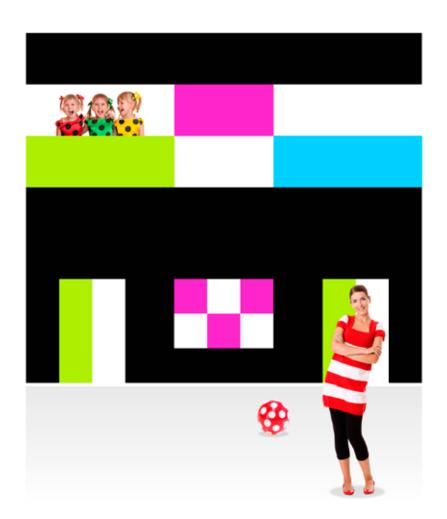


# Those allimportant extras

...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.

The next few pages are known as the policy summary (keyfacts®) and explain the main benefits of each cover option together with a summary of the terms and conditions. Then you will find the specific details about each option in the policy document.

Certain words, as detailed on pages 15 to 19, 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.

M REasthay

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'.

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.

# Policy Summary







## HomeProtect additional cover options - policy summary

Please note this is a policy summary. For full terms and conditions please see **your** insurance offer or **schedule**, which should be read in conjunction with the policy document (page 10).

Full details of what additional **cover options you** have chosen are shown in either **your** insurance offer or schedule.

## Our providers and insurers

## HomeProtect legal expenses cover:

- Provided by MotorPlus Limited (Registered in England and Wales. Company number 03092837)
- Underwritten by Ageas Insurance Limited (Registered in England. Company number 354568)

## HomeProtect home emergency cover:

- Arranged by Motorplus Limited (Registered in England and Wales. Company number 03092837) with Qdos Broker & Underwriting Services Limited (Registered in England and Wales. Company number 06012716)
- Underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited (Registered in England. Company number 354568)

## HomeProtect key protection cover:

- Provided by:
  - Qdos Broker & Underwriting Services Limited (Registered in England and Wales. Company number 06012716)
  - MotorPlus Limited (Registered in England and Wales. Company number 03092837)
- Underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited (Registered in England. Company number 354568)

We, MotorPlus Limited, UK General Insurance Limited and Qdos Broker & Underwriting Services Limited are authorised and regulated by the Financial Conduct Authority (FCA). Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check all of this on the FCA website, www.fca.org.uk or by calling 0800 111 6768.

## Summary of the main **policy** benefits

The following tables provide only a summary of the main benefits and the terms and conditions of each additional cover option. For full terms and conditions please see your insurance offer or schedule, which should be read in conjunction with the policy document.



## **Policy Summary**

## Legal expenses cover

If you select legal expenses cover, the following will be included in your policy:

WHAT IS COVERED	WHAT IS NOT COVERED
This <b>policy</b> covers:	The <b>insurer</b> will not pay for:
The cost of legal and professional fees, costs and expenses up to £100,000 in connection with pursuing civil <b>legal proceedings</b> in the following circumstances:	a) The first £25 of any claim (or £250 in the event of nuisance or trespass claims)
Your death or personal injury	<ul> <li>Any claim relating to:</li> <li>a) Any illness or <b>bodily injury</b> which happens gradually or is not caused by a specific or sudden accident</li> <li>b) Death or personal injury arising out of a road traffic accident</li> </ul>
<ol> <li>An infringement of your legal rights arising from your ownership or occupation of your permanent place of residence</li> </ol>	
3. The sale or purchase of your permanent place of residence	
Civil action relating to material property owned by you or for which you are responsible, following an event which causes or could cause physical damage to such material property or any nuisance or trespass	<ol> <li>Any claim relating to:</li> <li>Planning, construction or structural alteration of any buildings or parts of them</li> <li>Subsidence, heave, landslip, mining or quarrying</li> <li>Any building or land other than your permanent place of residence</li> </ol>

## Policy Summary Legal expenses cover



#### **WHAT IS COVERED**

- The purchase, hire, leasing or sale of personal or private goods, or the provision of services for your private or personal use
- 6. Disputes arising from a contract of employment entered into by **you** for **your** work as an employee

 Access to a telephone-based legal advice service (available 24 hours, 7 days a week) where you can get confidential legal advice on any personal legal problem, under the laws of the United Kingdom, the Isle of Man and the Channel Islands

#### WHAT IS NOT COVERED

Any claim relating to:

- a) A collision, accident or incident resulting from the driving or use of a motor vehicle owned, used, hired or leased by you
- b) The settlement payable under an insurance policy

Any claim relating to:

A breach of contract of employment which occurs within 90 days of the start of this **policy** 







## **Policy Summary**

## Home emergency cover

This is an emergency policy and not a buildings and/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 and/or contents policy.

If you select home emergency cover, the following will be included in your policy:

#### WHAT IS COVERED

### This **policy** covers:

- Up to £500 (including VAT) for emergency repairs in respect of the following:
  - Burst pipes or sudden leakage which is likely to cause damage to your property or contents
  - Failure of your domestic water mains supply, gas or electricity supply
  - Blockage, breaking or flooding of drains or sewers
  - Total failure and/or breakdown of your primary heating system
  - Total failure and/or breakdown of your Economy 7 Storage Heaters (please note that this only applies if all of the Economy 7 Storage Heaters in your property have suffered failure and/or breakdown)
  - Inoperable toilet where no other toilet is available in your property
  - Failure of or damage to the property's external locks, doors or windows which affects the security of the property
  - Failure of the roofing, down-piping or guttering and water damage being a likely result of such failure
  - An infestation of rats or mice or a wasp or hornets nest inside your property

Under the terms of this **policy** an '**emergency**' is defined as a sudden unexpected event that exposes **you** to a risk to **your** health, or necessitates immediate action to render **your property** safe or secure, avoid damage or further damage, or restore the **mains services**.

Repairs will be carried out to 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.

Up to £100 (including VAT) for overnight accommodation should your property become uninhabitable

### WHAT IS NOT COVERED

## The insurer will not pay for:

- Any circumstances known to you at the time of applying for this insurance or at any time prior to the commencement of this insurance – see General Exclusions 1
- Any property outside the United Kingdom see territorial limits
- Normal day-to-day property maintenance or gradual deterioration in performance which do not give rise to an emergency
- Damage to your property or contents see General Exclusions 4 and 5
- Costs associated with another property or communal/shared areas if your property is in a multiple occupancy or multi usage block or building – see General Exclusions 17
- Equipment which has not been installed, serviced, or maintained in accordance with statutory regulations or manufacturer's instructions

   see General Exclusions 18
- Damage incurred when the property has been left unattended for more than 30 days – see General Exclusions 13
- Any amount payable in respect of costs recoverable under any building or contents insurance or under any form of insurance or maintenance agreement – see General Exclusions 10
- Any costs incurred where you have not notified the provider of your emergency and have not obtained their prior authorisation – see General Exclusions 2
- Boilers over 15 years of age see General Exclusions 3 (note: you should find the age of your boiler recorded on your boiler service documentation)

## Conditions of this Cover:

- The minimum period you may hold this policy is 12 months; please note that your statutory cancellation rights remain unaffected by this condition
- You should have taken out, and keep in force a HomeProtect buildings and/or contents insurance policy covering your property see General Conditions 11
- You should carry out or arrange for normal continuous maintenance of your property (including the systems servicing the property). 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 contractor in the event of a claim see General Conditions 1

## **Policy Summary**

## **Key protection cover**





#### **WHAT IS COVERED**

## This policy covers:

- 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 and onward transport costs
  - the re-programming of immobilisers, infra-red handsets and alarms which are attached to the **fob** but are not integral to an **insured kev**
- A £10 reward payable to the finder of a lost insured key
- Provision of an emergency helpline 24 hours a day, 365 days a year



#### WHAT IS NOT COVERED

## The **insurer** will not pay for:

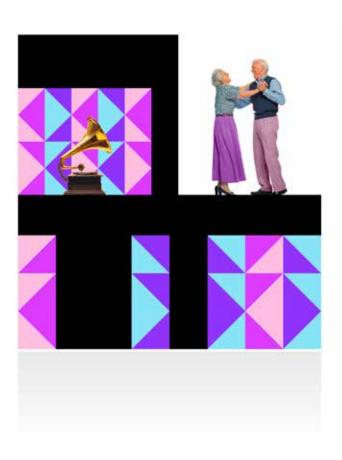
- Keys lost, stolen or damaged when such keys are not attached to the fob (unless you have already notified the provider that the fob has been lost or damaged and you are awaiting a replacement, in which event the provider will consider a claim in respect of any key which they are satisfied would otherwise 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 5 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 £75 per day

## Policy Summary Key protection cover



#### **WHAT IS COVERED**

See previous page



#### WHAT IS NOT COVERED

- 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
- Loss or damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material
- Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup, or the actions of any lawful government or public or local authority
- 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



## **Policy Summary**

## **Important Information**



## Your right to cancel the policy

If this **cover** does not meet **your** requirements, please return all **your** documents within 14 days of receipt. **We** will return any premium paid, less a cancellation fee, providing no claims have been made during that time. Please see the document entitled: "Important Information About Our Insurance Services" for details of the cancellation fee. For cancellation after 14 days, please see the relevant section in the **policy** document for cancellation terms.

#### Claims

All **our** claims lines are open 24 hours a day. Please have **your policy** number to hand when calling.

Legal expenses	Home emergency	Key protection
Call <b>0330 660 0660</b> quoting HomeProtect	Call <b>0330 660 0660</b> quoting HomeProtect home emergency*	Call <b>0330 660 3614</b> quoting the number on <b>your</b> fob

<sup>\*</sup> Major emergencies which may result in serious damage or danger to life or limb should immediately be advised to the public supply authority or, in case of difficulty, to the emergency services. Suspected gas leaks should always be reported to National Grid UK on 0800 111 999.

### Complaints

**We** aim to give customers a high standard of service at all times. If **you** are unhappy with the service provided for any reason or have cause for complaint, please follow the instructions below:

Legal expenses	Home emergency	Key protection
Please write to:	Please write to:	Please write to:
Quality Insurance Team, Motorplus Limited, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL	The Nominated Complaints Handler, Qdos Broker & Underwriting Services Limited, Windsor House, Troon Way Business Centre, Humberstone Lane, Thurmaston, Leicestershire, LE4 9HA	Quality Assurance Team, Motorplus Limited, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL

Please ensure your HomeProtect policy number is quoted in all correspondence to ensure a quick and efficient response.

The existence of these procedures does not affect **your** right to take legal proceedings. If **your** complaint is still not resolved, **you** can refer it to the Financial Ombudsman Service.

## You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London, F14 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 insurers 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 FSCS.

#### **Data Protection Act 1998**

Please note that any information provided to **us**, the **provider(s)** and the **insurer(s)** will be processed in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. The **provider(s)** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area, some of which may not have equivalent Data Protection laws.

The **provider(s)** may obtain information about you from credit reference agencies, fraud prevention agencies and similar organisations to enable the **provider(s)** to check **your** credit status and identity. These agencies will record the **provider's** enquiries, which may be seen by other companies who make their own credit enquiries. The **provider(s)** may also check **your** details with fraud prevention agencies.

If you provide false or inaccurate information and a provider suspects fraud, the provider will record their concerns. The provider and other organisations may use these records to help make decisions on insurance proposals and claims, prevent fraud, recover debt and check your identity to prevent money laundering.

Under Data Protection legislation, **you** can ask the provider(s) in writing for a copy of certain personal records held about **you**. Please write to the relevant **provider** at the address specified above. A charge of £10 will be made.

## Policy Summary Important Information



## **Duration of policy and renewal**

Your HomeProtect home insurance policy, including the additional cover options you have selected, is valid for a period of 12 months from the date you want cover to start (as shown on the schedule). Annually, we will contact you in writing within good time prior to the expiry date of the policy with details of the renewal offer. Please note that neither we nor the insurer(s) is obliged to offer you a renewal, but if we are unable to do so, we will clearly explain the steps you need to take.

On renewal, if **you** are already paying by Direct Debit, **cover** will continue on the terms offered and **we** will continue to collect **your** premium unless **you** inform **us** to the contrary prior to the renewal date, or **you** cancel the Direct Debit mandate.

If you are paying your premium annually and you gave us authority, we will use the same credit/debit card details throughout the policy term and on renewal. However, there is a chance your card may have expired by the time your policy is due for renewal. If that is the case, you will need to contact us to ensure we can take payment, so that your cover can continue without interruption.

## Easy payment scheme by Direct Debit

To help spread the cost of **your policy**, **you** can pay the annual premium by monthly instalments. Please see **your** insurance offer or **schedule** for details of the instalment charge. Various other payment facilities are also available.

### Law & Jurisdiction applicable to the insurance

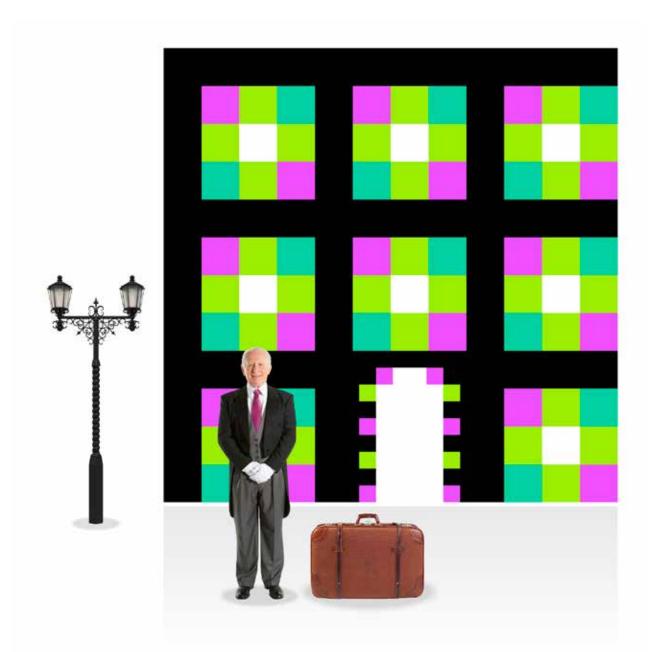
The parties are free to choose the law applicable to this insurance **policy**. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.





# **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. On the condition that no claims have been made or are pending, **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:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with **Policy** terms and conditions

Provided the premium has been paid in full you will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

- Outside the cooling off period, you can also cancel this insurance at any time by contacting us; however there will be no return premium due to you. Details of any non refundable cancellation or administration fees are contained in the document entitled: "Important Information About Our Insurance Services".
- If any party to this insurance cancels all cover under Sections 1 to 6 of 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 and that appear on your latest schedule.
- 4. If any party to this insurance cancels any of the HomeProtect additional cover options outside the cooling off period but cover under Sections 1 to 6 of 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.
- 5. 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:

Legal expenses	Home emergency	Key protection
Please write to:	Please write to:	Please write to:
Quality Insurance Team, Motorplus Limited, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL	The Nominated Complaints Handler, Qdos Broker & Underwriting Services Limited, Windsor House, Troon Way Business Centre, Humberstone Lane, Thurmaston, Leicestershire, LE4 9HA	Quality Insurance Team, Motorplus Limited, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL

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

The existence of these procedures does not affect your right to take legal proceedings. If your complaint is still not resolved, you can refer it to the Financial Ombudsman Service.

You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London, F14 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 (7th floor Lloyd's Chambers, Portsoken Street, London E1 8BN) 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 supply accurate and complete answers to all questions and to make sure that all information supplied to us is true and correct. You must tell us of any changes to the answers you have given as soon as possible. Failure to advise us of a change to your answers may mean that your policy is invalid and that it does not operate in the event of a claim.

**You** must contact **us** immediately in the event that there is a change to **your** circumstances, as follows:

- You change your address;
- You are convicted of a criminal offence or receive a police caution;
- You have insurance refused, declined, cancelled or terms applied by another insurance provider.





## Policy Document Important information

#### **Data Protection Act 1998**

Please note that any information provided to **us**, the **provider(s)** and the **insurer(s)** will be processed in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. The **provider(s)** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area, some of which may not have equivalent Data Protection laws.

The **provider(s)** may obtain information about **you** from credit reference agencies, fraud prevention agencies and similar organisations to enable the **provider(s)** to check **your** credit status and identity. These agencies will record the **provider's** enquiries, which may be seen by other companies who make their own credit enquiries. The **provider(s)** may also check **your** details with fraud prevention agencies.

If you provide false or inaccurate information and a provider suspects fraud, the provider will record their concerns. The provider and other organisations may use these records to help make decisions on insurance proposals and claims, prevent fraud, recover debt and check your identity to prevent money laundering.

Under Data Protection legislation, **you** can ask the **provider(s)** in writing for a copy of certain personal records held about **you**. Please write to the relevant **provider** at the address specified above. A charge of £10 will be made.

## Law & Jurisdiction applicable to the insurance

The parties are free to choose the law applicable to this insurance **policy**. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

#### 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

HomeProtect legal expenses cover:

- Provided by MotorPlus Limited (Registered in England and Wales. Company number 03092837)
- Underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited (Registered in England. Company number 354568)

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- Underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited (Registered in England. Company number 354568)

HomeProtect key protection cover:

- Provided by:
- Qdos Broker & Underwriting Services Limited (Registered in England and Wales. Company number 06012716)
- MotorPlus Limited (Registered in England and Wales. Company number 03092837)
- Underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited (Registered in England. Company number 354568)

We, MotorPlus Limited, UK General Insurance Limited and Qdos Broker & Underwriting Services Limited are authorised and regulated by the Financial Conduct Authority (FCA). Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check all of this on the FCA website, www.fca.org.uk or by calling 0800 111 6768.

## **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:

3	3
Bodily injury	Bodily injury includes death or disease
Cover	The benefits available to you under each cover option
Cover option	An optional section of <b>cover</b> available under a HomeProtect <b>policy</b>
Endorsement/clause(s)	A change in the terms and conditions of this <b>policy</b>
Insurer(s)/they/their)	The <b>insurer</b> for all <b>cover options</b> is UK General Insurance Limited* on behalf of Ageas Insurance Limited. Registered i England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA
	* 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 <b>your schedule</b> or, if <b>you</b> purchase <b>cover</b> after the start date of <b>your</b> buildings and contents <b>policy</b> , the <b>period of insurance</b> starts at the date of purchase of the additional <b>cover option</b> and expires when the buildings and contents <b>policy</b> expires, as shown on <b>your schedule</b>
Policy	The written contract between <b>you</b> and the <b>insurer</b> , which comprises this booklet, the <b>statement of fact</b> , the <b>schedule</b> and any <b>endorsements/clauses</b> , which should be read together. The <b>policy</b> is based on <b>your</b> answers to <b>our</b> questions when <b>you</b> applied for this insurance
Property	The private dwelling including outbuildings at the premises shown in the <b>schedule</b> used for domestic use only, unless <b>you</b> tell <b>us</b> , and <b>we</b> agree, that <b>your property</b> is used for other purposes and an <b>endorsement</b> confirms it
Provider(s)	Legal expenses: MotorPlus Limited (Registered in England and Wales. Company number 03092837) Home emergency: Motorplus Limited (Registered in England and Wales. Company number 03092837) with Qdos Broker & Underwriting Services Limited (Registered in England and Wales. Company number 06012716) - both insurance intermediaries who have been delegated the authority to bind cover and manage claims on behalf of the insurer.  Key protection: Qdos Broker & Underwriting Services Limited (Registered in England and Wales. Company number 06012716) and MotorPlus Limited (Registered in England and Wales. Company number 03092837)
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 <b>you</b> provided <b>us</b> when originally applying for this insurance and subsequently, and which will have been provided to <b>you</b> by <b>us</b> as evidence of the basis on which <b>your</b> application has been accepted and this <b>policy</b> issued
Subsidence	Downward movement of the ground beneath the buildings
United Kingdom	The <b>United Kingdom</b> will include England, Wales, Scotland and Northern Ireland

## Policy Document Definitions

You / your / insured

## Legal expenses:

The person or persons named in the **schedule**, who must be domiciled in the **United Kingdom**, 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 under the age of 21. 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





# **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	A solicitor, firm of solicitors, barrister, or any other suitably qualified person appointed to act on <b>your</b> behalf
Buildings	• the <b>property</b> and its decorations
	• fixtures and fittings attached to the <b>property</b>
	domestic outbuildings and garages
	<ul> <li>permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks</li> </ul>
	that <b>you</b> own or for which <b>you</b> are legally responsible and within the <b>premises</b> named in the <b>schedule</b>
Costs and expenses	Legal and professional fees for which <b>you</b> are responsible, including reasonable fees, <b>costs and expenses</b> the <b>appointed representative</b> acting for <b>you</b> , has to pay for the pursuit or defence of <b>legal proceedings</b>
Date of occurrence	The <b>date of occurrence</b> is the date of the event, which may lead to a claim (if there is more than one relevant event, the <b>date of occurrence</b> means the date of the first of these events)
Legal proceeding	Civil court, civil tribunal, or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom
Premises	The address which is named in the <b>schedule</b>
Sum(s) insured	The particular amount of <b>cover</b> for the <b>cover option</b> as shown in the <b>schedule</b> or <b>policy</b>



# **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:

Consequential Loss	Any other costs that are directly or indirectly caused by the event which led to <b>your</b> claim unless specifically stated in this <b>policy</b> .
Contractor	A contractor carrying out repairs approved and authorised by the provider
Emergency	A sudden unexpected event occurring during the <b>period of insurance</b> , involving <b>your property</b> which, in the <b>provider's</b> opinion, exposes the <b>insured persons</b> to a risk to their health, or necessitates immediate remedial action to render the <b>property</b> safe or secure, and avoid damage or further damage, or restoration of the <b>mains services</b> .
Emergency Repairs	Sections 1-8: Work undertaken by a <b>contractor</b> to resolve the <b>emergency</b> by completing a temporary repair which will resolve the <b>emergency</b> 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 <b>primary heating system</b> cover where the part is not available at the point of call out.
	Section 9: Work undertaken by a <b>contractor</b> in dealing with the professional extermination and/or control of <b>pests</b> in the event of an <b>emergency</b> .
Insured/Insured Person(s)/You/Your	The owner, tenant and members of their family residing in the <b>property</b> .
Limit of Indemnity	The maximum amount the <b>insurer</b> will pay in respect of <b>emergency repairs</b> to resolve the <b>emergency</b> , 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 <b>property</b> , water, electricity and gas within the <b>property</b> and the <b>primary heating system</b> 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 <b>policy schedule</b> .
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 <b>property</b> 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.
Property	The <b>property</b> , together with garage(s) and outbuildings, all used only for <b>your</b> domestic purposes or which is let to private tenants, and situated within the <b>territorial limits</b> at the address shown on the HomeProtect <b>policy schedule</b> .
Territorial Limits	The United Kingdom

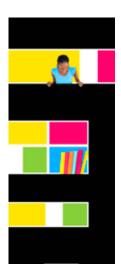
# **Policy Document Definitions**

## **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 <b>policyholder</b> by the <b>provider</b> which the <b>provider</b> has registered in the <b>policyholder's</b> name
Insured event	The loss or theft of, or damage to, any insured key
Insured key	Any key which is attached to the <b>fob</b>
Limit of indemnity	£1,500 being the maximum amount payable in aggregate in each period of insurance
Policyholder	The person in whose name the <b>provider</b> has registered the <b>fob</b>
Territorial limits	The United Kingdom
You / Your	The <b>policyholder</b> and any immediate member of their family residing at the same address as the <b>policyholder</b> during the <b>period of insurance</b>







## **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 United Kingdom, 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 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 United Kingdom, the Isle of Man or the Channel Islands, where the date of occurrence is within the period of insurance and provided that, the premium has been paid, if they consider that there are good prospects of success:

- 1. 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. The sale or purchase of your permanent place of residence
- Property Protection Civil actions relating to material property, which is owned by you or for which you are responsible, following:
  - i. any event, which causes or could cause physical damage to such material property
  - ii. any nuisance or trespass provided that **you** are responsible for the first £250 of every claim

#### **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

Any claim relating to the following:

- A lease of less than eight years, or a licence or tenancy of land or buildings, unless the dispute is with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement
- b) The planning, construction or structural alteration of any **buildings** or parts of them
- c) Subsidence, heave, landslip, mining or quarrying
- d) Any building or land other than your principal home

#### **WHAT IS COVERED**

See previous page

- 5. The purchase, hire, leasing or sale of personal or private goods, or the provision of services for **your** private or personal use to include any claim resulting from the purchase, repair, servicing or maintenance of a motor vehicle owned or used by, or hired or leased to **you**
- 6. Employment disputes resulting from a contract of employment entered into by **you** for **your** work as an employee

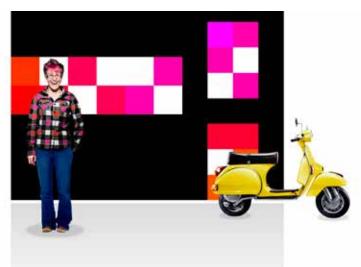
### **WHAT IS NOT COVERED**

- e) Someone legally taking your principal home from you, whether you are offered money or not, or restrictions or controls placed upon your principal home by any government or public or local authority unless the claim is for accidental physical damage
- f) Work done by any government or public, or local authority unless the claim is for accidental physical damage
- g) Damage to material property including motor vehicles which arises as a result of a road traffic accident
- h) Any contract entered into by you

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,
- 2. The settlement payable under an insurance policy





## 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 **United Kingdom**. 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 **United Kingdom**, 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 vour schedule.

## General exclusions applicable to legal expenses cover:

- Any claim reported to the insurer more than 180 days after the date of occurrence.
- An infringement of legal rights which occurs within 60 days of the start of this policy.
- A breach of a contract of employment which occurs within 90 days of the start of this policy.
- 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.
- 5. Any incident or matter which occurs before the start of this **policy**.
- Any costs and expenses incurred before their written acceptance of a claim or which are greater than they have approved.
- 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 a reasonable chance of success.
- 8. The first £25 of each claim, which must be paid to the **insurer** before **they** can act.
- 9. Any claim where the amount in dispute is less than £100.
- Any travelling expenses, subsistence allowances or compensation payments for absence from work.

- 11. Fines, penalties, compensation or damages, which **you** are ordered to pay by a court or other authority.
- 12. Enforcement of money judgments.
- 13. Any insured incident intentionally brought about by you.
- 14. Any claim relating to:
  - i. 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,
  - iii. 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,
  - vi. Clinical negligence,
  - vii. Shareholding, directorship or partnership disputes,
  - viii. Written or verbal remarks, which damage your reputation,
  - ix. Injury, loss or damage directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 15. Any reference to the European Court whether made by **you**, a court arbitrator or tribunal.
- 16. A dispute with the insurer.
- 17. An application for Judicial Review.
- 18. 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**.

#### 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.

#### 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.
- 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. An appointed representative will be appointed by the insurer and represent you according to their standard terms of appointment. The appointed representative must cooperate fully with the insurer at all times,
- v. The **insurer** will have direct contact with the **appointed** representative.
- vi. You must cooperate fully with the appointed representative and the insurer. You must keep the insurer up to date with the progress of the claim and attend any meetings if requested to do so, all at your own expense,
- vii. You must give the appointed representative any instructions that the insurer requires.
- 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.
- 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.
- 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. If the insurer and you disagree about the chosen appointed representative, or about the handling of a claim, the insurer and you can choose another suitably qualified person to decide the matter. The insurer and you must both agree to the choice of this person in writing. Failing this, the insurer will ask the President of a relevant national Law Society to choose a suitably qualified person. The party whose choice is rejected must pay the costs of resolving the disagreement.
- 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.
- We or the insurer can cancel this policy at any time as long as we tell you at least 21 days in advance. You can cancel this policy at any time as long as you tell us at least 21 days in advance.

- 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. 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.
- 12. This **policy** will be governed by the laws of England and Wales.
- 13. All Acts of Parliament mentioned in the **policy** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

## 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 **contractors** to attend and take action to stabilise the situation and resolve the **emergency**.

### Standard of Workmanship

Qdos Broker & Underwriting Services Limited will monitor the progress of **your** assistance but cannot be responsible for the repair work provided by a **contractor**.

#### **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 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** the **insurer** will indemnify the **insured**, subject to the **limit of indemnity**, in respect of costs incurred for a **contractor** to carry out **emergency repairs** of up to £500 (including VAT):

- Burst pipes or sudden leakage likely to cause damage to the property or its contents.
- 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.
- Total failure and/ or breakdown of your primary heating system.
- Total failure and/or breakdown of your Economy 7 Storage Heaters (please note that this only applies if all of the Economy 7 Storage Heaters in your property have suffered failure and/or breakdown)
- 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:

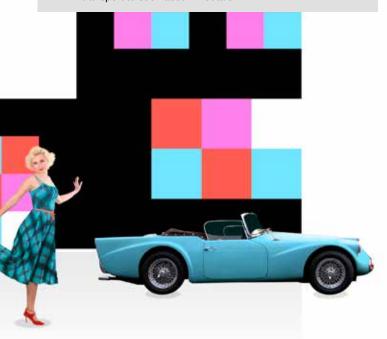
- 1. The **insurer** will not be liable for costs incurred in respect of:
- Normal day-to-day maintenance or any matter that is not an emergency;
- 1.2. breakage of internal glass or of any basin, bath, bidet or shower base:
- 1.3. failure of any services where the problem is situated outside the boundary 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.

#### **WHAT IS COVERED**

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

#### Additional Cover

- 9. 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**

- 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);
- 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;
- 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.

#### **General Exclusions**

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.
- 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**.
- 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 contractor 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.
- 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 contractor 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 claim directly or indirectly caused by or contributed to or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof:
  - pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
  - d) war, terrorism, piracy, riot, revolution or other similar event;
  - e) any software, stored program, computer, device or system failing (or partly failing) because of a date-based event.
- 15. Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this **policy**.
- 16. 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.
- 18. 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.
- 19. Costs incurred where no fault is found.



#### **General Conditions**

- 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 contractor 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.
- 3. **Your** full compliance with the terms and conditions of this **policy** is necessary before a claim will be paid.
- 4. If you make any request for payment under this policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know it to be fraudulent or false, this policy shall become void and any premiums paid hereunder shall be forfeited and the provider shall be entitled to recover any monies previously paid.
- 5. The **insurer** may take proceedings at its own expense in **your** name to recover any money paid under this **policy**.
- 6. You must notify the provider immediately if a claim occurs. If for any reason the provider authorises you to use a contractor you appoint you should obtain an estimate for the work and contact the provider for authorisation to continue. You will supply the provider with a written statement substantiating the claim within 28 days of reporting the claim, together with all certificates, information, evidence and receipts required by the provider at your own expense.
- 7. 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.

- 8. 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 **United Kingdom** 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 contractor or Qdos Broker & Underwriting Services Limited for all work authorised by you which is not covered under this policy.
- 10. 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.



## 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:

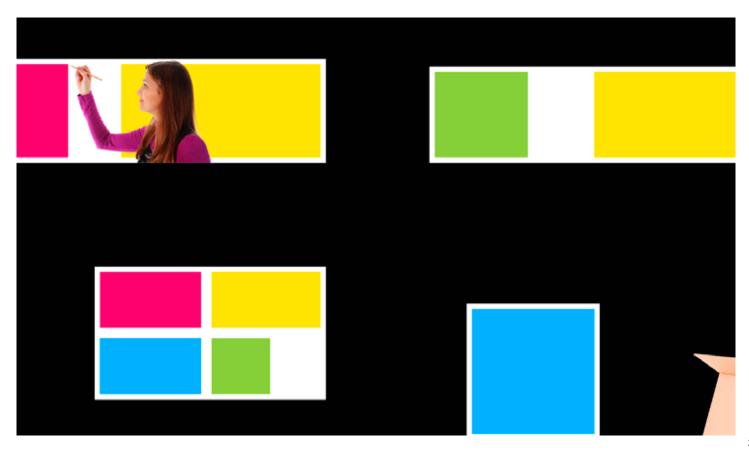
- · Your name and home address including postcode
- Your HomeProtect policy number
- The nature of the home emergency

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, Boomerang-Tag Limited and Qdos Broker & Underwriting Services Limited 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 Ageas Insurance Limited.

#### Important Information

This is a contract of insurance between **you** and Ageas 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** 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 **territorial limits** 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 and onward transport costs
  - the re-programming of immobilisers, infra-red handsets and alarms which are attached to the fob but are not integral to an insured key
- 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**

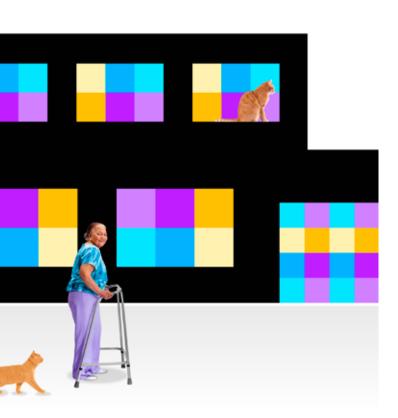
The **insurer** will not pay for:

- 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 5 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 exceeds1600cc
- The balance of vehicle hire charges over a maximum sum of £40 a day
- · Vehicle hire charges after the third day of hire

# **Policy Document Key protection cover**

#### **WHAT IS COVERED**

See previous page



### **WHAT IS NOT COVERED**

- 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 £75 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
- Loss or damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material
- Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup, or the actions of any lawful government or public or local authority
- 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**



# **Policy Document Key protection cover**

## Making a claim

The claims line is open 24 hours a day.

Call 0330 660 3614 quoting HomeProtect.

This number is also noted on your schedule.

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**.

#### General conditions applicable to key protection cover

### 1. 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 (whichever is later) 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.

## 3. 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**.

#### 4. Terminology:

The terminology used in this **policy** is that of England and Wales but shall, where appropriate, mean the equivalent terminology of any relevant jurisdiction within the **territorial limits**.

#### 5. 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**.

## 6. 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.

### 7. Arbitration:

If there is a dispute between the **provider** and the **policyholder**, which is not resolved by this **policy**, either side may refer to the arbitration of a single arbitrator, being a solicitor or barrister agreed by the two sides. If no agreement can be reached the President of the relevant national Law Society shall name an arbitrator. The arbitrator's decision will be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts in force at the time. The costs of arbitration shall be borne by the instigating party unless deemed otherwise by the arbitrator.

## 8. Assignment:

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

#### 9. Excess:

No excess is payable.

## 10. Maximum Number of Claims:

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.

### 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.

















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.

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