

# *My Home Emergency Cover...*

**1stCentral.** 



## Home Emergency

#### To make a claim:

	Telephone	Address
To report an emergency call	0333 043 2075	Davies Group, Hyefield House, 36 Hagley Road, Halesowen, B63 4RH

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### Who does it cover?

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

#### **Key requirements**

- The home must be the policyholder's permanent place of residence, as shown on the policy schedule, and must be owned and occupied by the policyholder and their family as a private residence with no business or commercial use.
- The policyholder must have buildings and/or contents insurance throughout the duration of the Home Emergency policy.

#### Your responsibility

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions 1<sup>ST</sup> CENTRAL may ask as part of **your** application for cover under the policy;
- b) make sure that all information supplied as part of your application for cover is true and correct;
- c) tell your broker of any changes to the answers you have given as soon as possible.

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

If **you** become aware that information **you** have given **your** broker is inaccurate or has changed, **you** must inform them as soon as possible.

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

#### How to make a claim

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

To report a claim, please contact

Davies Group Hyefield House 36 Hagley Road Halesowen B63 4RH

#### Tel: 0333 043 2075

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



#### Our regulator and insurer

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

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

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

#### **Privacy Statement**

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

#### Why do we process your data?

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

#### What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy. For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

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

#### How to make a complaint

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

If **your** complaint relates to the sale of this policy, please contact 1<sup>ST</sup> CENTRAL.

If your complaint relates to a claim, please contact:

Davies Group Hyefield House 36 Hagley Road Halesowen B63 4RH Tel: **0121 695 1094** 

Email: copluscomplaints@npa247.com

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us. Using this complaints procedure will not affect your legal rights.

You can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Tel: 0800 0234 567



Email: <u>complaint.info@financial-ombudsman.org.uk</u> Website: <u>www.financial-ombudsman.org.uk</u>

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

### **Financial Services Compensation Scheme**

Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Astrenska Insurance Limited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit <u>www.fscs.org.uk</u>.

**You** may also contact the FSCS on their Freephone number: **0800 678 1100** or **020 7741 4100** or **you** can write to: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

## Sanctions

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

### Definitions

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

Wording	Meaning
Approved Engineer	A qualified person approved and instructed by the <b>helpline</b> to undertake <b>emergency</b> work.
Assistance	The reasonable efforts made by the <b>approved engineer</b> during a visit to the <b>home</b> to complete a temporary repair to limit or prevent damage or if at similar expense the cost of completing a permanent repair in respect of the cover provided.
Beyond Economic Repair	In the opinion of <b>our approved engineer</b> the cost of repair is more than the cost of replacement. In the event <b>your domestic boiler</b> is declared beyond economic repair <b>we</b> will make a contribution of £500 towards replacing it.
Call Out	A request for <b>emergency assistance</b> from <b>you</b> , even if the request is then cancelled by <b>you</b> .
Claim Limit	£1,000 per claim for all sections excluding alternative accommodation costs.
Commencement Date	The start of the policy as shown in the <b>schedule</b> .
Deferment Period	In respect of all sections of the policy no claim can be made for any incident that occurs within 28 days of the <b>commencement date</b> of this policy as shown in the <b>schedule</b> , the deferment period does not require to be served for renewed policies.
Domestic Boiler	The central heating boiler contained within and supplying <b>your home</b> that is powered by natural gas 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.
Domestic Central Heating System	The <b>domestic boiler</b> and the central heating system within <b>your home</b> that is powered by natural gas or oil from the appliance isolating valve, including all manufacturer's fitted components within the <b>domestic boiler</b>

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	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.
Emergency	<ul> <li>A sudden and unexpected event which, if not dealt with quickly would in the reasonable opinion of the helpline:</li> <li>a) render the home unsafe or insecure; or</li> <li>b) damage or cause further damage to the home; or</li> <li>c) cause personal risk to you; or</li> <li>d) cause a health and safety risk to others.</li> </ul>
Helpline	The telephone number for <b>you</b> to report an <b>emergency</b> under this policy. The number is: <b>0333 043 2075</b> .
Home	Your main permanent place of residence, which is the property as shown on the <b>schedule</b> . It must be owned and occupied by <b>you</b> and <b>your</b> family as a private residence with no business use. Rented and let properties, commercial and business premises, mobile homes and bed-sits are not eligible.
Insurer	Astrenska Insurance Limited.
Pest(s)	Wasps, hornets, rats and mice.
Period of Insurance	The period of 12 calendar months beginning with the date of inception of this policy.
Schedule	The document supplied to <b>you</b> confirming the <b>commencement date</b> , <b>your</b> details, and the <b>home</b> the subject of cover.
Territorial Limits	The United Kingdom, Isle of Man and the Channel Islands.
Terrorism	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
Unoccupied	Where no one has resided in the <b>home</b> for a period exceeding 30 consecutive days.
We, Us, Our	Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited.
You/Your	The person who applied for this insurance and is named on the <b>schedule</b> as the policyholder.

## Cover

Section 1 – External Water Supply Pipe		
✓ What is covered?	× What is excluded?	
The <b>insurer</b> will provide cover in respect of an <b>emergency</b> involving any blockage, collapse or leakage of the water supply pipe from and including the main stopcock for <b>your home</b> up to where it is connected to the public water main or communication pipe provided that <b>you</b> are responsible for this. In the event that <b>your home</b> becomes uninhabitable for more than 48 hours as a result of an <b>emergency</b> covered by this section relating to <b>your</b> external water supply pipe, the <b>insurer</b> will pay up to £250 (including VAT) for the cost of suitable alternative accommodation. Conditions applying to Section 1: Where <b>you</b> share legal responsibility for the water supply pipe outside the boundary of <b>your home</b> with any third party, the <b>insurer</b> will only pay <b>your</b>	<ul> <li>Exclusions applying to Section 1:</li> <li>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 home where you share legal responsibility for the water supply pipe with any third party;</li> <li>b) Frozen pipes which have not caused any damage;</li> <li>c) Any work required on a water supply pipe outside the boundary of your home where you share legal responsibility for the water supply pipe with any third party;</li> <li>b) Frozen pipes which have not caused any damage;</li> <li>c) Any work required on a water supply pipe outside the boundary of your home 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;</li> <li>d) Damage resulting from lack of proper</li> </ul>	



rateable proportion of any work undertaken under this section of cover.	<ul> <li>maintenance;</li> <li>e) Reinstatement costs relating to the original surface or construction of a drive, path,</li> </ul>
When a shared responsibility applies, any third party or parties must agree to the work being completed by the <b>insurer</b> engineers and must grant any access necessary to the water supply pipe.	decking or any other surface which is excavated as part of a claim.

Section 2 – Plumbing	
✓ What is covered?	What is excluded?
The <b>insurer</b> will provide cover in respect of an <b>emergency</b> arising from the sudden and unexpected failure of or damage to the internal plumbing system within the <b>home</b> 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 <b>home</b> . In the event that <b>your home</b> becomes uninhabitable for more than 48 hours as a result of an <b>emergency</b> covered by this section relating to <b>your</b> plumbing, the <b>insurer</b> will pay up to £250 (including VAT) for the cost of suitable alternative accommodation.	<ul> <li>Exclusions applying to Section 2:</li> <li>a) General maintenance including, but not limited, to dripping taps;</li> <li>b) Frozen pipes which have not caused any damage;</li> <li>c) Leaks from any household appliances, sink, shower or bath where leakage only occurs when the appliance is in use;</li> <li>d) Cracked or broken toilets or cisterns;</li> <li>e) Pipes outside the boundary of <b>your home</b>;</li> <li>f) Water pipes to, from or within a detached outbuilding or garage.</li> </ul>

## Section 3 – Drainage

✓ What is covered?	× What is excluded?
The <b>insurer</b> will provide cover in respect of an <b>emergency</b> arising from the sudden and unexpected failure of or damage to the drainage system of <b>your home</b> . In the event that <b>your</b> <b>home</b> becomes uninhabitable for more than 48 hours as a result of an <b>emergency</b> covered by this section relating to <b>your</b> drainage, the <b>insurer</b> will pay up to £250 (including VAT) for the cost of suitable alternative accommodation.	<ul> <li>Exclusions applying to Section 3:</li> <li>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;</li> <li>b) Any drainage system which is not of standard construction e.g. clay pot, plastic, P.V.C or concrete;</li> <li>c) Cesspits, septic tanks, vacuum drainage systems, electric pumps;</li> <li>d) Plumbing and filtration systems for any swimming pools or spa or whirlpool baths;</li> <li>e) Detached outbuildings;</li> <li>f) Damage to drains caused by structures not conforming to local building regulations or caused as a result of negligence or neglect;</li> <li>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;</li> <li>h) 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.</li> </ul>

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## Section 4 – Domestic Central Heating Systems

✓ What is covered?	× What is excluded?
The <b>insurer</b> will provide cover in respect of an	Exclusions applying to Section 4:
emergency which has arisen from the sudden	a) General maintenance including, but not
and unexpected failure of your domestic central	limited to, descaling or power flushing of the
heating system. The emergency must render the	domestic central heating system, or any
domestic central heating system inoperable and	adjustment to the timing and temperature
the failure has to be due to mechanical or	controls of the domestic central heating
electrical failure or malfunction of the central	<b>system</b> and venting (bleeding) of radiators;
heating system.	<ul> <li>Any non-gas or non-oil appliances, Elson</li> </ul>
	tanks, separate gas heaters supplying hot
We will undertake to obtain spare parts as quickly	water, LPG boilers and dual purpose boilers
as is reasonably possible. In the event it takes	such as AGAs and Rayburns;
more than 48 hours to achieve this from the first	c) Maintenance or replacement of fan convector
point at which our approved engineer visits you	heaters or heated towel rails or underfloor
and diagnoses the requirement <b>we</b> will pay a fixed	heating;
benefit of £40 toward providing alternative heating.	d) Corrosion or any work arising from hard water
In the event <b>your domestic boiler</b> is declared	scale deposits;
beyond economic repair we will make a	e) Removal of sludge or hard water scale from
contribution of £500 towards replacing it.	the <b>domestic central heating system</b> ;
	f) Any gas fired or oil appliance whose primary
	purpose is other than heating, for example a
	domestic cooker or lighting system;
	g) Solar powered panels or ground air and water
	source pumps.

## Section 5 – Electrical Emergency and Breakdown Cover

✓ What is covered?	What is excluded?
The <b>insurer</b> will provide cover in respect of an <b>emergency</b> arising from the breakdown or failure of the permanent domestic electrical wiring system and its components (fuse box, switches, sockets) supplying electrical power to <b>your home</b> . In the event that <b>your home</b> becomes uninhabitable for more than 48 hours as a result of an <b>emergency</b> covered by this section relating to <b>your</b> permanent domestic electrical wiring system, the <b>insurer</b> will pay up to £250 (including VAT) for the cost of suitable alternative accommodation.	<ul> <li>Exclusions applying to Section 5:</li> <li>a) Your electricity supply meter;</li> <li>b) Domestic appliances or electrical items with a plug;</li> <li>c) Replacing light bulbs, fuses and any other routine electrical maintenance tasks;</li> <li>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;</li> <li>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;</li> <li>f) Electrical wiring or electrics in communal areas of your home.</li> </ul>

Section 6 – Emergency Gas Supply Pipe		
✓ What is covered?	× What is excluded?	

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

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

✓ What is covered?	What is excluded?
The <b>insurer</b> will pay for the <b>call out</b> , labour and parts and materials involved in an <b>emergency</b> relating to the security or roofing of <b>your home</b> , a <b>pest</b> infestation or the loss of the only available key to <b>your home</b> . Security and Roofing – The <b>insurer</b> will arrange	<ul> <li>Exclusions Applying to Section 7:</li> <li>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;</li> <li>b) Pest infestations of any outbuilding, or any other part of your home which is not part of</li> </ul>
an <b>emergency</b> repair to make the <b>home</b> safe and/or prevent further damage in the event of damage or failure to the roof, external lock, door or window.	<ul> <li>biner part of your nome which is not part of main home, or where the living areas of the home are not affected;</li> <li>c) Damage caused by pests;</li> <li>d) Loss of keys to the main home if a duplicate set exists and is immediately available;</li> </ul>
Lost Keys – The <b>insurer</b> will assist <b>you</b> to gain access to <b>your home</b> arising from the loss of the only available key to <b>your home</b> , when <b>you</b> are unable to replace it or gain normal access.	<ul> <li>e) Loss of keys for any outbuilding, garage or shed which is not part of the main home;</li> <li>f) The failure of any internal doors and/or window lock;</li> <li>g) The replacement or repair of electronic units</li> </ul>
<b>Pest</b> Infestation – The <b>insurer</b> will assist <b>you</b> to remove any <b>pest</b> infestation inside <b>your home</b> . In the event that <b>your home</b> becomes uninhabitable for more than 48 hours as a result of an <b>emergency</b> covered by this section relating to <b>your</b> security, lost keys, roofing or <b>pest</b> infestation <b>we</b> will pay up to £250 (including VAT) for the cost of suitable alternative accommodation.	powering garage doors.

## **General conditions**

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

- 1. Claims
  - a) You must allow the insurer reasonable access to the home to enable appropriate treatments to be carried out and follow advice from the approved engineer and / or the helpline in removing furniture if this is deemed necessary;
  - 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:

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- take over any claim or proceedings at any time at the **insurers** expense and conduct them in **your** name should the **emergency** be as a result of an incorrect or failed previous repair;
- ii) negotiate or settle any claim on your behalf;
- iii) contact **you** directly at any point concerning **your** claim;
- e) The **insurer** reserves the right to use non genuine replacement parts supplied from third parties in addition to those parts that may be sourced from the manufacturer or their approved suppliers. We are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any spares. To improve the quality of the service provided, calls to the **helpline** may be recorded;
- f) Your home must be insured for standard buildings and/or contents risks throughout the period of Insurance.

#### 2. Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to 1<sup>ST</sup> CENTRAL 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 1<sup>ST</sup> CENTRAL, however no refund of premium will be payable.

Cancelling a direct debit will not always cancel **your** policy, if you wish to cancel the policy then contact 1<sup>ST</sup> CENTRAL on 0333 043 2001.

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 1<sup>ST</sup> CENTRAL ask.

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

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

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

#### 3. Arbitration Clause

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of your claim being turned down, we



will treat the claim as abandoned.

#### 4. Fraudulent Claims

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

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

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

#### 5. Statutory Regulations

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

#### 6. Severability Clause

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

#### 7. Acts of Parliament

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

#### **General exclusions**

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

- 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 repair that is, in **our** opinion, either difficult or impossible to complete due to problems with access needed to facilitate the repair;
- 10. Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration;
- 11. Replacement of bespoke or designer radiators or towel rails;
- 12. Rented and let properties;
- 13. Commercial and business premises, mobile homes and bed-sits;
- 14. Any boiler or system that has not been serviced in line with manufacturer's recommendations;
- 15. Improvements including work that is needed to bring the insured system up to current standards;
- 16. Homes situated outside the territorial limits;
- 17. An **emergency** arising from or associated with pollution or contamination;
- 18. Any damage caused by the **approved engineer** in gaining access in order to affect an **emergency** repair;
- 19. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
- 20. Any direct or indirect consequence of **terrorism** as defined by the Terrorism Act 2000 and any amending or substituting legislation;
- 21. 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;
- 22. Any system(s) not installed properly or in line with manufacturers guidelines;
- 23. 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 communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

#### **Other formats**

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



### **Telephone calls**

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

## Fraud prevention, detection and claims history

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

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

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

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

### **Renewal procedure**

The term of **your** policy is 12 months. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact **your** broker who will be able to discuss **your** requirements.

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

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

#### Your agreement with others

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

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

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

#### **Governing law**

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

## Astrenska Privacy Notice

#### How we use the information about you

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

- Meet our contractual obligations to you;
- issue you this insurance policy;
- deal with any claims or requests for assistance that you may have

• service your policy (including claims and policy administration, payments and other transactions); and, detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled



or treated as if it never existed; • protect our legitimate interests

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

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

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

#### Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that you have with us;
- is in the public or your vital interest: or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

#### How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of insurance and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

#### How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please contact us by email or letter as shown below: Email address: data.protection@collinsongroup.com

Postal Address: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU.

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

If you wish to make a complaint about the use of your personal information, please contact our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <u>https://ico.org.uk/.</u>