and fees

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:

- Fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with Policy terms and conditions
- You have not taken reasonable care to provide complete and accurate answers to the questions asked

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.

If any party to this insurance cancels all cover under the main HomeProtect home Insurance Policy at any time during the Period of Insurance, We will automatically cancel all of the additional Cover Options You purchased that appear on Your latest Schedule. There will be no additional fees or refunds due as a result of Your legal expenses and/or Home Emergency policies being cancelled.

If any party to this insurance cancels any of the HomeProtect additional Cover Options outside the cooling off period but cover under the main HomeProtect home insurance Policy continues, no

refund will be due in respect of any of the additional Cover Options and You will still need to pay the full annual premium for them if You have not already done so. Details of any non refundable cancellation or administration fees are contained in the document entitled: "Important Information About Our Insurance Services".

For details of Policy fees please refer to the "Important Information About Our Insurance Services" document.

Complaints

Our aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times We are committed to providing You with the highest standard of service.

If You are unhappy with the service provided for any reason or have cause for complaint, please follow the instructions below:

All complaints to:

Quality Assurance Team,
Coplus, Floor 2,
Norfolk Tower,
48-52 Surrey Street,
Norwich
NR1 3PA

Please ensure Your HomeProtect Policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service.

You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR
Tel: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk
Website: 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.

The Financial Services Compensation Scheme

If we or the Insurer(s) cannot meet our obligations you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). If You were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Most insurance contracts are covered for 90% of the claim with no upper limit.

Further information is available from the Financial Services Compensation Scheme (P O Box 300, Mitcheldean, GL17 1DY.) and on their website: www.fscs.org.uk

Sanctions

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose us to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.

Consumer Insurance (Disclosure & Representations) Act 2012

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; and
- 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.

Data Protection

We may use Your personal information to manage insurance policies, handle claims and to provide Our services to You. We only use Your personal information where it is necessary to do so, for example, to fulfil Our contractual obligations, to comply with Our legal obligations, or where it is necessary for Our legitimate interest(s). Where We use Your personal information, We will do so in accordance with applicable Data Protection legislation.

We may share Your personal information with third party service providers and agents. If We need to share Your personal information outside the European Economic Area, We take steps to ensure that equivalent protections are in place.

To find out more information on how We use Your personal information, please refer to the Home-Protect Privacy Policy <https://www.homeprotect.co.uk/security-privacy>

Further information about how We use Your personal information can be found on the Information Commissioner's Office register – Our registration number is: Z7831579.

Law & Jurisdiction applicable to the insurance

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 disputes regarding the interpretation of this Policy.

Notice

Insurers and Their agents share information with each other to prevent fraudulent claims and to assess whether to offer insurance (including the terms) via the Claims and Underwriting Exchange Register, operated by Insurance Database Services Limited. A list of the subscribers is available upon request or You can visit www.cueuk.org for further information.

In dealing with Your application, this register may be searched and in the event of a claim, the information You have supplied together with other information relating to the claim may be put on the register and made available to subscribers.

Our Providers and Insurers

Legal Expenses:

This insurance is arranged by Motorplus Limited trading as Coplus & 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 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 on request.

Home Emergency & Key Protection:

This insurance is arranged by Motorplus t/a Coplus and is underwritten by Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. This insurance is effected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202846. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

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

General conditions applicable to the whole Policy

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 page 11. 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 will be binding on both parties. The costs of the Arbitration shall be at the discretion of the arbitrator. If We are not able to agree on the appointment of an arbitrator, We shall ask the President of the Chartered Institute of Arbitrators to decide. Their decision will be final and binding on both parties.

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 comply with all Acts of Parliament and with all orders, regulations and by-laws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this Clause will be payable by You and Us in Our own rights respectively.

Severability Clause:

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

Acts of Parliament:

All references to Acts of Parliament in this Policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

Compliance and Precautions:

You must comply with each and every term of this Policy and must take all reasonable precautions to minimise the cost of any claim.

Cancellation:

The Policyholder may cancel this Policy at any time. If the Policyholder cancels within 14 days of either the inception or renewal date or the date they receive the contractual terms and conditions then the Provider will return any premium already paid (providing that no claims have been made).

If the Policyholder cancels outside this period they will not be entitled to any refund of premium. The Insurer/Provider may cancel the insurance by giving the Policyholder 30 days notice in writing sent to the Policyholder's last known address.

Alteration:

The Provider or the Policyholder shall notify the Insurer as soon as reasonably possible of any alteration in risk which materially affects this Policy.

Communications:

All communications from the Insurer or Their representatives shall be deemed duly sent if sent by the Provider or Their representatives to the last known address of the Policyholder, or the address of Their representative if relevant. All communications by the Policyholder to the Insurer or Their representatives shall be deemed duly sent if sent to the Provider.

Presentation of Claims by the Insured:

The Policyholder must notify the Provider as soon as reasonably possible of any Insured Event which may give rise to a claim, complete any forms requested by the Provider and promptly supply such information as the provider or Their agents require.

Assignment:

This Policy may not be assigned in whole or in part without the written consent of the Provider.

Governing Law:

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

General exclusions applicable to the whole Policy

Fraudulent Claims/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; 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, 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.

The Insurer will not pay any claim directly or indirectly caused by or contributed to or arising from 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.

Any claim where the Date of Occurrence is before the inception date of this Policy.

Any direct or indirect consequence of war, civil war, Terrorism, 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;

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.

Owner Occupied Legal Expenses

What is covered

The Insurer will insure You for legal Costs and Expenses for an Insured Event:

- which occurs within the Territorial Limits, the Isle of Man and the Channel Islands
- which occurs during the Period of Insurance
- up to the Sum Insured shown on Your Schedule
- subject to the terms, exclusions and conditions of the Policy

This insurance covers the Cost and Expenses to a maximum of £100,000 in connection with civil Legal Proceedings for any of the following insured incidents in order to pursue a civil claim directly arising from one or more of the following events or causes, occurring within the Territorial Limits, the Isle of Man or the Channel Islands and where the Date of Occurrence is within the Period of Insurance, provided that the premium has been paid and the Insurer considers that there are Reasonable Prospects of success:

- | | | |
|----------------------------|---------------------------------|--------------------|
| ▪ Death or personal injury | ▪ Sale or purchase of Your home | ▪ Consumer pursuit |
| ▪ Property infringement | ▪ Nuisance and trespass | ▪ Consumer defence |
| | | ▪ Employment |

Important notice

Please do not ask for help from a solicitor until the Insurer has agreed to cover their costs. If You do, they will not be able to pay the costs incurred. Please remember that Their claims line is in operation 24 hours a day, 365 days a year.

Death or personal injury: Costs to pursue a legal action in respect of Your death or personal injury.

Property infringement: An infringement of Your legal rights as a result of Your ownership or occupation of Your permanent place of residence.

Sale or purchase of Your home: Costs to pursue or defend a legal action arising from a breach of contract in respect of the sale or purchase of Your permanent place of residence.

Nuisance and trespass: Costs to pursue legal action relating to material property, which is owned by You or for which You are responsible, following:

- for nuisance or trespass against a third party.
- for damages against a third party causing physical damage to Your permanent place of residence.
- Costs and Expenses in You defending a counter-claim in respect of Property infringement and damage.

Consumer pursuit: Costs to pursue legal action following a breach of contract for the purchase, hire, leasing or sale of personal or private goods, use of services for personal use (including repair, servicing or maintenance of a vehicle owned or used by or hired or leased to You.)

Consumer defence: Costs to defend legal action brought against You following a breach of contract You have for selling Your own personal goods.

Employment: Employment disputes (provided You have a valid contract of employment) for Your work as an employee.

Legal costs incurred in defending Your legal rights as an employee for the following:

- Civil proceedings brought against You for unlawful discrimination
- When being charged by the police or Health and Safety Executive, or anybody else with the power to prosecute;
- Action brought against You for compensation under Section 13 of the Data Protection Act 2018;

What is not covered

For any claim in relation to death or personal injury, the Insurer will not pay for any claim relating to the following:

- Any illness or Bodily Injury, which happens gradually or is not caused by a specific or sudden accident.
- Death or personal injury arising out of a road traffic accident unless You are injured as a pedestrian or cyclist.

For any claim in relation to Property infringement and/or the sale or purchase of Your home, the Insurer will not pay for any claim relating to the following:

- Subsidence, Heave, Landslip, mining or quarrying
- Any Building or land other than Your principal home
- Work done by any government or public or local authority unless the claim is for accidental physical damage;
- Restrictions or controls placed upon Your principle home by any government or public or local authority unless the claim is for accidental physical damage
- The planning, construction or structural alteration of any Building or parts of them
- An infringement of legal rights which occurs within 60 days of the start of this Policy

For any claim in relation to nuisance and trespass, the Insurer will not pay for any claim relating to the following:

- Any contract entered into by You prior to the inception date of this Policy
- Legal Costs and Expenses in defending Your legal rights (other than in defence of a counter-claim)
 - An excess of £250 applies in respect of nuisance or trespass claims

For any claim in relation to consumer pursuit and/or consumer defence, the Insurer will not pay for any claim relating to the following:

- A collision, accident or incident resulting from the driving or use of a motor vehicle owned by, or hired or leased to You,
- The settlement payable under an insurance Policy

For any claim in relation to employment, the Insurer will not pay for any claim relating to the following:

- Any claims made less than 90 days from the date of inception of this Policy unless comparable insurance was previously in place and Cover continues uninterrupted

Settling claims: Owner Occupied Legal Expenses

Making a claim

The claims line is open 24 hours a day.

Call 0330 660 0660 quoting HomeProtect.

This number is also noted on Your Schedule.

The following information will be required:

- Your name
- Your address
- Your HomeProtect Policy number
- The type of Insured problem You are experiencing

Legal expenses helpline

The Insurer provides this service 24 hours a day, seven days a week during the Period of Insurance. The helpline applies to the Territorial Limits. To help the Insurer check and improve Their service standards, telephone calls may be recorded.

When phoning, please tell the Insurer You are a member of the HomeProtect scheme.

Please do not phone the helpline to report a general insurance claim.

Legal advice service

The Insurer will give You confidential legal advice over the phone on any personal legal problem, under the laws of the Territorial Limits, the Isle of Man and the Channel Islands.

The Insurer will not accept responsibility if the helpline services are unavailable for reasons They cannot control.

To contact the helpline, please refer to the number printed on Your Schedule.

Additional exclusions applicable to Owner Occupied Legal Expenses

The Insurer will not pay for:

Any claim where the Date of Occurrence is before the inception date of this Policy.

Any claim that is not notified to Us as soon as is reasonably possible after the Date of Occurrence when the claim may be prejudiced by late notification.

Any Costs and Expenses incurred whilst You are bankrupt unless Your affairs are in the hands of a receiver. In order to pursue a valid claim, the Insurer will only be able to deal directly with the receiver.

Legal expenses of any appeal proceedings, unless You tell the Insurer of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and They consider the appeal to have Reasonable Prospects of success.

Any claim where the amount in dispute is less than £100.

Any travelling expenses, subsistence allowances or compensation payments for absence from work.

Fines, penalties, compensation or damages, which You are ordered to pay by a court or other authority.

Enforcement of money judgments.

Any insured incident intentionally brought about by You.

Any claim relating to:

- Any criminal act or conduct or alleged criminal act or conduct,
- Divorce, judicial separation, annulment, cohabitation, residence, contact, financial provision, ancillary relief, affiliation, pre-nuptial agreements, mediation, conciliation, or care proceedings,
- Probate or inheritance,
- Patents, copyrights, trademarks, service marks, registered design, intellectual property or secrecy or confidentiality agreements,
- Your business profession or trade, or any venture for gain undertaken by You, outside Your contract of employment,
- Clinical negligence,
- Shareholding, directorship or partnership disputes,
- Written or verbal remarks, which damage Your reputation,

Any reference to the European Court whether made by You, a court arbitrator or tribunal.

A dispute with the Insurer unless covered under Arbitration.

An application for Judicial Review.

Any legal action You take which the Insurer or the Appointed Representative has not agreed to, or where You do anything that hinders the Insurer or the Appointed Representative.

Any incident covered by another insurance Policy.

Additional conditions: Owner Occupied Legal Expenses

This is a legally binding contract of insurance between You and the Insurer. This contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. The Insurer may cancel or change any part of this contract without getting anyone else's permission.

You must:

- Keep to the terms and conditions of this Policy,
- Take reasonable steps to keep any amount the Insurer has to pay as low as possible,
- Try to prevent anything happening that may cause a claim,
- Send everything the Insurer asks for in writing.

The Insurer can take over and conduct in Your name, any claim or Legal Proceedings at any time,

The Insurer can negotiate any claim on Your behalf,

You are free to choose an Appointed Representative (by sending the Insurer a suitable qualified person's name and address) if:

- The Insurer agrees to start court proceedings and it becomes necessary for a lawyer to represent Your interests in those proceedings: or
- There is a conflict of interest: The Insurer may choose not to accept Your choice, but only in exceptional circumstances.

If there is a disagreement over the choice of Appointed Representative in these circumstances, You may choose another suitable qualified person.

Before Legal Proceedings are issued, an Appointed Representative from Our panel will be appointed to act for You to pursue, defend or settle any claim We have accepted in accordance with the terms and conditions of this Policy;

Should Legal Proceedings need to be issued or have been issued against You, or where there is a conflict of interest, You can choose a Non-Panel Solicitor of Your choosing. You must inform Us in writing of the full name and address of the representative You want to act for You.

If there is any dispute over Your choice of Non-Panel Solicitor You will be asked to nominate an alternative. If, after having done so, We are still not able to agree, You may escalate the matter in accordance with General Condition 1 - Arbitration which can be found on page 14 of this Policy. Until the complaint has been resolved, or until such time as an arbitrator has reached a decision, We shall be entitled to appoint an Appointed Representative from Our panel in order to protect Your interests in any Legal Proceedings.

If You do select to appoint Your own Non-Panel Solicitor, this insurance will not cover expenses over and above the costs that Our panel would charge in equivalent circumstances. For Your information, this means that We would take into account the seriousness of the claim and the location and class of Non-Panel Solicitor that You choose. The hourly rate is currently set at £125 + VAT. We reserve the right to assess each case on its merits and may agree to pay additional fees if We feel the situation warrants it. This will remain entirely at Our discretion;

The Appointed Representative or Non-Panel Solicitor will have direct contact with Us and must fully cooperate with Us at all times, and You must cooperate with Your representative, providing all necessary information and assistance to them as required;

Any Non-Panel Solicitor that You appoint must sign Our standard terms of appointment and adhere to all of its terms. You agree to Us having access to the Appointed Representative's or Non-Panel Solicitor's (as the case may be) file relating to Your claim. You will be considered to have provided express consent to Us or Our appointed agent to access the file for auditing, quality and cost control purposes.

You must tell the Insurer if anyone offers to settle a claim or makes an offer of payment into court, If You do not accept a reasonable offer to settle a claim, the Insurer may refuse to pay any further Costs and Expenses,

The Insurer may decide to pay You the amount of damages that You are claiming, instead of starting or continuing Legal Proceedings.

You must tell the Appointed Representative to have Costs and Expenses taxed, assessed or audited, if the Insurer ask for this,

You must take every step to recover Costs and Expenses that the Insurer has to pay, and must pay the Insurer any Costs and Expenses that are recovered,

The Insurer will not be bound by any promises or undertaking which You may give to the Appointed Representative, or which You or the Appointed Representative give to any person about payment of fees or expenses.

If the Appointed Representative refuses to continue acting for You with good reason or if You dismiss the Appointed Representative without good reason, the Cover the Insurer provides will end at once, unless the Insurer agrees to elect another Appointed Representative.

If You settle a claim or withdraw a claim without the Insurer's agreement, or do not give suitable instructions to an Appointed Representative, the Cover the Insurer provides will end at once and They will be entitled to reclaim any Costs and Expenses paid by them.

Where reasonable and necessary, We may obtain at Our own cost, advice on prospects for Your claim from an independent barrister. This will be in the event that there is a dispute on the prospects of success for Your claim, between Your choice of Appointed Representative and Our Panel Solicitors.

The Insurer may, at Their discretion, require You to obtain at Your expense, an opinion from a barrister chosen by You and the Insurer, as to the merits of a claim or proceedings. If the barrister's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the Insurer will pay the cost of obtaining the opinion.

We or the Insurer can cancel this Policy at any time as long as We tell You at least 30 days in advance. You can cancel this Policy at any time.

The Insurer will not pay any claim covered under any other Policy, or any claim that would have been covered by any other Policy, if this Policy did not exist.

Where an award of damages is the only legal remedy to a dispute and the cost of pursuing civil proceedings is likely to exceed the value of any such award of damages, the most the Insurer will pay in respect of Legal Costs is the value of the likely award of damages

If You die, the Insurer will insure Your personal legal representatives to pursue disputes covered by this Policy arising from Your death, provided they keep to the terms of the Policy.

Owner Occupied Home Emergency

What is covered

The aims of this insurance Policy

This Policy is an Emergency Policy and not a household Buildings or contents Policy. It should complement Your HomeProtect Buildings and/or contents Policy and provide benefits and services which are not normally available under a Buildings or contents Policy.

This Policy does not cover normal day-to-day Property maintenance such as attention to items which tend to gradually wear out over a period of time, or need periodic attention, for example the de-scaling of central heating pipes or the replacement of tap and cistern washers.

The Provider undertakes to provide rapid, expert help if You suffer an Emergency arising from an incident covered under this Policy. The Provider will arrange for one of Their nationwide list of approved Approved Engineers to attend and take action to stabilise the situation and resolve the Emergency.

Standard of Workmanship

Motorplus Limited trading as Coplus & underwritten by Astrenska Insurance Limited will monitor the progress of Your assistance but cannot be responsible for the repair work provided by an Approved Engineer.

Demands and Needs

This Policy meets the demands and needs of customers who want to insure against the risk of certain domestic Emergency situations. Motorplus Limited trading as Coplus does not make any personal recommendation as to whether this Policy will suit Your individual circumstances.

This Policy covers:

In the event of an Emergency as below the Insurer will indemnify the Insured, subject to the Limit of Indemnity, in respect of costs incurred for a Approved Engineer to carry out Emergency Repairs of up to £500 (including VAT):

- | | | |
|---|--|-------------------------------|
| ▪ Burst pipes | ▪ Failure of hot water heating | ▪ Security emergency |
| ▪ Mains water, gas & electricity | ▪ Total failure & breakdown of primary heating | ▪ Roofing damage |
| ▪ Blockage, breakage & flooding of drains or sewers | ▪ Inoperable toilet | ▪ Pests |
| | | ▪ Uninhabitable accommodation |

Burst pipes: Burst pipes or sudden leakage likely to cause damage to the Property or its contents.

Mains water, gas & electricity: Failure of Your domestic water mains supply, gas, electricity (on the domestic side of the supply authority's main fuse)

Total failure & breakdown of primary heating: Total failure and/ or breakdown of Your Primary Heating System.

Inoperable toilet: Inoperable toilet, breakage of the internal mechanism within the cistern which prevents flushing and creates an Emergency as there is no other toilet in the Property.

Security emergency: The Property being made insecure due to either complete failure of or damage to the Property's external locks, doors or windows.

Roofing damage: The roofing, down-piping or guttering failing and further water damage being a likely result of such failure.

Pests: An infestation of Pest(s).

Uninhabitable accommodation: In the event of the Property becoming uninhabitable and remaining so overnight the Insurer will, at Their discretion, arrange and pay up to £100 (including VAT) in total for:

- Your overnight accommodation; and/or
- transport to such accommodation.

What is not covered

Under all sections of Cover, the Insurer will not be liable for costs incurred in respect of:

- normal day-to-day maintenance or any matter that is not an Emergency;
- breakage of internal glass or of any basin, bath, bidet or shower base;
- failure of any services where the problem is situated outside the boundary of the plot of land on which Your Property is situated or beyond the part of the sole or shared supply system or piping for which You are legally responsible;
- the cost of effecting permanent repairs once the immediate Emergency situation has been resolved, including any redecoration or making good the fabric of the Property;
- damage incurred in gaining necessary access;
- breakdown of, loss of or damage to domestic appliances or Saniflow toilets and other mechanical equipment.

For any claim in connection with the Primary Heating System or warm air unit or hot water, the Insurer will not be liable for costs incurred in respect of:

- air locks in the central heating piping;
- the re-lighting of central heating boilers;
- failure of zone or changeover valves or energy management systems;
- any claim involving a boiler or warm air unit with an output exceeding 170,000 btu's capacity;
- any boiler or warm air unit more than 15 years old; (note: You should find the age of Your boiler recorded on Your boiler service documentation);
- replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts;
- any costs arising as a result of failure to service the boiler or warm air unit annually or in accordance with the manufacturer's instructions. Any recommendations following servicing should be carried out and the costs will be Your responsibility;
- any intermittent or reoccurring fault;
- any water pressure adjustments or failure caused through hard water scale or sludge;
- fuel lines including gas leaks;
- any re-lighting of the pilot light (please refer to manufacturers handbook), or the incorrect operation or routine adjustments of time or temperature controls;
- any boiler or system noise;
- any radiator valves.

Settling claims: Owner Occupied Home Emergency

Making a claim

The claims line is open 24 hours a day.

Call 0330 660 3649 quoting HomeProtect Home Emergency.

This number is also noted on Your Schedule.

The following information will be required:

- Your name and home address including postcode
- Your HomeProtect Policy number
- The nature of the home Emergency

The Insurer will tell You what to do next. The telephone line is available 24 hours a day.

Before requesting assistance please check that the circumstances are covered by this Cover Option.

Please note that remote locations and unforeseeable adverse weather conditions may affect normal standards of service.

All telephone calls to the Insurer are monitored and recorded as part of Their training and quality assurance programmes. By using this service You are agreeing to the Insurer recording Your call.

Additional exclusions applicable to Owner Occupied Home Emergency

The Insurer will not be liable for costs incurred in respect of:

- Pre-existing problems or circumstances known to You at the time You purchased the insurance and which You did not notify to the Provider.
- Any costs incurred where You have not notified the Provider and obtained Their prior authorisation.
- Boilers over 15 years old. (note: You should find the age of Your boiler recorded on Your boiler service documentation);
- Damage to contents located within the Property.
- Any claims relating to the electricity supply of burglar/fire alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories.
- Callout charges, materials, labour charges or other costs covered by a manufacturer's, supplier's or installer's guarantee or warranty.
- Callout charges if there is no-one at the Property when the Approved Engineer arrives.
- Any additional charges or costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.
- The interruption or disconnection of utility services to the Property however caused, or the failure or breakdown of the electricity, water or gas supply.
- Any amount payable in respect of an Insured Event where the cost is recoverable under any other form of insurance or maintenance agreement (or which would be recoverable but for the existence of the insurance provided under this Policy).
- Subsequent claims arising from the same cause or event, when You have not taken or paid for the action recommended by the Provider's Approved Engineer to ensure that the original fault has received a definitive repair.
- Any defect, damage or failure caused by a malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair, DIY repair, or modification which does not comply with recognised industry standards.
- Any claim when the Property has been left Unoccupied for more than 30 consecutive days.
- Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this Policy.
- Any legal liability or Consequential Loss arising from the provision of, or any delay in providing the services to which this Policy relates.
- Costs associated with another property or communal/shared areas if Your Property is in a multiple-occupancy or multiple-usage block or building.
- Equipment which has not been installed serviced or maintained in accordance with statutory regulations or manufacturer's instructions or has been incorrectly used or modified or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
- Costs incurred where no fault is found.

Additional conditions: Owner Occupied Home Emergency

- You should carry out or arrange for normal continuous maintenance of Your Property (including the systems servicing the Property) in order to avoid or minimise the chances of a claim occurring. All boilers must be serviced annually and You must retain a copy of the service documentation as this will be inspected by the Provider's appointed Approved Engineer in the event of a claim.
- The Provider will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
- Your full compliance with the terms and conditions of this Policy is necessary before a claim will be paid.
- The Insurer may take proceedings at its own expense in Your name to recover any money paid under this Policy.
- You must notify the Provider as soon as possible if a claim occurs. Should the Provider authorise You to use a contractor You appoint You must supply the Provider with an estimate for the work for them to give You authorisation to continue. You will then supply the Provider with a written statement (e.g. invoice or receipt) substantiating the claim within 28 days of reporting the claim, together with any certificates, information, evidence or receipts required by the Provider at Your own expense.
- If any dispute arises as to Policy interpretation, or as to any rights or obligations under the Policy, the Provider will offer You the option of resolving this by using the arbitration procedure They have arranged. Please see the Complaints Procedure. Using this service will not affect Your legal rights.
- Unless some other law is agreed in writing, this Policy is governed by English and Welsh law. If there is a dispute, it will only be dealt with in the courts of England or Wales or of the country within the Territorial Limits in which Your main residence is situated.
- It is a condition precedent to the Provider providing the services detailed in this Policy, that You undertake to promptly pay the Approved Engineer or Motorplus Limited trading as Coplus & underwritten by Astrenska Insurance Limited for all work authorised by You which is not covered under this Policy.
- If You intend to leave Your Property Unoccupied when cold weather is normally expected, You must take all normal precautions to prevent frost damage, including turning off the water supply and leaving central heating on a low setting.
- You must maintain in full force and effect Buildings and/or contents insurance which covers the standard range of perils throughout the Period of Insurance.

Key Protection cover

What is covered

Motorplus Limited trading as Coplus provide the services and benefits described in this Cover Option during the Period of Insurance for which You have paid the premium. The Policy is underwritten by Astrenska Insurance Limited.

Important Information

This is a contract of insurance between You and Astrenska Insurance Limited. The insurance provided covers certain Costs and Expenses, subject to the terms, Limit of Indemnity, exclusions and conditions contained herein, in respect of an Insured Event which occurs within the Territorial Limits, the Isle of Man or the Channel Islands and during the Period of Insurance for which You have paid or agreed to pay the premium.

Unless expressly stated nothing in this Policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

If during the Period of Insurance and within the United Kingdom, the Isle of Man or the Channel Islands an Insured Key is lost, damaged or stolen, the Provider will Pay up to £1,500 in respect of:

- | | | |
|---|---|---|
| ▪ Locksmith charges | ▪ Car hire costs | ▪ Onward transportation |
| ▪ New locks (if a security risk has arisen) | ▪ Re-programming of immobilisers, infra-red handsets and alarms | ▪ £10 reward payable to the finder of lost keys |
| ▪ Replacement keys | | ▪ Emergency helpline |

Replacement keys: Including any immobiliser, infra-red handset and/or alarm which is integral to any Insured Key if such cannot be repaired or re-programmed

Car hire costs: Up to a maximum of £40 per day for a period of up to 3 days if Your vehicle is unusable as a result of lost or stolen Insured Keys.

Re-programming of immobilisers, infra-red handsets and alarms: Which are attached to the Fob but are not integral to an Insured Key.

Onward transportation: The cost of reasonably incurred onward transportation if You are stranded due to the loss or theft of Your Insured Keys up to a maximum of £100 per day for a maximum of 3 days.

What is not covered

The Insurer will not pay for:

- Keys lost, stolen or damaged when such keys are not attached to the Fob (unless You have already notified the Provider that the Fob has been lost or damaged and You are awaiting a replacement, in which event the Provider will consider a claim in respect of any key which They are satisfied would otherwise have been attached to the Fob)
- Any amount exceeding £1,500 in aggregate in the same Period of Insurance
- Sums claimed where You do not produce receipts or invoices for payments You have made

- Insured Keys which are lost until 3 days have elapsed since the loss (unless the Provider is satisfied that a delay would cause undue hardship or significant expense)
- Insured Keys lost or broken by, or stolen from, someone other than You
- Insured Keys if there are duplicate keys available to You immediately or reasonably quickly
- Any Insured Event not reported to the Provider within 30 days of the loss, theft or damage
- Locks which are damaged prior to the loss or theft of keys
- Replacement locks or keys of a higher standard or specification than those replaced
- Sums exceeding £50 per incident in respect of any Insured Key locked inside Property or broken in lock or ignition
- Vehicle hire charges where a hire vehicle exceeds 1600cc
- The balance of vehicle hire charges over a maximum sum of £40 a day
- Vehicle hire charges after the third day of hire
- Charges or costs incurred where the Provider arranges for the attendance of a locksmith or other tradesman, agent or representative at a particular location and You fail to attend
- Charges or costs incurred where You make alternative arrangements with a third party once the Provider has arranged for a locksmith or other tradesman, agent or representative to attend a particular location
- The balance of transport costs over a maximum sum of £100 per day
- Loss or destruction of, or damage to, any property other than an Insured Key and its associated lock or ignition system, and any immobiliser, infra-red handset and/or alarm attached to the Fob
- Any loss of earnings or profits which You suffer as a result of the loss or theft of, or damage to an Insured Key
- Claims arising from any deliberate or criminal act or omission by You
- Loss or theft of, or damage to an Insured Key which occurs outside the Period of Insurance
- Claims arising as a result of Your failure to take all reasonable steps to safeguard an Insured Key
- Any claims made without valid receipts or tickets and prior authorisation by Us.

Settling claims: Key Protection Cover

Making a claim

The claims line is open 24 hours a day.

Call 0330 660 3614 quoting HomeProtect.

No excess is payable.

This number is also noted on Your Schedule.

There is no limit to the number of separate claims which You may make within the Period of Insurance subject to the fact that the total aggregate sum which the Provider will pay in each Period of Insurance is £1500

The following information will be required:

- Your name
- Your address
- Your Fob number

You must report any claim to the Provider within 30 days of the Insured Event.

This Policy may not be assigned in whole or in part without the written consent of the Provider.

Useful Contacts

Top tip: store the HomeProtect Claims numbers and Your HomeProtect Policy number in Your phone so it's always to hand in an emergency.

Owner Occupied Legal Expenses Claims

0333 241 9560



Open 24 hours per day



fpclaims@coplus.co.uk

Owner Occupied Home Emergency Claims

0330 660 3649



Open 24 hours per day

Key Protection Cover Claims

0330 660 3614



Open 24 hours per day



keyclaims@coplus.co.uk

HomeProtect Customer Service

0330 660 1000



Open 9am to 8pm Monday to Friday, 9am to 1pm Saturday. Closed Sunday and bank holidays.



service@homeprotect.co.uk

HomeProtect Claims

0330 660 0660



Open 24 hours per day

Financial Ombudsman Service

0300 1239 123



Open 8am to 8pm Monday to Friday, 9am to 1pm Saturday. Closed Sunday.



Complaint.info@financial-ombudsman.org.uk

Calls are recorded and monitored

We're HomeProtect. A brand or "trading name" of Avantia Insurance Limited (Company Reg. 4567760). We're based at: C I Tower, St George's Square, New Malden, KT3 4HG

This Policy booklet's name is: HP PB/4 1119