



## Home Emergency Policy

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

### Who is covered?

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

### What criteria apply?

The property must be owned by the policyholder and be used solely for domestic residential purposes, and which is stated on the **schedule**.

### Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **us** know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

**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
- 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.

This policy must be read together with **your** current **schedule**, Insurance Product Information Document and any endorsements or certificates. These items together form **your** contract of insurance.

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### How to make a claim

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

To report a claim, please contact

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

Tel: **0333 241 3365**

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

### How to make a complaint

**We** hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please follow the procedure below.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint relates to a claim, please contact us at:

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

Tel: **0121 695 1094** or email: [copluscomplaints@npa247.com](mailto:copluscomplaints@npa247.com)

If **your** complaint about **your** claim cannot be resolved by the end of the third working day, **your** complaint will be passed to:

Customer Relations Department  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

Tel: 0345 218 2685 or Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

If for any reason it is not possible for us to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. You can contact the Financial Ombudsman Service at

The Financial Ombudsman Service  
Exchange Tower, London E14 9SR  
Tel: 0800 023 4 567 or 0300 123 9 123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to **your** statutory rights as a consumer.

### Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a 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 t/a Coplus and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

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 from [https://register.fca.org.uk/ShPo\\_FirmDetailsPage?id=001b000003ejWCjAAM](https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000003ejWCjAAM)

### Coplus Privacy Statement

For full details of how we protect your privacy and process your data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>

### UKG Privacy Statement

We are UK General Insurance Ltd, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

### Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so. What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

### UK General’s full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

### Great Lakes Insurance Se Information Notice

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.munichre.com/en/service/privacy-statement/index.html>.

### Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored and/or recorded.

### Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

**We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

### Renewal procedure

The term of **your** policy is for one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this **Home Emergency** insurance policy please contact **your** insurance broker who will be able to discuss **your** requirements.

### Choice of law and jurisdiction

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 dispute regarding the interpretation of this policy.

### Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable **you**. A person who is not named under the policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

### Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

**We** will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

**You** may not assign any of the rights under this policy without the **insurer's** express prior written consent.

### Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Insurance SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

### Use of language

Unless agreed otherwise, for the purposes of this insurance contract the language used will be English.

### Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

### General definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

**Administrator, We Us, Our:** Motorplus Limited t/a Coplus for queries relating to the issue of **your** policy/policy amendments.

**Approved Engineer:** A qualified person approved and instructed by the **helpline** to undertake **emergency** work.

<b>Assistance:</b>	The reasonable efforts made by the <b>approved engineer</b> during a visit to the <b>home</b> to complete a temporary repair to limit or prevent damage or if at similar expense the cost of completing a permanent repair in respect of the cover provided.
<b>Beyond Economic Repair:</b>	In the opinion of <b>our approved engineer</b> the cost of repair is more than the cost of replacement. In the event <b>your domestic boiler</b> is declared <b>beyond economic repair</b> we will make a contribution of £500 towards replacing it.
<b>Call Out:</b>	A request for <b>emergency assistance</b> from <b>you</b> , even if the request is then cancelled by <b>you</b> .
<b>Claims Administrator:</b>	Service Solutions Assist Ltd T/A Local Assist, Solutions House, Fairways Office Park Fulwood, Preston, Lancashire, PR2 9WT. Tel: <b>0333 241 3365</b> .
<b>Claim Limit:</b>	£1000 per claim for all sections excluding alternative accommodation costs.
<b>Commencement Date:</b>	The start of the policy as shown in the <b>schedule</b> .
<b>Deferment Period:</b>	In respect of all sections of the policy no claim can be made for any incident that occurs within 28 days of the <b>commencement date</b> of this policy as shown in the <b>schedule</b> , the deferment period does not require to be served for renewed policies.
<b>Domestic Boiler:</b>	The central heating boiler contained within and supplying <b>your home</b> that is powered by natural gas or oil from the appliance isolating valve, including all manufacturers fitted components within the boiler together with the pump, motorised valves, thermostat, time, temperature and pressure controls. <b>We</b> will not cover any boiler that has an output in excess of 60kW/hr.
<b>Domestic Central Heating System:</b>	The <b>domestic boiler</b> and the central heating system within <b>your home</b> that is powered by natural gas or oil from the appliance isolating valve, including all manufacturer's fitted components within the <b>domestic boiler</b> together with the pump, motorised valves, cylinder thermostat, time temperature and pressure controls, radiator valves, pipe work, feed and expansion tank and primary fluing. <b>We</b> will not cover any boiler that has an output in excess of 60kW/hr.
<b>Emergency:</b>	A sudden and unexpected event which, if not dealt with quickly would in the reasonable opinion of the <b>helpline</b> : <ul style="list-style-type: none"> <li>a) render the <b>home</b> unsafe or insecure; or</li> <li>b) damage or cause further damage to the <b>home</b>; or</li> <li>c) cause personal risk to <b>you</b>; or</li> <li>d) cause a health and safety risk to others.</li> </ul>
<b>Helpline:</b>	The telephone number for <b>you</b> to report an <b>emergency</b> under this policy. The number is: <b>0333 241 3365</b> .
<b>Home:</b>	<b>Your</b> main permanent place of residence, as shown on the <b>schedule</b> . It must be owned and occupied by <b>you</b> and <b>your</b> family as a private residence with no business use. Rented and let properties, commercial and business premises, mobile homes and bed-sits are not eligible.
<b>Insurer:</b>	UK General Insurance Limited, on behalf of Great Lakes Insurance SE. In the event of a claim, UK General Insurance Limited act for Great Lakes Insurance SE as their agent.
<b>Pest(s):</b>	Wasps, hornets, rats and mice.
<b>Period of Insurance:</b>	The period of 12 calendar months beginning with the date of inception of this policy.
<b>Schedule:</b>	The document supplied to <b>you</b> confirming the <b>commencement date</b> , <b>your</b> details, and the <b>home</b> the subject of cover.
<b>Territorial Limits:</b>	The United Kingdom Isle of Man and the Channel Islands.
<b>Terrorism</b>	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

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

**You/Your:** The person who applied for this insurance and is named on the **schedule** as the policyholder.

## Cover

### Section 1 – External Water Supply Pipe

The **insurer** will provide cover in respect of an **emergency** involving any blockage, collapse or leakage of the water supply pipe from and including the main stopcock for **your home** up to where it is connected to the public water main or communication pipe provided that **you** are responsible for this. In the event that **your home** becomes uninhabitable for more than 48 hours as a result of an **emergency** covered by this section relating to **your** external water supply pipe, the **insurer** will pay up to £250 (including VAT) for the cost of suitable alternative accommodation.

#### Conditions applying to Section 1:

Where **you** share legal responsibility for the water supply pipe outside the boundary of **your** property with any third party, the **insurer** will only pay **your** rateable proportion of any work undertaken under this section of cover.

When a shared responsibility applies, any third party or parties must agree to the work being completed by the **insurer** engineers and must grant any access necessary to the water supply pipe.

#### Exclusions applying to Section 1:

- a) Costs which exceed **your** rateable proportion of the cost of any work undertaken by the **insurer** under the terms of this policy on a water supply pipe outside the boundary of **your** property where **you** share legal responsibility for the water supply pipe with any third party;
- b) Frozen pipes which have not caused any damage;
- c) Any work required on a water supply pipe outside the boundary of **your** property where **you** share legal responsibility for the water supply pipe with any third party who does not agree to the work being completed by the **insurers** engineers;
- d) Damage resulting from lack of proper maintenance;
- e) Reinstatement costs relating to the original surface or construction of a drive, path, decking or any other surface which is excavated as part of a claim.

### Section 2 – Plumbing

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

#### Exclusions applying to Section 2:

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

### Section 3 – Drainage

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

#### Exclusions applying to Section 3:

- a) General servicing and maintenance issues including but not limited to leaf accumulation, build-up of oil, fats or other debris within the drainage system;
- b) Any drainage system which is not of standard construction e.g. clay pot, plastic, P.V.C or concrete;
- c) Cesspits, septic tanks, vacuum drainage systems, electric pumps;
- d) Plumbing and filtration systems for any swimming pools or spa or whirlpool baths;
- e) Detached outbuildings;
- f) Damage to drains caused by structures not conforming to local building regulations or caused as a result of negligence or neglect;

- g) Failure or damage caused to by faulty or defective design of the drainage pipe including but not limited to failure of pitch fibre pipework;
- h) Reinstatement costs relating the original surface or construction of a drive, path, decking or any other surface which is excavated as part of a claim.

#### Section 4 – Domestic Central Heating Systems

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

**We** will undertake to obtain spare parts as quickly as is reasonably possible. In the event it takes more than 48 hours to achieve this from the first point at which **our approved engineer** visits **you** and diagnoses the requirement **we** will pay a fixed benefit of £40 toward providing alternative heating. In the event **your domestic boiler** is declared **beyond economic repair we** will make a contribution of £500 towards replacing it.

#### Exclusions applying to Section 4:

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

#### Section 5 – Electrical Emergency and Breakdown Cover

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

#### Exclusions applying to Section 5:

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

#### Section 6 – Emergency Gas Supply Pipe

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

#### Exclusions Applying to Section 6:

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

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

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

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

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

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

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

**Exclusions Applying to Section 7:**

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

**Policy Conditions**

**1. Claims**

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

**2. Cancellation**

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

**You** may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where the **insurer** reasonably suspects fraud;
- b) Non-payment of premium;
- c) Threatening and abusive behaviour;
- d) Non-compliance with policy terms and conditions;
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** or **your** insurance broker ask.

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

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

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

### 3. Arbitration Clause

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 2. 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.

### 4. Fraudulent Claims

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

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

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

### 5. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

### 6. Severability Clause

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

### 7. Acts of Parliament

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

### General Exclusions

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

1. Any defect that may give rise to an **emergency** which is known to **you** prior to the **commencement date** of **your** policy or any defects which occur within the **deferment period**.
2. Claims arising after the **home** has been left **unoccupied**;
3. Any wilful or negligent act or omission by **you** or any third party;
4. Events where on attendance it becomes clear that the **call out** is not an **emergency**;
5. General maintenance work or any system that has not been regularly maintained;
6. Loss of or damage arising out of disconnection from or interruption to the public supply of gas or water or electricity to **your home**;
7. Any parts or item that may need to be replaced as a result of wear and tear or gradual deterioration;
8. Any **emergency** arising from poor workmanship or design defect;
9. Any consequential loss;
10. Any repair that is, in **our** opinion, either difficult or impossible to complete due to problems with access needed to facilitate the repair;
11. Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration;
12. Replacement of bespoke or designer radiators or towel rails;
13. Any boiler or system that has not been serviced in line with manufacturer's recommendations;
14. Improvements including work that is needed to bring the insured system up to current standards;
15. **Homes** situated outside the **territorial limits**;
16. An **emergency** arising from or associated with pollution or contamination;
17. Any damage caused by the **approved engineer** in gaining access in order to affect an **emergency** repair;
18. 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 confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
19. Any direct or indirect consequence of:
  - 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;
20. Any system(s) not installed properly or in line with manufacturers guidelines;
21. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.