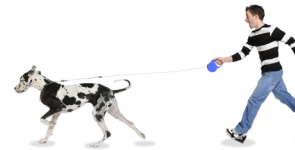
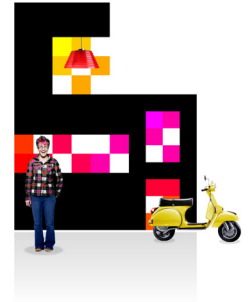
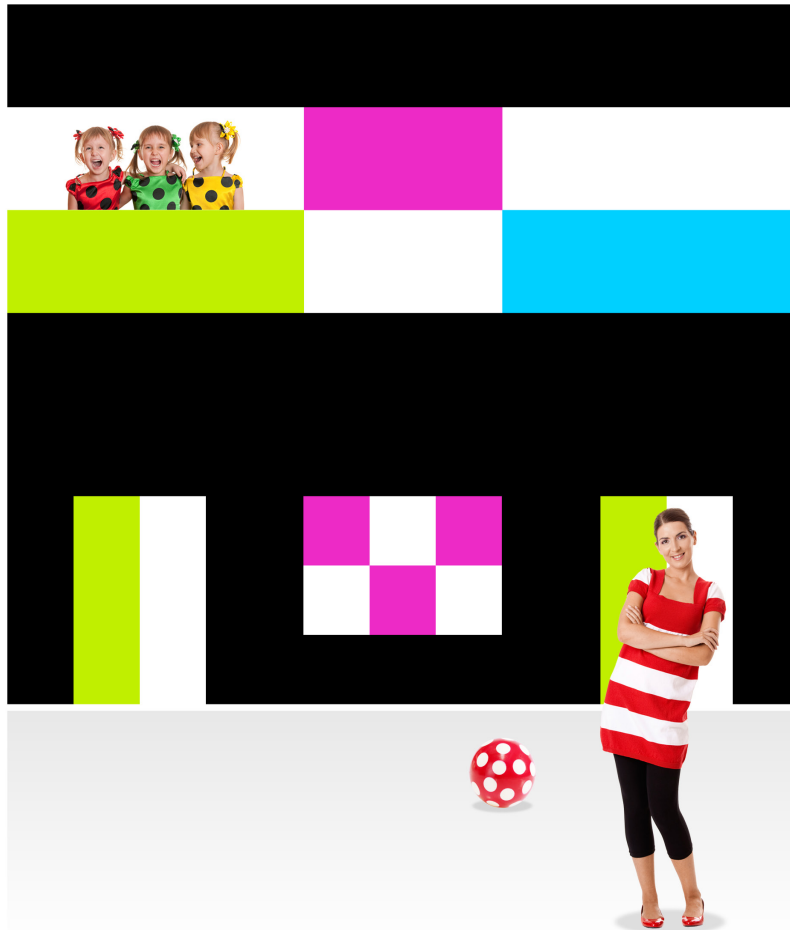




Those all- important extras

...for owner-occupiers of UK residential property



Welcome

This booklet is relevant to you if you own and occupy your property and it contains everything you need to know about our additional cover options – legal expenses, home emergency and key protection.

If you have selected any of these cover options then please read this booklet carefully to ensure that the cover we provide is exactly what you need.

Certain words, as detailed on pages 7 to 11, have specific meanings in relation to our additional cover options. To help you identify these we have printed them in **bold** 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 you have selected including the general conditions and exclusions,
- you understand the notes on how to make a claim shown throughout the policy document

I trust that you will find that our additional cover options give you the level of protection you need for your home. If you have any queries about these options, do not understand any part of them or feel that they do not meet your requirements, please contact us.

I hope you will continue to be a HomeProtect customer and enjoy the protection of our additional cover options for many years to come.



Mark Eastham
Chief Executive Officer, HomeProtect

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To help you understand everything you need to know about the protection your policy offers and the extent of your cover, you will see these headings appear on many of the pages:

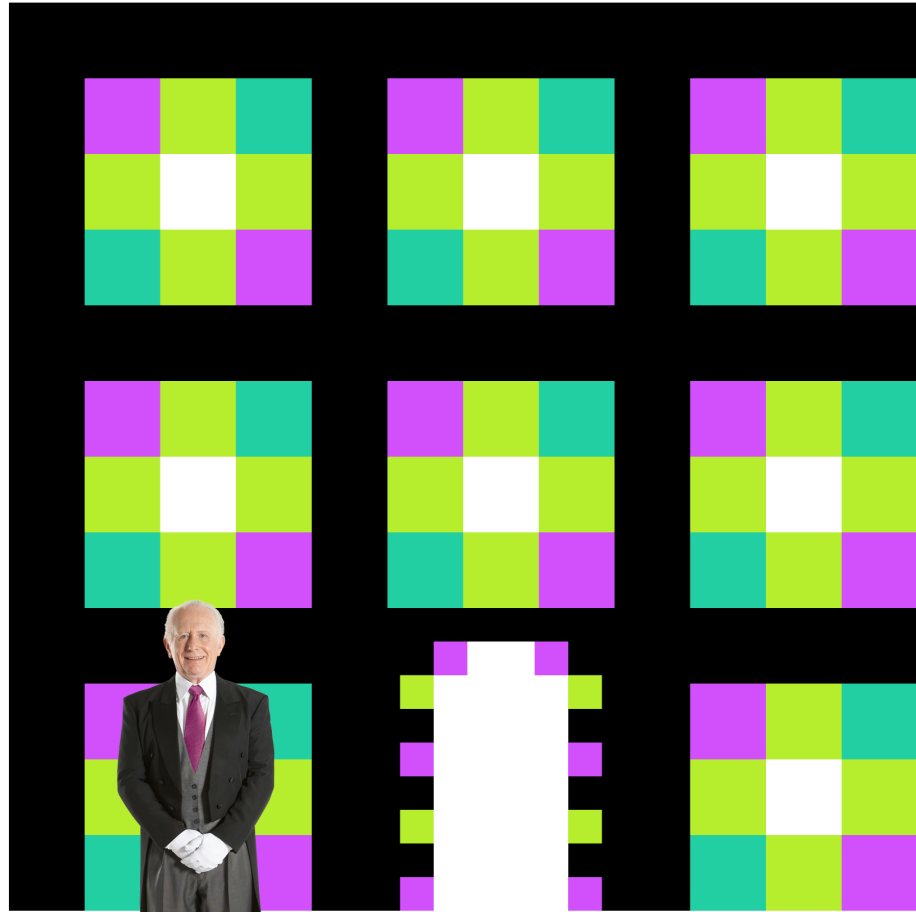
WHAT IS COVERED

These sections give detailed information on the insurance provided and **you** need to read it with 'What is not covered' at all times.

WHAT IS NOT COVERED

These sections will make it clear what's not included in the scope of **your policy**. Further restrictions and exclusions are detailed elsewhere, in sections starting 'General conditions applicable' and 'General exclusions applicable'.

Policy Document



Policy Document

Important information

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

1. 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) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with **Policy** terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions 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

2. 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.
3. 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".
4. 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.

Policy Document

Important information

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.

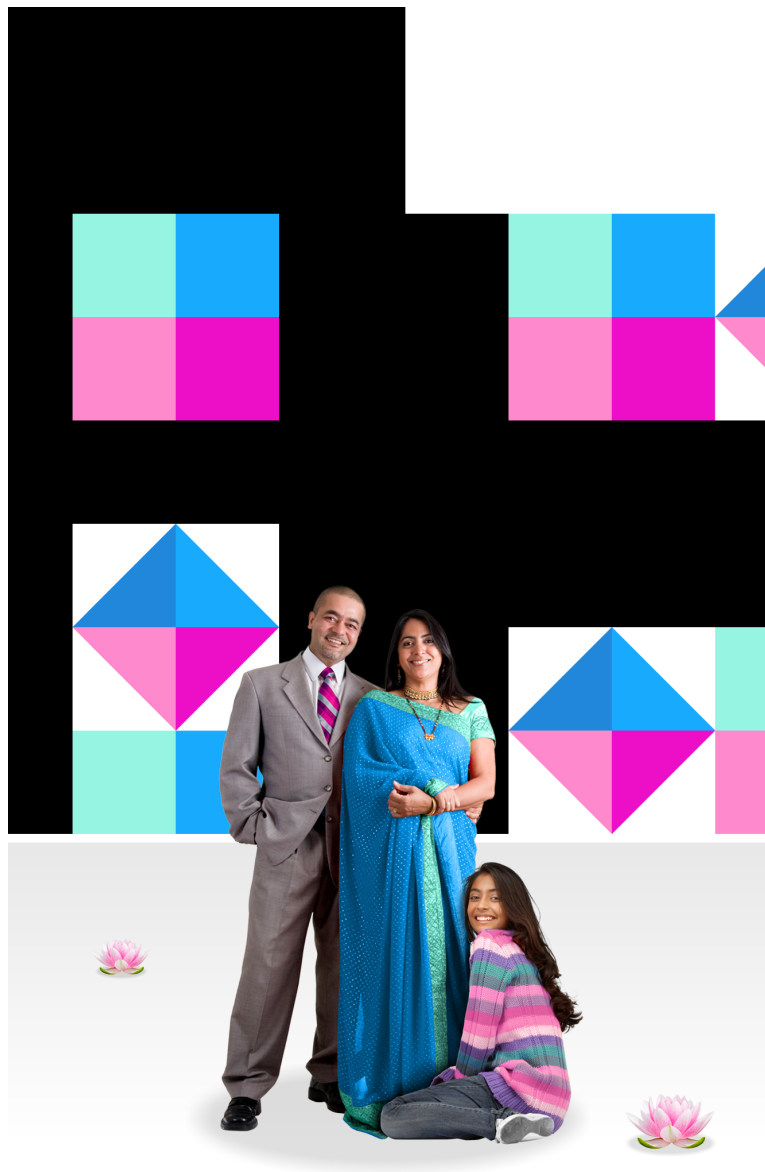
Further information is available from the Financial Services Compensation Scheme (Beaufort House, 15 St Botolph St, London EC3A 7QU) and on their website: www.fscs.org.uk

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:

- a) 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;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct; and
- c) 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.



Policy Document

Important information

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 HomeProtect 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

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.



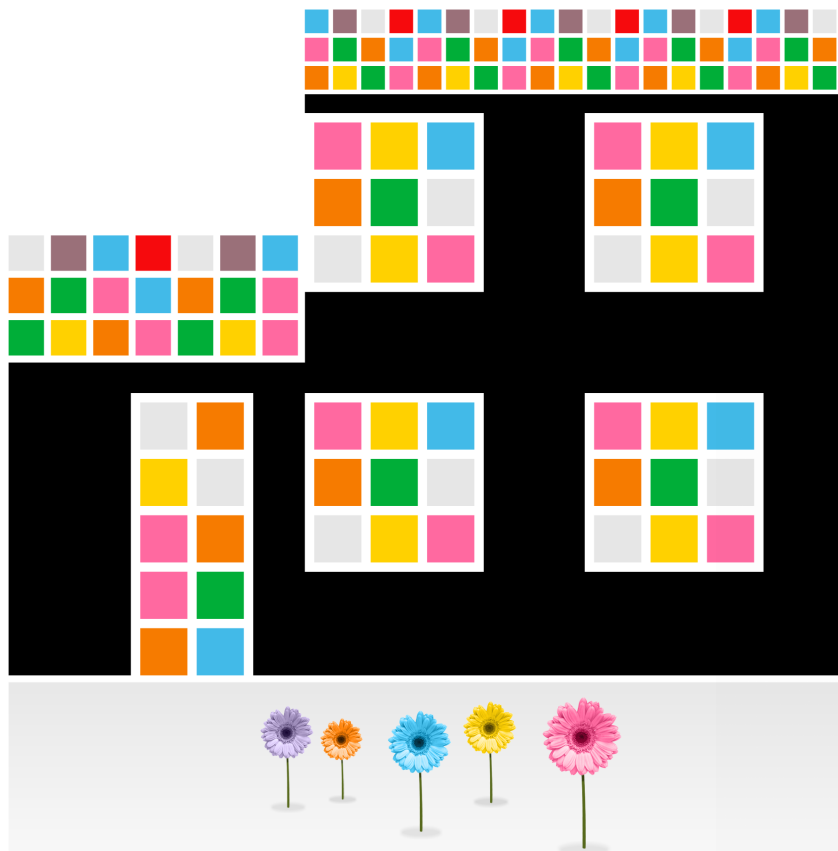
Policy Document

Introduction

Introduction

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



Policy Document

Definitions

Definitions applicable to the whole of this policy

Wherever the following words appear in this **policy** they will have the meanings shown 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	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)
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, Home Emergency & Key Protection: 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.
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

Policy Document

Definitions

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



Policy Document

Definitions

Definitions applicable to legal expenses cover

These definitions form part of the main **policy** definitions but are specific to legal expenses **cover**.

Wherever the following words appear for this **cover option** 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	<ul style="list-style-type: none">• 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 page 15
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

Policy Document

Definitions

Definitions applicable to home emergency cover

These definitions form part of the main **policy** definitions but are specific to home emergency **cover**.

Wherever the following words appear for this **cover option** 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)	a) wasps' and/or hornets' nests; b) rats; c) 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

Policy Document

Definitions

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 for this **cover option** 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



Policy Document

Legal expenses cover

The following cover applies only if the schedule shows that it is included.

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**

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.

WHAT IS COVERED

This **policy** covers:

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:

1. Costs to pursue a legal action in respect of **your** death or personal injury
2. An infringement of **your** legal rights as a result of **your** ownership or occupation of **your** permanent place of residence
3. 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

WHAT IS NOT COVERED

The **insurer** will not pay for:

Any claim relating to the following:

- a) Any illness or **bodily injury**, which happens gradually or is not caused by a specific or sudden accident
- b) Death or personal injury arising out of a road traffic accident unless you are injured as a pedestrian or cyclist

Any claim relating to the following:

- a) **Subsidence, heave, landslip**, mining or quarrying
- b) Any **building** or land other than **your** principal home
- c) Work done by any government or public or local authority unless the claim is for accidental physical damage;
- d) Restrictions or controls placed upon **your** principle home by any government or public or local authority unless the claim is for accidental physical damage
- e) The planning, construction or structural alteration of any **building** or parts of them
- f) An infringement of legal rights which occurs within 60 days of the start of this policy

Policy Document

Legal expenses cover

WHAT IS COVERED

4. Costs to pursue legal action relating to material property, which is owned by you or for which you are responsible, following:
 - i. for nuisance or trespass against a third party.
 - ii. for damages against a third party causing physical damage to your permanent place of residence
 - iii. Costs and expenses in you defending a counter-claim in respect of property infringement and damage

5. Consumer pursuit and defence
 - i. 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**.)
 - ii. Costs to defend legal action brought against **you** following a breach of contract **you** have for selling **your** own personal goods.

6. Employment:
 - i. Employment disputes (provided **you** have a valid contract of employment) for your work as an employee
 - ii. 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 1988;

WHAT IS NOT COVERED

Any claim relating to the following:

- a) Any contract entered into by **you** prior to the inception date of this **policy**
- b) **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

Any claim relating to the following:

1. A collision, accident or incident resulting from the driving or use of a motor vehicle owned by, or hired or leased to **you**,
2. The settlement payable under an insurance policy

Any claim relating to the following:

1. 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

Policy Document

Legal expenses cover

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**.

General exclusions applicable to legal expenses cover:

1. Any claim where the **date of occurrence** is before the inception date of this **policy**.
2. 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.
3. 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.
4. 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.
5. Any claim where the amount in dispute is less than £100.
6. Any travelling expenses, subsistence allowances or compensation payments for absence from work.
7. Fines, penalties, compensation or damages, which **you** are ordered to pay by a court or other authority.
8. Enforcement of money judgments.
9. Any insured incident intentionally brought about by **you**.
10. Any claim relating to:
 - i. Any criminal act or conduct or alleged criminal act or conduct,
 - ii. Divorce, judicial separation, annulment, cohabitation, residence, contact, financial provision, ancillary relief, affiliation, pre-nuptial agreements, mediation, conciliation, or care proceedings,
 - iii. Probate or inheritance,
 - iv. Patents, copyrights, trademarks, service marks, registered design, intellectual property or secrecy or confidentiality agreements,
 - v. **Your** business profession or trade, or any venture for gain undertaken by **you**, outside **your** contract of employment,
 - vi. Clinical negligence,
 - vii. Shareholding, directorship or partnership disputes,
 - viii. Written or verbal remarks, which damage **your** reputation,
11. Any reference to the European Court whether made by **you**, a court arbitrator or tribunal.
12. A dispute with the insurer unless covered under **arbitration**.
13. An application for Judicial Review.
14. 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**.
15. Any incident covered by another insurance policy.

General conditions applicable to legal expenses cover

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.

Policy Document

Legal expenses cover

You must:

1.
 - i. Keep to the terms and conditions of this **policy**,
 - ii. Take reasonable steps to keep any amount the **insurer** has to pay as low as possible,
 - iii. Try to prevent anything happening that may cause a claim,
 - iv. Send everything the **insurer** asks for in writing.
2.
 - i. The **insurer** can take over and conduct in **your** name, any claim or **legal proceedings** at any time,
 - ii. The **insurer** can negotiate any claim on **your** behalf,
 - iii. **You** are free to choose an **appointed representative** (by sending the insurer a suitable qualified person's name and address) if:
 - a. The **insurer** agrees to start court proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings: or
 - b. 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.

- iv.
 - a. 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;
 - b. 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**.
 - c. 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 25 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.

- v. 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 **you** 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;
 - vi. 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;
 - vii. 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.
3.
 - i. **You** must tell the **insurer** if anyone offers to settle a claim or makes an offer of payment into court,
 - ii. If **you** do not accept a reasonable offer to settle a claim, the **insurer** may refuse to pay any further **costs and expenses**,
 - iii. The **insurer** may decide to pay **you** the amount of damages that **you** are claiming, instead of starting or continuing **legal proceedings**.
 4.
 - i. **You** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if the **insurer** ask for this,
 - ii. **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,
 - iii. 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.
 5. 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.

Policy Document

Legal expenses cover

6. 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**.
7. 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**.
8. 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.
9. **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.
10. 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.
11. 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.
12. 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**.

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



Policy Document

Home emergency cover

The following cover applies only if the schedule shows that it is included.

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 UK General Insurance Limited (Company Number 04506493) 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.

WHAT IS COVERED

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):

1. Burst pipes or sudden leakage likely to cause damage to the **property** or its contents.
2. Failure of **your** domestic water mains supply, gas, electricity (on the domestic side of the supply authority's main fuse), blockage or breaking or flooding of drains or sewers, or failure of **your** domestic hot water heating.
3. Total failure and/ or breakdown of **your primary heating system**.
4. 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.

WHAT IS NOT COVERED

The **insurer** will not pay for:

1. The **insurer** will not be liable for costs incurred in respect of:
 - 1.1. Normal day-to-day maintenance or any matter that is not an **emergency**;
 - 1.2. breakage of internal glass or of any basin, bath, bidet or shower base;
 - 1.3. 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;
 - 1.4. 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**;
 - 1.5. damage incurred in gaining necessary access;
 - 1.6. breakdown of, loss of or damage to domestic appliances or Saniflow toilets and other mechanical equipment.

Policy Document

Home emergency cover

WHAT IS COVERED

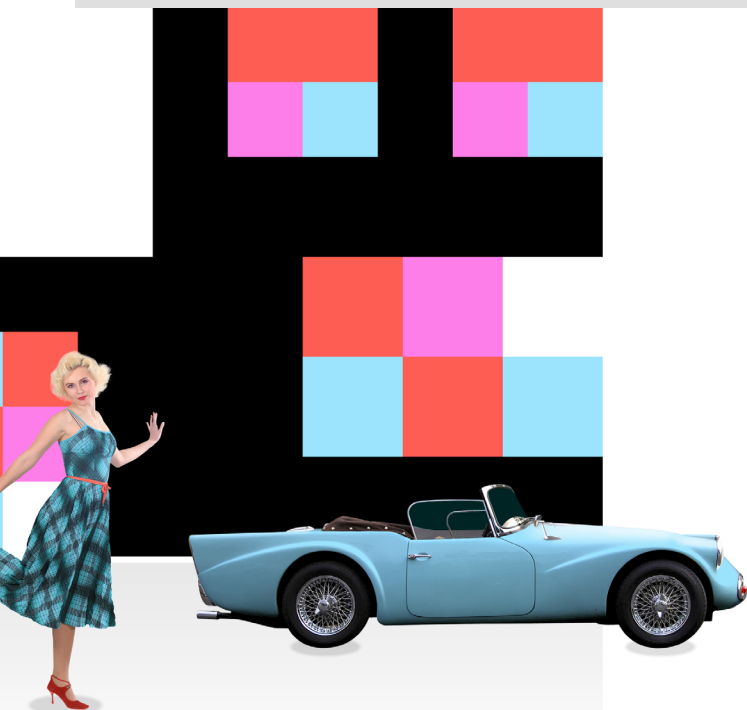
5. The **property** being made insecure due to either complete failure of or damage to the **property's** external locks, doors or windows.
6. The roofing, down-piping or guttering failing and further water damage being a likely result of such failure.
7. An infestation of **pest(s)**.

Additional Cover

8. 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

2. 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:
 - 2.1. air locks in the central heating piping;
 - 2.2. the re-lighting of central heating boilers;
 - 2.3. failure of zone or changeover valves or energy management systems;
 - 2.4. any claim involving a boiler or warm air unit with an output exceeding 170,000 btu's capacity;
 - 2.5. 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);
 - 2.6. replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts;
 - 2.7. 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;
 - 2.8. any intermittent or reoccurring fault;
 - 2.9. any water pressure adjustments or failure caused through hard water scale or sludge;
 - 2.10. fuel lines including gas leaks;
 - 2.11. any re-lighting of the pilot light (please refer to manufacturers handbook), or the incorrect operation or routine adjustments of time or temperature controls;
 - 2.12. any boiler or system noise;
 - 2.13. any radiator valves.



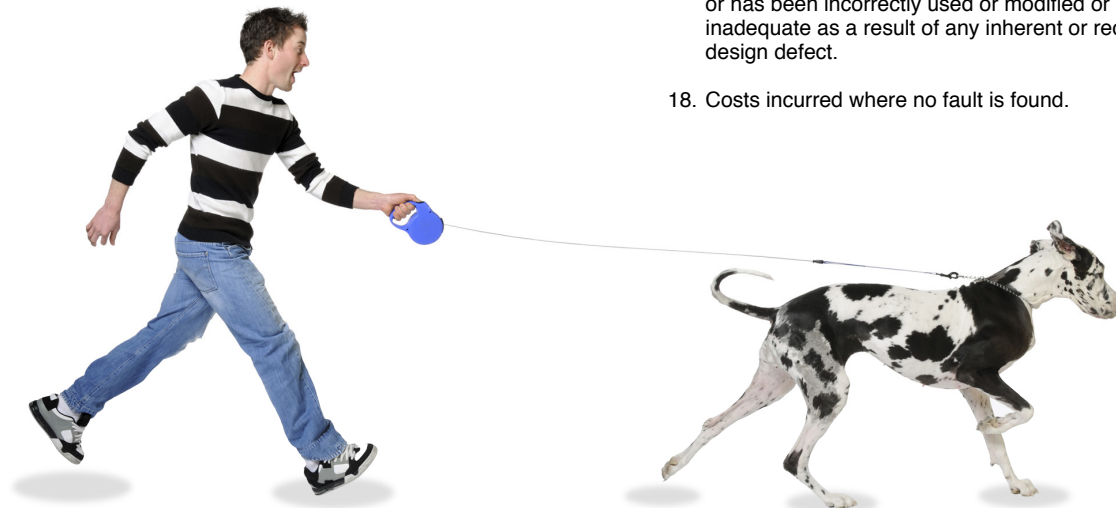
Policy Document

Home emergency cover

General Exclusions

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

1. Pre-existing problems or circumstances known to **you** at the time **you** purchased the insurance and which you did not notify to the **provider**.
2. Any costs incurred where **you** have not notified the **provider** and obtained their prior authorisation.
3. Boilers over 15 years old. (note: **you** should find the age of **your** boiler recorded on **your** boiler service documentation);
4. Damage to contents located within the **property**.
5. Any claims relating to the electricity supply of burglar/fire alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories.
6. Callout charges, materials, labour charges or other costs covered by a manufacturer's, supplier's or installer's guarantee or warranty.
7. Callout charges if there is no-one at the **property** when the **approved engineer** arrives.
8. Any additional charges or costs incurred at **your** request in fitting replacement parts or components of a superior specification to the original.
9. The interruption or disconnection of utility services to the **property** however caused, or the failure or breakdown of the electricity, water or gas supply.
10. 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**).
11. 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.
12. 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.
13. Any claim when the **property** has been left **unoccupied** for more than 30 consecutive days.
14. Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this **policy**.
15. Any legal liability or **consequential loss** arising from the provision of, or any delay in providing the services to which this **policy** relates.
16. Costs associated with another property or communal/shared areas if **your property** is in a multiple-occupancy or multiple-usage block or building.
17. 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.
18. Costs incurred where no fault is found.



Policy Document

Home emergency cover

General Conditions

1. **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.
2. 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.
3. **Your** full compliance with the terms and conditions of this **policy** is necessary before a claim will be paid.
4. The **insurer** may take proceedings at its own expense in **your** name to recover any money paid under this **policy**.
5. **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.
6. 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.
7. 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.
8. 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 UK General Insurance Limited (Company Number 04506493 for all work authorised by **you** which is not covered under this **policy**.
9. 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.
10. **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**.



Policy Document

Home emergency cover

Making a claim

The claims line is open 24 hours a day.

Call **0330 660 0660** quoting HomeProtect home emergency.

This number is also noted on **your schedule**.

The following information will be required:

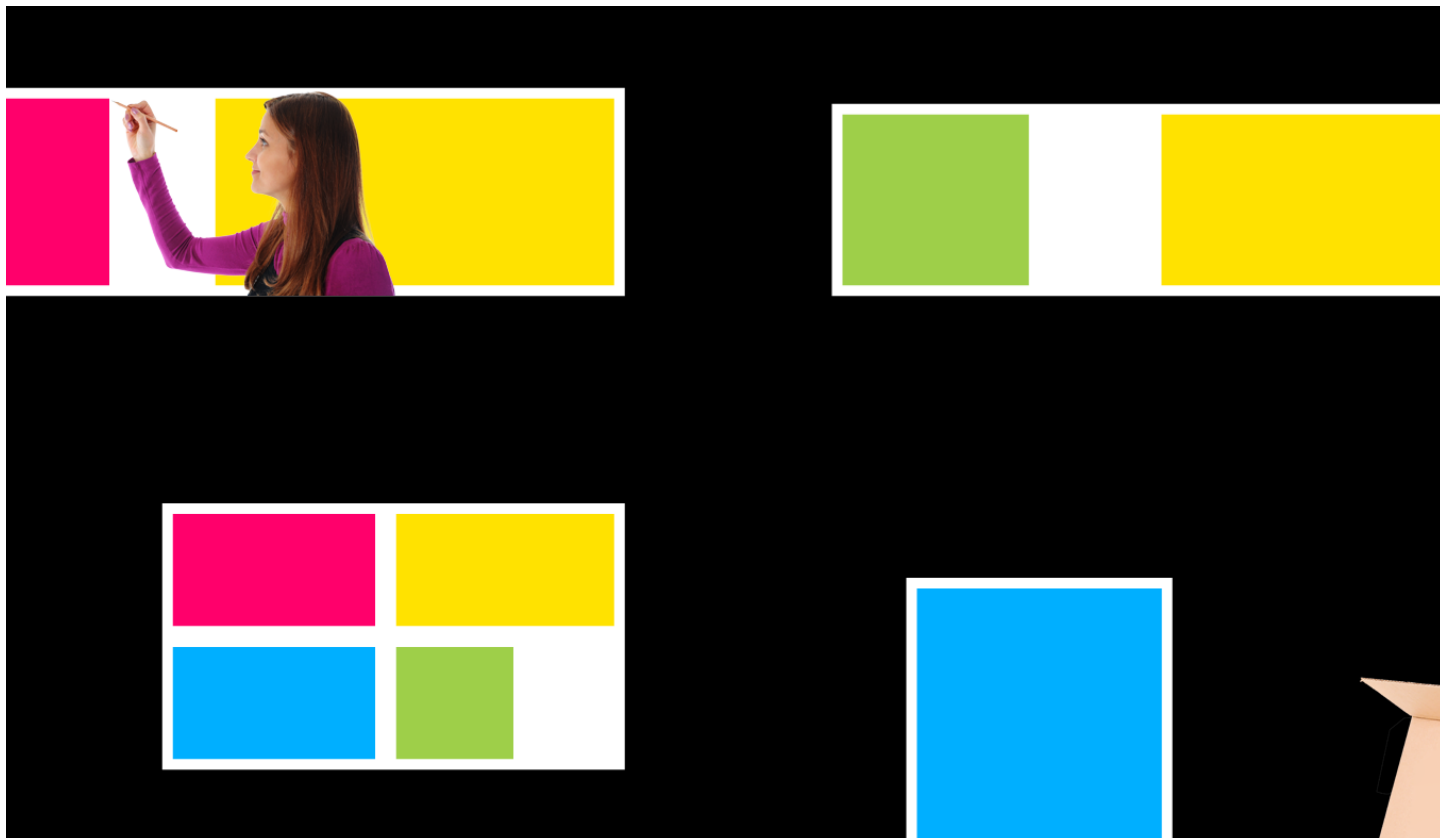
- **Your** name and home address including postcode
- **Your** HomeProtect **policy** number
- The nature of the home **emergency**

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.



Policy Document

Key protection cover

The following cover option applies only if the schedule shows that it is included.

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 UK General Insurance Limited on behalf of Great Lakes Insurance SE, company number SE000083.

Important Information

This is a contract of insurance between **you** and Great Lakes Insurance SE. 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.

WHAT IS COVERED

If during the **period of insurance** and within the **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:
 - locksmiths charges
 - new locks (if a security risk has arisen)
 - 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**
 - the re-programming of immobilisers, infra-red handsets and alarms which are attached to the fob but are not integral to an **insured key**
 - 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
- Pay a £10 reward payable to the finder of a lost **insured key**
- Provide an emergency helpline 24 hours a day, 365 days a year



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

Policy Document

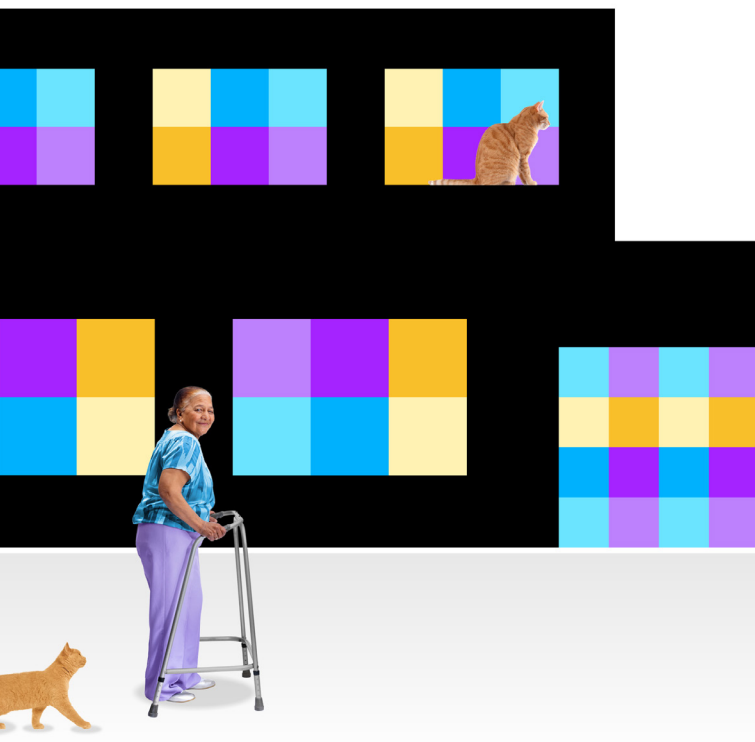
Key protection cover

WHAT IS COVERED

See previous page

WHAT IS NOT COVERED

- 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.



Policy Document

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**.



Policy Document

General Conditions

General Conditions applicable to the whole policy

1. 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 3. 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.

2. 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 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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**.

8. 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**.

9. 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.

10. Assignment:

This **policy** may not be assigned in whole or in part without the written consent of the **provider**.

11. 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.

Policy Document

General Exclusions

General Exclusions applicable to the whole policy

Fraudulent Claims/Fraud:

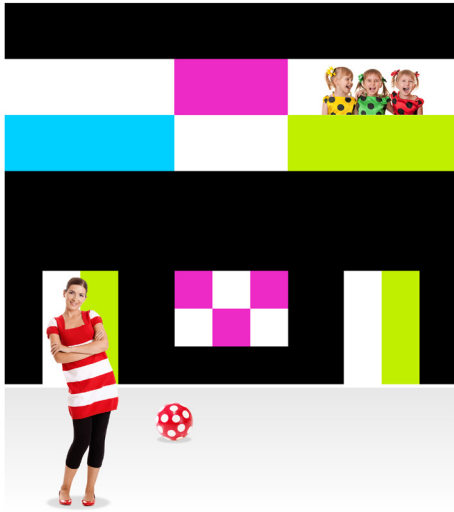
You must not act in a fraudulent way. If you or anyone acting for you:

- 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.
1. Any claim where the **date of occurrence** is before the inception date of this **policy**.
 2. 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;
 3. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
 4. 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.
 5. 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.



HomeProtect is a trading style of Avantia Insurance Limited.
Avantia Insurance Limited is authorised and regulated by the Financial Conduct Authority under Firm Reference No 304432.
Registered office address is 29 Thames Street, Kingston upon Thames, KT1 1PH.
Company Registration Number 4567760.

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